



**City of Flowery Branch
City Council Meeting
Thursday, July 18, 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:

NEW BUSINESS -WORK SESSION:

- Presentation of Parking and Mobility Study Report from Stantec
[CONTRACT 44-014 Flowery Branch Downtown Parking.pdf](#)
[Flowery Branch Parking and Mobility Study Summary Report - July 2024 WEB.pdf](#)
- Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility
[ES - CMAR Amendment #2 Archer Western.pdf](#)
[Flowery Branch Amendment #2 -7-12-24 \(TSDP&TB\).pdf](#)
- Consideration to Apply for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for a New Generator Located at the Well Pump House on Mulberry Street
[Executive Summary - Hazard Mitigation Grant Application.pdf](#)
[Letter of Commitment for Match.pdf](#)
[Contingency Request Letter.pdf](#)
[SF424D-2025 Construction Assurances.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 June 2024 Per Diem for Mayor Asbridge
[June 2024 Mayor Asbridge Per Diem.pdf](#)
- Consider June 20, 2024 City Council Meeting Minutes
[Unofficial June 20, 2024 City Council Meeting Minutes.pdf](#)
- Consider June 27, 2024 Transportation SPLOST Special Called Council Meeting Minutes
[Unofficial June 27, 2024 TSPLOST Minutes.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second Reading of 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.pdf](#)
- Consider the Second 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](#)

NEW BUSINESS - VOTING SESSION:

- Consider the First Reading of Ordinance Number 720 Variance Requests for 5632 Church Street regarding Front Porch Length and Garage Placement Requirements
[Flowery Branch Variance 4_23_24.pdf](#)
[Flowery Branch Variance 4_23_24_01.pdf](#)
[Ordinance 720_5632 Church St.pdf](#)
- Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility
[ES - CMAR Amendment #2 Archer Western.pdf](#)
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[SF424D-2025 Construction Assurances.pdf](#)

EXECUTIVE SESSION:**ADJOURNMENT:**

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Presentation of Parking and Mobility Study Report from Stantec

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

On January 25, 2024, the City of Flowery Branch, through the Greater Hall Metropolitan Planning Organization (GHMPO) entered into an agreement with Stantec Consulting Services, Inc. for the parking and mobility study for downtown Flowery Branch. The study cost \$53,000 with the GHMPO paying 80% (\$42,400) and the City of Flowery Branch paying 20% (\$10,600).

FACTS AND ISSUES:

Stantec took inventory of the parking available and was onsite for several events and for a normal day downtown. The study also took into account the future plans for downtown in Phase II and beyond. The report offers various ideas for more parking downtown and this will be presented.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

No action requested at this time.

SAMPLE MOTION:

No motion needed at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [CONTRACT 44-014 Flowery Branch Downtown Parking.pdf](#)

- [Flowery Branch Parking and Mobility Study Summary Report - July 2024 WEB.pdf](#)



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

State of Georgia
County of Hall

Contract #44-014

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the Provision of Flowery Branch, Georgia Downtown Parking and Mobility Study

ARTICLE #101 - INTRODUCTION

This Contract for Flowery Branch Georgia Downtown Parking and Mobility Study (hereinafter "Services") as entered into on January 25, 2024 is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Stantec Consulting Services, Inc. (Hereinafter "Contractor"), located at 229 Peachtree St NE, Suite 1900, Atlanta, GA 30303. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C.1 Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Joseph Boyd
Transportation Planning Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Rd
Gainesville, GA 30504
jboyd@hallcounty.org
Ph: (770)297-5541

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Joel Mann, AICP, Principal
Stantec Consulting Services Inc.
229 Peachtree St, NE, Suite 1900
Atlanta, GA 30303
Email: joel.mann@santec.com
Phone: (770) 492-2624

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of the Services according to the agreed upon time-schedule and all sub-Consultant(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt

written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1.** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default ~~to the Contractor~~. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.**

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at

the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract 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 remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or

toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email upon completion of the project solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

- F. The Contractor must not “Factor or Assign Payments” to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – Removed

ARTICLE #124 – Removed

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are herein-incorporated into this contract by reference.

EXHIBIT C – Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees,

because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.

17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

Stantec Consulting Services, Inc.

HALL COUNTY, GEORGIA

By: Joel Mann
Print Name: Joel Mann
Title: Principal

By: Richard Higgins
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: January 25, 2024

Sworn to and subscribed before me this

10th Day of January, 2024

Attestment:
County Clerk

Jennifer Rivera



Notary Public: Lynn P. Thomas

Approved as to Form

William J. Linkous III
William J. Linkous III, County Attorney

Notary commission expires: 4-15-27

[Locus Sigilli – Seal or Stamp]





Stantec Consulting Services, Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30303

November 16, 2023

Attention: Andy Penick, Purchasing Manager
Post Office Drawer 1435
Gainesville, GA 30503

Dear Andy,

Reference: RFQ/P #44-014 Request for Clarification (November 10, 2023)

This letter provides a response to the County's request for clarification on Stantec's price proposal for the aforementioned RFQ. We have completed the cost proposal matrix as requested for required and optional items, and we have also provided additional explanations and detail on cost assumptions. To make this easier to understand, we have taken the liberty of numbering each of the required items and optional items in the order they are listed in their respective tables. Following the tables, we provide additional information explaining level of effort.

We would like to note that the required items in the table represent a generally more expansive scope of work than what we discussed with the interview team on our October 31 interview. These were not all items explicitly identified in the original RFQ, and had we understood that these were desired items, it is conceivable that we would have offered a different cost proposal. With a refined understanding of the City of Flowery Branch's desires for the study since the October interview, we are offering an original fee estimate that corresponds to our submitted fee in early October, and different fee estimates that reflect the expanded scope of services noted in the County's November 10 request. As stated above, our additional detail explains these differences.

Thank you again for your interest in Stantec and for your thorough consideration of our team's approach and qualifications. Please do not hesitate to contact me if you have any questions.

Regards,

STANTEC CONSULTING SERVICES, INC.

A handwritten signature in black ink, appearing to read "Joel F. Mann", written over a horizontal line.

Joel Mann

Phone: 770-492-2624
Email: joel.mann@stantec.com

Attachment: Original Request for Clarification

Design with community in mind

Request for Clarifications on Stantec Fee Proposal

RFQ/P #44-014

The Required Items listed in the table on the following page are taken from the November 10, 2023 request for clarifications. As noted in our cover letter, this scope appears to expand services beyond what we discussed in the initial fee estimate, namely around a desire to incorporate traffic counts more closely into the

Our interview discussion also proposed a total of three counting periods (such as 4 PM to 7 PM on a given day of the week), which we envisioned to include a mix of weekend, weekday, and special event periods. The required items in the table here call for six individual counts, and it is unclear if these are to be on different days (for example, if the two 'typical weekdays' should be different weekdays, or two different times of the same day). With some special events described by City staff as having attendance of up to 5,000, we estimate that capturing parking occupancy during such an event could be an extensive endeavor reaching beyond the basic study area originally provided in the RFP.

The request for clarification also seems to suggest that the City desires to conduct traffic counts, though the City's desired focus for analysis of that traffic data is not immediately apparent. There is also no specific reference to an analysis, although we assume that is desired (as traffic data has limited application if it is not interpreted and analyzed with regard to current conditions and the challenges and opportunities in current traffic operations). Different analysis methodologies may call for different types of traffic data, and there are significant differences in cost to these different types of data. For instance, bi-directional daily traffic counts covering a 24-hour period are typically priced lower than intersection turning movement counts that capture peak hours only. However, each has its purpose: daily traffic counts do not readily allow an understanding of potential congestion and delay, but they do allow an understanding of how traffic volumes increase and decrease throughout a day. Intersection-based counts do allow more of a measure of congestion and delay, and thus challenges to traffic operations, but they focus only on a small period of the day to be consistent with the industry methodology for intersection-based traffic analysis. Without having more information on the City's desired objectives for collecting traffic count information, it is difficult to provide an accurate fee estimate. We explain the assumptions behind our fee in the notes following the tables.

The required and optional tables begin on the following page.

Required Items: Detail and Assumptions for Fee Proposal Amounts

Item 1: This will be a concise review to determine overall development program and its expected impacts on traffic and parking, also noting key access points, additions to street network, and any proposals for parking supply.

Item 2: As discussed in the October 31 interview, this portion of the scope we described focused on parking inventory and occupancy data collection, with occupancy observed over three time periods representing different conditions of activity in downtown. This did not originally include traffic data collection.

If we considered six days of parking counts, this fee amount from our original proposal would be doubled, as this assumes twice the number of observation periods for parking. All parking counts include summary and documentation of the data, including capturing both inventory and occupancy data in a geographic information systems (GIS) database that will be provided to the City as a deliverable.

With the six traffic and parking counts requested in the November 10 additional request, we have increased this amount to capture parking activity over six different days. With the addition of traffic data collection, this also includes intersection turning movement counts at up to five (5) intersections in downtown with two daily traffic counts at two (2) locations. With each of these occurring on six different days, the costs for data collection alone are significant and based on the following assumptions:

- Turning movement counts capturing morning peak and afternoon peak conditions are in the range of \$600 per intersection, and daily traffic counts are approximately \$250 per location. With five intersections per day of collection (\$3,000 per day) and two daily traffic counts per day (\$500 per day), the total amount dedicated to data collection is estimated to be \$21,000 (\$3,500 per day over six separate days).
- Large special events may require different locations to be considered for traffic, especially if the City closes key streets or intersections during these events. This is not clear to us, and therefore we are unable to provide a specific set of locations.
- This leaves a fee estimate of \$6,500, or between 30 and 50 hours of staff time, to perform a succinct and focused analysis of this traffic data and expected impacts of new development. This will be oriented to understanding overall traffic operations and noting where critical challenges are needed. We do not have clear indication that this is the City's desired outcome from the traffic data collection task, but this is a conventional type of service (a traffic impact and operations analysis) that justifies the collection of data. Without this, it is not clear to us how data would be used, as traffic data and parking occupancy do not always follow parallel patterns.

It is important to note that the presence of State Route 13 adjacent to Flowery Branch's downtown core district means that any traffic analysis may require coordination with the Georgia Department of Transportation. We have assumed that our team will be asked to take on that coordination and this is reflected in the analysis portion of this item.

Item 3: This could include either participation at a downtown special event (using such approaches as a table or booth to display information and interact with participants) or a special public open house dedicated to the parking study. The fee amount includes staff time for participation, as well as preparation of display and information materials, and summary and documentation of the input received at the event. It does not include a survey.

Item 4: It is not known to our team the degree to which potential future development would provide additional parking, nor is it currently known whether additional parking will be needed. With these conditions in mind, this task would include suggested approaches for management of existing and

forthcoming development-related parking as well as potential locations for new parking *if our team determines that additional parking is needed*. This task will include presentation of the type of analysis we presented in the October 31 interview, wherein we compared observed parking levels in current conditions with the expected amount of parking that current land uses would be expected to generate. We will consider development inputs (from Item 1) as well as the observed parking activity (in Item 2) as a baseline for estimating future parking needs. Critically, though, this item will also speak to management-based approaches that ensure any new parking investments serve downtown to their best ability.

Item 5: This will include an assessment of current street sections and will build on the traffic analysis developed in the full-scope iteration of Item 2 to identify any potential challenges with circulation or parking accommodation. From our team's in-person observation of downtown, the current parking supply and traffic capacity on streets does not appear heavily used during typical daytimes, so this assessment will need to draw from findings in Item 2 to understand how this may vary in different conditions and periods of activity.

Item 6: This will be a high-level diagram of a recommended downtown street network configuration with conceptual illustrations of street cross-sections that would make up key downtown streets. It will include a downtown diagram map and up to five (5) different cross-sections.

Item 7: This will include up to three (3) virtual meetings with staff to discuss findings and gather feedback and direction from staff.

Item 8: We will use planning-level cost estimates for street-based enhancements and off-street parking enhancements and construction, as applicable. These will not include the full level of detail of a typical Opinion of Probable Cost (OPC), but will be drawn from the most current available information on material and item costs that factor into these OPCs.

Item 9: This will constitute a high-level review (3-4 hours of staff time) of available funding sources and general applicability. We will provide basic guidance on what constitutes competitiveness for any competitive funding sources.

Item 10: Parking management approaches will have been explored and largely articulated in other items; this item will include up to three (3) meetings with a City leadership team with a composition of its choosing (for instance, this may include elected officials, City executive management, or key City partners and stakeholders, as the City deems appropriate).

Item 11: This will include development of a presentation and one (1) presentation to the Flowery Branch City Council.

EXHIBIT C
RFQ/P #44-014

Mandatory Cost Proposal

NOTE: This Cost Proposal MUST be submitted in a separate, sealed envelope with the RFQ/P Number and bid due date/time written in lower left corner of the envelope.

The below signed Contractor agrees to provide all services outlined in this RFQ/P for the lump sum amount of: \$ 24,500.

Company Name: Stantec Consulting Services, Inc.

Signed: Joel F. Mann

Printed Name: Joel Mann

Job Title: Principal

Date: September 20, 2023

EXHIBIT C.1 CLARIFIED REQUIRED ITEMS COST WORKSHEET

Cost Matrix of Required Items

Item	Description	Scope of work as described in October 31 Interview	Scope of work as described in November 10 request for detail, parking counts only	Scope of work as described in November 10 request for detail, parking counts and analysis
1	Review future development plans	\$600	\$600	\$600
2	Review and document existing downtown parking infrastructure, conduct 6 traffic counts of downtown (2 on typical weekdays, 2 on typical weekend days, and 2 during events). Validate reasonableness collected counts with staff	\$5,500	\$11,500	\$39,000
3	Intercept public input on downtown mobility and parking (whether by survey, open house, or intercept event)	\$3,400	\$3,400	\$3,400
4	Identify ideal locations for future parking infrastructure (whether it be on street, gravel or paved lots, or parking decks)	\$4,800	\$4,800	\$4,800
5	Conduct an analysis of existing street layouts	\$2,000	\$2,000	\$2,000
6	Identify potential changes to street layout or grid to improve mobility through downtown (whether it be intersection improvements, road diets, conversion to one-way traffic, etc.)	\$2,400	\$2,400	\$2,400
7	Work with City and Consultant staff regarding findings	\$1,000	\$1,000	\$1,500
8	Provide reasonable cost estimates for all proposed projects and improvements	\$1,200	\$1,200	\$1,600
9	List any funding mechanisms the City can consider to implement said projects	\$800	\$800	\$800
10	Present strategy of shared parking management	\$1,800	\$1,800	\$1,800
11	Present findings to Flowery Branch City Council	\$1,000	\$1,000	\$1,000
12	Other/Not Mentioned:	\$0	\$0	\$0

**TOTAL FEE FOR EACH
SCOPE ITERATION**

\$24,500

\$30,500

\$58,900

Required Items: Detail and Assumptions for Fee Proposal Amounts

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It is important to note that the presence of State Route 13 adjacent to Flowery Branch's downtown core district means that any traffic analysis may require coordination with the Georgia Department of Transportation. We have assumed that our team will be asked to take on that coordination and this is reflected in the analysis portion of this item.

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Item 9: This will constitute a high-level review (3-4 hours of staff time) of available funding sources and general applicability. We will provide basic guidance on what constitutes competitiveness for any competitive funding sources.

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Item 11: This will include development of a presentation and one (1) presentation to the Flowery Branch City Council.

Cost Matrix of Optional Items

Item	Description	Fee Estimate
O-1	Large event planning guide for Flowery Branch (where to route traffic, implement temporary traffic changes, etc.)	\$15,000
O-2	Provide EV charger installment suggestions	\$2,500
O-3	Needs analysis for additional sidewalks and/or other pedestrian safety measures	\$5,000
	TOTAL FEE FOR OPTIONAL ITEMS	\$22,500

Total Cost (\$22,500 + \$30,500) = \$53,000

Optional Items: Detail and Assumptions for Fee Proposal Amounts

Item O-1: It is unclear to our team what level of detail the City expects from an event management plan. These can be extensive, involving detailed road closure information, traffic control and signal timing plans, and detailed person-hour assessments and operational plans on how personnel should implement plans in real-time events. They may also take a more simple and high-level approach with basic guidance points. Based on our understanding of the potential scale of Flowery Branch's largest events, this plan would reflect a level of detail somewhere between these two levels. It is expected to provide detailed route changes, street closure recommendations, and basic operational parameters for staging one smaller event and one larger event, to be determined by the City. It will also include coordination with the Georgia Department of Transportation for any event-based operations affecting sections of State Route 13 or its intersections, but our efforts will not include applying for or securing any permits from GDOT or receiving official approval.

Item O-2: As discussed in the October 31 interview, there are different levels of detail that this guidance could represent. This guidance will be high-level and provide best-practice information on potential changes to land development regulations and zoning ordinances, as well as best practice information on how to locate electric vehicle charging facilities in parking garages and lots. This will not include a detailed suggested map of locations, as numerous factors may make this map difficult or impractical to implement.

Item O-3: This is another item that could take on a high-level approach or take on significant detail to outline needs. The service proposed here would take a high-level approach (with between 25 and 35 consultant hours) to identify gaps and deficiencies in existing pedestrian infrastructure, including sidewalks, railroad crossings, intersection crossings, and traffic control oriented to pedestrians (such as pedestrian signals at intersections and flashing-beacon mid-block crossings). Based on the findings of other items, this item will recommend locations and potential design treatments to improve pedestrian safety, with planning-level cost estimates. This will not include a detailed review of safety data or collection of pedestrian counts.



Flowery Branch Downtown Parking and Mobility Study

JULY 2024



Flowery Branch



GAINESVILLE-HALL
Metropolitan Planning Organization



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3 Managing Parking Demand Considering how parking use patterns are replicated over an entire year	21
4 Downtown Development and Opportunity Costs Analysis of City-based revenue from fiscal year 2023 and implications for parking management	25
5 Toolkit of Solutions Strategic tools and management approaches to help the City begin to address parking demand as it increases over time	34
6 Implementation Plan Recommended action plan for the City to take to line up toolkit options and specific capital projects to create a more robust parking and mobility system downtown	40

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FLOWERY BRANCH PARKING AND MOBILITY STUDY EXECUTIVE SUMMARY

JULY 2024

The City of Flowery Branch, with partnership and support of the Gainesville-Hall Metropolitan Planning Organization (GHMPO) commissioned this study to evaluate parking and mobility in downtown Flowery Branch, recognizing growing economic activity and investment interest in the city's downtown district. The study is intended to provide the City with information for future decision-making on streets, mobility strategies, and parking management and addition as downtown Flowery Branch matures and evolves into a more mixed-use district and a regional destination for dining, shopping, and events.

This executive summary outlines the basic study approach, findings, and key recommendations.

The big question: should the City add parking?

The study was based on parking-related concerns from Flowery Branch's successful recent efforts to promote its downtown through special events and the establishment of new businesses. The limited supply of parking today is exhausted when large events occur, and the City relies on vacant properties to provide overflow parking—but these vacant properties are key City-owned parcels for redevelopment.

Overall, the study recommends that more parking supply would be helpful for Flowery Branch's mobility needs, although this is not necessarily in the form of a new surface parking lot or garage. These are high-cost investments, and they limit how downtown space can be used to further the City's goals of revitalization and economic development in its central business district. Indeed, adding street parking through modernizing downtown's streets is a

Main Study Findings and Takeaways

The important points of the Parking and Mobility Study

Flowery Branch's downtown experiences high levels of parking activity at select times, especially during major special events. These make heavy use of parking in the immediate downtown blocks, but there is still available parking even at busy times.

The City currently relies on a mix of City-managed parking on streets and parking on off-street lots to serve demand. It owns most, but not all, of these properties.

Most of the off-street parking is on property the City is planning for redevelopment, and would no longer be available as parking when that redevelopment happens.

The City should address this with a combination of parking management, supply additions through adding more on-street parking, and use of other event management strategies before considering construction of a major new parking structure.

more practical first step, as this also provides important infrastructure upgrades (such as sewer and stormwater infrastructure) and allows for the addition of sidewalks that make downtown more walkable.

Data-Driven Approach

The study followed a methodology based on understanding current parking inventory and how it is used, then considering what changes could be expected from future land development and growth in special events. To understand current patterns of use, the study included four counts of parking occupancy, capturing both special events and typical daily conditions in downtown. This allowed the study team not only to understand how utilized parking was, but to pinpoint specific streets and parking lots and their levels of use. As a result, the study presents a finer grain of understanding of where parking is used. The community perceptions of parking challenges that led to the study can be compared to actual observed data to understand the nuances of parking activity in Flowery Branch.

Parking and Land Development

As the City has also been taking steps to develop vacant properties adjacent to its downtown core at the time of the study, the study considered how adding new parking might impact potential development opportunity. It also considered that adding to streets will likely require additional right-of-way to be acquired to build street sections comparable to downtown's Main Street and Pine Street, and several downtown blocks are already small compared to larger sites outside of downtown.

To address this, the study has proposed a mix of street sections that would be applied through capital projects to enhance current street infrastructure and add parking—while also making downtown more walkable and connected. The study recommends that this is the first and most practical approach the City should follow to add parking, but that streets should be carefully selected to reduce impacts on existing downtown buildings and the overall scale of the district.

Management Opportunities

Even with the addition of parking, Flowery Branch's downtown is becoming increasingly desirable as a place to visit, dine, and recreate for special events, and this points to opportunities to introduce management of parking as a scarce resource. Not all parking should be managed, but parking supply in consistently high-use may apply time limits or even price (likely in the long term) to make this desirable parking more available to more visitors. At present, there is nothing to keep parking users from occupying parking for long periods, meaning that the most in-demand parking tends to be less available—the very conditions that lead to public perceptions that downtown lacks sufficient parking.



Making Changes Happen

Although this study came about from questions of whether more parking supply is needed downtown, the dynamics of parking and mobility are complex and merit more than a simple solution of adding parking. Parking has to be managed to serve downtown well, and getting to and from downtown (especially for special events) should be considered along with where visitors park when they arrive there.

The study recommends a multi-pronged approach to implementing recommended ideas that engages the City in making important upgrades to streets, begins exploring management approaches to recognize that some parking will always be in higher demand than others, and lays out several paths for the City to be ready for changes to come to downtown—either through redevelopment or changes in the transportation industry. At its heart it recognizes that additional parking would benefit downtown, but presents an approach to this that recognizes downtown's special character and appeal to its visitors and community.

1 Setting the Stage

1.1 Flowery Branch's Current Downtown and Study Area

Flowery Branch's downtown area is the historic footprint of the community that grew up around the Southern Railroad corridor (today's Norfolk Southern railroad) connecting Gainesville and Atlanta. In a town plan similar to many small downtowns in Georgia, Flowery Branch grew mostly on one side of the rail corridor, with the main regional road connection (Atlanta Highway, today's State Route 13) located directly adjacent to the railroad.

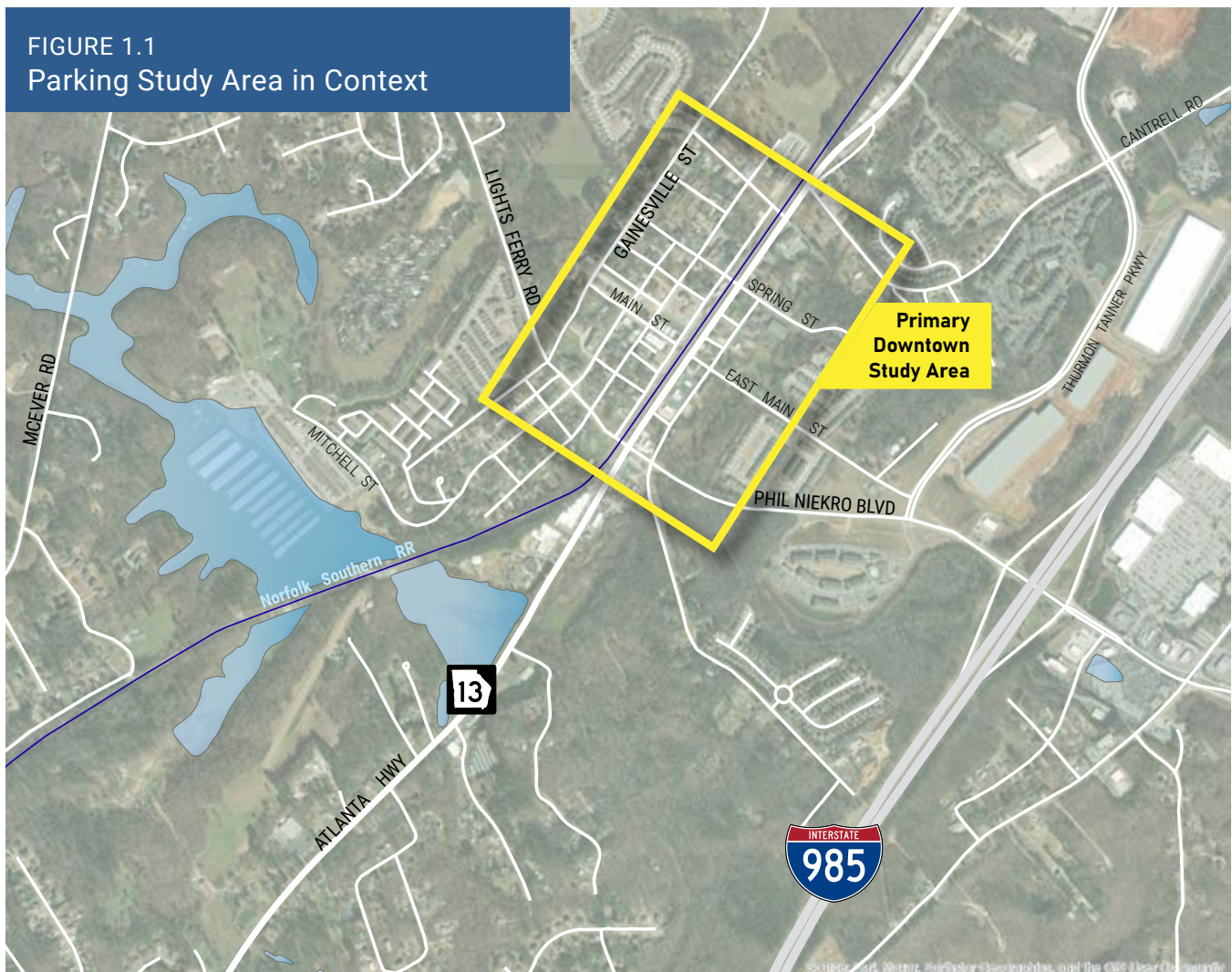
Flowery Branch remained a small community, mostly within this downtown footprint, from its establishment in the 1870s to the construction of the Buford Dam of the Chattahoochee River that created Lake Lanier in the 1950s. The community has experienced faster growth in the last 20 years, partly as Lake Lanier has increased in popularity as a recreational and second-home destination in the Atlanta area, but also due

simply to the continued growth of the metropolitan area to the north and northeast.

The study area considered this core downtown district, as shown in Figure 1.1 below and Figure 1.2 on the following page, and also looked at regional context beyond this area to consider regional circulation patterns. This allowed the study to consider key transportation corridors that connect it to other parts of Hall County, especially State Route 13.

Downtown's primary land uses are a mix of the historic commercial core, centered on Main Street and along the Norfolk Southern rail corridor, and residential and community uses around it. While much of the residential component of downtown is older single-family homes, downtown includes two larger multi-family complexes; it also includes churches and buildings serving community organizations, along with an amphitheater park between Church and Mitchell Streets. Flowery Branch's joint City Hall and Police Station are also located downtown on the block bounded by Pine Street, Church Street, Chestnut Street, and Railroad Avenue.

FIGURE 1.1
Parking Study Area in Context



1.2 How Parking is Used Today

Most of downtown Flowery Branch's parking activity today happens in street spaces, especially in the recently-reconstructed streets (Main Street between Railroad Avenue and Gainesville Street, Pine Street between Railroad Avenue and Church Street, and Railroad Avenue between Lights Ferry Road and Chestnut Street). However, several businesses, residential properties, and churches have their own parking lots, and these are used to support their employees and customers.

A primary reason for street spaces being used so prominently is the relatively limited off-street parking provided with key downtown businesses and institutions. Several of these, especially along Main Street, occupy older commercial buildings where no off-street parking was provided with the building construction. The City Hall/Police building also has no off-street parking of its own and relies on the surrounding street spaces to serve its uses.

While parking on typical days in downtown reflects the land uses that currently make up the district, Flowery Branch has had notable success in programming and facilitating special events that draw much greater numbers of visitors to downtown than the typical-day conditions that occur on most days and in most hours of a given day. This pattern of activity from special events is discussed further in Section 1.3 and Section 2.2., but generally brings higher levels of parking use. To accommodate this, the City has created agreements with several downtown property owners and makes use of the land the City already owns, especially the vacant properties along Church Street between Pine and Spring Streets.

1.3 Downtown Economic Development Strategies

This parking study was developed in the context of a larger City effort to encourage downtown redevelopment. The City currently owns several parcels in downtown, most of them vacant, and since 2023 has been partnered with a private developer to explore options for redevelopment building on the

FIGURE 1.2
Primary Downtown Study Area



existing success of downtown's main street. This is not only expected to add new demand for parking in downtown, but will also occupy more land currently allowing parking for special uses.

However, as noted previously, Flowery Branch has created a successful year-round calendar of special events that have had a significant role in increasing regional awareness of downtown and strengthening interest in investment and redevelopment. This has been a key strategic approach for the City's downtown revitalization, and has even named this function of the City's government the Department of Fun, with dedicated staff to administer programs and manage events.

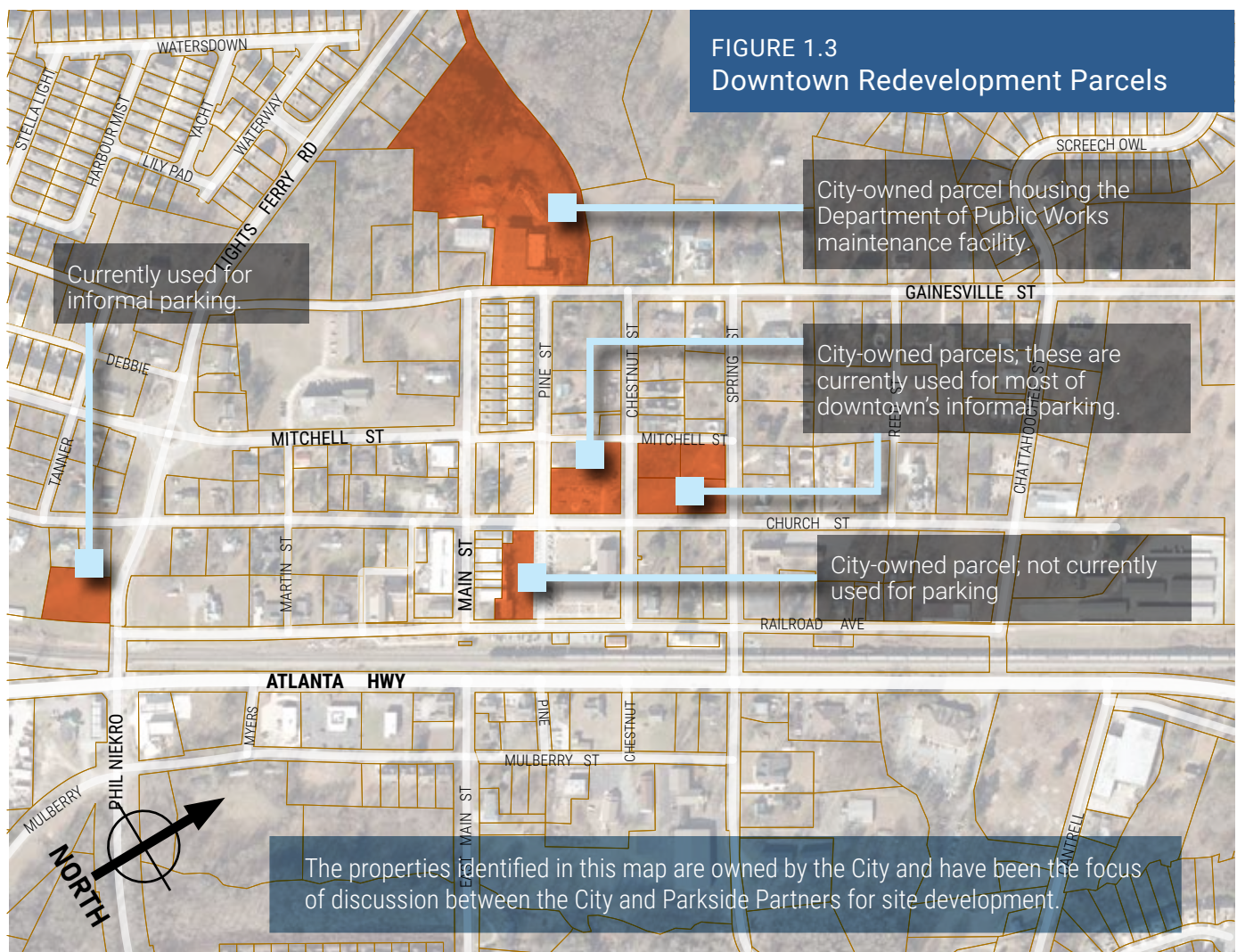
It is important to highlight both of these strategic pillars for downtown economic development because they have different implications for transportation and parking.

Permanent businesses, amenities, and housing in downtown will not only draw parking demand on a more regular basis, but will also set ever greater expectations for at least some parking to be reserved for those uses—either all the time or when the

uses are in operation. The parking users that come from these permanent uses are often more likely to come to downtown repeatedly and thus can understand an overall downtown parking system, but still wish to find convenient parking and parking that suits the purposes of their visit.

On the other hand, special events that draw greater numbers than the downtown occupancy of a typical day can quickly overwhelm the parking system—but they are also more likely to serve customers willing to park in more remote locations as long as parking options are intuitive and well communicated, and parking in those locations is readily available. These users may not come to downtown often, and are more sensitive to inconveniences, complicated arrangements, and limited information about how they can use the parking system. However, they are more likely to understand that these events attract large numbers of people and that parking is more likely to be scarce during these times.

The heart of this parking study is managing both of these sets of parking concerns simultaneously, recognizing that Flowery



Branch’s downtown development is closely tied with the special-event community functions for which it has become an attractive destination.

1.4 Major Questions and Needs

With these factors in mind, the study has sought to answer a series of questions around parking and provide strategic pathways for the City to follow to address these questions and its parking needs.

Question 1 Does the City need additional parking supply?

The success of downtown’s events programming has led to frequent occurrences of busy patterns of parking activity.

Today, Flowery Branch has only surface parking facilities—parking on street and in off-street lots—and no structured garage or ramp parking. While structured parking is common in mixed-use downtowns, it is also constructed at a significantly higher cost than surface lots, and represents an investment more likely to stay in downtown’s land use context for a long time. The form of parking should be considered relative to cost, benefit for downtown, and tradeoffs for development opportunity or other uses of downtown land.

Question 2 If the City does need parking, what form does this take?

Likewise, the City’s recent street enhancement projects through downtown have added parking spaces on select blocks. Other streets that have not had these improvements are not currently well suited to support on-street parking, as they feature narrow cross-sections with paved surfaces only wide enough for travel lanes, and little space between the paved roadway and what is commonly open-swale drainage in deep ditches. Continued expansion of the street parking supply through capital improvement projects to upgrade streets not only offers the potential to add parking, but also modernizes downtown’s street infrastructure and makes streets more walkable and accessible.

Question 3 Are there other ways the City might address parking need?

There are different approaches than increasing current supply that cities use for their downtown districts to making parking more available. Flowery Branch currently has no parking regulations on its curbsides apart from full restrictions (‘no parking’ signs) in select locations.

This study was undertaken with a general approach that parking management can and should be used in situations of scarcity, even if it is to be coupled with added supply, or downtowns will continue to face the kinds of challenges and questions around adequate parking that Flowery Branch currently does. This study not only explored whether inventory was adequate, but also offers strategic guidance for the City to begin exploring parking management approaches.

Question 4 What will be the difference between future and current conditions if downtown is redeveloped?

This study not only considered the current conditions with parking, but also what might be needed if downtown is expected to face more parking demand in the future. To this end, the study considered the likely impacts of new development as explored throughout early 2024 with the City and its development partner Parkside Partners.

Overall, the development concepts proposed by Parkside as of June 2024 do not present enough addition of land uses or density to downtown to substantially alter current levels of demand. These would bring buildings at a scale appropriate to downtown’s existing character and density, and, in a reflection of real estate market trends, focus their uses on residential dwelling units, food and beverage uses, and limited boutique retail. The study explored how these would add to overall demand, but notes that most residential parking supply is intended to be provided with this development, adding to the need for public parking only around the commercial uses.

2 Parking Inventory and Regulations

2.1 Parking Inventory

The parking supply in Flowery Branch’s downtown includes a mix of on-street and off-street spaces, with 916 spaces estimated for purposes of this study. Of those 916 spaces, 207 are located south of SR 13, separated from downtown by the Norfolk Southern rail corridor. These spaces were counted for occupancy during the study, but are not counted in primary tabulations on occupancy, leaving a remainder of 709 total estimated spaces considered for purposes of the study.

Spaces are referred to as ‘estimated’ because of an important characteristic to downtown’s parking: some spaces are formally designated in dedicated curbside spaces and off-street parking lots, but other spaces are used intermittently, especially to serve special events, in land that is otherwise privately owned and not designated as parking full-time. Table 2.1 below provides a more detailed

breakdown of the spaces in downtown and their distribution between ‘formal’ and ‘informal’ categories, noting in addition where formal spaces in dedicated lots are fully available to the public and where a legacy of agreements with the City has allowed their use for certain purposes, typically special events.

While the study did consider parking facilities south of SR 13 serving the businesses along this corridor, the study’s observations of occupancy noted that these parking lots appeared to be serving no users other than employees or patrons of the businesses. For this reason, they are counted in the study, but in later discussions of parking occupancy have been removed from tabulation.

As Table 2.1 suggests, there are different classes of parking that were considered in the study beyond on-street curbside spaces and off-street parking lot spaces. Flowery Branch is currently using several of the vacant properties identified for redevelopment (as illustrated in Figure 1.3) to support special event parking, significantly increasing its parking supply during these times. However, as these are not fully designated parking spaces that are always made available for use, and the vacant properties have no permanent markings

TABLE 2.1: Parking Inventory Summary of Parking by Type		
	Total Parking Spaces in Study Area (includes south of SR 13)	916
	Total Parking Spaces in Study Area (north of SR 13 only)	709
	On-Street Spaces	223
	Formally-designated spaces	209
	Informal spaces in curbside used to support parking, especially during events	14
	Off-Street Spaces (includes south of SR 13)	693
	Off-Street Spaces (north of SR 13 only)	486
	Formally-designated spaces north of SR 13 (in downtown core)	226
	Informal spaces in vacant properties used to support parking, especially during events	260

The study initially counted spaces south of SR 13 as part of a larger study area, but these have limited interaction with downtown due to the barrier that the NS Railroad presents. The study’s tabulations only considered parking north of SR 13.

or other formal arrangement for parking spaces, the study refers to these as 'informal' spaces that are used intermittently. These complement the 'formal' spaces that are more permanently available, though not always to special event patrons and in some cases are restricted to the general public overall. These types of parking are discussed in further detail in the following subsections.

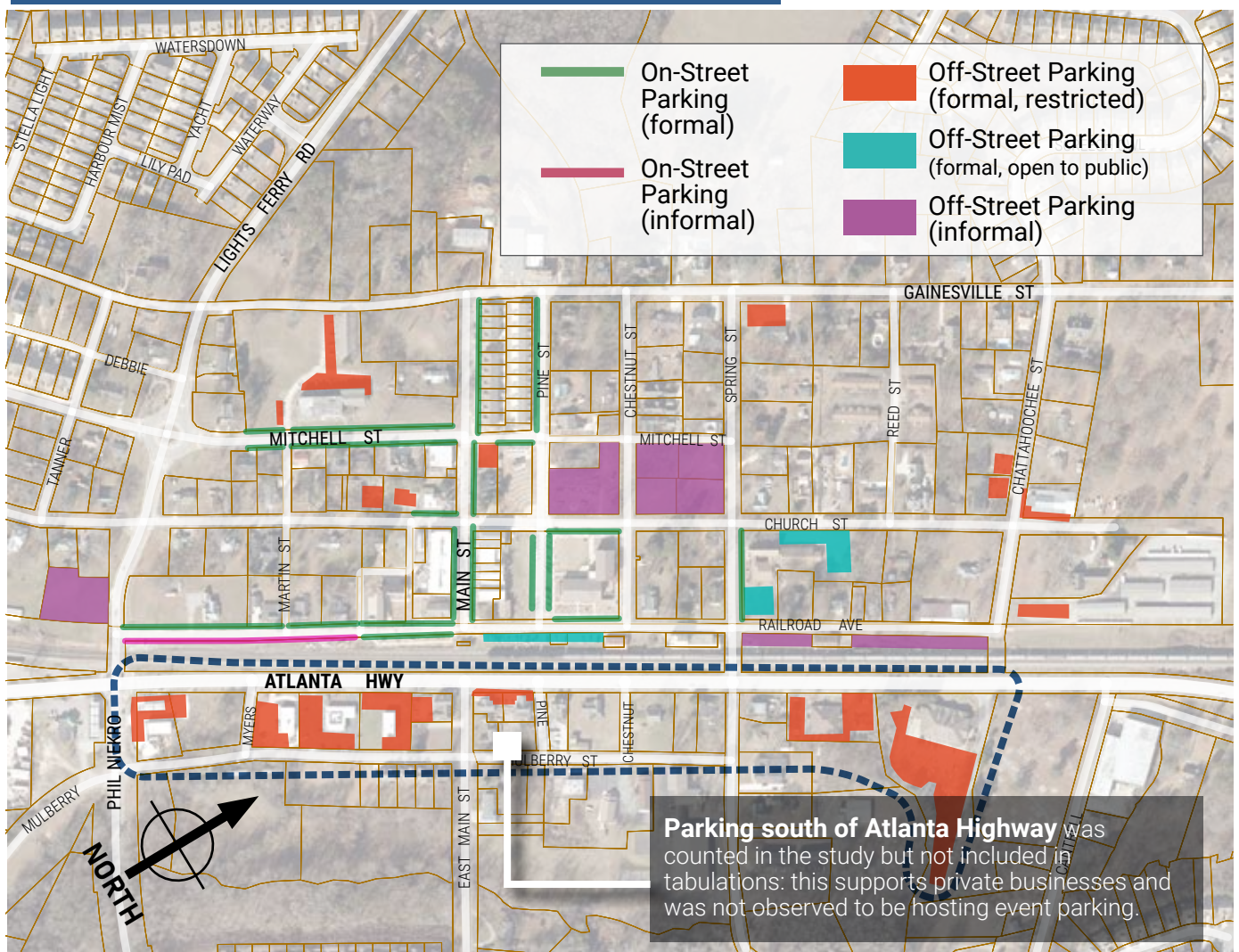
FORMAL AND INFORMAL PARKING

A large part of downtown parking, especially during special events, is in vacant properties, unpaved roadside shoulders, and other locations where parking spaces are not designated but parking customers have determined that cars will physically fit. This study refers to these spaces as 'informal' parking due to their improvised nature and intermittent use. During most special events observed, the vacant lots used for

informal parking had no designated signage or guidance for where vehicles should park and circulate, though one observed event used stanchions and rope to designate parking bays. During non-event times, none of these spaces were used. City staff advised the study team that the City has agreements with non-City property owners of these spaces.

The other parking in downtown is considered 'formal' due to designation of actual stalls and circulation, defining a set number of spaces in a lot or curbside space. Most formal off-street parking is privately owned, such as by the Flowery Branch United Methodist Church, and most formal on-street parking is directly within City right-of-way. However, the City has a documented agreement with Norfolk Southern Railroad to use a section of right-of-way (generally along Railroad Avenue, opposite the Flowery Branch City Hall and Police Station) for spaces, and these are considered formal spaces,

FIGURE 2.1: Parking Inventory
Downtown Flowery Branch Parking Inventory



despite not being a paved surface, due to this agreement.

PUBLICLY-AVAILABLE PARKING

Parking that is truly available to the public and does not have restrictions other than pricing or time limits is located throughout the overall study area, although the bulk of it is associated with the informal spaces in the downtown core and west of Lights Ferry Road, which together comprise 274 of the 483 spaces that the general public may use without permission. The remainder of these spaces are the on-street spaces throughout downtown's blocks.

VIRTUAL PUBLIC PARKING

Downtown features some parking that the public may use without restrictions, though it is owned by private entities and made available either through a lease agreement with the City

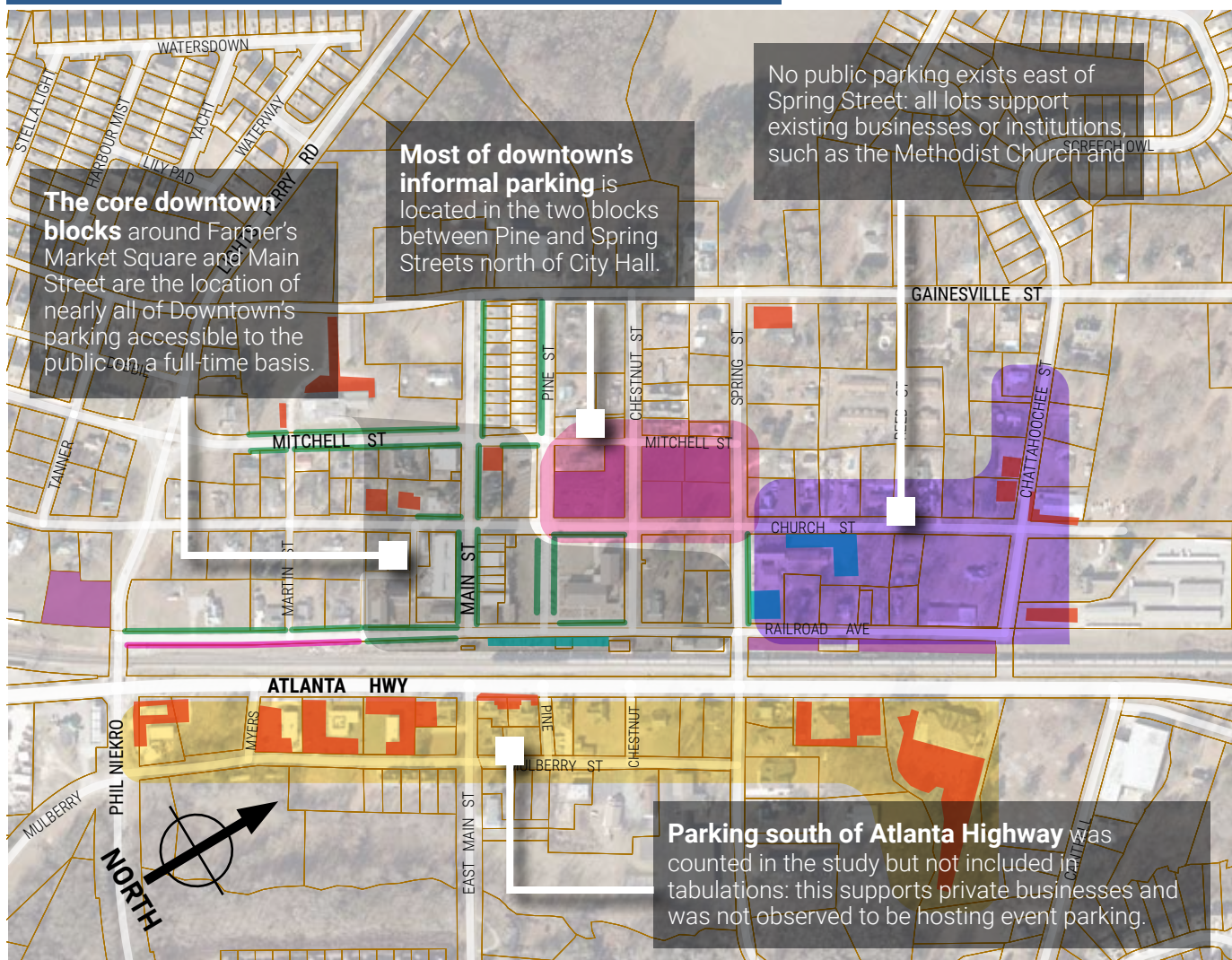
or a less formal arrangement. This assessment is using the term 'virtual public' parking to refer to this part of the inventory because it is not parking the City has had to construct or acquire, but serves a similar purpose.

RESTRICTED PARKING

The remainder of downtown's parking supply is restricted to certain users, most commonly employees or customers of a particular business or establishment. However, even parking that is restricted operates in reality with a range of nuanced options and permissions, some formal and some not.

Figure 2.3 on the following page illustrates this complexity in the form of a matrix between permissions (who can use parking for their visits) and formal status. Although this study's inventory did not identify precise numbers of spaces that fit into these classes, Figure 2.3 estimates how inventory is

FIGURE 2.2: Parking Inventory
Key Observations on Parking Inventory



distributed. This only underscores the complexity of current parking management, even for a small downtown supply, and the large amount of parking that falls into some form of restricted use means that the ‘park once’ desire of the majority of downtown’s visitors may be hard to achieve.

2.2 Parking Occupancy

This study performed a series of utilization surveys of downtown parking, intended to compare special-event parking to typical conditions. Since not all downtown functions are open on typical business days, even non-event days are expected to show variations in parking activity, and the counts attempted to reflect this.

These counts only consider occupied parking spaces at the time of counting—the number of parking spaces filled by vehicles at the time of the occupancy survey—and they do not account for duration of stay (how long a particular vehicle occupies a space). Nonetheless, this is an important indicator of the degree to which parking is utilized and the spatial relationship between parking use and the events or

destinations that drive parking demand, allowing the City to understand where parking scarcity tends to occur and what parking users consider to be reasonable walking distances.

Occupancy is reported in terms of a percentage of all spaces in use at the time of counting, and as Figure 2.4 illustrates, this is grouped into different categories that serve as general indicators for parking activity. The parking industry considers an 85 percent level of occupancy an optimally efficient degree of parking utilization: parking is mostly serving users who need it, though there is always at least some available parking for new users who arrive to a location. Utilization rates above 90 percent reflect parking that is functionally full, as users are more likely to arrive and find no available spaces and conclude that more systematic, regular parking shortages exist.

On the other hand, parking that is roughly half occupied or less allows ample room for new users to arrive, but enough of this parking in a given place or time usually suggests that there is not enough system-wide parking demand in that area to drive high levels of use, and the area may have more parking than it

FIGURE 2.3: Parking Inventory
How Inventory is Divided Among Parking Types

	City Owned	Railroad Use Agreement	Public Use for Events	Fully Private Residents and Customers Only
TRUE PUBLIC Anyone can use	209	25		
RESTRICTED BUT SHARED Public can use			255	
RESTRICTED FOR MOST CONDITIONS For Special Events			86	
ALL OTHER PARKING LOTS				352

needs. This often occurs in locations farther from principal economic activity, or late-night or early morning periods when businesses and institutions are closed.

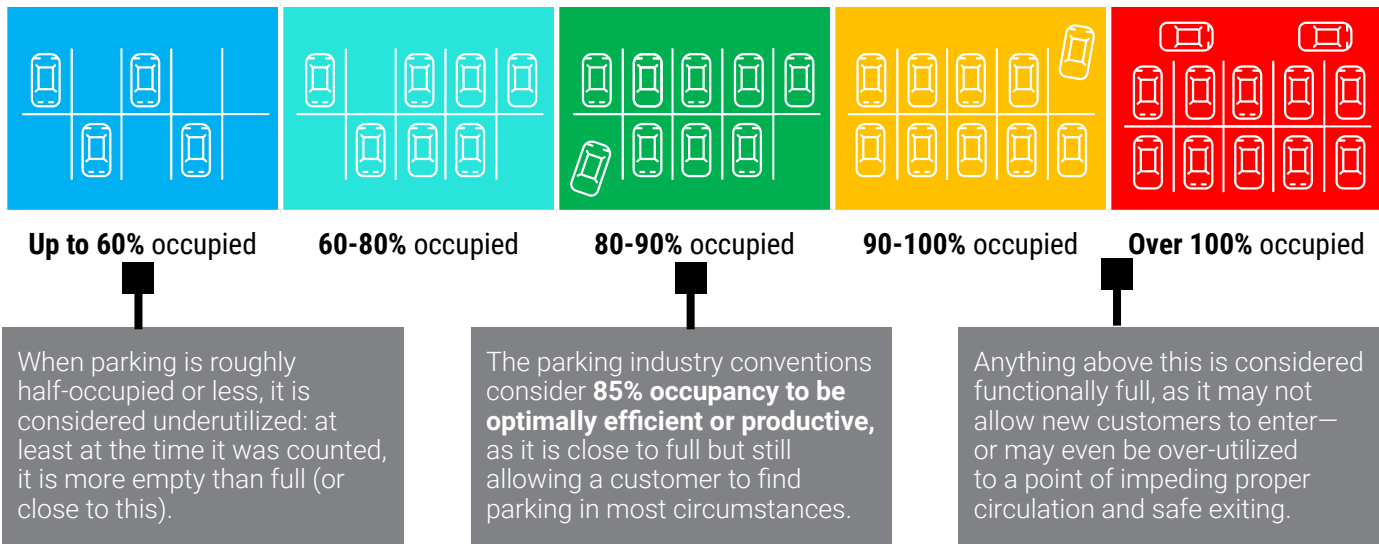
As the figures on the following pages note, Flowery Branch’s parking occupancy varies, with special events driving more use than typical daily conditions, and much of the available downtown parking in non-event conditions unused. This underscores the earlier assertion of different parking and transportation implications of these events compared to more permanent economic development results (such as new restaurants, businesses, and residences) in Section 1.3. Parking that is in high demand for special events will need solutions to make that parking available, but the temporary nature of these events suggests that other approaches than permanent parking may be sufficient to meet this demand.

Each of the following two-page summaries captures one of the four periods of parking occupancy observed in the study, with a map displaying parking occupancy per the color-

coding system shown in Figure 2.4 below, and images reflecting actual parking conditions at the time. As noted previously, although the parking south of SR 13 was counted in these occupancy surveys, it is not included in summary tabulations or findings.

FIGURE 2.4
Summary of Parking Utilization Levels

The maps and diagrams on the following pages use a color-coding system to illustrate the levels of occupancy for on-street and off-street parking during different time periods. Each of these is tied to a range of occupancy rates, and although much of downtown’s parking appears heavily used, there are exceptions throughout the study area, even close to other areas of high levels of use.



2.2.1 Mid-Week Weekday Utilization

During a Wednesday in early afternoon hours, several of downtown’s restaurants were open for lunch and City Hall was open for business, though other uses appeared to be closed and parking facilities largely empty. Nonetheless, the core blocks of Main Street and Pine Street were functionally full during this time, and the informal parking spaces in the City-owned vacant lots were not in active use.

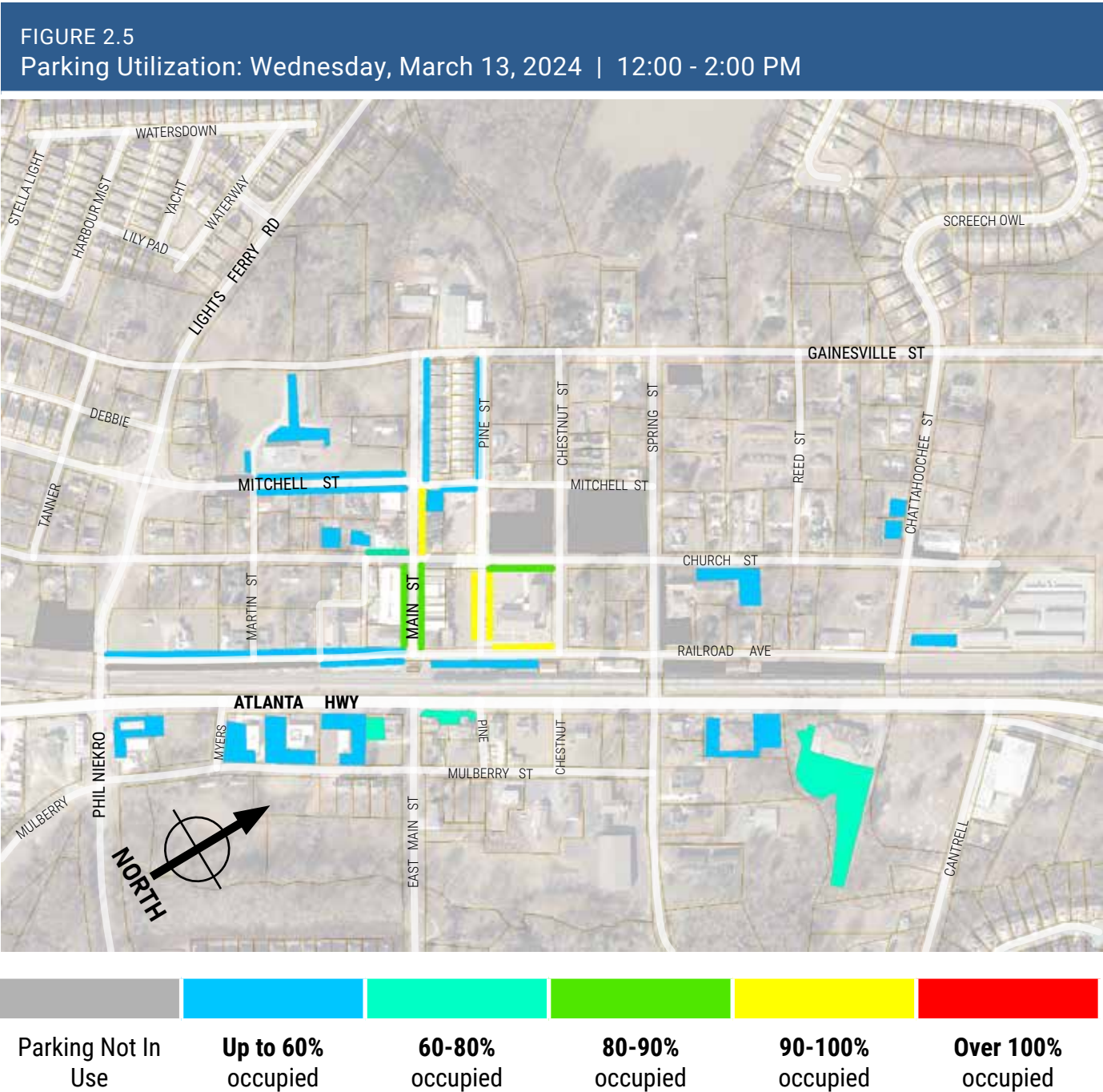
Weather and daylight conditions did not appear to be factors that might deter visitors from downtown.

Survey Conditions

Temperature76°F

Weather

Businesses Open





1: Mitchell Street



2: Railroad Avenue

Key Observations

March 13, 2024

Parking use was below overall supply for downtown in general, and parking users were able to park close to their destinations, primarily businesses open for business hours and the City Hall/ Police Station complex.

As shown here, this led to uneven utilization even on core blocks, with Mitchell Street (image 1 to the left) utilized at much lower rates than Railroad Avenue by City Hall (image 2), despite Main Street businesses being open.

Parking Activity by Type (north of railroad only)

	Formal	Informal
On-Street	123 (209 total)	0 (14 total)
Off-Street	53 (234 total)	0 (260 total)
Parking at risk (parking that would be lost if informal parking were fully redeveloped or removed)		0 spaces

2.2.2 Special Event Utilization: Farmer’s Market

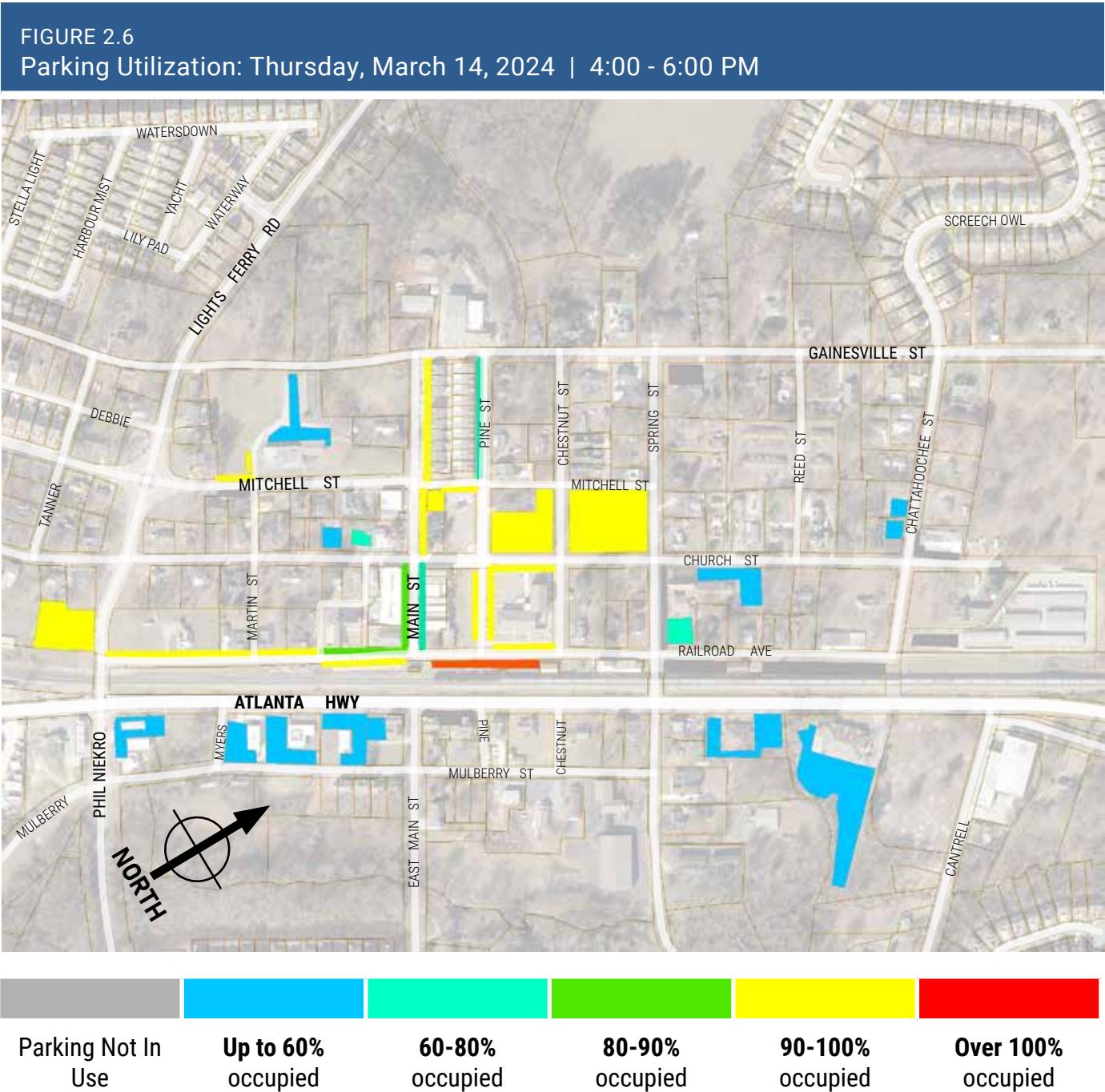
The St. Patrick’s downtown farmer’s market was estimated by Department of Fun staff to have attracted as many as 2,000 visitors to downtown, with family-focused events not only at the Farmer’s Market Square but along Railroad Avenue and Main Street as well. Most downtown businesses appeared to be open. No downtown streets appeared to be closed other than the block of Railroad Avenue between the market square and Main Street, though this was occupied with vehicles that appeared to be serving event vendors. Downtown’s three main informal parking lots were near the total numbers they are estimated to hold in the study’s inventory.

Survey Conditions

Temperature79°F

Weather

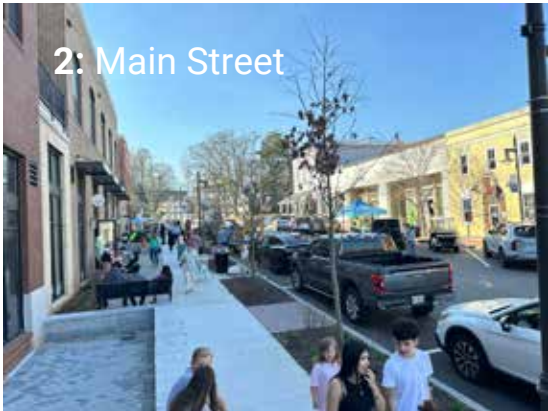
Businesses Open



1: Market Square



2: Main Street



3: Railroad Avenue



4: Informal Parking



Key Observations

March 14, 2024

City Department of Fun staff estimated that the St. Patrick's Day Farmer's Market attracted as many as 2,000 attendees over the four-hour period the market was open. Many attendees were together as families, suggesting well above one parked vehicle per attendee, and attendees arrived and departed from downtown throughout the event (in other words, there was no single peak period of circulating traffic). Counts were taken between 4:30 and 6:00 PM, generally the peak occupancy of the event.

As shown in the table below, on-street parking is heavily used during this event, with Main Street fully occupied (Image 2 to the left) and informal spaces along Railroad Avenue (Image 3).

Off-street informal parking was also used, but not as heavily as on-street parking. The layout of parked vehicles on these lots suggests that parking users find their own general arrangement and that potentially other vehicles could be fit into this space, as seen in Image 4 to the left.

Parking Activity by Type (north of railroad only)

	Formal	Informal
On-Street	194 (209 total)	16 (14 total)
Off-Street	104 (234 total)	219 (260 total)
Parking at risk (parking that would be lost if informal parking were fully redeveloped or removed)		235 spaces

2.2.3 Special Event Utilization: Weekend Festival

The Boy Scouts Spring Festival is another large special event in downtown, though estimated by organizers to have attracted fewer visitors than the March 2024 Farmer’s Market in Section 2.2.2, with an estimate of 1,000 visitors for the day. The study team engaged with event organizers, who noted that most visitors appear to stay for relatively short stays (less than two hours) and that peak activity was expected in the early afternoon.

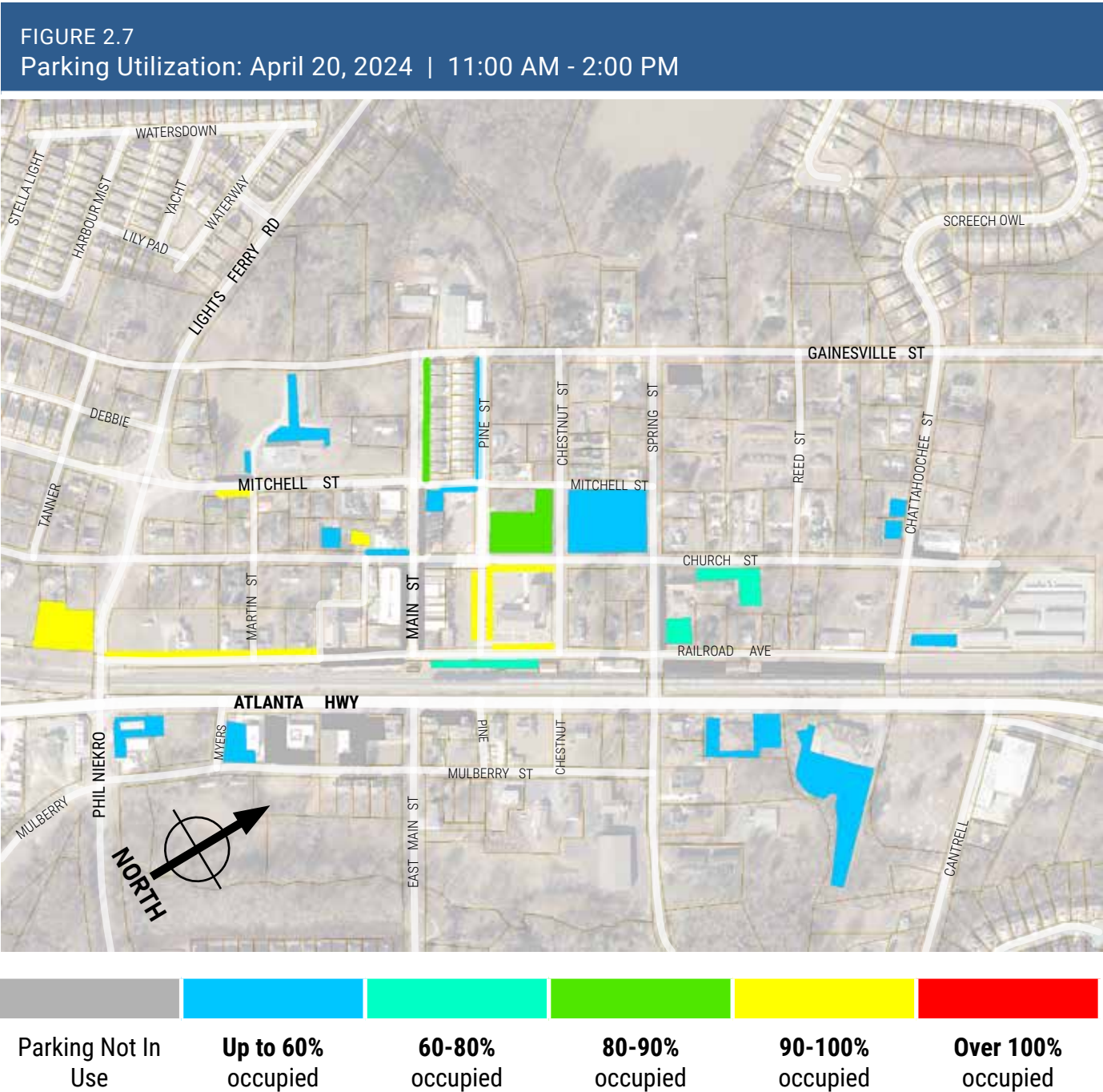
Parking facilities closest to the railroad and Farmer’s Market Square saw the highest rates of utilization, although more of the core downtown blocks were closed to circulation than in the St. Patrick’s market.

Survey Conditions

Temperature77°F

Weather

Businesses Open



1: Market Square



2: Railroad Avenue



3: Pine Street



4: Main Street



Key Observations

April 20, 2024

The Boy Scouts Spring Festival generally had less attendance than the Farmer's Market in March, with similar patterns of event attendees coming and going throughout the day. This event also closed more curbside and downtown street parking, resulting in a lower overall total of spaces than what is reflected in other counting periods. As shown in Images 2 and 4 to the left, Railroad Avenue and the core block of Main Street were closed for parking to accommodate event vendors.

This event also featured a much less intensive use of informal off-street parking, with the larger parking lot (between Chestnut and Spring Streets) under 50 percent used. Parking customers did utilize the Lights Ferry lot at higher levels, along with the street parking along Railroad Avenue and Pine Street (as shown in Image 3 to the left), suggesting that event visitors are drawn to the first parking they find available after entering downtown.

Parking Activity by Type (north of railroad only)

	Formal	Informal
On-Street	121 (159 total)	17 (14 total)
Off-Street	103 (234 total)	171 (260 total)
Parking at risk (parking that would be lost if informal parking were fully redeveloped or removed)		188 spaces

2.2.4 Special Event Utilization: Weekday Monday

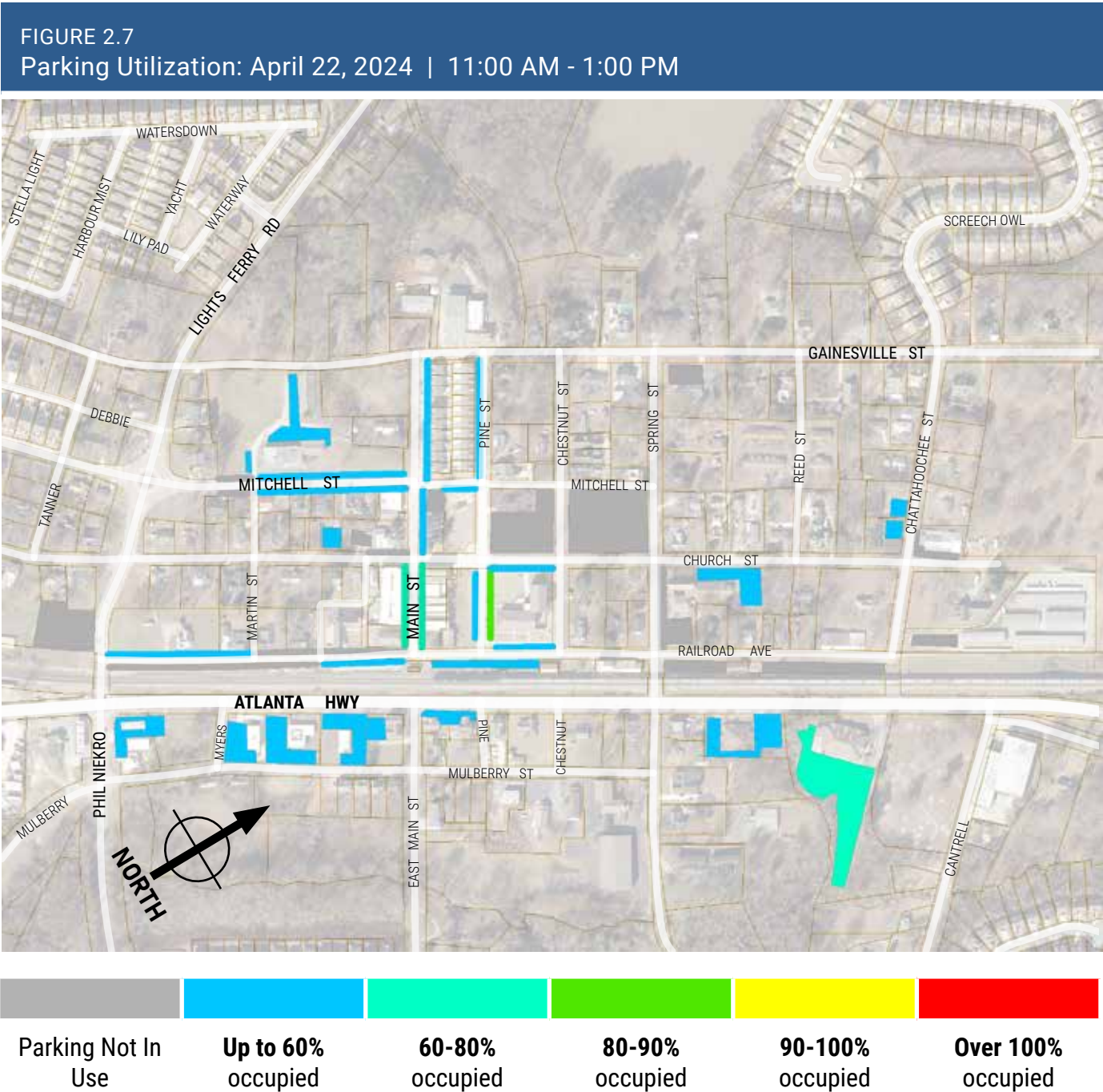
On a weekday when City Hall and the Police Station are open, but few private businesses are, Downtown's overall utilization is much lower than even other weekdays. Even the core blocks of Main Street and Pine Street near downtown storefronts and City Hall had ample availability.

Survey Conditions

Temperature67°F

Weather

Businesses Open





1: Pine Street



2: Main south of Church



2: Main north of Church

Key Observations

April 20, 2024

On a typical Monday, fewer businesses are open than later in the week, with the City Hall/Police complex being the only major driver of parking use north of the railroad apart from limited business activity on Main Street. Even just one block to the north along Main Street (as shown in Image 3 to the left), no parking is in use.

Parking Activity by Type (north of railroad only)

	Formal	Informal
On-Street	71 (209 total)	0 (14 total)
Off-Street	44 (234 total)	0 (260 total)
Parking at risk (parking that would be lost if informal parking were fully redeveloped or removed)		0 spaces

2.3 Inventory and Occupancy Patterns

As indicated in the surveys in this section, there is a significant variation in usage patterns between special events and non-event conditions, but some patterns emerge nonetheless. In particular, Main Street and the City Hall-adjacent street parking are typically the first destination for any visitors because they are the only consistent business or destination activity during typical weekdays. Parking users also tend to look for the first parking available, which appears to be closer to the Norfolk Southern railroad. This in turn suggests that most downtown visitors are accessing the district from the Lights Ferry Road and Spring Street railroad crossings, the only two crossings in the immediate vicinity of downtown.

These two observations point to potential for parking users and would-be downtown visitors to perceive that parking is insufficient: they are accustomed in non-event times to having parking close to active destinations, and when the scale of those destinations increases with the size of special events, the parking supply is not as readily available in downtown core

blocks. In other words, this parking in the core blocks is downtown's most desirable, as most users think of it as convenient but are also used to finding available parking there.

The following section describes how this trend tends to happen over the course of a typical year, based on the City's event calendar. This frames later recommendations on how to approach parking supply additions.

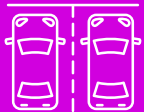
Parking Utilization Findings and Takeaways

Yes: it gets busy, especially in the downtown core



It is clear that events drawing large attendance numbers make heavy use of downtown parking, with most formally-designated spaces full during event times (and quickly claimed by new patrons if a prior patron left a space).

This varies by location and condition



Even during special event periods, not all parking was heavily used, even parking within close proximity to the farmer's market square. Private parking lots with no notable signage or restrictions stayed empty, while parking patrons made heavy use of informal parking spaces.

Special event patrons come and go regularly



Utilization surveys observed—albeit informally—that parking use during special events was not based on a single time of arrival and departure of all event attendees. Throughout the counting periods, event attendees departed and arrived, leading to some degree of turnover in parking space use. Thus, the total number of attendees did not all need parking at the same time.

3 Managing Parking Demand

3.1 Current Trends in Parking Use

As the utilization patterns in Section 2 suggest, there will continue to be times where parking around the core commercial blocks of downtown is at high use during events, and circulation to and from this parking requires careful coordination. However, at other times, there is ample parking supply and large portions of downtown's parking are not used. This points to a highly variable set of parking conditions and suggests that permanent parking supply to serve these variable conditions should be integrated into land use and economic development strategies for more efficient use.

This section of the study report creates a link between observed utilization and a series of policy and management approaches the City should consider as part of addressing its overall parking needs. These return to the four main questions of the study, specifically Question 3, regarding other forms of meeting parking demand.

Although the degree of parking use varies considerably between counts, some fundamentally similar patterns appear throughout all of the count surveys:

- **Main Street and Pine Street are likely the first locations most downtown visitors consider for parking.** These always have the greatest levels of utilization, even on low-demand weekdays when many businesses are not open. This is most likely due to their convenience adjacent to business and civic building entrances, but these are also parking spaces as part of a complete, modernized streetscape wherein walking access to destinations is easy and intuitive.
- **The informal parking spaces are not uniformly busy,** and the difference in scale between the two observed special events suggests that they may not all be utilized at each event. Although the City has relied on the informal lots, smaller events do not seem to use them fully. This may be due to lower overall attendance, but may also be due to the regular rotation of visitors, who come throughout the day in smaller numbers at any given moment.
- **Parking customers appear to choose the first parking they find, especially closest to the railroad.** Not only is parking along Railroad Avenue highly utilized during events, it also features informal parking—the only on-street informal parking observed in the study—

adjacent to the Norfolk Southern railroad. This street is parallel to Mitchell Street, two blocks to the north, with a greater number of formally designated parking spaces; nonetheless, Railroad Avenue's parking reaches high levels of occupancy first.

- **Privately-owned formal parking understood to be open to the public may not be understood in this way by all users.** Parking lots such as the Methodist Church lots appear to have low levels of use, even during high-attendance events, even though they are within view of highly utilized parking such as the informal lots. This suggests that many users unfamiliar with downtown may not fully understand what parking they may use, and follow what appears to be a critical-mass trend to choose parking that appears to be legitimate for their purpose. It is conceivable that parking customers in non-event conditions may be able to park in the vacant lots along Church Street and face no enforcement from the City, but no customers do this, presumably because of the uncertainty of parking on what might be private property. Likewise, parking that could be available to public users may be underutilized simply due to a lack of knowing that it is open for use.

3.2 Management Opportunities

Downtown parking activity as observed in this study shows that parking demand is consistently strong directly around the Main Street and City Hall core blocks of downtown, even though its use varies considerably in other locations. And based on the observations noted above in Section 3.1, parking tends to be less consistently busy in other locations—even with special events.

This suggests that downtown Flowery Branch might be ready to apply management principles to manage scarcity, especially in the historic Main Street and Farmer's Market area, as these will likely be the most desirable parking spaces even as downtown continues to grow.

These management approaches are explained in additional detail in Section 5, although they are highlighted here:

- **Setting time limits on parking will require users to make a choice:** if they want convenience of nearby access, the parking closest to high-demand destinations should be for shorter parking stays and more downtown parking customers can access an area in this way. These always have the greatest levels of utilization, even on low-demand weekdays when many businesses are not open. If customers want to stay for longer, they have alternative parking available to accommodate this. This use of time limits makes it known that high-demand

parking must be shared, but more users can benefit from it throughout a single day.

- **Putting a price on parking leads to even more advanced decision-making:** when parking has a price, the tradeoff between convenience and savings becomes more real. However, this also means that users willing to pay for both convenience and a longer stay should do so. Parking that is priced should not also have time limits, as it allows price to guide decision making and removes the anxiety of making sure both payment and time limit obligations are satisfied—the need to move within a time limit or to ‘feed the meter’ that causes frustration with many parking customers. Technology-based parking options make it easy for payment without time limits to be extended should parking customers opt for longer stays.
- **As parking systems evolve into using management and regulations, they generally begin with time limits and advance into parking.** From the standpoint of a consumer, applying a price to any good or service that has previously been free to use without payment is undoubtedly unpopular, and it is common in parking management for the businesses and institutions in downtowns and other similar districts to express concern that parking pricing will put their district at a competitive disadvantage. For this reason, both approaches should not be introduced at the same time, and time limits are a no-cost way to introduce the idea of managing a scarce resource. Section 5 discusses the conditions in which each is appropriate.

Sections 5 and 6 discuss this study’s recommended implementation in greater detail.

3.3 Supply Opportunities

As the core questions of this parking study concerned the need for added parking supply, a key factor in the study’s recommendations and implementation plan is the addition of parking to serve high-demand periods. However, as noted in the utilization surveys, the use of parking aligns with the parking supply that is available to the general public. Parking that is restricted to specific users tends to remain underutilized, even during busy special events.

This suggests that added parking supply should emphasize public access as much as possible, and not be dedicated to specific users. Although that may seem intuitive, the commitment of resources needed to build new parking usually comes with expectations for a return on investment, a relationship that this study has sought to explore.

- **Publicly-accessible parking should be downtown’s goal, and any parking the City adds should not be reserved to support private businesses, residences, or other specific land uses.** As noted in the utilization surveys in

Section 2, the highest levels of parking activity occur when the general public is using parking—attendees of downtown’s special events.

- **This can be for on-street or off-street parking.** While all street spaces are publicly accessible, off-street spaces should be as well, and the City should prioritize any new parking to be used for general public purposes and not dedicated to particular land uses.

A critical factor to consider in downtown’s parking management is that the high degree of activity from special events is not a daily occurrence. In addition to this, not all special events occur on the same scale. Table 3.1 on the following page estimates levels of attendance of major downtown events (based on the 2024 events calendar) and equates these with the levels of parking observed in the occupancy summary in Section 2. This allows the City to estimate where and to what degree parking will be required for these events, and how much of downtown’s immediate parking reaches functionally-full levels.

The estimate in Table 3.1 is based on the following logic:

- **Each type of parking day or parking event is its own class,** whether non-event or event days. The number of each of these days occurring throughout a typical year is calculated in the second column, based on general attendance figures for special events provided by City Department of Fun staff.
- Sundays are not counted due to a presumably lower degree of business use: City Hall and the Police Station are not open, nor is all retail. Thus, adding the number of days in each class results in 308 total days of 365 days in a year, removing Sundays (51-52 days) and major holidays when no event or downtown business would occur (5-6 days).
- Based on observed parking occupancy in Section 2, different occupancy levels are estimated based on opening hours of current businesses and the relative size of event attendance. The two events counted in this study’s occupancy surveys were estimated to be medium and large events based on attendance size. Small and milestone event parking occupancy is estimated based on frequency of events and relative size of events.
- For each class of parking day, a number of days per year is considered a surplus day or shortage day, with the amount of parking available (or deficient) at the busiest estimated time considered.

This table helps to illustrate that for a large part of the year, most downtown parking is occupied below 50 percent across the entirety of downtown, and for all but three days a year, parking in peak conditions is below total supply. The last row of the table compares the number of absolute shortage days

TABLE 3.1
Modeled/Estimated Amount of Parking Surplus or Deficit from Special Events

Type of Day/Scale of Special Event	Frequency per year (days and percent share of the year)	Observed or Estimated Parking Availability: Mid-Day	Observed or Estimated Parking Availability: Afternoon/Evening	Surplus-Day or Shortage-Day Factor (if observed is over or under total spaces)
		Total Non-Event Spaces: 449		
Non-Event Weekday: Monday-Tuesday Mid-Day	100 days 27% share	115 occupied 334 available (74%)	85 occupied 364 available	100 surplus days at 74% available
Non-Event Weekday: Wednesday-Friday Mid-Day	115 days 32% share	176 occupied 273 available (61%)	140 occupied 309 available	115 surplus days at 61% available
Non-Event Saturday: Mid-Day	25 days 7% share	145 occupied 304 available (68%)	100 occupied 349 available	25 surplus days at 68% available
		Total Event-Time Spaces: 709		
Small Event (under 500 attendees)	40 days 11% share	N/A	320 occupied 389 available (55%)	40 surplus days at 55% available
Medium Event (500-1000 attendees)	20 days 6% share	N/A	412 occupied 297 available (43%)	20 surplus days at 43% available
Large Event (1000-2000 attendees)	5 days 2% share	N/A	535 occupied 174 available (25%)	5 surplus days at 25% available
Milestone Event (More than 2000 employees)	3 days 1% share	N/A	900 occupied 191 needed (27% over supply)	3 shortage days at 27% over supply
Total Days of Parking Surplus Over 50% of Supply				280
Total Days of Parking Surplus Under 50% of Supply				25
Total Days of Potential Parking Shortage with Informal Parking Used to Supplement Supply				3
Total Days of Parking Shortage if Informal Parking is Removed				8

to how many shortage days would occur in a year if the informal parking on which the City relies for events were removed. Even in this case, only the large event days are likely to see substantial shortage, though the medium event days (20 per year) feature 297 available parking spaces, only slightly more than the 260 informal spaces that could potentially be lost to development.

When considering even this worst case scenario, 28 days per year of parking shortage—a substantial number for high-profile events that have attracted the participation of downtown businesses and have arguably raised the profile of downtown more than small events— is a small portion of the year, and suggests that major investment in new parking supply may not be justified if it will be underutilized much of the year.

The following section of this report discusses how new development would impact this potential dynamic, and what other approaches the City might take to adding parking to manage high-demand periods.

Parking Management Opportunities Findings and Takeaways

Parking that is scarce should be managed as such



Even though utilization of parking varies by surrounding business activity and especially at special events, there is a regular pattern of high parking use in the core downtown blocks that suggests regulating this parking may be appropriate. This is intended to provide availability to more customers throughout a given time period.

The frequency of downtown-filling events may not justify large amounts of new parking



Although the City's special events occur frequently throughout the year, with large events able to exhaust downtown's parking supply, these events only occur a limited number of times per year. Non-event conditions are more common, and building new parking is likely to have limited return on investment if it is unused most of the year.

Regardless of how supply is added, parking must be connected



Today's street network in most of downtown consists of narrow streets with no curb, sidewalk, or other street amenities. These do not allow safe pedestrian connection to parking outside of the core downtown blocks. Any new parking should be accompanied by new pedestrian connections to downtown destinations; achieving these connections most likely requires full reconstruction of downtown streets to provide closed drainage, curb and gutter stormwater channeling, and sidewalks. These reconstructions could also offer on-street parking in the same project.

4 Downtown Development and Opportunity Costs

Although the occupancy surveys of Section 2 and the estimation of parking need based on downtown special events have illustrated a parking demand profile with current conditions, the City is also working to achieve a more vibrant downtown through development of key vacant properties.

This relationship between downtown development and parking has three primary concerns at heart:

- **Redevelopment will bring new land uses, which will in turn add to parking demand.** As noted in the utilization surveys in Section 2, the highest levels of parking activity occur when the general public is using parking—especially as attendees of downtown’s special events. However, in the future, non-event days can be expected to see higher levels of parking use as more businesses come to downtown.
- **Redevelopment will replace vacant lots currently used for informal parking, thus reducing parking supply.** Two of the parcels identified in Parkside Partners’ development concepts are currently used as the primary locations for downtown’s informal off-street parking supporting special events. If these are redeveloped, this parking supply will be lost from the overall downtown total, suggesting a need to replace it through other means to maintain the same supply.

- **Any new parking will occupy physical space in downtown, and this space cannot be used for other purposes.** For this reason, it is important to understand a level of parking supply that would broadly satisfy downtown parking demand but also leave space for development to be feasible and contribute to downtown’s character. Several of the blocks within the area of this study are small, and limited right-of-way on the current streets means that any changes to street design may require addition of right-of-way making developable blocks even smaller. Likewise, once land is used for off-street parking it cannot serve other purposes without redevelopment.

4.1 Development Sites and Potential Land Uses

This study was performed concurrently with master planning efforts in a formal partnership between the City and Parkside Partners, a private developer who has developed mixed-use projects in other small downtowns. The development concepts Parkside proposed and shared with the City during this parking and mobility study focused primarily on the vacant blocks and properties adjacent to Main Street.

In general, the development concepts do not include significant additions of parking, and this parking is intended primarily to serve land uses associated with new development, and not the general public visiting downtown for other uses or for special events.

Table 4.1 below provides a summary of these potential uses, aggregating different potential scenarios as presented by the Parkside Partners team.

TABLE 4.1
Potential New Development and Estimated Parking Uses (Full Buildout Scenario)

Land Use	Max. Intensity (all scenarios)	Mid-Day Parking Demand	Evening/Weekend Parking Demand
<i>Residential Units (only parking not provided on-site)</i>	65 units not self-parked	20-25 spaces	35-50 spaces
<i>Retail</i>	10,000 SF	105-115 spaces	85-95 spaces
<i>Restaurant/Food-Beverage</i>	20,000 SF	160-180 spaces	125-140 spaces
<i>Events</i>	5,000 SF	N/A	30-35 spaces
Parking Demand per Time Period (low-high)		285-320 spaces	275-310 spaces
Available (Unused) Observed Parking (from Sec. 2)		257 spaces	145-155 spaces (during events)
Proposed On-Site Parking (Added to Current Inventory)		115-130 spaces	115-130 spaces
Additional Parking Surplus or Need		65-85 spaces (surplus)	15 spaces needed

4.2 Parking Impacts: New Demand from Added Land Uses

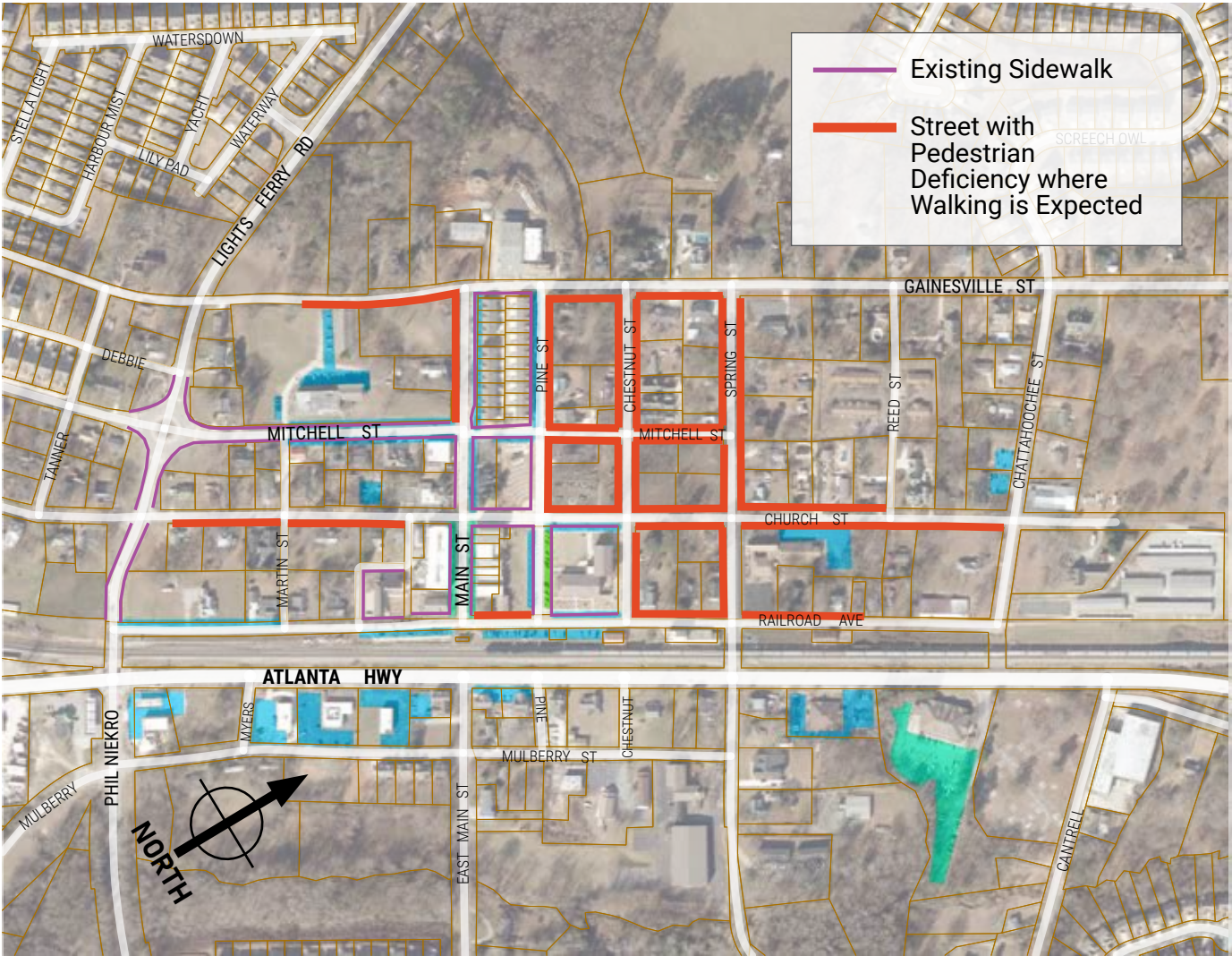
Although master plans are still conceptual and based on a series of different scenarios, the overall intensity of land uses this development is expected to bring to downtown Flowery Branch is consistent with the scale of current land use patterns. Most importantly, much of the development program in concepts proposed by the Parkside team is residential land use, expected to provide its own exclusive parking and not rely on shared facilities. The only significant non-residential uses are proposed on the same block as existing commercial buildings (on the west side of Pine Street).

Table 4.1 on the previous page provides detail on potential development programs proposed by the Parkside Partners team and an additional amount of parking that each would be expected to use. It is important to note this table presents a 'full buildout' scenario of all development the Parkside team

has considered, and this team has presented to City leadership that not all development considered in its overview of downtown sites is likely to be viable, and some subset of this full program as shown in Table 4.1 is likely to move forward. The table shows calculations for expected levels of parking demand for these intensities of typical uses as observed in the Institute for Transportation Engineers' Parking Generation reference guidebook, and this estimated demand is compared to the conditions observed in occupancy surveys (from Section 2) to understand overall impact of new parking and risk of shortage with new land uses bringing additional demand. The additional supply needed is likely to be less, as the likely development program will be less than the amounts shown in Table 4.1.

Overall, this new parking addition is not likely to be significant relative to overall downtown demand. The occupancy summary in Section 2 suggests that ample downtown parking is available to support new land uses, and the scale of the uses

FIGURE 4.1
Pedestrian Conditions on Downtown Streets

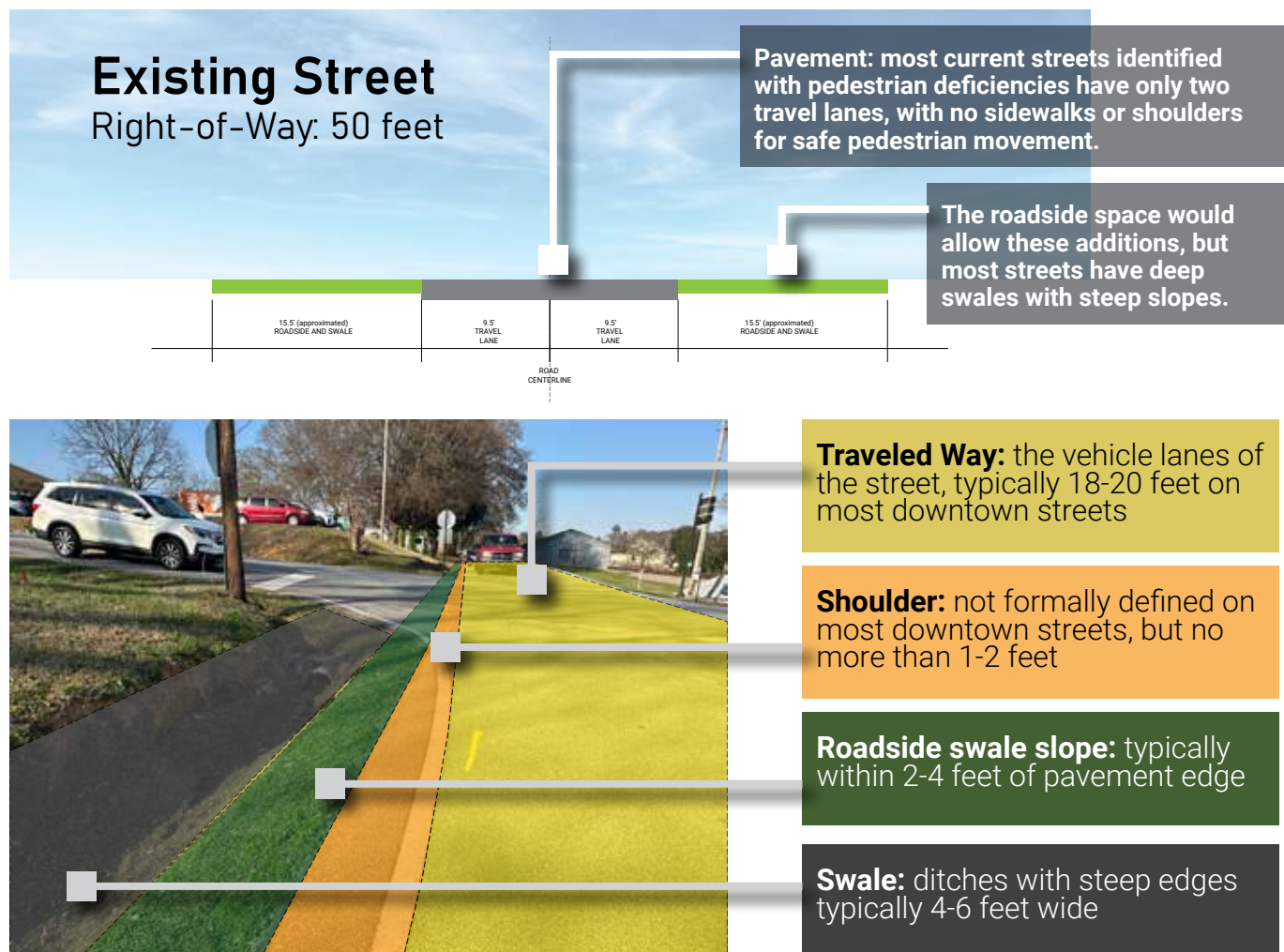


proposed in the Parkside development concepts can fit within existing supply and provide its own parking to offset some of this need. However, the location of this parking is another important factor: development would occur adjacent to the parking that already sees the highest levels of use, and this could reinforce current perceptions that downtown parking is not sufficient.

In addition to underscoring the need to introduce management approaches to downtown parking—with regulations such as time limits—this also points to the need for additional public parking supply throughout more of downtown to support these new uses. This is discussed in the following section on configuration and addition of on-street parking.

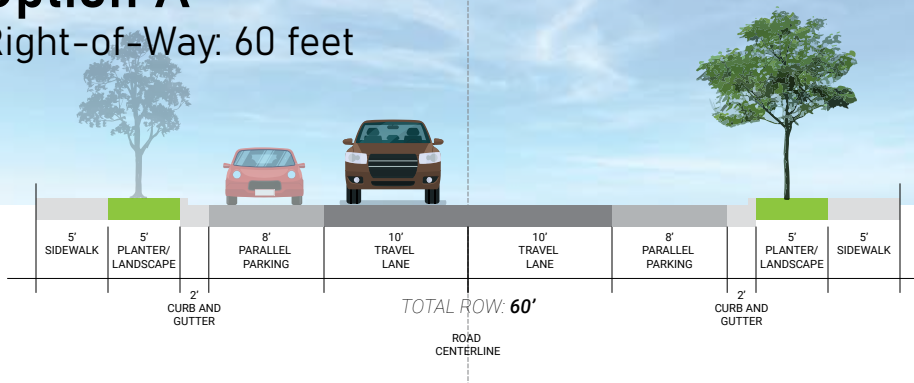
FIGURE 4.2
Existing and Potential New Street Conditions

This diagram and the four on the following pages present current conditions for typical Flowery Branch downtown streets, along with recommended options for expanded streets that add parking as well as sidewalks, landscape, and allow upgraded utility infrastructure (especially sanitary sewers and stormwater). These are offered with a basic cost estimate for designing and constructing an individual block of downtown street, with a cost per parking space identified in each. This is significant because it demonstrates that, on a per-space basis, it is less costly for the City to construct street parking than off-street parking if streets were to be reconstructed for other purposes anyway.



Option A

Right-of-Way: 60 feet



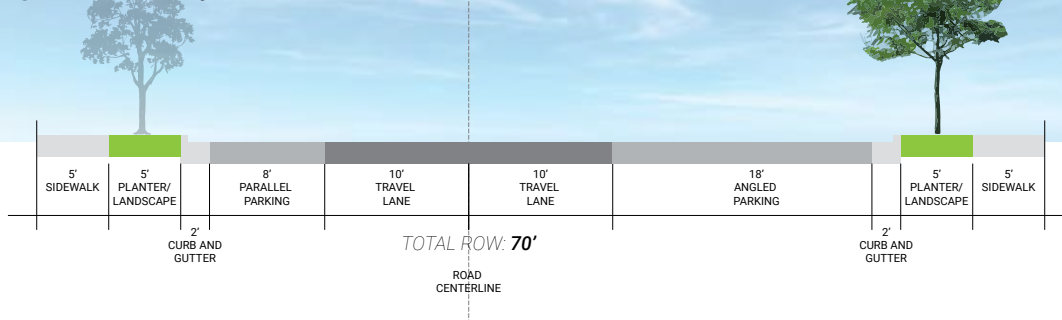
Costs and Considerations Per 250-foot block length

Additional Right-of-Way Needed for Typical Section Width	10 feet
Right-of-Way Cost	\$16,900.00
Construction Costs	\$328,900.00
<i>Staging Costs</i>	\$24,300.00
<i>Sanitary Sewer</i>	\$57,000.00
<i>Water Main</i>	\$54,800.00
<i>Stormwater</i>	\$51,300.00
<i>Street + Parking</i>	\$130,200.00
<i>Landscaping</i>	\$11,500.00
30% Contingency	\$98,700.00
15% Indirect Costs (Engineering, Administrative Costs)	\$64,200.00
Total Cost Per Block	\$508,700.00

Potential Parking Yield with No Driveways	14 spaces
Potential Parking with One Driveway Per Side	10 spaces
Overall Cost Per Parking Space (based on Street and Parking and ROW cost components only)	\$15,514

Option B

Right-of-Way: 70 feet



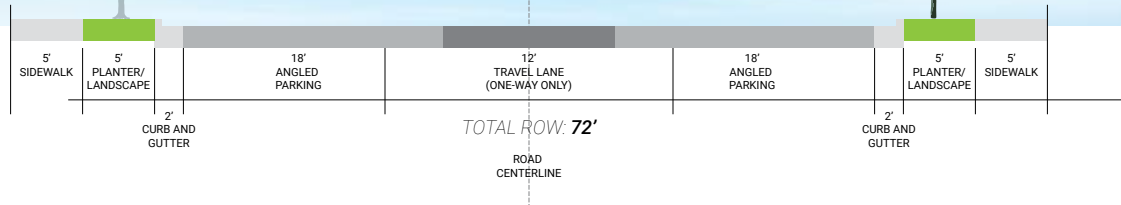
Costs and Considerations Per 250-foot block length

Additional Right-of-Way Needed for Typical Section Width	20 feet
Right-of-Way Cost	\$33,800.00
Construction Costs	\$349,600.00
<i>Staging Costs</i>	\$25,500.00
<i>Sanitary Sewer</i>	\$58,100.00
<i>Water Main</i>	\$55,900.00
<i>Stormwater</i>	\$52,900.00
<i>Street + Parking</i>	\$145,800.00
<i>Landscaping</i>	\$11,500.00
30% Contingency	\$104,900.00
15% Indirect Costs (Engineering, Administrative Costs)	\$55,100.00
Total Cost Per Block	\$543,400.00

Potential Parking Yield with No Driveways	22 spaces
Potential Parking with One Driveway Per Side	18 spaces
Overall Cost Per Parking Space (based on Street and Parking and ROW cost components only)	\$11,167

Option C

Right-of-Way: 72 feet



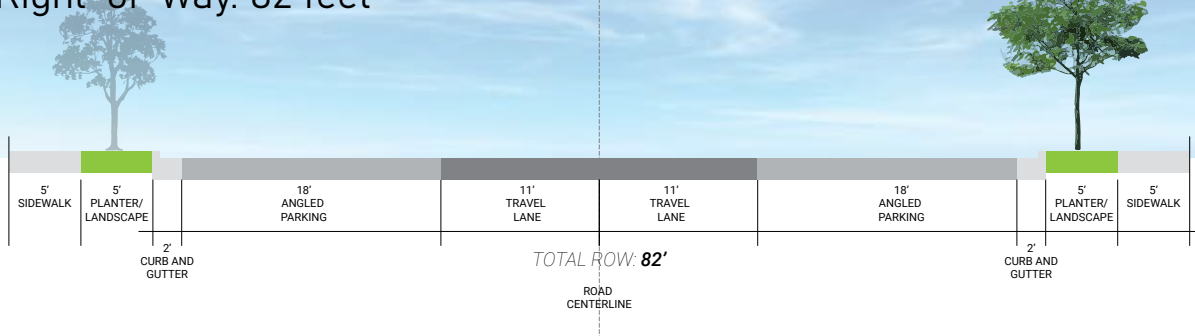
Costs and Considerations Per 250-foot block length

Additional Right-of-Way Needed for Typical Section Width	22 feet
Right-of-Way Cost	\$37,200.00
Construction Costs	\$354,700.00
<i>Staging Costs</i>	\$25,800.00
<i>Sanitary Sewer</i>	\$58,300.00
<i>Water Main</i>	\$56,200.00
<i>Stormwater</i>	\$53,300.00
<i>Street + Parking</i>	\$149,800.00
<i>Landscaping</i>	\$11,500.00
30% Contingency	\$106,500.00
15% Indirect Costs (Engineering, Administrative Costs)	\$55,900.00
Total Cost Per Block	\$554,300.00

Potential Parking Yield with No Driveways	28 spaces
Potential Parking with One Driveway Per Side	20 spaces
Overall Cost Per Parking Space (based on Street and Parking and ROW cost components only)	\$9,665

Option D

Right-of-Way: 82 feet



Costs and Considerations Per 250-foot block length

Additional Right-of-Way Needed for Typical Section Width	32 feet
Right-of-Way Cost	\$54,000.00
Construction Costs	\$376,900.00
<i>Staging Costs</i>	\$27,000.00
<i>Sanitary Sewer</i>	\$59,400.00
<i>Water Main</i>	\$57,300.00
<i>Stormwater</i>	\$53,700.00
<i>Street + Parking</i>	\$168,200.00
<i>Landscaping</i>	\$11,500.00
30% Contingency	\$113,100.00
15% Indirect Costs (Engineering, Administrative Costs)	\$59,400.00
Total Cost Per Block	\$603,400.00

Potential Parking Yield with No Driveways	28 spaces
Potential Parking with One Driveway Per Side	20 spaces
Overall Cost Per Parking Space (based on Street and Parking and ROW cost components only)	\$11,361

4.3 Addition of On-Street Parking

As noted previously, the relatively limited supply of on-street parking in downtown is fixed by the current design of streets. Most of downtown's current streets could not readily accommodate additional parking without reconstruction to expand roadway bases for on-street parking and provide sidewalk and curb infrastructure to support pedestrians. Although it is possible to reconstruct streets within currently existing right-of-way, there is little room for parking within a typical cross-section that would fit.

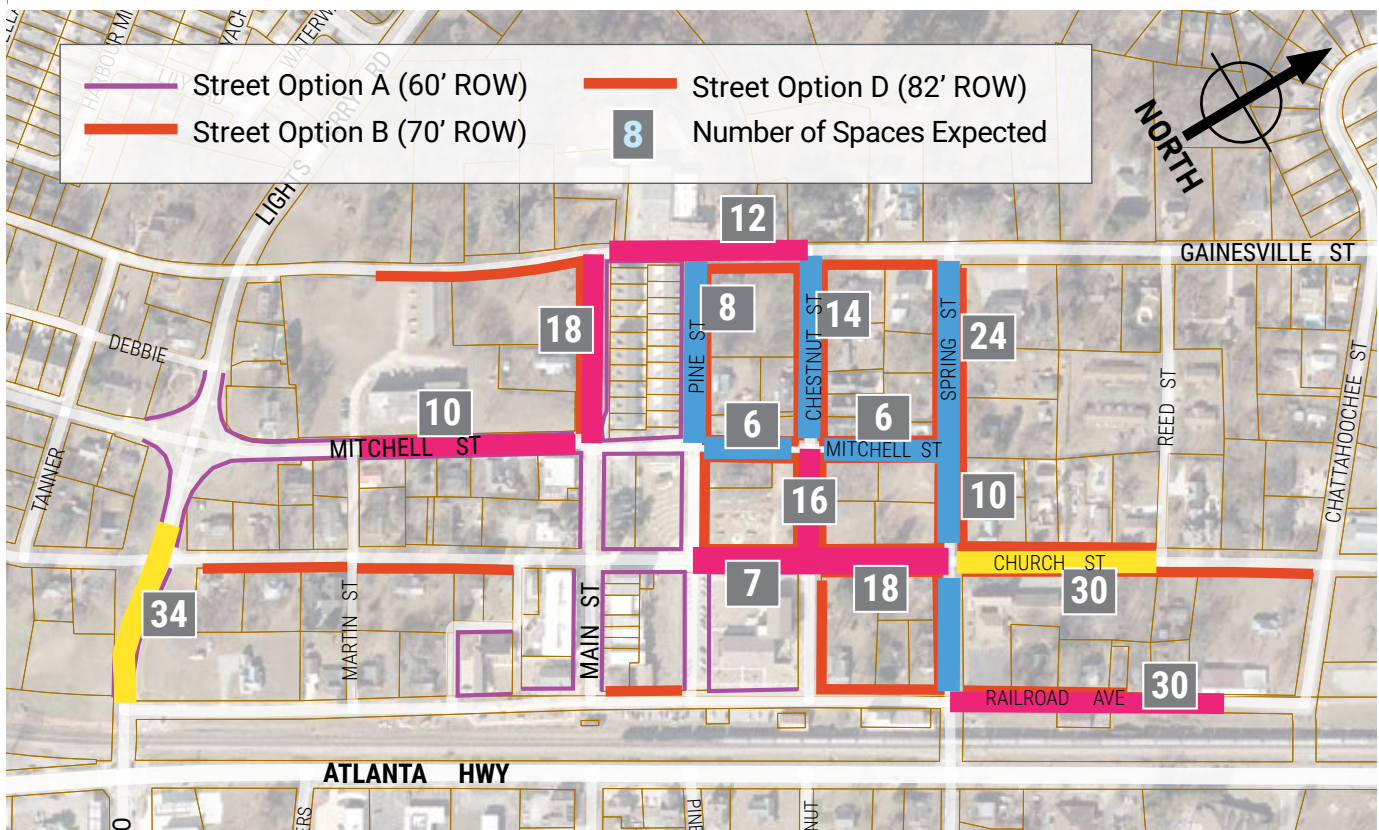
This study has explored a series of potential street configurations that would increase the overall supply of parking, although each of these requires additional right-of-way. A central point of ongoing discussion between the City and its development partners will be setting the right configuration for this parking, and understanding what remains of private properties within downtown's blocks to allow developable sites. However, different street configurations could allow different amounts of parking supply to be added downtown, potentially reducing or even eliminating the need for additional downtown parking investment in off-street lots or garages.

The new potential typical sections that would allow substantial addition of new parking, with the diagrams on pages 28-31 all offering a breakdown of estimated cost to construct a single block of this type of street. These costs are used as the basis for estimating a cost per parking space added to downtown, and this is compared to the cost of an off-street garage or parking lot located in a downtown block.

This study recommends that the City prioritize adding parking through street enhancements, and let this parking continue to meet downtown demand, even as redevelopment occurs, prior to adding new off-street parking that is not part of a property development-based focus. Figure 4.3 below lays out a potential scenario for this, using the options for street sections in Figure 4.2 and summarizing the potential new parking they add to downtown. These sections are chosen for purposes of maintaining developable blocks and reserving larger right-of-way additions to locations with more room to accommodate them. This should continue to be a way that the City negotiates with developers, and flexibility should be applied to how street sections are used, with an overall goal of adding more parking that is well connected to the rest of downtown.

Based on the scenario illustrated in Figure 4.3, **the study estimates that approximately 260 spaces could be added to**

FIGURE 4.3
Potential Scenario for Applying Street Designs to Network



downtown parking with street reconstructions allowing on-street parking. Furthermore, based on the estimated costs per space on each of the cross-section options, this parking could be provided at a total cost to the city of approximately \$3.4 million based on the cost estimates in the Figure 4.2 cross-sections. As detailed in Table 4.2 on the following page, this is comparable (slightly higher) to the cost of building a surface parking lot, with typical costs around \$8,000 to \$12,000 per space depending on site conditions (or a and land values, and considerably lower than the \$30,000 to \$50,000 per space for structured parking that is common in metropolitan areas. Building the same amount of parking in surface lots would require permanent dedication of today's informal parking locations to formal parking, limiting the land's long-term use to parking, or requiring the City to purchase new land for this purpose. Sections have been chosen to minimize right-of-way impacts, especially as the single-family homes immediately outside of downtown's commercial district are often built with limited setbacks. Little right-of-way is available without having substantial property impacts, including to buildings.

Overall, this could create parking to replace the amount of at-risk parking in informal lots as identified in the occupancy surveys of Section 2. This would also address numerous locations of pedestrian deficiency as identified

earlier in this section (and illustrated in Figure 4.1). The City would be able to provide parking meeting observed levels of activity at special events, even higher-attendance events, without additional off-street parking. However, additional parking could also be added to downtown supply, or further formalized, as the City identifies other potential locations for future redevelopment. These include:

- **Formalizing the Lights Ferry informal lot** to increase parking yield beyond the current ad-hoc layout that occurs when special events are active. Based on what dimensions would be available if the City expands street parking on Lights Ferry, this lot could potentially serve an additional 10-12 spaces. Based on the cost
- **Exploring parking on the Gainesville Street City Public Works site.** This site is currently at the top of a hill from downtown, 70 feet above the elevation of the Farmer's Market Square, and would require users to walk nearly 1,000 feet uphill to reach this location. The site also features significant topographic challenges. Nonetheless, it is a large property that could serve as informal or overflow parking, or be the basis for shuttle or micromobility services (as discussed in Section 5).

TABLE 4.2

Comparison of Costs for 260 spaces of New Parking Inventory

On-Street Parking Additions (per Figure 4.3)	\$3,398,900
<i>Street Type A</i>	\$1,365,200
<i>Street Type B</i>	\$1,306,600
<i>Street Type D</i>	\$727,100
Surface Lot (Low Cost: \$8,000 per parking space)	\$2,080,000
Surface Lot (High Cost: \$12,000 per parking space)	\$3,120,000
Parking Structure (Low Cost: \$30,000 per parking space)	\$7,800,000

5 Toolkit of Solutions

The City has multiple potential approaches for addressing the primary questions and needs of this study. As demonstrated in previous sections, the high levels of parking use that Flowery Branch has faced are not indicative of insufficient supply today. As further downtown development occurs, current space used for temporary parking spaces may no longer be available, requiring other parking to be added to the system to meet current levels of parking demand (and the greater levels expected with new development).

Overall, downtown's larger parking supply offers other solutions, and different management approaches—both of parking supply and the ways it is accessed—will help to shift downtown parking to be more adaptable to these uses.

5.1 Introduce management and regulations to reflect demand and reshape parking choice

As discussed in the previous section of this summary report, **the current unregulated nature of parking in downtown does not fully reflect that occupancy and demand vary by location.**

The City should adopt and implement a performance-based parking program. Performance-based management adjusts regulations to make it as easy as possible to find a parking space anywhere in an area, with more advanced regulation used to help guarantee parking availability when spaces are regularly in high demand. The two primary stages of regulation—time limits and price—should each take effect when downtown facilities reach an appropriate level of use, as described in Table 3 below. Consistent availability, not additional revenue, is the central goal.

The “right price” is always the lowest price that will achieve an availability target. Adjusting rates over time—up where demand is higher and down where demand is lower—will allow Flowery Branch to better distribute parking demand

across its downtown and make more efficient use of existing spaces. In general, the City should treat its on-street spaces around the Main Street commercial core as its most valuable, as these provide critical customer access to retail businesses in a manner that is convenient and desirable. Off-street parking should provide a cheaper (or free) long-term option for visitors who still want convenience but wish to stay for longer periods.

The additional recommendations detailed in the following subsections provide more detail on this program.

5.1A Pilot Program for On-Street Pricing

There is no current management of on-street parking in downtown's commercial district, but observed parking utilization is still very high (and full in some locations). As noted previously throughout this report, this is more notable during special events.

Based on the thresholds for setting regulations discussed in Section 5.1, pricing for parking may eventually be an appropriate management tool for select parking spaces in downtown if parking activity grows along with new development. This toolkit item is suggested as an auxiliary to Item 5.1 because it is only applicable when the City has reached a point where parking pricing is an effective management approach. When those conditions have been met, this study recommends a pilot application of pricing in these locations, using pay station meters to allow payment for an entire group of spaces at once. Cities using pay stations typically install one of these stations per uninterrupted block-face, meaning that each group of parking spaces separated by a driveway or cross street can have one meter. While there is not regular demand in any downtown blocks to require payment, current parking occupancy patterns suggest that the Main Street commercial core blocks are likely to be the first reaching this level and where this pilot program might be applied.

Strategy 5.1: Introducing Management and Regulations to Reflect Demand

Benefits of this Approach	Regulations shift user behavior so that more spaces become available throughout a time period for users of parking.
Potential Costs	More enforcement needed to ensure payment; specific department costs to be determined
Required City Actions	• Parking Department prepares strategy for increasing enforcement and operations based on increased revenue • Commission adopts/approves price increase schedule from Parking Department

In locations where pricing is applied, time limits should be eliminated. This is to allow price to function as an effective provider of parking availability and allowing customers wishing to pay for use of downtown's most valuable spaces to do so. It is also intended as a way to counteract the imposition of price, which typically generates concern among stakeholders (especially businesses).

This also involves City legislation to establish a parking pricing structure. The City has authority to charge these prices by virtue of its status as a local government, but making the leap to parking pricing should involve a more extensive consultation process with the Flowery Branch community when City staff recommend that it is appropriate.

Beyond an ordinance establishing a basic price schedule, providing staff the administrative authority to set parking prices in the City code of ordinances, defining a maximum rate at which prices may be set (for example, up to \$1.00 per hour), allows staff to make rate changes based on observed demand. They will receive Council approval to do this, but it will not require a full change to City ordinance.

5.2 Adopt a Monitoring and Reporting Schedule

The City will need to update its data to understand when proposed management thresholds are met and when to apply them. The parking study recommends a regular review of utilization along with ongoing parking enforcement responsibilities to be able to periodically adjust its management schedule. This is detailed in Table 5.1 below.

Establishing an ongoing schedule for reporting will allow the

City to make more informed decisions as parking demand dynamics continue to evolve. The City should use its own staff, ideally its parking enforcement staff, to collect regular utilization count updates.

In addition to basic occupancy, the following are key data elements that the City may wish to understand:

- **Duration of stay:** the utilization counts in this study only counted numbers of occupied spaces during each collection period, and that number was used to represent the entire period. Understanding the length of stay in different parts of downtown is useful for setting time limits and price according to observed parking patterns.
- **License plate information:** the City can better understand the origins of its parking customers with license plate reader surveys of parking activity, matching these to a database to understand basic location information (such as ZIP codes). High concentrations of customers from nearby locations can help the City to explore the most appropriate options for accommodating visitors as downtown continues to grow. For example, new parking facilities may not be as cost-effective as shuttle or transit service that can serve a nearby residential population.

Although this monitoring and reporting is recommended using City staff and adds to existing responsibilities, it is an important factor in updating regulations and management approaches. The City needs to know when the thresholds have been met to apply new regulation, and this is critical information for making the legislative case to allow these approaches.

TABLE 5.1
Monitoring Recommendations for Rethinking Parking Regulations

Facility Type	Collect Utilization	Revisit Regulations	When to Institute Time Limits	When to Institute Pricing
On-Street Parking	Every 3 months, including one large special event and one small special event	Every 6 months	Utilization on an entire block surpasses 75% for at least 6 hours per day	Utilization on an entire block surpasses 85% for at least 6 hours per day
Off-Street Parking Lots	Every 3 months	Every 6 months	Utilization surpasses 75% for at least 8 hours per day	Utilization surpasses 85% for at least 8 hours per day
Off-Street Parking Garages (if constructed in the future)	Every 6 months	Every 12 months	No threshold: time limits not used	Utilization in public spaces surpasses 85% for at least 8 hours per day

5.3 Shared parking program

Shared parking programs maximize use of existing parking facilities, reduce the overall need for additional parking, help reduce congestion, facilitate more walkable, safe, and active downtowns, and ensure more efficient use of public dollars. Better use of existing and available facilities is crucial to ongoing downtown success and growth.

The City should create and pilot a shared parking program based on a two-tiered approach: a first tier in which the City uses its knowledge and regularly-updated parking count information to help offer or ‘broker’ shared parking agreements between private developments, and a second tier in which the City or other entity manages private parking as “public” parking.

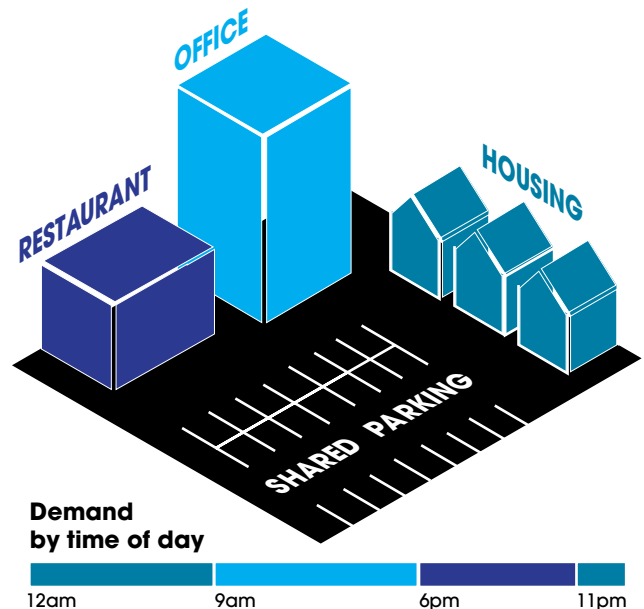
For the first tier, the City would help development applicants and existing businesses searching for additional parking to find sharing agreements. Some private property owners may wish to share all or a portion of their parking, but would prefer to share with other private entities, such as a specific employer or business, and have a third-party operator manage their parking. To support private-to-private agreements, the City could proactively offer ongoing technical assistance to both parties.

Potential elements include:

- Parking database, connecting parties to each other
- Educational materials about benefits of shared parking
- Sample language and agreements
- Cost and revenue sharing information

As downtown continues to see new uses and developments, the City or another entity (such as a Downtown Development Authority, should one ever be established) could take an additional step and lease (or purchase) underutilized parking

FIGURE 5.2
Shared Parking Concept



from private owners, making this available to the public similarly to City-owned lots. Under such an approach:

- The City or other entity would directly lease parking from a private facility for use as public parking.
- The entire facility, or portion of the facility, would be open for public use. Public use could be restricted to certain hours/days, depending on tenant needs.
- To incentivize participation, the City or other entity would collect revenue for any priced parking during hours pricing is in effect. Any net revenue could also be shared as part of the agreement.
- Ongoing data collection should be required to facilitate

Strategy 5.3: Shared parking program

Benefits of this Approach	City continues to make use of existing downtown parking without needing to add parking supply.
Potential Costs	More enforcement needed to ensure payment; specific department costs to be determined
Required City Actions	• Develop sample parking lease (potentially using the study's recommendations as a baseline template agreement) • Determine standard lease price per parking space • Outreach campaign to potential private parking owners

performance-based management of the downtown system.

5.4 Virtual Public Supply

In addition to the two approaches described previously, the City can always adopt both and pursue a multi-pronged strategy that adds to public parking supply through lease agreements in the short term while identifying parking opportunities in the long term.

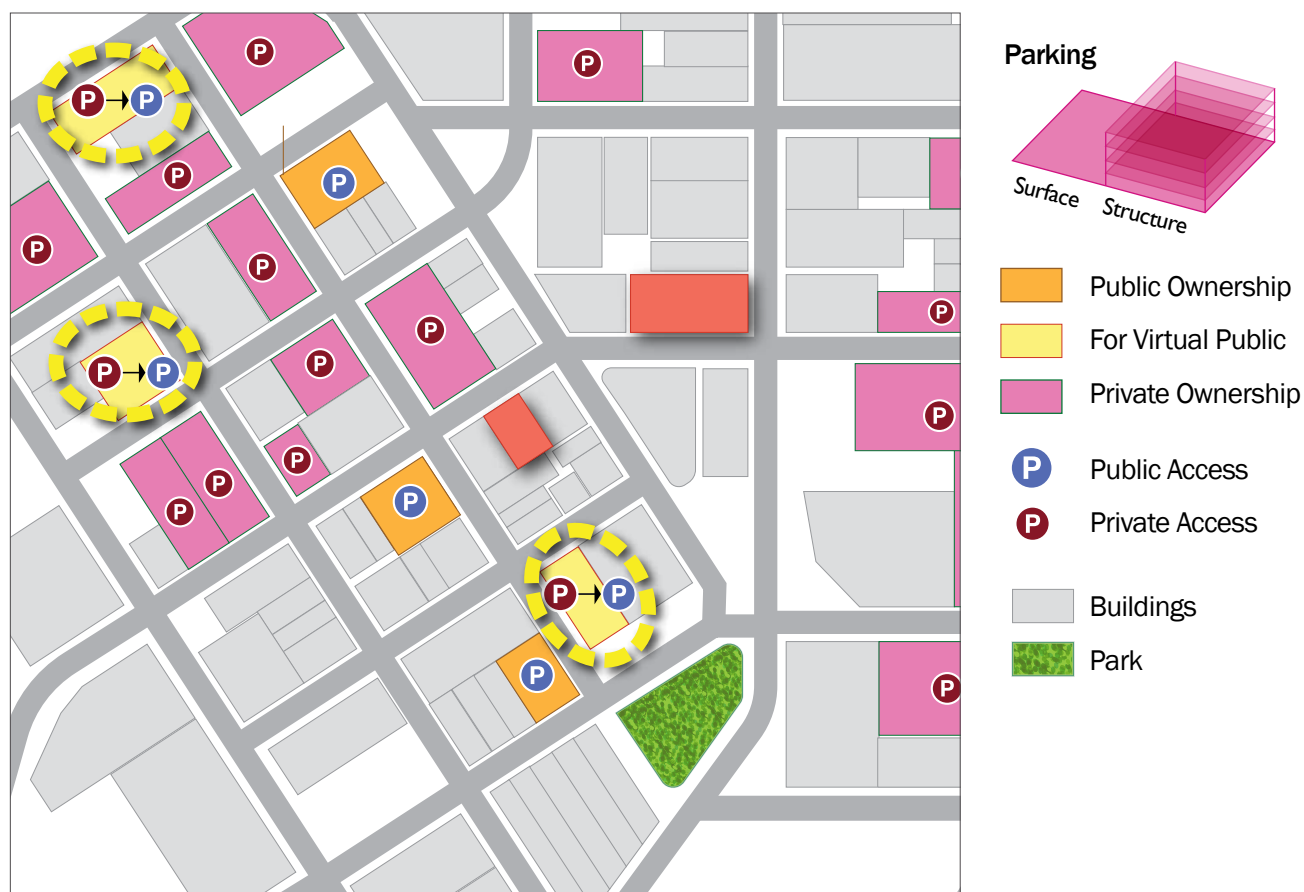
This may be the most prudent approach in that it prioritizes the short-term action of recommitting to a 'virtual public' parking model that may be easier to attain in the short term and that can more quickly spread public parking throughout the downtown district. This is based on developing leases with private parking owners to ensure that their parking supply is allowed to the public for part or all of the day, and typically involves the City assuming a limited degree of maintenance and liability during these times. The City has informal agreements in place that function to this end; these may be sufficient for long-term needs, but it is worth exploring ways to ensure a longer-term access to the parking if these informal agreements have the risk of being ended. It

also keeps a larger focus on making substantial additions to supply. As discussed in Section 6, the City should dedicate funding to this program to offer longer-term agreements to parking owners and target the addition of 10 to 20 spaces per year through virtual public supply. This will not only add to inventory, it will also provide additional inventory throughout downtown.

However, the City should treat the virtual public supply program as a focused initiative and not simply exercise it on an opportunity basis. The City should also be deliberate in researching and selecting locations for these agreements, but will need to set prices at standard levels to ensure fairness and to allow budget planning and forecasting to be kept sustainable.

The key strategic approach to both forms of supply is to understand the dynamics of parking demand throughout the day, as documented in Section 5 of this report. It is the recommendation of this study that the City would not be making a good investment in constructing new parking supply simply to serve the concentrated levels of peak demand in downtown Flowery Branch unless it also had a

FIGURE 5.2
Adding Public Parking through a 'Virtual Public' approach



strategic approach for ensuring that parking saw more utilization and served more demand throughout a longer period of the day. Likewise, virtual public leases that will allow publicly available parking only at limited periods may not be the most useful for the City to pursue.

5.5 Regulatory changes for land uses providing their own parking

While not directly tied to revenue generation, an important dimension of parking use and management in any city is the degree to which land uses and developments are expected to provide parking. This is typically defined in zoning ordinances, with off-street parking associated with a land use defined in terms of minimum requirements. The City’s zoning ordinance defines a series of minimum off-street parking requirements by uses, and in most cases applies these throughout Flowery Branch regardless of location (whether in downtown or not).

This suggests that the **City should consider an alternative system of managing transportation impact through the development review process.** The limited supply of land and the overall need for services and programs to help connect parking supply to destinations both suggest that supporting a mobility system instead of providing parking (or eliminating parking requirements through variance requests) will ultimately have greater returns for the City.

Such a system follows a model already in place in other communities throughout the United States: payment-in-lieu programs that collect payment from developers or tenants in lieu of providing parking. These payments or fees can benefit developers, cities, and the public. Developers gain flexibility in meeting minimum parking requirements and can save money on building an expensive parking structure or surface lot, and have greater certainty in a process (and save time) when

compared to following the variance process. Having such a system of in-lieu fees can also facilitate the development of constrained sites that may otherwise not be developed due to the need to build the required parking.

While in lieu fees have traditionally served as a funding source for communities to build new parking supply, it may be more beneficial for Flowery Branch to use these fees for capital and even operational programs beyond the construction of new parking spaces. **Some communities using these programs have preferred to apply their revenue to infrastructure improvements or operational programs that improve access for drivers, cyclists, transit riders and pedestrians.** Examples of improvements that can be funded by in lieu revenue that promote greater access and a more walkable area include:

- Bicycle and scooter parking, a bike or scooter share program, or bicycle valet program.
- Pedestrian-related improvements, including lighting and street amenities, that increase safety.
- Creation of a shared mobility hub or a central location in neighborhoods and areas of high parking demand that provide a single access point to a range of transportation options and services.
- A shared parking program as noted in the previous recommendation, where cities lease lots from private owners and incorporate the spaces into the public parking supply.

5.6 Comprehensive mobility management

Strategy 5.6: Comprehensive Mobility Management

Potential New Revenues	To be determined with further study of potential in-lieu parking payments
Potential Costs	Additional staffing and resources to operate transportation and mobility services, specific costs to be determined
Required City Actions	• Outreach strategy/campaign to gauge developer interest and identify impactful mobility improvements that would build support for the program • Develop a program of capital projects and services for the in-lieu payment revenue can support

A longer-term outcome for the City uniting these other strategic approaches is that mobility options be more comprehensively integrated throughout Flowery Branch. The City currently has no multimodal facilities serving its downtown, such as on-street bicycle lanes, shared use paths, or extensive bicycle parking locations. These mobility options should also be tied directly to both visitor experience and the development of sites (and establishment of new business or uses in existing buildings). Downtown Flowery Branch's compact, walkable scale suggests that walking between parking in more remote locations may be acceptable to some users.

This study did not explore a comprehensive mobility system, but has noted multiple points and opportunities for the City to explore in further study. These include the following:

- Various City departments currently use a small multi-passenger cart for faster connection between locations when special events are being staged or managed. This allows trial applications to see the feasibility of such a system for parking management.
- Bicycle and scooter use, while not yet prevalent throughout downtown Flowery Branch, does not have an established network of routes or storage locations for vehicles.
- A different pricing and permissions model for parking in more remote locations. The City's unmanaged parking provides no incentive for price-sensitive parking users or users wishing to stay for longer periods to choose more remote parking, and many downtown visitors appear to circle throughout downtown to find the first available parking without choosing a more remote option first. If the City is interested in investing in new parking in more remote locations, management of this parking should be reflected based on demand. Satellite locations may be kept free and/or allow for longer stays to encourage long-stay visitors to use them, where high-demand locations in the commercial core of downtown Flowery Branch may be required to leave spaces after a shorter time or pay for parking in those locations. In any case, the City can and should take additional supporting steps to facilitate easier parking in downtown and make the overall system better integrated and more user-friendly. These are detailed as follows, with potential example ideas for the City to use to address these ideas.

5.7 Classification and Signage

Visitors to downtown Flowery Branch today are met with a complex array of parking options for a small downtown and, unless they are familiar with the parking system and the options they might have within it, may not understand where they are allowed to park. To this end, the City should work closely with property owners to implement a standard system

of signage around parking in the city, with sufficient supporting signage explaining the system.

This assessment recommends that a simple, streamlined parking system be put in place, and this should feature no more than three classes of parking. Public parking should always be available any time of the week. Part-time public parking should be signposted to reflect the variable status and prompt users to check signage to understand whether they can park there and until what times. And reserved parking should be set separately to let visitors know that parking is only for users of a particular business or establishment. It may be used during the time of a visitor's stay, but not to allow park-once visits to other destinations throughout downtown.

The study recommends a simple system of color-coded signage to guide users to facilities they can use. This allows them to understand options and choose other locations with certainty that they are parking where allowed for their purposes.

5.8 Electronic Information Resources

In addition, it will be important for the City to enhance its current electronic resources providing information to potential parking users. At present, the City operates a website that includes limited information on parking resources. It should develop a map that illustrates locations of select parking facilities intended for public use, along with printed or static materials. However, these are not immediately apparent to many users and not amenable to real-time decision making when visitors are looking for parking locations. As downtown's parking system grows, it should explore other options, such as the following:

Mobile app. In many other Atlanta-region communities users have already grown accustomed to electronic payment and information based on their location. The City should explore development of a mobile app to provide more information on parking options, though at present the only resource for locating parking is a web resource on the City's website. This is not immediately accessible or apparent to users, and in any case does not feature a full inventory of downtown parking to help users understand what is publicly accessible and what is not.

Updates to website. The City should mirror updates to the app on its website and work with Hall County's GIS department to make more regular updates to its GIS inventory of parking data. This study collected and updated inventory and utilization information using GIS, which will now be available for this purpose. Future updates to inventory and utilization can help the City share information on general trends with parking (such as a particular facility's tendencies to be full, lightly used, or full at certain times). This can allow a visitor to downtown to plan a trip based on parking and have the real-time experience support this.

6 Implementation Plan

This study recognizes that the toolkit of solutions does not provide a direct path to action for Flowery Branch in and of itself. This implementation plan offers a structured series of actions for the City to consider and use as a guideline for capital project and policy decision-making over the next four years.

Since the most advanced recommendations of the study relate to enhancing Flowery Branch's streets to improve multimodal access and parking capacity, this implementation plan is structured around capital projects and aligning management policy to be in place to support enhanced streets when they are completed.

The implementation plan is organized into four thematic pillars of major downtown parking and mobility needs, described in the following sections. **Each of these pillars has a series of recommended tracks for the City to follow**, with specific actions defined in each. These are organized in a standalone Implementation Plan matrix from pages 44 to 49. Each of the tracks is a discrete City effort, some leading to capital projects (especially in Pillar 1) and others following a

pathway of coordination, pilot programs, or further studies. The four pillars are intended to give the City different roles and responsibilities related to parking and event management that overlap with existing efforts it is undertaking (such as coordination with GDOT for larger-scale traffic management, described in Pillar 3).

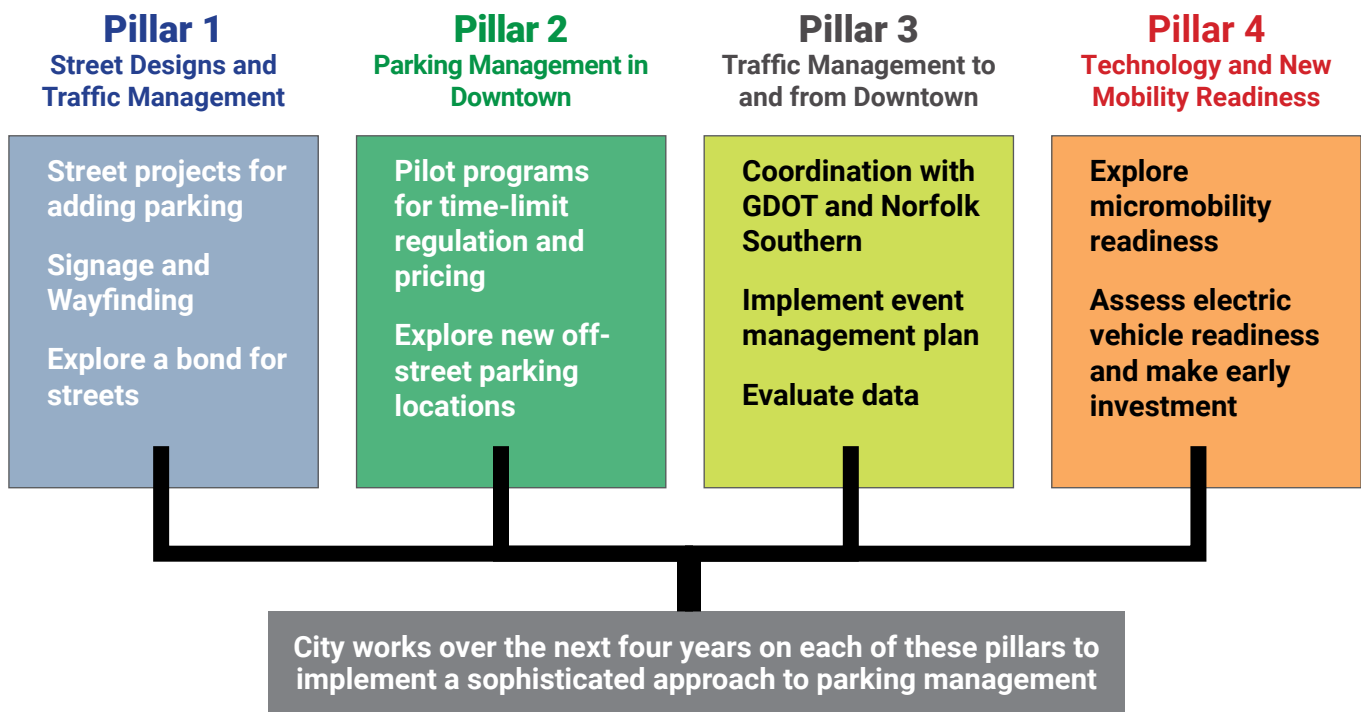
6.1 Pillar 1: Street Designs and Traffic Management in Downtown

Perhaps the most significant recommendations of the plan are continued modernization of Flowery Branch's street network to be more multimodal. This is tied closely to traffic management as one of the four options proposed for typical street section options involves converting streets to one-way traffic with only a single lane of travel. Although the study generally does not recommend streets be converted to one way traffic for traffic flow needs, there may be a practical need to keep streets limited to a single lane of one-way traffic to fit in parking but not require too much right-of-way as to have impacts on private properties.

This study proposes one scenario for implementing the street design options as illustrated in Section 4. This is based on providing a level of parking supply intended to offset the informal parking expected to be lost when vacant properties in downtown redevelop. Although this parking will now be

FIGURE 6.1

Four Implementation Pillars for the Parking and Mobility Study Recommendations



Pillar 1: Street Designs and Traffic Management Implementation Tracks for City Action

Tracks 1-1, 1-2, and 1-5 (2025-28)	Implement new street designs on key downtown streets beginning with design in 2025. This is broken into three separate tracks to allow staged project development, with the City aiming to advance two blocks of street design projects per year, leading to approximately \$1 million in construction years and \$100,000 to \$200,000 per year in design and right-of-way acquisition. This is intended to implement six blocks of new streetscape by 2029.
Track 1-3 (2025-26)	Develop a bond package as a primary source of City funding for the street projects. Because of the functional classification of these streets, they are not likely to be eligible for Federal funding through the GHMPO Transportation Improvement Program, though the City may apply for grants to assist with overall project costs.
Track 1-4 (2025-28)	Create and implement a signage and wayfinding plan with the following objectives: • Unify downtown parking and provide direction to publicly-available parking assets • Guide parking customers to major destinations • Clearly distinguish parking that is publicly available and state any regulations (time limits or price)

distributed over a larger geographic area than the two-block district, allowing more ways for traffic to circulate in and out of downtown and around downtown to find parking, it is also directly tied to streets and thus can allow greater ease of circulation.

This study acknowledges the significant costs of street projects relative to the City's overall annual budget, and therefore recommended implementation of this pillar takes on small increments of the total street reconstruction over several years. Each recommended track includes approximately \$1.25 to \$1.5 million in design costs, right-of-way acquisition, and construction (inclusive of utility work and relocation).

This pillar also includes a recommendation to create a bond package for the projects to create a dedicated funding source for them and allow parking to be added on a regular basis, preparing downtown for the loss of the informal parking spaces expected to be developed in the City's overall downtown revitalization. The constructions of streets is also accompanied by a simple wayfinding plan and investment intended to provide guidance to and from destinations and parking locations, as well as around the downtown street network.

6.2 Pillar 2: Parking Management in Downtown

Even with the supply additions that can come from new parking on streets, conditions are right to begin applying management principles to downtown parking. Currently Flowery Branch's

downtown parking accessible to the public has no formal time limits or price, and even informal parking used solely for special events does not restrict how long users can stay. Therefore, parking customers have no incentive to make strategic decisions on parking, choosing locations that meet their level of tolerance for regulations or that offer flexibility for them to stay longer.

This study proposes a tiered set of management recommendations that begin piloting regulations, then move to full implementation, with special events held in later years serving as the first test cases for event-based pricing. The follow Section 5 toolkit items for management (Strategies 5.1, 5.1A, and 5.2) to set regulations and regularly collect data to ensure regulations are appropriate to the level of parking use observed.

However, this Pillar moves the City to implementation of two other recommendations: identifying other locations for informal parking to continue adding to supply, and exploring ways to operate shuttle service to make access to more remote parking locations in downtown easier. These two are related: parking locations that could serve more downtown users are likely to be further from the downtown core and less appealing to visitors. Shuttle services may not be able to provide capacity to serve all visitors, but can serve as supporting transportation to individuals with limited mobility or other special needs. It is important to note that privately-contracted shuttle services are a significant cost: contractors generally expect that services will operate year-round with a minimum amount of service hours provided per day, and this may be more than Flowery Branch needs in the short term. For

Pillar 2: Parking Management in Downtown

Track 2-1 (2025-26)	Launch a pilot program for on-street parking management during typical daily conditions, setting time limits in heavily used parking. This involves enabling City staff to enforce parking regulations and issue warnings or citations for non-compliance.
Track 2-2 (2025-27)	The loosely defined agreements for shared use of privately-owned parking, such as at the United Methodist Church, should be formalized and brought into the signage and wayfinding program of Track 1-4. The City should determine a lease term with private owners and develop an agreement for assuming maintenance and liability during times of public use. Other properties with parking should also be considered for this program and the City should approach owners with offers.
Track 2-3 (2026-27)	Launch a pilot program for paid parking at special events, designating a small zone near Farmer's Market Square as a priority parking location with payment collected for use (but no time limit applied). Use signage for the event to communicate that free, time-unlimited parking is available in other locations.
Track 2-4 (2027-28)	Identify locations for new informal parking, or even a new formal parking facility. This is proposed for a later year due to ongoing changes in downtown expected in the first two years of implementing this study's recommendations.

this reason, this study recommends an approach of partnering with Hall County to explore ways to use City or County fleet vehicles and staff to provide limited service tailored to special events.

6.3 Pillar 3: Traffic Management To and From Downtown

At the same time it is enhancing downtown streets, the City will need to consider larger traffic movement patterns to and from downtown. This is due in part to construction-related disruptions in downtown streets, but also due to the limitations in the regional roadway network for downtown access. As noted previously, downtown only has three primary access points from an area outside of Flowery Branch.

This study included a more detailed traffic management plan that is included as a separate technical appendix to this report. This does not anticipate all conditions of special events, but defines basic thresholds for where management approaches should be taken. Most importantly, it assigns specific entry points into downtown and provides the City guidance in working with GDOT and other agency partners to set up temporary signage, set temporary changes to traffic flow or close streets, and use information technology resources to guide users to and from Flowery Branch in different ways.

Implementation of this pillar is based on preparing the City for more advanced implementation (with assignments of City staff

to roles connected to major events) as Flowery Branch's downtown district continues to grow and expand. This includes collecting data on events from current City data subscription services to understand orders of magnitude of travel to events, collecting traffic data specific to entry points, and implementing directional signage and wayfinding to guide event visitors to downtown.

6.4 Pillar 4: Technology and New Mobility Readiness

Although this parking study has focused primarily on managing parking and thinking about strategic supply additions, it has happened in the context of the growth of electric vehicles and a broad transportation industry shift toward electrification and zero-emission energy technologies. Flowery Branch's downtown currently has no dedicated electric vehicle charging infrastructure available to the general public, reflecting generally limited supply of this infrastructure throughout the United States outside of major metropolitan areas. However, numerous municipalities also face this challenge and are using different approaches to adapt to the electrification trend.

This plan recommends three primary strategic paths for advancing electrification of downtown and other citywide infrastructure:

- **Understanding infrastructure readiness** and including this in upgrades to the City's street network through

Pillar 3: Traffic Management to and from Downtown

Track 3-1 (2025-26)	Begin coordination efforts with GDOT to install temporary signage for special events utilizing movable roadside variable message signs to direct traffic from northern and eastern destinations (e.g. Gainesville) into downtown via McEver Road and Gainesville Street.
Track 3-2 (2025 and ongoing)	Establish a schedule coordination with Norfolk Southern to understand train and equipment staging patterns prior to events. It is unlikely that train parking and stacking operations occur on a regular scheduled basis, or that all schedules stay on time, but City should seek to understand probability of train parking that blocks the Spring Street crossing and adopt event circulation plans that do not use it.
Track 3-3 (2026-27)	Develop a signage plan for permanent City signage to be installed in advance of major entry points to the downtown area, and create a training plan for personnel (presumably City police staff) overseeing traffic control for special events.
Track 3-4 (2026)	Pilot a program using City and/or County fleet vehicles to provide shuttle services for parking patrons throughout a larger downtown area, connecting them to key downtown destinations.
Track 3-5 (2027-28)	Evaluate event origins and destinations, using data sources such as the Placer data subscription the City began in 2024, to understand overall directions of travel from major destinations. Modify this study's event management plan as needed to direct traffic to appropriate locations based on origins of event visitors.

electrical conduit, street lighting, and adequate space to support electric vehicle supply equipment (EVSE, the typical industry term for charging infrastructure and stations). EVSE installations are not typically linked directly to with other electrical supply (such as for street lighting), but require electrical capacity nonetheless, and require transformers with sufficient capacity to meet electrical demand.

- **Revisiting land development regulations** to require electric vehicle charging to be a part of minimum parking requirements. Larger cities and communities in larger metropolitan areas offer examples of this, and best practices are to set requirements to increase over time as share of the United States automobile sales of a given year have exceeded certain threshold levels. As private development adds parking—both in downtown and otherwise—the City should leverage this to increase the overall electric charging capability of Flowery Branch and should have to provide this independently.
- **Making public investment to introduce EVSE** to downtown Flowery Branch and other areas that attract

high volumes of visitors but where substantial development-driven EVSE installations might not occur. Current best practices have emphasized installation of infrastructure in more secure locations, and not in public streets and rights-of-way, as a way of protecting infrastructure from damage and vandalism. However, with a streets-based approach to parking expansion in Flowery Branch, select locations of in-right-of-way charging will likely be necessary to introduce this infrastructure.

This Implementation Pillar includes three different tracks of action items to enhance downtown's readiness for electric vehicles, each tied to one of the three strategic paths. The City should first perform an assessment of electric utility capacity to ensure that locations around downtown would be suitable for installing charging equipment, and the new street designs (of Implementation Pillar 1) should include allowance for utility vaults, channels, or other locations where this infrastructure can be placed when installed. Charging also requires significant electrical capacity, with charging stations requiring up to 80 amp circuits for each EVSE installation, depending on type of equipment, defined in three categories as follows:

Pillar 4: Technology and New Mobility Readiness

Track 4-1 (2025-26)	Explore new mobility partnerships by developing and releasing a Request for Information (RFI) or Request for Statements of Interest (RFSOI) to micromobility and other mobility as a service providers to gauge market interest and viability of shared mobility services in Flowery Branch. Engage in discussions with responders to this RFI and prepare a summary of major opportunities and concerns to City Council for further consideration.
Track 4-2 (2025 and ongoing)	Evaluate electrical infrastructure capacity of downtown street rights-of-way and off-street properties to gauge readiness for electric vehicle charging installation. This should include identifying suitable locations for installation of electrical transformers to support service for at least four EVSE installations in right-of-way.
Track 4-3 (2025-26)	Engage developers in roundtable discussions with proposals for electric vehicle charging requirements in the City of Flowery Branch Code of Ordinances. The City should explore a base requirement of one to two percent (1-2%) of all parking spaces having EVSE fully installed, depending on land use (refer to Table 6.1).
Track 4-4 (2026 through 2028, as appropriate)	Install four public electric vehicle charging stations in on-street locations. These may be coordinated with the street projects in Tracks 1-1, 1-2, and 1-5 to minimize utility disruption, but should follow Track 4-2 and ensure that infrastructure is equipped for EVSE installation.

- **Level 1:** Level 1 equipment provides charging through a common residential 120-volt (120V) AC outlet. Level 1 chargers can take 40-50+ hours to charge a battery electric vehicle (BEV) to 80 percent from empty, limiting their utility as public applications.
- **Level 2:** Level 2 equipment offers higher-rate AC charging through 240V (in residential applications) or 208V (in commercial applications) electrical service, and is common for home, workplace, and public charging. Level 2 chargers can charge a BEV to 80 percent from empty in 4-10 hours, making them the most versatile choice for longer-term charging and parking.
- **Direct Current Fast Charging (DCFC), or Level 3:** Direct current fast charging (DCFC) equipment offers rapid charging along heavy-traffic corridors at installed stations. DCFC equipment can charge a BEV to 80 percent in just 20 minutes to 1 hour.

While Level 1 equipment requires much longer charge times, it typically operates on 120-volt circuits and is therefore most compatible with at-home charging, and tends to be found in residential applications as it can be achieved with portable adapters. Level 2 and DCFC equipment includes permanent

chargers, and has been deployed at various public locations including, for example, at grocery stores, theaters, or coffee shops.

This study also recommends land development code changes to allow private development to make contributions to overall EVSE inventory. National best practices are approaching EV readiness with two concepts: EV Capable and EV Installed. EV Capable signifies the parking spaces that are equipped with a service panel that has the electrical capacity for EV charging. EV Installed indicates the parking spaces that are reserved for EV drivers and have installed EV charging equipment that meets the requirements per the National Electrical Code as adopted and amended in Georgia.

Table 6.1 defines these two levels and suggests revisions to the Flowery Branch Code of Ordinances to amend this language into standard parking and zoning requirements. However, it is important for Flowery Branch to first understand the development market and developer readiness for this. The added cost of this requirement will likely meet resistance from the development community; therefore this study recommends that the City lead discussions with its developer partners (Track 4-3) to understand how these costs fit into the overall development process and affect project delivery. This may

TABLE 6.1
Recommended Development Code Requirements for Electric Vehicle Charging

Adds definitions for two terms described above:

EV Capable: spaces prepared for future electric vehicle service equipment installation by providing dedicated electrical capacity in the service panel, with a 40-amp breaker for every two EV-capable spaces and conduit extended to the spaces.

EV Installed: Spaces with service equipment installed, and reserved for EVs with the ability to charge vehicles. EV charging stations will be rated at a minimum of 32 amp, 7.2 kW.

Number of spaces (from minimum requirements) that must be provided

Primary Use	EV Capable	EV Installed
Multifamily Residential	10%	2% of all spaces above 50 spaces
Office	10%	2% of all spaces above 50 spaces
Commercial	10%	1%
Industrial	5%	1%
Restaurant	10%	2%

identify opportunities for bonuses, incentives, and other ways to encourage adoption of these requirements and use them to add to Flowery Branch's overall EVSE inventory.

6.5 Funding Opportunities

Although management-based approaches for parking can be part of an overall use of City staff resources, the construction of new parking is a significant cost for the City, and funding sources outside of the City's own general fund may be applicable to assist with this. The nature of these funding opportunities underscores the importance of this study's streets-based recommendation for adding to parking supply:

funding is generally more readily available for public transportation in rights-of-way than it is for building off-street parking supply. In addition to the potentially higher costs and the development opportunity cost of building new parking in off-street facilities, there are fewer grant-based parking sources available to assist with this. The following sections provide additional detail on some widely-used funding sources that may be available to help advance the City's plan and projects.

Community Development Block Grant Program (CDBG)

This is a Federal program generally available to metropolitan cities and urban counties and used for a variety of planning purposes. Communities in the Atlanta metropolitan area and Hall County have applied these to transportation and planning

programs in the past, including local matches for GHMPO studies and related projects. As a competitive grant program, funds are limited, and eligibility criteria emphasize improvements and programs in medium- to low-income areas. For this reason, only certain projects in the plan have been identified as potentially eligible for these funds.

Congestion Management and Air Quality Program (CMAQ)

The Federal FAST Act transportation authorization provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter.

Funds may be used for a transportation project or program that is likely to contribute to the attainment or maintenance of a national ambient air quality standard, with a high level of effectiveness in reducing air pollution, and that is included in GHMPO's current transportation plan and transportation improvement program (TIP). Projects generally eligible for CMAQ funding assistance would need to be included in the TIP, which may occur through periodic MPO-led administrative revisions to the program or through including the project for consideration in an update to the MPO long-range transportation plan, which occurs every four years.

Surface Transportation Block Grant Program (STBG)

This program is generally one of the most useful and versatile Federal funding programs. It provides flexible funding that may be used by states and local governments for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, and pedestrian and bicycle infrastructure. As with CMAQ-funded projects, any project receiving these funds will first need to be added to the GHMPO long-range transportation plan and TIP. Most of Flowery Branch's downtown streets are not eligible due to not being functionally classified as collector or arterial roads, though funding would be eligible for major entry points to downtown on corridors such as Atlanta Highway and McEver Road.

Transportation Alternatives Program (TAP)

The current-day successor to previous funding programs promoting walking and bicycling infrastructure, including the Safe Routes to School program, the TAP program is focused on providing safe routes for non-motorized travel, including on- and off-street bicycle facilities and trails, access to public transportation and schools, and other planning and design efforts associated with these projects.

Within Hall County, the TAP program is administered through a competitive selection process by GHMPO. The TAP program will award a small number of regionally significant projects and does not have a minimum or maximum amount for project proposals.

Given the limited funding and schedule for implementation of Federal funds, projects in the GHMPO jurisdiction will be prioritized based on several criteria to establish regional impact, including established need and demonstrated collaboration between multiple agencies. The City should engage GHMPO staff to explore potential funding strategies for expanding pedestrian infrastructure in downtown, following recommendations of this study, and to understand how Transportation Alternatives funding may be applicable.

Federal Water Quality Grant Programs

The street enhancement projects identified in this study are discussed mainly in the context of parking, but they also comprise important upgrades to stormwater infrastructure that can help to improve overall quality and contain untreated runoff. This may make certain projects eligible for programs such as the US Environmental Protection Agency's Section 319 Nonpoint Source Program and the Urban Waters Small Grants Program (UWSG). Under Section 319 of the Clean Water Act, EPA provides grant funding to states to reduce pollution from stormwater runoff and other sources; and has allowed funds to be used for green infrastructure projects such as permeable pavers, rain gardens, and other means of capturing stormwater prior to entering pipe-based systems. While the street enhancements recommended in this plan do not necessarily use these treatments, they may be able to help secure funding for the projects if included in the design.

EPA's UWSG Program focuses on improving the quality of urban waters and stimulating neighborhood revitalization in under-served communities, and may be applicable to Flowery Branch streets due to their proximity to Lake Lanier and the connection of the Flowery Branch stream to the lake. Consideration of this funding source will require attention to be given to potential for green infrastructure treatments and relationship with larger drainage basins during initial project scoping, and the potential for these grants may require programming projects in later years to allow the City to follow EPA's grant application cycles.

Georgia Local Maintenance and Improvement Grant Program (LMIG)

LMIG is a Georgia state road improvement fund. Its allocation is based on the total centerline road miles for each local road system and the total population of each county or city as compared with the total statewide centerline road miles and total statewide population. The LMIG program is generally focused on road maintenance and enhancement for primary transportation purposes, and does not allow acquisition of right-of-way, landscaping, or beautification.

Because this program is allowed to be used for local streets, it is relied upon by many local governments as a primary funding source. However, it requires local governments to submit project lists each year to receive funding; unallocated surplus funds are reserved for special and emergency applications throughout the state.

Because of the complexity of the street projects identified, not all of the project scopes would be eligible for LMIG funds, and the City may consider a way to separate out project phases to allow the funds to be used. Roadway maintenance and reconstruction are eligible uses, as are replacement of stormwater pipes and culverts and sidewalks within street right-of-way. However, as these construction costs account for a majority of overall estimated costs for streets, they may be able to help advance these projects more quickly.

EVSE Readiness Programs

The Bipartisan Infrastructure Law and Inflation Reduction Act have created and funded the Federal Joint Office of Energy and Transportation, an organization with funding for several grants related to electrification and EVSE readiness. These include the following:

- The CFI Discretionary Grant Program from the Federal Highway Administration provides \$2.5 billion through two \$1.25 billion discretionary grant programs to strategically deploy publicly accessible EV charging and alternative fueling infrastructure in communities where people live and work and along designated alternative fuel corridors (AFCs).
- Community Charging and Fueling Grants: This program is intended to advance accessible EV charging infrastructure and hydrogen, propane, and natural gas fueling infrastructure in urban and rural communities.

- Alternative Fuel Corridor Grants: This program will strategically deploy publicly accessible EV charging infrastructure and hydrogen, propane, and natural gas fueling infrastructure along designated AFCs.

These programs have a particular focus on rural communities, where EVSE installations are less frequent and supporting infrastructure is not as common as in urban locations, and Flowery Branch may be able to meet eligibility criteria of both urban and rural grant programs. The programs set priorities such as increasing access in under-served and overburdened communities (also referred to as disadvantaged communities), supporting rural areas, building resilient infrastructure, addressing climate change, and improving AFC networks.

The CFI Grant Program has awarded \$622.57 million in grant funding to 47 applicants to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure in the places people live and work, in addition to along designated AFCs.

The City should partner with GHMPO to understand timing and requirements of these grant applications and designation of AFCs. It is not likely that downtown streets meet criteria to qualify, but the proximity to major thoroughfares such as I-985 and SR 13 may allow the City to take advantage of these funding sources for downtown locations.

6.5 Implementation Plan Table

The table beginning on the following page (and extending through page 53) organizes these implementation actions into a multi-year matrix with more detailed expectations of cost and project scope. This is intended to serve as a checklist and guiding plan for the City to follow these implementation items on a year-by-year basis, with a summary at the end of the table with major milestones, expected summary costs to the City for the year, and a number of parking spaces added to the total downtown inventory as a result of achieving these implementation actions.

Implementation Plan Table

Summary of Recommended City Actions by Year

How to use this matrix:

Each pillar is listed in the left-most column. Individual tracks follow after this.

Read left to right across the years to follow the recommended actions for each implementation track. Some tracks do not start until a later year or end before 2028.

Each year's action is identified, along with expected/estimated City costs for that action, as well as more detailed information for implementation.

Implementation Pillar	Track	2025		2026	
		Action	Costs and Details	Action	Costs and Details
Pillar 1 Street Designs and Traffic Management in Downtown	1-1	Begin design of downtown streets (Phase I)	Expected cost: \$120,000-\$140,000 Includes: Preliminary engineering from design consultants	Street reconstruction of downtown streets designed in FY/CY 2025 - Right of Way Acquisition Phase	Expected cost: \$100,000 Includes: Full-depth reconstruction and storm/sanitary sewer connections
	1-2	No activity: starts in 2026		Begin design of next two blocks of downtown streets (Phase II)	Expected cost: \$120,000-\$140,000 Includes: Preliminary engineering from design consultants
	1-3	Develop bond package for street reconstructions	Expected cost: Up to \$10,000 in admin/legal fees Includes: Develop bond for street projects	Consider bond referendum	Referendum for bond package
	1-4	Signage and Wayfinding Plan	Expected cost: \$30,000-50,000 Includes: Developing plan for signage and cost estimates	Implement signage plan	Expected cost: \$10,000 - 20,000 target fund reservation Includes: partial implementation
	1-5	No activity: starts in 2027		No activity: starts in 2027	

Implementation Pillar	Track	2027		2028	
		Action	Costs and Details	Action	Costs and Details
Pillar 1 Street Designs and Traffic Management in Downtown	1-1	Street reconstruction of downtown streets designed in FY/CY 2025 - Construction Phase	Expected cost: \$900,000 - 1,200,000 Includes: Full-depth reconstruction and storm/sanitary sewer connections	No activity; project complete	
	1-2	Street reconstruction of downtown streets designed in FY/CY 2026 - Right of Way Acquisition Phase	Expected cost: \$100,000 Includes: Full-depth reconstruction and storm/sanitary sewer connections	Street reconstruction of downtown streets designed in FY/CY 2025 - Construction Phase	Expected cost: \$1,000,000 - 1,300,000 Includes: Full-depth reconstruction and storm/sanitary sewer connections
	1-3	No activity, unless bond referendum is not successful; city may consider trying another referendum		No activity, unless bond referendum is not successful; city may consider trying another referendum	
	1-4	Implement signage plan	Expected cost: \$10,000 - 20,000 target fund reservation Includes: partial implementation	Implement signage plan	Expected cost: \$10,000 - 20,000 target fund reservation Includes: partial implementation
	1-5	Begin design of next two blocks of downtown streets (Phase II)	Expected cost: \$120,000-\$140,000 Includes: Preliminary engineering from design consultants	Street reconstruction of downtown streets designed in FY/CY 2026 - Right of Way Phase	Expected cost: \$100,000 Includes: Full-depth reconstruction and storm/sanitary sewer connections

Implementation Pillar	Track	2025		2026	
		Action	Costs and Details	Action	Costs and Details
Pillar 2 Parking Management in Downtown	2-1	Pilot program for typical-day time limit management	Expected cost: staff time; approx. \$5,000 for signage Includes: Install signs and distribute informational material	Evaluate pilot program results; identify enforcement and administration needs for long-term application	Expected cost: estimated 0.25-0.5 FTEs of staff for enforcement
	2-2	Consolidate agreements for virtual public parking	Expected cost: estimated \$20,000-40,000 per year for space leasing Includes: formal use of United Methodist Church lot	Explore forming agreements with other virtual parking partners	Expected cost: estimated \$30,000-\$50,000 per year for leasing Includes: potential use of AT&T; Masonic Lodge; additional railroad ROW
	2-3	No activity: starts in 2026		Pilot program for paid/managed event parking	Expected cost: staff time; approx. \$5,000 for signage Includes: estimated 0.25-0.5 FTEs of staff for enforcement
	2-4	No activity: starts in 2027		No activity: starts in 2027	
Pillar 3 Traffic Management to and From Downtown	3-1	Begin event management plan coordination with GDOT	Expected cost: no substantial cost, though GDOT may require cost-sharing on event staging Includes: establishing MOU for special traffic operations related to events	Continue coordination, and take traffic counts to provide to GDOT for continued justification of any special traffic measures	Expected cost: Up to \$15,000 for select traffic counts and analysis services as defined in event management plan
	3-2	Coordination with Norfolk Southern	Expected cost: no substantial cost apart from staff time	Continued coordination to understand operations	Expected cost: no substantial cost apart from staff time
	3-3	Develop signage and training plan for personnel	Expected cost: Up to \$20,000 for consultants	Begin implementation of plan	Expected cost: Up to \$5,000 signage and staff time
	3-4	No activity: starts in 2026		Launch shuttle pilot program	Expected cost: estimated \$25,000-35,000 year for vehicle leasing and operations
	3-5	Evaluate event origins and destinations	Expected cost: \$15,000 for licensing; staff time	Evaluate event origins and destinations	Expected cost: \$15,000 for licensing; staff time

Implementation Pillar	Track	2027		2028	
		Action	Costs and Details	Action	Costs and Details
Pillar 2 Parking Management in Downtown	2-1	Install signage and update City ordinances to set management regulations	Expected cost: staff time; approx. \$15,000 for signage Includes: Install signs and distribute informational material	Evaluate and monitor parking activity to determine if managed areas should expand	Expected cost: limited staff time (less than 0.1 FTEs) for monitoring and reporting
	2-2	Continue seeking opportunities for more publicly-accessible parking treated as part of a City system	Expected cost: TBD	Continue seeking opportunities for more publicly-accessible parking treated as part of a City system	Expected cost: TBD
	2-3	Consider implementing program as a full time management approach based on 2026 results	Expected cost: staff time; approx. \$10,000 for more permanent payment equipment Includes: estimated 0.25-0.5 FTEs of staff for enforcement	Evaluate and monitor parking activity to determine if managed areas should expand	Expected cost: limited staff time (less than 0.1 FTEs) for monitoring and reporting
	2-5	Identify new locations for off-street parking	Expected cost: TBD, based on land value and lease potential	Continue program to identify new locations	Expected cost: TBD, based on land value and lease potential
Pillar 3 Traffic Management to and From Downtown	3-1	Continue coordination, and take traffic counts to provide to GDOT for continued justification of any special traffic measures	Expected cost: Up to \$3,000 for select traffic counts as defined in event management plan	Continue coordination, and take traffic counts to provide to GDOT for continued justification of any special traffic measures	Expected cost: Up to \$3,000 for select traffic counts as defined in event management plan
	3-2	Continued coordination to understand operations	Expected cost: no substantial cost apart from staff time	Continued coordination to understand operations	Expected cost: no substantial cost apart from staff time
	3-3	Begin implementation of plan	Expected cost: Up to \$5,000 signage and staff time	Begin implementation of plan	Expected cost: Up to \$5,000 signage and staff time
	3-4	Evaluate program results and continue if it is providing adequate service	Expected cost: no substantial cost apart from staff time and reporting	Evaluate program results and continue if it is providing adequate service	Expected cost: no substantial cost apart from staff time and reporting
	3-5	Evaluate event origins and destinations	Expected cost: \$15,000 for licensing; staff time	Evaluate event origins and destinations	Expected cost: \$15,000 for licensing; staff time

Implementation Pillar	Track	2025		2026	
		Action	Costs and Details	Action	Costs and Details
Pillar 4 Technology and New Mobility Readiness	4-1	Explore micromobility partnerships	Expected cost: TBD Includes: Issue RFI to micromobility providers already active in the Atlanta metropolitan area	Depending on interest, begin partnership	Expected cost: none to City; usually borne by private sector Includes: Possible limits on number of devices allowed
	4-2	Evaluate infrastructure capacity	Expected cost: \$30,000-40,000 for engineering assessment Includes: Coordination with utility providers	No activity; project complete	
	4-3	Developer roundtable for EVSE requirements	Expected cost: no substantial cost apart from staff time and reporting	Continued developer discussions to understand EVSE implications on projects and development costs	Expected cost: no substantial cost apart from staff time and reporting
	4-4	No activity; starts in 2026		Pilot EVSE installations	Expected cost: \$100,000-120,000 Includes: Two installations

SUMMARY OF MAJOR ACTIONS AND ACCOMPLISHMENTS BY IMPLEMENTATION YEAR

	2025	2026
Major Milestones	- Signage detail and event operations plan completed and ready for use - First street projects in design - EV assessment completed	- First street project entering right-of-way acquisition - Second street project in design - First EVSE installation
Staff Commitments	Up to 0.5 FTEs estimated	Up to 0.5 FTEs estimated
External Resources	Partnership/coordination with GDOT Coordination with Norfolk Southern	Partnership/coordination with GDOT Coordination with Norfolk Southern Grant development/coordination with GHMPO
Estimated Funding Commitment	Low estimate: \$249,000 High estimate: \$321,000	Low estimate: \$426,000 High estimate: \$508,000
Estimated New Parking Spaces in Inventory	10-20 through virtual public agreements (e.g. United Methodist Church, other private owners)	Target 10-20 through further virtual public agreements

Implementation Pillar	Track	2027		2028	
		Action	Costs and Details	Action	Costs and Details
Pillar 4 Technology and New Mobility Readiness	4-1	Evaluate partnership	Expected cost: no substantial cost apart from staff time and reporting	Evaluate partnership	Expected cost: no substantial cost apart from staff time and reporting
	4-2	No activity; project complete		No activity; project complete	
	4-3	Continued developer discussions to understand EVSE implications on projects and development costs	Expected cost: no substantial cost apart from staff time and reporting	Continued developer discussions to understand EVSE implications on projects and development costs	Expected cost: no substantial cost apart from staff time and reporting
	4-4	Pilot EVSE installations	Expected cost: \$100,000-120,000 Includes: Two installations	No activity; project complete	

SUMMARY OF MAJOR ACTIONS AND ACCOMPLISHMENTS BY IMPLEMENTATION YEAR

	2027	2028
Major Milestones	• First street project completed • Second and third street projects underway • Second EVSE installation	• Second street project completed • Third street projects underway
Staff Commitments	Up to 0.5 FTEs estimated	Up to 0.5 FTEs estimated
External Resources	Partnership/coordination with GDOT Coordination with Norfolk Southern Grant development/coordination with GHMPO	Partnership/coordination with GDOT Coordination with Norfolk Southern Grant development/coordination with GHMPO
Estimated Funding Commitment	Low estimate: \$1,208,000 High estimate: \$1,580,000 Amount	Low estimate: \$1,180,000 High estimate: \$1,512,000
Estimated New Parking Spaces in Inventory	Total: 50-70 Target 10-20 through further virtual agreements 40-50 through new street projects	Total: 50-70 Target 10-20 through further virtual agreements 40-50 through new street projects



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

The construction manager at risk role was originally advertised via a request for proposal (RFP) process and included an interview phase for all proposers. A total of four reputable and experienced firms proposed for the CMAR role. Using the provided proposals, interviews, and contractor provided cost markup sheet the best value CMAR was identified to be Archer Western Construction (AW). AW has worked with the engineering design firm, ESG Engineering, Inc., to get to the 80% Design and GMP milestone which was achieved on March 18, 2024. The current CMAR contract with AW included early phase support with an understanding that amendments would be needed to be made for the construction support portion of the project. Amendment #1 was approved 3/21/24 for the “Early Works Package” which included dewatering and aeration solutions for approximately \$2.6M.

FACTS AND ISSUES:

The GMP came in at \$43,311,101 and the city had already secured a loan from GEFA for a portion of the funding needed. The rest of the funding for the entire project is from revenue bonds being sold in coordination with The Gainesville and Hall County Development Authority. The bonds are scheduled to sell on July 19, 2024. After the proceeds are received, if this amendment is approved, the notice to proceed can be issued and the work will begin.

OPTIONS:

- 1) Approve amendment #2 to the CMAR agreement.
- 2) Do not approve amendment #2 to the CMAR agreement.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

GEFA Loan \$20M and Bonds \$25M

RECOMMENDATION:

Approve amendment #2 to the CMAR agreement for the expansion of the water reclamation facility.

SAMPLE MOTION:

I move to approve the second amendment to the CMAR agreement with Archer Western for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - CMAR Amendment #2 Archer Western.pdf](#)
- [Flowery Branch Amendment #2 -7-12-24 \(TSDP&TB\).pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

DATE: July 15, 2024

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

BUDGET INFORMATION:

ANNUAL- N/A

CAPITAL- \$43,311,101

COUNCIL ACTION REQUESTED ON: July 18, 2024

PURPOSE: To approve amendment #2 to the CMAR agreement for the expansion of the water reclamation facility.

HISTORY: The construction manager at risk role was originally advertised via a request for proposal (RFP) process and included an interview phase for all proposers. A total of four reputable and experienced firms proposed for the CMAR role. Using the provided proposals, interviews, and contractor provided cost markup sheet the best value CMAR was identified to be Archer Western Construction (AW). AW has worked with the engineering design firm, ESG Engineering, Inc., to get to the 80% Design and GMP milestone which was achieved on March 18, 2024. The current CMAR contract with AW included early phase support with an understanding that amendments would be needed to be made for the construction support portion of the project. Amendment #1 was approved 3/21/24 for the “Early Works Package” which included dewatering and aeration solutions for approximately \$2.6M.

FACTS AND ISSUES: The GMP came in at \$43,311,101 and the city had already secured a loan from GEFA for a portion of the funding needed. The rest of the funding for the entire project is from revenue bonds being sold in coordination with The Gainesville and Hall County Development Authority. The bonds are scheduled to sell on July 19, 2024. After the proceeds are received, if this amendment is approved, the notice to proceed can be issued and the work

will begin.

OPTIONS:

- 1) Approve amendment #2 to the CMAR agreement.
- 2) Do not approve amendment #2 to the CMAR agreement.

RECOMMENDED SAMPLE MOTION:

I move to approve the second amendment to the CMAR agreement with Archer Western for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

AMENDMENT NO. 2 TO FLOWERY BRANCH WRF EXPANSION CMAR AGREEMENT GUARANTEED MAXIMUM PRICE AMENDMENT

Dated _____, 2024.

Pursuant to Article 3.4 of the Agreement dated June 1, 2023, between the Owner, City of Flowery Branch and the Construction Manager, Archer Western Construction, LLC, for the Flowery Branch Water Reclamation Facility Expansion (the "Project"), the Owner and the Construction Manager desire to amend the Agreement to establish a Guaranteed Maximum Price ("GMP") for the construction services portion of the Project (the "Construction Work"). Therefore, the Owner and the Construction Manager agree to amend the Agreement (the "GMP Amendment") as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

1.1. Construction Manager's GMP for the Construction Work is **\$43,311,101.00** Dollars. This is the maximum amount payable by Owner to Construction Manager for the Construction Work. THE PARTIES ACKNOWLEDGE THAT THIS ENTIRE AGREEMENT IS CONTINGENT ON THE OWNER, CITY OF FLOWERY BRANCH, SUCCESSFULLY OBTAINING ACCESS TO \$25,000,000 IN REVENUE BOND PROCEEDS ISSUED IN COORDINATION WITH THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY.

1.1.1. Pursuant to Article 3.4.11 of the Agreement, Construction Manager and the Owner have agreed to convert the GMP to a lump sum plus a CMAR Contingency as well as an Owner Contingency as provided herein. There are no allowances included in the GMP.

1.1.1.1. The GMP for the Construction Work is a sum of the following components: (i) the lump sum; (ii) the CMAR Contingency; and (iii) the Owner Contingency.

1.1.1.1.1 Lump Sum. The lump sum component of the GMP is \$40,811,101.00.

1.1.1.1.2. CMAR Contingency. The CMAR Contingency component of the GMP is \$1,600,000.00. The Construction Manager will utilize the CMAR Contingency in accordance with Article 3.4.8 of the Agreement.

In addition to items specifically listed in Article 3.4.8.1 CMAR Contingency can be utilized for the following items:

- Additional dewatering efforts in case of ground water tables being higher than identified within the Geotechnical report
- Additional bypass pumping, tie-ins of reroutes/ relocates not identified within the GMP set of drawings
- Existing power feeder relocations if in conflict with new structures/ utilities and not shown to be relocated on GMP set of documents
- Trade buyout differential (electrical, I&C, process equipment, materials, etc.)
- Electrical Cost Overruns (performance, scope gap etc.)
- Additional MOPO services
- Additional subgrade improvement or erosion control measures
- Concrete repairs to ensure water tightness of the liquid containment structures

- Existing gate repairs
- Additional HVAC/ Plumbing bracing to ensure compliance with the seismic code requirements
- Additional efforts related to offsite soil stockpile to address permitting authority/ public comments related to erosion control, etc.
- Material & Equipment escalation costs due to market conditions
- CMAR costs to support non-performing subs and supplement workforce to maintain schedule
- Damage to existing facilities/ utilities

1.1.1.1.3. Owner Contingency. The Owner Contingency component of the GMP is \$900,000.00. The Owner Contingency shall be for the exclusive use of the Owner for any purpose the Owner chooses in its sole discretion, including (but not limited to) additional, expanded, or modified scopes of work. Construction Manager has no right to any allocation from the Owner Contingency. Cost of Work paid for from Owner Contingency shall be determined in accordance with Agreement Article 9.3.

In addition to Owner's right to use Owner Contingency for any purpose chosen, this contingency shall be utilized for the following specific items:

- Construction Scope growth between 80% and 100% design
- Hazardous Materials remediation
- Cost escalation due to Force Majeure events, pandemics, change in law, executive orders, or abnormal inflation of over 5% on an annual basis
- Permit Fees, if not waived
- Design changes due to permitting authority review of the design documents

Remaining Owner Contingency Funds at the end of the Project will not be shared between Owner and CMAR and will remain 100% property of the Owner.

ARTICLE 2 SCOPE OF CONSTRUCTION WORK

The GMP is for the performance of the Construction Work in accordance with the exhibits listed below, which are enclosed with this GMP Amendment:

Exhibit A – Drawings, Specifications and Procurement Addendums

Exhibit B – CMAR Construction Phase GMP Proposal;

Exhibit C – GMP Assumptions & Clarifications.

ARTICLE 3 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Construction Work is revised to be **740 Days** from the date of the Notice to Proceed. This Date for Substantial Completion shall supersede any previously established Dates for Substantial Completion.

ARTICLE 4 DATE OF FINAL COMPLETION

The Date of Final Completion of the Construction Work is revised to be **800 Days** from the date of the Notice to Proceed. This Date for Final Completion shall supersede any previously established Dates for Final Completion.

ARTICLE 5 LIQUIDATED DAMAGES

As provided in Article 6.6 of the Agreement, liquidated damages are established or modified as follows:

Deadline	Liquidated Damages Daily Rate
Failure to achieve Substantial Completion (Article 6.6.1.1)	\$500
Failure to achieve Final Completion (Article 6.6.2.1)	\$300
Maximum aggregate liquidated damages liability (Article 6.6.3)	\$50,000

These liquidated damages rates shall supersede any previously established liquidated damages rates for this phase.

ARTICLE 6 AMENDMENTS TO THE AGREEMENT

In addition to the amendments to the Agreement referenced elsewhere in this GMP Amendment, the following provisions of the Agreement are hereby amended.

6.1. Article 3.4.11 of the Agreement is amended to read as follows:

LUMP SUM CONVERSION If Owner and CMAR mutually agree, GMP may be converted to a lump sum (stipulated amount). If GMP is converted to a lump sum amount, this lump sum amount will include costs for General Conditions, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount.

6.2 Article 11.4 of the Agreement is amended to read as follows:

ADDITIONAL GENERAL LIABILITY COVERAGE Owner shall not require Construction Manager to purchase and maintain additional liability coverage.

11.4.1 Intentionally Omitted.

11.4.2 Intentionally omitted.

6.3. All other terms and conditions of the Agreement, including any previous amendments thereto, shall remain unchanged by this GMP Amendment.

This GMP Amendment is entered into as of _____.

OWNER: CITY OF FLOWERY BRANCH

BY: _____

PRINT NAME _____

PRINT TITLE _____

WITNESS: _____ NAME _____ TITLE _____

CONSTRUCTION MANAGER: ARCHER WESTERN CONSTRUCTION, LLC

BY: _____

PRINT NAME _____

PRINT TITLE _____

WITNESS: _____ NAME _____ TITLE _____

END OF DOCUMENT.

EXHIBIT A: DRAWINGS AND SPECIFICATIONS

EXHIBIT A: DRAWINGS AND SPECIFICATIONS

Document No.	Document Title	Version Date	File Format
01	Flowery Branch WRF Expansion Vol 1_80% Specifications_R1	3-22-2024	PDF
02	Flowery Branch WRF Expansion Vol 2_80% Specifications_R1	3-22-2024	PDF
03	Flowery Branch WRF Expansion Vol 3_80% Drawings_R1	3-22-2024	PDF
04	Flowery Branch WRF Expansion Vol 4_80% Standard Details_R1	3-22-2024	PDF
05	Procurement Addendums 1 thru 6	3-29-24 thru 4-23-24	PDF

EXHIBIT B: CMAR CONSTRUCTION PHASE GMP PROPOSAL



DATE: 5/29/2024

** 80% Design ** FINAL GMP

DESCRIPTION	QTY	UN	TOTAL DIRECT COST
SITE WORK	1	LS	\$5,116,114
100 - INFLUENT PUMP STATION	1	LS	\$667,385
200 - HEADWORKS	1	LS	\$2,934,332
300 - EQ INFLUENT PUMP STATION	1	LS	\$795,247
320 - EQ EFFLUENT PUMP STATION	1	LS	\$963,116
400 - BIOREACTORS, MEMBRANES, UV	1	LS	\$14,617,656
480 - ELECTRICAL BUILDING	1	LS	\$307,883
500 - BULK CHEMICAL STORAGE	1	LS	\$1,221,870
800 - CASCADE AERATOR	1	LS	\$432,115
900 - EFFLUENT PUMPING	1	LS	\$344,966
910 - REUSE TANK AND PLANT WATER P.S.	1	LS	\$225,022
ELECTRICAL	1	LS	\$4,981,353
PROCESS CONTROL SYSTEMS (I&C)	1	LS	\$910,416
START-UP, COMMISSIONING AND ACCEPTANCE TESTING	1	LS	\$36,062
ALLOWANCES AND UNIT PRICE WORK	1	LS	\$0
Total Direct Construction Cost (A)			\$33,553,537
Contingency - CMAR			\$1,600,000
Contingency - Owner			\$900,000
Subtotal Contingencies (B)			\$2,500,000
Taxes			included
Autodesk Cloud (ACC)			\$37,500
Liability Insurance			\$399,161
Builder's Risk Insurance			\$115,313
OPC Insurance			N/A
Bond			\$255,000
Subtotal Construction Support Costs (C)			\$806,975
Subtotal A+B+C			\$36,860,512
CMAR Fee (8%)			\$2,948,841
Subtotal CMAR Fee (D)			\$2,948,841
General Conditions (9.5%)			\$3,501,749
Subtotal General Conditions (E)			\$3,501,749
TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E)			\$43,311,101

EXHIBIT C: GMP ASSUMPTIONS & CLARIFICATIONS

GMP SCOPE ASSUMPTION & CLARIFICATIONS

In assembling the Lump Sum Guaranteed Maximum Price for the Flowery Branch WRF Expansion Package, Archer Western Construction has made the following Assumptions and Clarifications:

1. Assumed Project NTP: August 5, 2024. Construction duration: **740 days** to **Substantial completion**, and **800 days** to **Final completion**. Assume MBR system and overall plant clean water test and facility performance test to take place within 60 days between Substantial and Final Completion of the project.
2. Assumed project Liquidated Damages rates:
 - Substantial Completion: \$500/ day
 - Final Completion: \$300/ day
 - Maximum aggregate Liquidated Damages Liability: \$50,000
3. CMAR Contingency of \$1,600,000 has been included as a line item within the Lump Sum Guaranteed Maximum Price Proposal. CMAR Contingency value represents approximately 4.75% of the project's direct costs and excludes Owner Contingency. Owner Contingency of \$900,000 has been included as a line item within the Lump Sum Guaranteed Maximum Price Proposal.
4. This "Assumptions and Clarifications" document and a list of 80% design drawings annotated for all accepted Value Engineering Items and Scope Deletions shall be included as an exhibit to CMAR Contract Price Amendment. Below is a summary of the changes made to the 80% design documents:
 - a) Remove contractual requirement for CMAR to provide OCP Insurance for construction phase of the project
 - b) Storm Piping – Delete storm Line SD1 thru SD4 and associated structures
 - c) Piping Flanged Connections – Delete requirement to provide washers at the flanged pipe to pipe and pipe to equipment connections
 - d) Delete requirement to provide Xypex admixture as part of concrete mix design or surface applied
 - e) Pre-Engineered Metal Buildings:
 - i. Replace all roofing systems from Standing Seam to PBR Exposed Fastener Screw down roof

- ii. Revise wind uplift design requirements from FM-4471 1A-90 to UL-90
 - iii. MBR – lower building height to 21 feet for building and to 18'-9" for the attached canopy over UV area
 - iv.. Coarse Bubble – replace fully enclosed structure with canopy that includes South and West walls partially sheeted to provide sun shield per Enviromix recommendations
 - v. Coarse Bubble - lower canopy height to 12'-00".
 - f) Delete Bridge Crane I-beam bracing to columns
 - g) Construct Headworks retaining wall per new detail 0330-059. Wall height assumed not to exceed 6'-00"
 - h) Raise Membrane influent channel and membrane tanks top of slab elevation to 1086 and eliminate requirement for fiber reinforced concrete fill
 - i) Assumed that there will be no additional beams required to support grating over the MBR tanks except for the beams supplied by the Membrane System Supplier
 - j) Updated MBR Lighting plan reducing overall qty of the light fixtures
 - k) Utilize precast concrete structure to construct EQ Influent PS in lieu of CIP structure
5. The CMAR Team will utilize record management software Autodesk Construction Cloud (ACC) housed on Archer Western server. The CMAR will be responsible to provide system access for ESG and Flowery Branch staff. CMAR team will utilize ACC to store and update record drawings electronically, no hard copies of the as-built/ record drawings will be maintained.
 6. Building Permit and LDP fees, if any, are excluded.
 7. Any land, easement acquisition or wetland mitigation fees, if any, are excluded.
 8. No coatings of the Galvanized Pipe Supports or Galvanized Surfaces
 9. Lightening Protection and grounding systems are excluded.
 10. No hazardous materials or hazardous waste is anticipated to be involved in this scope.
 11. Assume there will be no coordination required with other contractors not directly engaged with the scope of this contract.

12. Testing or operating costs during testing, start-up and commissioning, including power, chemicals, water, and offsite disposal of liquids, solids, or sludge are excluded.
13. Assume adequate volume of bioreactor seed sludge will be available at the project site. No additional seed sludge hauling is included.
14. Factory witness testing will not be required.
15. Excludes materials testing.
16. Excavated soil materials will be disposed offsite at a location identified/ provided by the Flowery Branch within the driving distance not to exceed 20 minutes. No LDP permit requirements are assumed to be required for this location.
17. Assume adequate availability of temporary on-site power to operate new Headworks facility, including EQ influent pumps, and existing IPS bypass primary electric pumps at the same time (due to electrical equipment lead times new electrical building will not be operational prior to IPS work that requires new Headworks to be operational). 24/7 pumps watch costs are not included.
18. OPS schedule is based on 60-week procurement lead time for electrical equipment.
19. Assume all on site excavated materials are suitable for structural fill and backfill. No imported soil materials for these operations are assumed as part of the project cost.
20. Landscaping and soil stabilization is limited to seeding. Design and installation of supplemental planting, if required, will be by others.
21. Assume stone pipe bedding to be 6" to the bottom of the pipe with the balance of pipe backfill to be native excavated materials.
22. Assumed undercutting up to 30% of the Bioreactor footprint area 1'-6" deep and replacing with 57 stone per Geotechnical report.
23. Exception to Note 6 on drawing 006-E-614 is taken as it relates to providing larger generator and cabling/ conduit, if required. Specified generator size is included.
24. No provisions are made for Fire Alarm or CCTV systems.
25. Assume Owner will drain and clean any existing structures to facilitate tie-in of new systems/ utilities.
26. Assume no modifications to existing facilities, except for items identified within the contract documents at the time of Lump Sum GMP Submission.

- 27. Existing utility transformer upgrades or procurement and installation of new utility transformer and utility feed, and associated costs by others
- 28. Contractor and Engineer on site trailers will be connected to the existing sewer system on site, no waste holding tanks will be provided.
- 29. Acoustical barriers to mitigate construction noises are excluded.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration to Apply for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for a New Generator Located at the Well Pump House on Mulberry Street

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

The Federal Emergency Management Agency administers the Hazard Mitigation Program to provide funding for mitigation measures that reduce or eliminate long-term risk to people and property from future disasters. The City of Flowery Branch has been awarded a Hazard Mitigation in the past for the City Hall backup generator. Funds totaling \$30,916 were awarded. A new generator to replace the old well pump house on Mulberry Street has been quoted at \$59,700. A reliable generator is imperative to provide water to residents in the event of a power outage.

FACTS AND ISSUES:

FEMA's Hazard Mitigation Program provides funding to state and local governments for hazard mitigation measures that help protect the community from disaster. The application is handled at the state level by the Georgia Emergency Management Agency. The program provides 75% of eligible and approved projects and requires a 25% match commitment from the community.

OPTIONS:

To approve, or not approve, applying for FEMA's Hazard Mitigation Grant for a new generator at the well pump house located on Mulberry Street to ensure water availability in the event of a power outage.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

FY2025 Budget

RECOMMENDATION:

To approve an application to FEMA's Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house.

SAMPLE MOTION:

I make a motion to approve an application to FEMA's Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house and to authorize the Mayor and staff to execute necessary documents to apply for and accept a grant awarded to the City of Flowery Branch.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Hazard Mitigation Grant Application.pdf](#)
- [Letter of Commitment for Match.pdf](#)
- [Contingency Request Letter.pdf](#)
- [SF424D-2025 Construction Assurances.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request to Pursue a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for a New Generator Located at the Well Pump House on Mulberry Street

DATE: July 18, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$59,700

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

COUNCIL ACTION REQUESTED ON: N/A

PURPOSE:

To request permission from Mayor and Council to apply for a grant under FEMA's Hazard Mitigation Program that would reimburse 75% of funds spent on a new generator to power the well pump house located on Mulberry Street.

HISTORY:

The Federal Emergency Management Agency administers the Hazard Mitigation Program to provide funding for mitigation measures that reduce or eliminate long-term risk to people and property from future disasters. The City of Flowery Branch has been awarded a Hazard Mitigation in the past for the City Hall backup generator. Funds totaling \$30,916 were awarded. A new generator to replace the old well pump house on Mulberry Street has been quoted at \$59,700. A reliable generator is imperative to provide water to residents in the event of a power outage.

FACTS AND ISSUES:

FEMA's Hazard Mitigation Program provides funding to state and local governments for hazard mitigation measures that help protect the community from disaster. The application is handled at the state level by the Georgia Emergency Management Agency. The program provides 75% of eligible and approved projects and requires a 25% match commitment from the community.

OPTIONS:

To approve, or not approve, applying for FEMA’s Hazard Mitigation Grant for a new generator at the well pump house located on Mulberry Street to help ensure water availability in the event of a power outage.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve an application to FEMA’s Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house and to authorize the Mayor and staff to execute necessary documents to apply for and accept a grant awarded to the City of Flowery Branch.

DEPARTMENT: Finance

Prepared by: Elias Gobble



July 18, 2024

Stephen Clark
Hazard Mitigation Manager
Georgia Emergency Management/Homeland Security Agency
33 Hazen Drive
Concord, NH. 03305

RE: ***Hazard Mitigation Program Match Commitment Letter***

As part of the Hazard Mitigation Grant process, a local funding match is required.

This letter serves as the City of Flowery Branch's commitment to provide 25% of project costs upon award and for the duration of the grant.

Should you have any questions or need additional information, please feel free to contact our City Manager, Tonya Parrish, at 770-967-6371 or tonya@flowerybranchga.org.

Very truly yours,
City of Flowery Branch, Georgia

Edward R. Asbridge
Mayor



July 18, 2024

Stephen Clark
Hazard Mitigation Manager
Georgia Emergency Management/Homeland Security Agency
33 Hazen Drive
Concord, NH. 03305

RE: ***Hazard Mitigation Program Contingency Request***

As part of the Hazard Mitigation Grant process, the City of Flowery Branch would like to request up to 5% contingency to allow for increasing cost of equipment.

We appreciate your consideration.

Should you have any questions or need additional information, please feel free to contact our City Manager, Tonya Parrish, at 770-967-6371 or tonya@flowerybranchga.org.

Very truly yours,
City of Flowery Branch, Georgia

Edward R. Asbridge
Mayor

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider June 2024 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$200.00 GL #100-1110-511101 Meeting Per Diem

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [June 2024 Mayor Asbridge Per Diem.pdf](#)



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

Name: Mayor Edward Asbridge Month/Year: June 2024

Meeting Date	Description of Meeting
May 6, 2024	EDC Meeting at Jackson Electric
May 9, 2024	Chamber Issues Committee
May 10, 2024	Chamber BOD Meeting at Civic Center
May 10, 2024	Parkside Partners

My signature certifies that I am eligible to be paid for 4 meeting dates, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of \$50.00 per meeting.

Total of \$200.00

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider June 20, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: July 18, 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 20, 2024 City Council Meeting Minutes.pdf](#)



**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:

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

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Public Works Utilities Director Bill Whidden, Director of Fun Renee Carden, Police Chief Chris Hulsey, Finance Director Matt Hamby, Planning and Community Development Director Rich Atkinson and City Attorney Frank Hartley.

Absent: Council Member Chris Mundy

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

MOTION: Joe Anglin

SECOND: William McDaniel

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

NAYS: None

Motion carried

AWARDS & RECOGNITIONS: There were no awards or recognitions.

PUBLIC HEARING:

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%
				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

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



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



Flowery Branch Tax Bill without Roll Back
 $\$425,000 \times 40\% = \$170,000$ Assessed Value
 $\$170,000 / 1,000 = 170$
 $170 \times 3.264 = \$554.88$

Total Annual
Difference
\$35.87 or \$2.99
per month

Millage Comparison



Millage Comparison



YOUR TAX DOLLAR BREAKDOWN

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

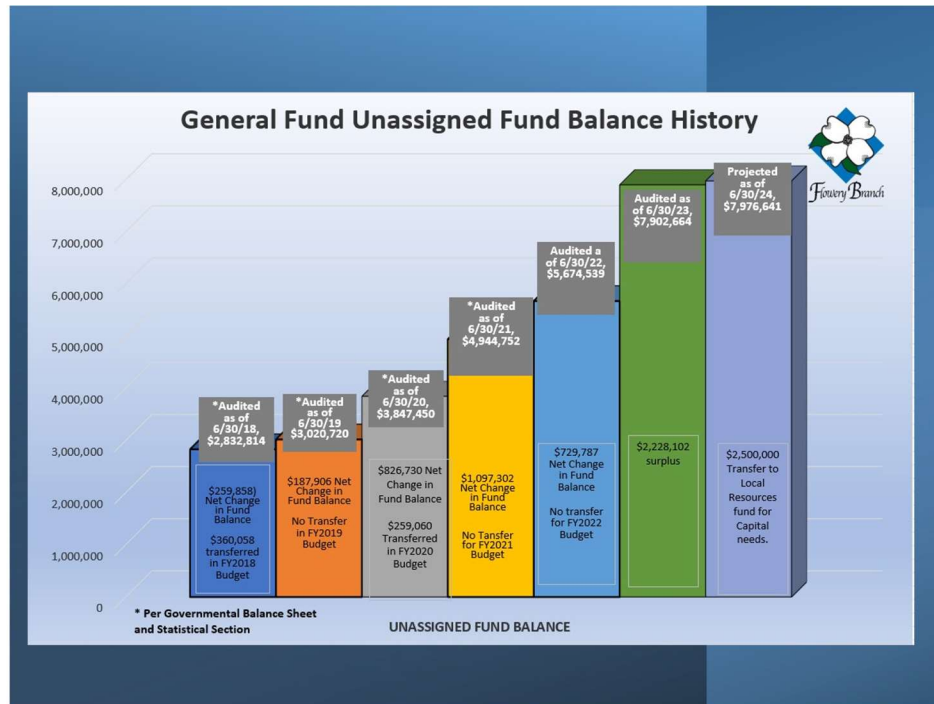


Hall County Schools
\$0.59

Hall County
\$0.30

Flower Branch
\$ 0.11



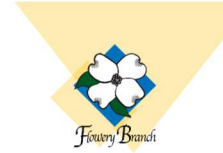


Water & Wastewater Fund (Revenues)

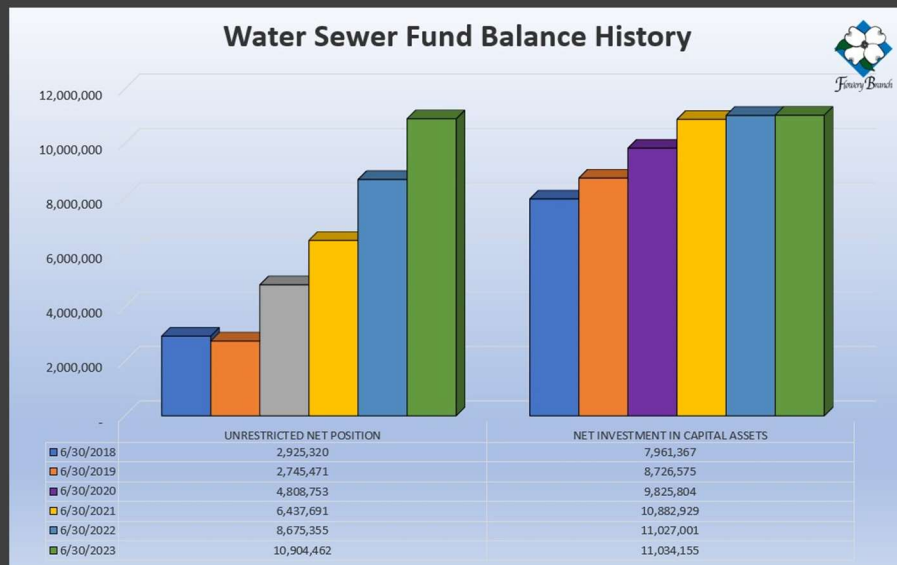
- Water and Sewer Revenue:
 - Increase in collections as our community continues to grow and a planned rate increase.

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
Excess Revenues Over/(Under) Expenditures	(2,152,054)	-	-



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
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 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>	<i>0</i>	<i>-</i>	<i>-</i>



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>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</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

Council held a discussion with Director Hamby.

Public Comments:

In Favor: None
Against: None

Mayor Asbridge closed the public hearing at 6:19 p.m.

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

Director Atkinson presented a variance request for 5632 Church Street for front porch length and garage placement requirements. The applicant is asking for relief from the zoning ordinance on sections 7.5(b) and 7.5(c). The purpose of section 7.5 (b) is to retain the traditional street view regarding front porch size and the purpose of section 7.5 (c) is to retain the traditional street view regarding garage location.

It is staff's opinion that the intent of this requirement cannot be met on this site for the garage placement and for the front porch length. Staff recommends approval of the variance request for the garage placement and the front porch length.

Council held a discussion with Director Atkinson.

Public Comments:

In Favor: None

Against: None

Mayor Asbridge closed the public hearing at 6:24 p.m.

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

City Attorney Frank Hartley presented consideration of Ordinance 717 conditionally allowing micro-breweries and micro-distilleries in the Central Business District (CBD). 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.

Council held a discussion with City Attorney Hartley and City Manager Parrish.

Public Comments:

In Favor: None

Against: None

Mayor Asbridge closed the public hearing at 6:27 p.m.

UNFINISHED BUSINESS - WORK SESSION:

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

This item was not presented again.

NEW BUSINESS -WORK SESSION:

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

Court/Police Administrator Kelsey Cash presented a beer and wine license for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway. 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 by the police department and everything is in order for council's approval.

Council held a discussion with Mrs. Cash.

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

City Manager Parrish presented consideration of authorizing 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. The County and all its municipalities must approve the intergovernmental agreement to receive the full 1% of TSPLOST. This will authorize the mayor to execute the intergovernmental agreement on the City's behalf.

Council held a discussion with City Manager Parrish.

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

City Manager Parrish presented a real estate agreement with Blessing Traders, Inc. for the purchase of real property for the roundabout at Gaines Ferry Road and McEver Road. 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. 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.

Director Hamby presented Resolution 24-003 and focused his presentation on the changes to the master fee schedule and changes to the holiday calendar.

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.

Mr. Brian Huskey from Stifel, Nicolaus & Company, Inc. (the underwriter for the sale of the bonds) presented Resolution 24-004 approving the issuance of the Gainesville and Hall County Development Authority Revenue Bonds, Series 2024 to finance part of the costs of the improvements to the wastewater treatment plant of the City. Mr. Huskey stated that he went to market June 20, 2024, to price the bonds. An interest rate was locked in at 4.22% which is an average interest rate.

Council held a discussion with Mr. Huskey and City Manager Parrish.

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

City Manager Parrish presented a consideration of amendment number one to the lease agreement with Baby Bell Candy Apples, LLC to extend the lease for six months. Baby Bell Candy Apples rent commencement date will be August 1, 2024.

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

City Manager Parrish presented a consideration of termination with Giustino's Deli, LLC for 5509 Main Street.

Consider the First Reading of Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD).

This item was not presented again.

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

This item was not presented again.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden noted upcoming events.

Planning Department Report:

Director Atkinson reported the official zoning map is available for print. If you would like a hard copy, please email Director Atkinson, rich@flowerybranchga.org.

Police Department Report:

Chief Hulsey reported that Officer Whaley has obtained his FAA license to fly drones in the daytime and nighttime. He thanked Mrs. Cash for her eleven years of service with the police department. He advised that Cody Inman is the first police department recruit sent to the police academy and will be graduating June 21, 2024.

Council Report:

Council Member Anglin complimented the landscaping around City Hall, and he appreciates the security measures around City Hall and surrounding city properties.

Council Member McClellan thanked Director Carden, Bailey Ramsey and other city staff who helped with the A1A concert. It was a packed concert and a job well done.

Mayor Asbridge thanked Matt Hamby and the finance department on the budget.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:51 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:51 p.m.

PUBLIC COMMENTS:

Bill Moats, 5780 Screech Owl Drive, Flowery Branch, Georgia.

Mr. Moats continues to seek information on the street issues and storm drain problems in Summit Lakes Subdivision.

Council held a discussion with City Manager Parrish regarding the roads in Summit Lakes Subdivision.

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

Mr. Weber complimented Director Carden on the A1A concert. He stated there was a huge crowd and the event was well organized, but parking is an issue.

CONSENT AGENDA:

- Consider May 18, 2024 Special Called City Council Meeting Minutes
- Consider June 6, 2024 Special Called City Council Meeting Minutes
- Consider June 6, 2024, 6:00 PM City Council Meeting Minutes
- Consider a Beer and Wine License for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway.

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

MOTION: Oliver McClellan

SECOND: Joe Anglin

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

NAYS: None

Motion carried

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.

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 second reading of Ordinance 714 amending the zoning ordinance to correct typographical errors in Article 9 Section 9.3.

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

Consider the Second Reading 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 second reading of Ordinance 715.

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

Consider the Second Reading of Ordinance Number 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 second reading of Ordinance 716 to establish the millage rate for tax year 2024; fiscal year 2025.

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

NEW BUSINESS - VOTING SESSION:

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

There was a motion made to authorize the mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement.

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

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

There was a motion made to authorize the agreement with Blessing Traders, Inc., and the purchase of real property for \$74,490.

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

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.

There was a motion made to approve Resolution 24-003.

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

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.

There was a motion made to approve Resolution 24-004.

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

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

There was a motion made to approve the first amendment to the lease agreement with Baby Bell Candy Apples, LLC. to extend the lease for six months.

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

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

There was a motion made to approve the termination of the lease agreement with Giustino's Deli, LLC. for 5509 Main Street.

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

Consider the First Reading of Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD).

City Clerk Cooper read the caption of Ordinance 717 conditionally allowing micro-breweries and micro-distilleries in the central Business District (CBD).

There was a motion made to approve the first reading of Ordinance 717 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.

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

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

City Clerk Cooper read the caption of Ordinance 718 which considers changes to Chapter 8 of the Flowery Branch City Code.

There was a motion made to approve the first reading of Ordinance 718.

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

Mayor Asbridge advised there may be a vote on an item not listed on the agenda after the executive session.

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 matters related to pending or potential litigation at 7:18 p.m.

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

There was a motion made to exit executive session at 7:35 p.m.

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

There was a motion made to approve the agreement between Bryan Puckette and the City of Flowery Branch to settle the motion for Temporary Injunction related to East Chestnut Steet.

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

ADJOURNMENT:

There was a motion to adjourn the meeting at 7:36 p.m.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider June 27, 2024 Transportation SPLOST Special Called Council Meeting Minutes

COUNCIL MEETING DATE: July 18, 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 27, 2024 TSPLOST Minutes.pdf](#)



**City of Flowery Branch at
Hall County Board of Commissioners
Transportation SPLOST Special Called Meeting
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Thursday, June 27, 2024, 4:30 PM**



CALL WORK SESSION TO ORDER:

County Administrator Zach Propes took a moment to allow those municipalities with a quorum in attendance to call their meetings to order. Mayor Asbridge called the council meeting to order at 4:37 p.m.

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

Also present were City Manager Tonya Parrish

Absent: Council Members Joe Anglin and William McDaniel

County Administrator Propes gave a brief presentation of the proposed Transportation SPLOST Intergovernmental Agreement.

CONSIDERATION OF TRANSPORTATION SPLOST IGA

Approval and authorization for the Chairman to execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the Intergovernmental Agreement concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, and authorization for the Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

There was a motion made to adopt the Intergovernmental Agreement with Hall County for Transportation SPLOST.

MOTION: Oliver McClellan
SECOND: Joseph Mezzanotte
AYES: Oliver McClellan, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried



ADJOURNMENT:

There was a motion made to adjourn the meeting at 5:00 p.m.

MOTION: Oliver McClellan

SECOND: Joseph Mezzanotte

AYES: Oliver McClellan, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk

PUBLIC NOTICE
**NOTICE OF POSSIBLE QUORUM OF THE CITY OF
FLOWERY BRANCH CITY COUNCIL**

In accordance with the Georgia Open Meetings Act, Volume 50, Chapter 14, notice is hereby given that a possible quorum of the City of Flowery Branch City Council may be in attendance at the Hall County Special Called Meeting concerning consideration and approval of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, Georgia. Notice is hereby given that the Board of Commissioners of Hall County, Georgia will meet at 4:30 p.m. on Thursday, June 27, 2024, in the Commission Meeting Room located on the second floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504. The purpose of the meeting will be to consider, vote upon the approval of, and execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County concerning the levy, and rate, of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County. The Board of Commissioners anticipates that this meeting may be a multi-jurisdictional meeting including some or all Cities and Towns located in Hall County. The meeting will be open to the public, and the public is invited to attend this meeting.

A copy of the proposed Intergovernmental Agreement is available on Hall County's website and may also be obtained from the County Clerk

I hereby certify that this notice was posted at Flowery Branch City Hall, 5410 Pine Street, Flowery Branch, Georgia on Tuesday, June 25, 2024

Shelia Cooper
City Clerk

cc: Mayor and City Council
City Manager's Office
City Attorney
Department Directors
Media
Official Website



**HALL COUNTY BOARD OF COMMISSIONERS
TRANSPORTATION SPLOST SPECIAL CALLED MEETING AGENDA**

Hall County Government Center 2nd Floor

2875 Browns Bridge Road

Gainesville, GA 30504

Thursday, June 27, 2024 - 04:30 PM

Call to Order

Invocation

Pledge

Approve Agenda

Consideration of Transportation SPLOST IGA

- 1 Approval and authorization for the Chairman to execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the Intergovernmental Agreement attached to this Agenda Item concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, and authorization for the Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

Execution of IGA

Closing Remarks

Adjourn

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



AGENDA ITEM

Approve Agenda

REPORT TO: Transportation SPLOST Special Called Meeting
(06/27/24)

ITEM NO: 374/2024

SUBJECT: Approval and authorization for the Chairman to execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the Intergovernmental Agreement attached to this Agenda Item concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, and authorization for the Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

Meetings:

Work Session Date:

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: ZP
Recommendation:
N/A

Purpose of Request:

Approval and authorization for the Chairman to execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the Intergovernmental Agreement attached to this Agenda Item concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, and authorization for the Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:

Intergovernmental Agreement

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 10, 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 10, 2024.
- B. If all Municipalities do not approve and execute this Agreement on or before July 10, 2024, Hall County may choose not to approve and execute this Intergovernmental Agreement. In such a circumstance, Hall County will pursue a five-year agreement with one or more 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, but in no event shall this Agreement run for more than 50 years from January 1, 2024.

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 Purposes and 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 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 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, other than indebtedness incurred pursuant to Article 5A, Part I of Official Code of Georgia Annotated Chapter 48-8 (Sections 48-8-260 et seq.). 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 Certain Authority.

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 perform any and all acts necessary to effectuate this Agreement, including the authority to execute any documents necessary to effectuate this Agreement.

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.

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 Street
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	Administered by:	\$ 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.	
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.	\$5,640,319
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: 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.	\$2,000,000
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.	\$260,000
Projects may include: Extension of Wilson Dr. Sidewalks from Downtown to the Park, New Parking Lot for Downtown Park	
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.	\$129,812
Projects may include -Resurface of Old Town Parking Lot & Driveway, Widening of Church St. and School St.	
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



**HALL COUNTY BOARD OF COMMISSIONERS
TRANSPORTATION SPLOST SPECIAL CALLED MEETING SUMMARY MINUTES
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Thursday, June 27, 2024 - 04:30 PM**

Call to Order

Vice-Chairman Poole at 4:36 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, County Attorney William Linkous III, and Special Assistant County Attorney Van Stephens

Mr. Stephens was present by phone.

Invocation

Pledge

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve — unanimous

Mr. Propes took a moment to allow those municipalities with a quorum in attendance to call their meetings to order.

Mr. Propes gave a brief presentation of the proposed Transportation SPLOST Intergovernmental Agreement.

Consideration of Transportation SPLOST IGA

Mr. Propes took a moment to allow those municipalities with a quorum to vote on the approval of the Intergovernmental Agreement.

- 1 Approval and authorization for the Chairman to execute an Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the Intergovernmental Agreement attached to this Agenda Item concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax within the Special District of Hall County, and authorization for the Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

Commissioner Stowe/Commissioner Powell — approve — unanimous

Execution of IGA

Closing Remarks

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn at 5:02p.m. — unanimous



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD)

COUNCIL MEETING DATE: July 18, 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 second 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 Second Reading of Ordinance Number 718 which Considers Changes to Chapter 8 of the Flowery Branch City Code

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

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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:

Approve

SAMPLE MOTION:

I move to approve the second 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:

-
- (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 the First Reading of Ordinance Number 720 Variance Requests for 5632 Church Street regarding Front Porch Length and Garage Placement Requirements

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

The public hearing for the variance requests submitted as ordinance number 720, for 5632 Church Street, was held on June 20, 2024. The first read is July 18, 2024, and the second is scheduled for August 1, 2024. Staff recommends approval of both variance requests. Restrictions caused by the lot size and shape prohibit two of the Traditional Neighborhood District (TND) requirements (front porch size, garage placement) from being met.

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 request 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:

Approve the first read, table, or deny.

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 720.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Flowery Branch Variance 4_23_24.pdf](#)
- [Flowery Branch Variance 4_23_24_01.pdf](#)
- [Ordinance 720_5632 Church St.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.

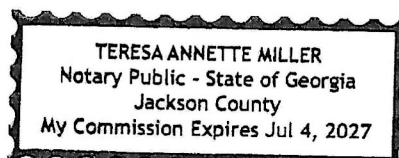
Address: P.O. Box 176
Dacula, Ga. 30019

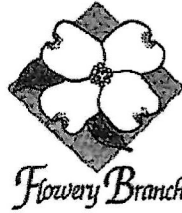
E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

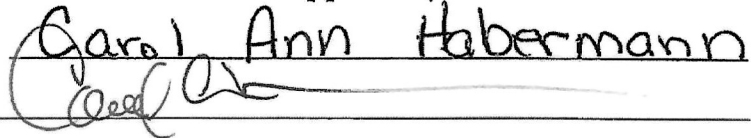
Notary Seal:





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

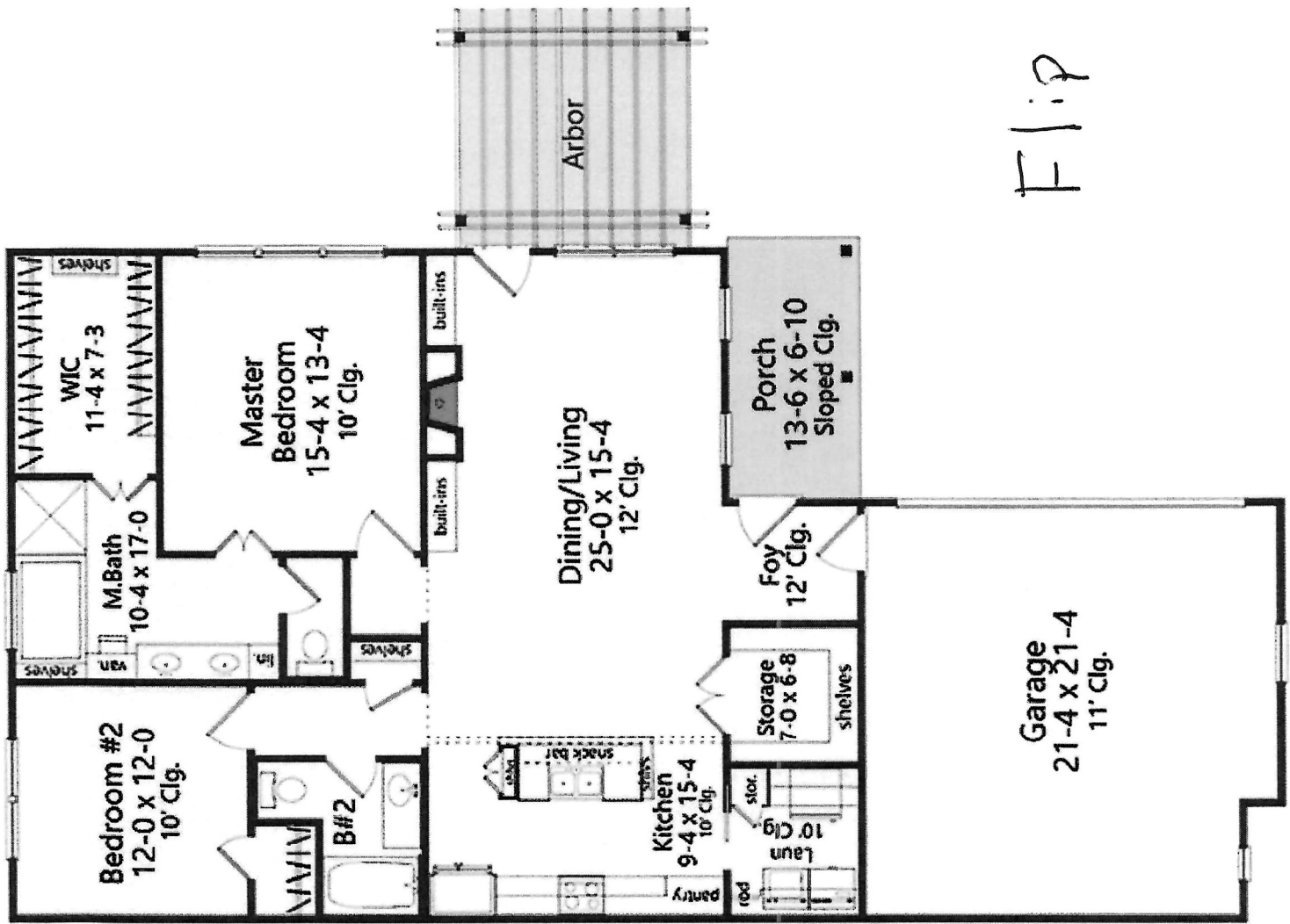
N/A

N/A



AD Plan 62137V
Architectural Designs.com

Flip



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
DATE
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. 43-15-6-67

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

Party Name
Sponsor Clark Tompkins
Sponsor Clark Tompkins

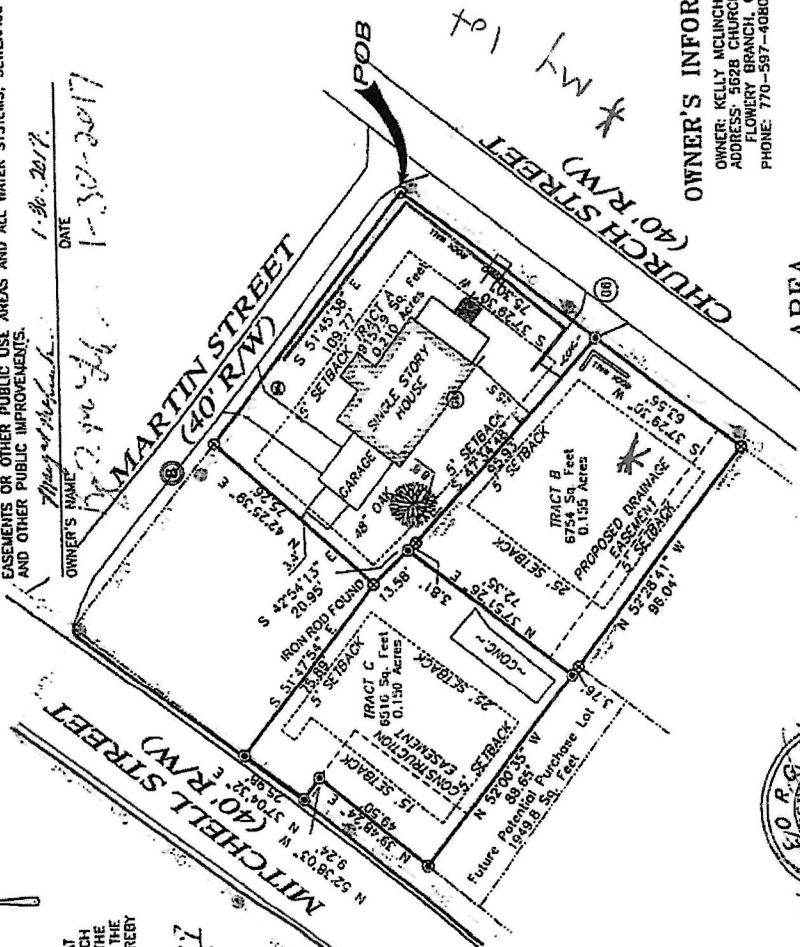
Party Type
RETURN TO
PREPARED BY

Participant ID
0601019321

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
OWNER'S NAME
DATE 1-30-2017



OWNER'S INFORMATION:

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

AREA
TRACT A 9157.9 SQ. FT. 0.210 ACRES
TRACT B 6754 SQ. FT. 0.155 ACRES
TRACT C 6516 SQ. FT. 0.150 ACRES



GRAPHIC SCALE



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 SURVEYOR 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 MCCLINCHA 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 BOND 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 MCCLINCHA		
PROJECT 5731 MITCHELL STREET, 5628 MARTIN STREET & 5632 CHURCH STREET, FLOWERY BRANCH, GA 30542		
DRAWING TITLE A RESIDENTIAL LAND DIVISION SURVEY FOR: KELLY MCCLINCHA, 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.

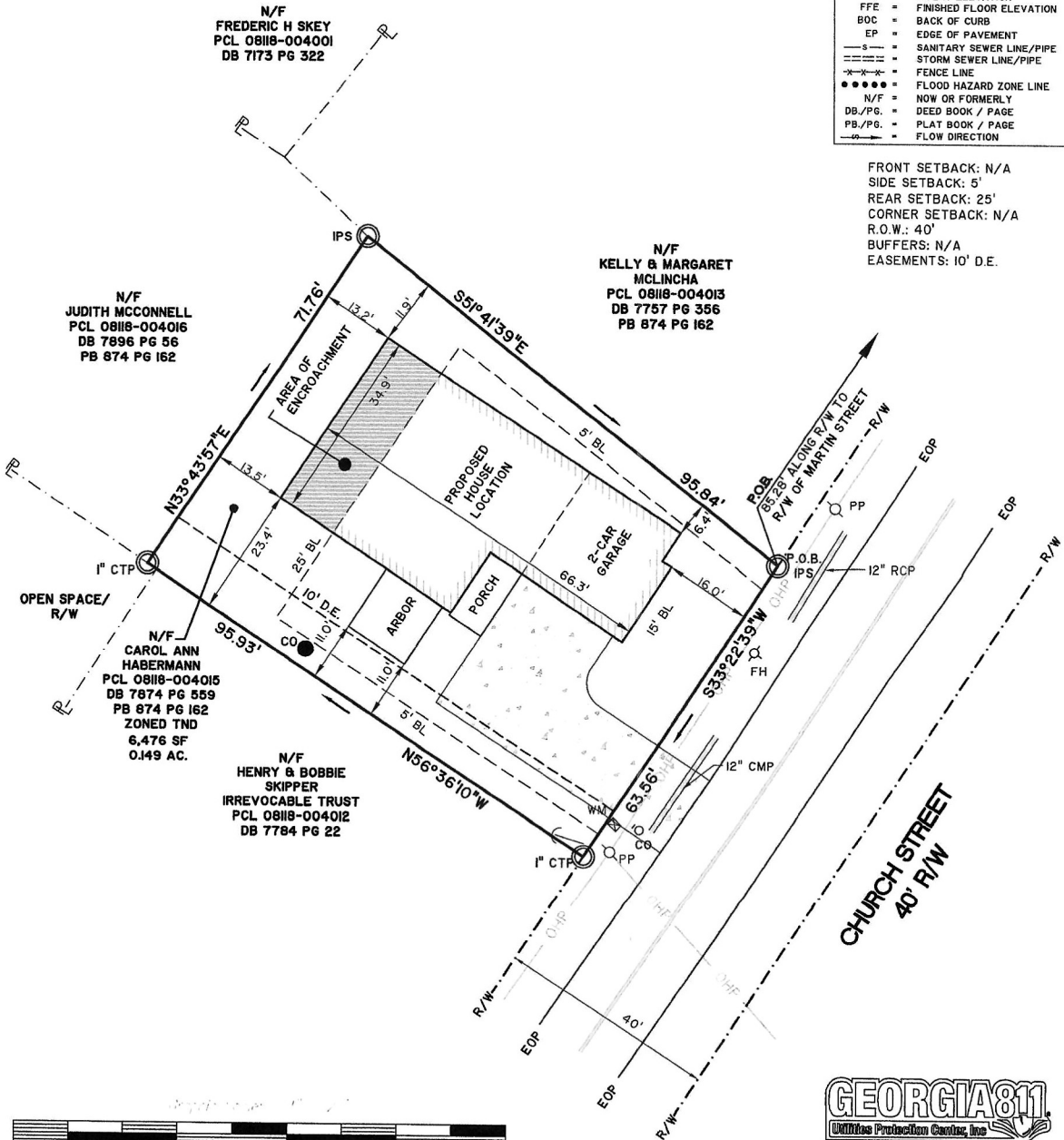
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 92,507 FEET AND AN ANGULAR ERROR OF 02" PER POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.

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

GEORGIA
REGISTERED
NO. 3121
LAND SURVEYOR
CHRISTOPHER C. BALDWIN
L.S.F. #000145

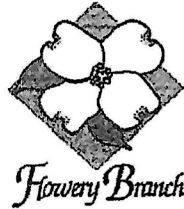
**MARK MILLER
PROPERTIES**
P.O. BOX 176
DACULA, GEORGIA

TASK:
**HOUSE LOCATION
PLAN**

PROJECT NAME:
**5632
CHURCH STREET
PIN#
08118-004015**

ADDRESS:
5632 CHURCH STREET
8TH DISTRICT LAND LOT 112
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

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



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.

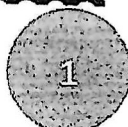
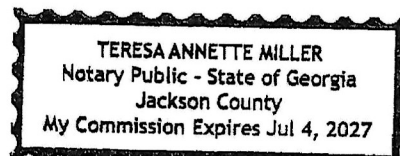
Address: P.O. Box 176
Dacula, ga. 30019

E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

Notary Seal:



ORDINANCE 720

5632 Church Street Variance Request

AN ORDINANCE GRANTING VARIANCES FROM THE REQUIREMENTS OF ARTICLE 7, SECTIONS 7.5.(b) and (c) OF THE FLOWERY BRANCH ZONING ORDINANCE; 5632 CHURCH STREET, TAX PARCEL IDENTIFICATION NO. 08118 004015, OWNED BY HABERMANN, CAROL ANN, AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, HABERMANN, CAROL ANN has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 5632 Church Street; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on June 20, 2024, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of HABERMANN, CAROL ANN in conjunction with the standards set forth in Article 37, Section 37.5 of the Zoning Ordinance.

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

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 7, Sections 7.5 (b) and (c) 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;

- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 7, Additional Development Requirements 7.5 (b)

Front Porches. Any new, detached dwelling shall have a front porch no less than sixteen feet in width as measured along the street frontage and no less than six feet in depth measured from the front property line to the interior of the lot.

Ordinance Article 7, Additional Development Requirements 7.5 (c)

On-site Parking. A two-car garage or carport located in the rear or side yard is required.

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

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.

Public Hearing Published 05/11/2024
Public Hearing 06/20/2024

First Reading 07/18/2024
Proposed Second Read 08/01/2024

SECTION 4. EFFECTIVE DATE.

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

SECTION 5. REPEALER.

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

Adopted this 1st day of August 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

Exhibit "A"

[illegible]

Public Hearing Published
Public Hearing

05/11/2024
06/20/2024

First Reading 07/18/2024
Proposed Second Read 08/01/2024

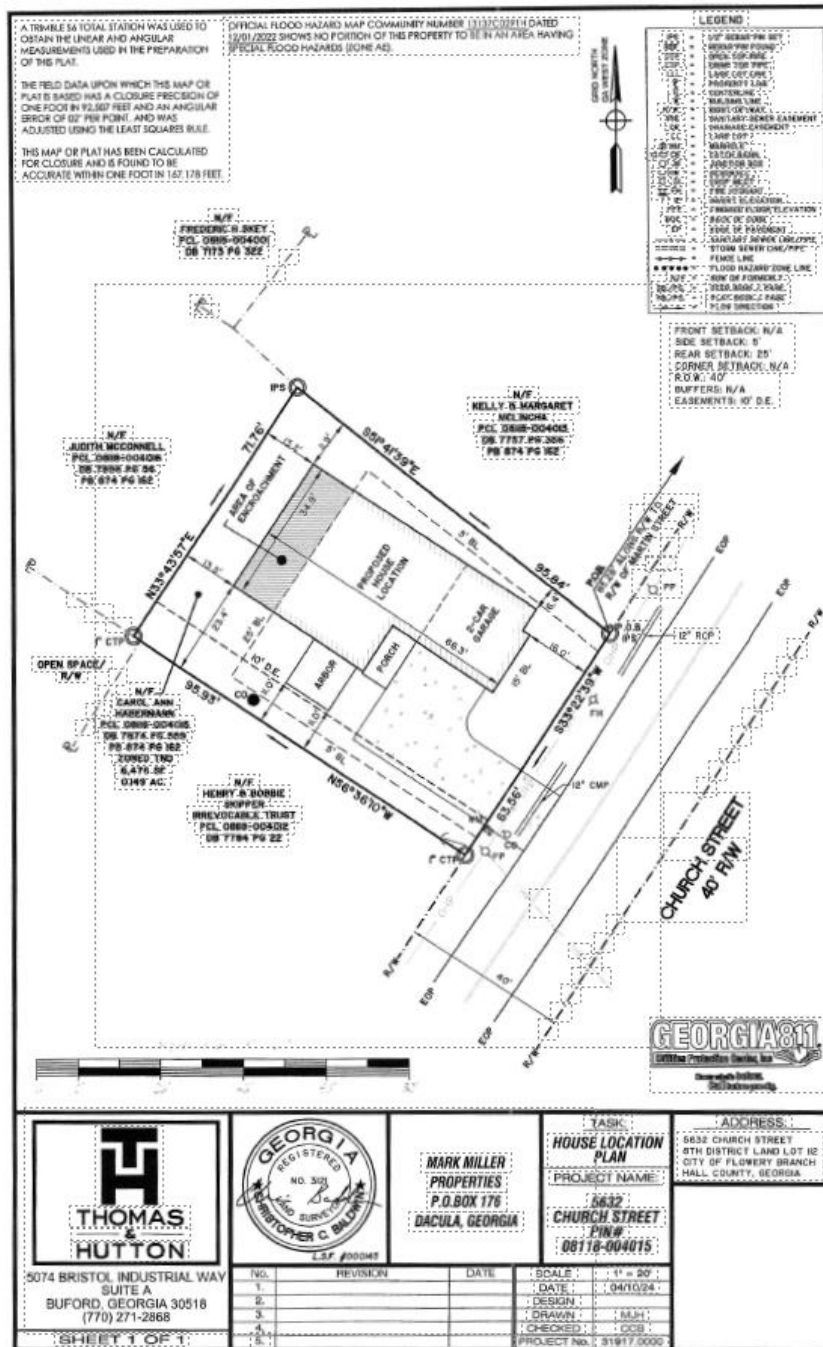
Exhibit "B"

Legal Description To be added

Exhibit "C"

Conditions of the Variance

1. The project shall generally adhere to the site plan as shown below:



Public Hearing Published 05/11/2024
Public Hearing 06/20/2024

First Reading 07/18/2024
Proposed Second Read 08/01/2024

3. Garage shall be designed as shown on the site plan referenced as condition number one (1) of this ordinance.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

The construction manager at risk role was originally advertised via a request for proposal (RFP) process and included an interview phase for all proposers. A total of four reputable and experienced firms proposed for the CMAR role. Using the provided proposals, interviews, and contractor provided cost markup sheet the best value CMAR was identified to be Archer Western Construction (AW). AW has worked with the engineering design firm, ESG Engineering, Inc., to get to the 80% Design and GMP milestone which was achieved on March 18, 2024. The current CMAR contract with AW included early phase support with an understanding that amendments would be needed to be made for the construction support portion of the project. Amendment #1 was approved 3/21/24 for the "Early Works Package" which included dewatering and aeration solutions for approximately \$2.6M.

FACTS AND ISSUES:

The GMP came in at \$43,311,101 and the city had already secured a loan from GEFA for a portion of the funding needed. The rest of the funding for the entire project is from revenue bonds being sold in coordination with The Gainesville and Hall County Development Authority. The bonds are scheduled to sell on July 19, 2024. After the proceeds are received, if this amendment is approved, the notice to proceed can be issued and the work will begin.

OPTIONS:

- 1) Approve amendment #2 to the CMAR agreement.
- 2) Do not approve amendment #2 to the CMAR agreement.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

GEFA Loan \$20M and Bonds \$25M

RECOMMENDATION:

Approve amendment #2 to the CMAR agreement for the expansion of the water reclamation facility.

SAMPLE MOTION:

I move to approve the second amendment to the CMAR agreement with Archer Western for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - CMAR Amendment #2 Archer Western.pdf](#)
- [Flowery Branch Amendment #2 -7-12-24 \(TSDP&TB\).pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Amendment #2 to the Construction Manager at Risk (CMAR) Agreement for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

DATE: July 15, 2024

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

BUDGET INFORMATION:

ANNUAL- N/A

CAPITAL- \$43,311,101

COUNCIL ACTION REQUESTED ON: July 18, 2024

PURPOSE: To approve amendment #2 to the CMAR agreement for the expansion of the water reclamation facility.

HISTORY: The construction manager at risk role was originally advertised via a request for proposal (RFP) process and included an interview phase for all proposers. A total of four reputable and experienced firms proposed for the CMAR role. Using the provided proposals, interviews, and contractor provided cost markup sheet the best value CMAR was identified to be Archer Western Construction (AW). AW has worked with the engineering design firm, ESG Engineering, Inc., to get to the 80% Design and GMP milestone which was achieved on March 18, 2024. The current CMAR contract with AW included early phase support with an understanding that amendments would be needed to be made for the construction support portion of the project. Amendment #1 was approved 3/21/24 for the “Early Works Package” which included dewatering and aeration solutions for approximately \$2.6M.

FACTS AND ISSUES: The GMP came in at \$43,311,101 and the city had already secured a loan from GEFA for a portion of the funding needed. The rest of the funding for the entire project is from revenue bonds being sold in coordination with The Gainesville and Hall County Development Authority. The bonds are scheduled to sell on July 19, 2024. After the proceeds are received, if this amendment is approved, the notice to proceed can be issued and the work

will begin.

OPTIONS:

- 1) Approve amendment #2 to the CMAR agreement.
- 2) Do not approve amendment #2 to the CMAR agreement.

RECOMMENDED SAMPLE MOTION:

I move to approve the second amendment to the CMAR agreement with Archer Western for the Gross Maximum Price (GMP) of \$43,311,101 for Construction Services of the Expansion of the Water Reclamation Facility.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

AMENDMENT NO. 2 TO FLOWERY BRANCH WRF EXPANSION CMAR AGREEMENT GUARANTEED MAXIMUM PRICE AMENDMENT

Dated _____, 2024.

Pursuant to Article 3.4 of the Agreement dated June 1, 2023, between the Owner, City of Flowery Branch and the Construction Manager, Archer Western Construction, LLC, for the Flowery Branch Water Reclamation Facility Expansion (the "Project"), the Owner and the Construction Manager desire to amend the Agreement to establish a Guaranteed Maximum Price ("GMP") for the construction services portion of the Project (the "Construction Work"). Therefore, the Owner and the Construction Manager agree to amend the Agreement (the "GMP Amendment") as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

1.1. Construction Manager's GMP for the Construction Work is **\$43,311,101.00** Dollars. This is the maximum amount payable by Owner to Construction Manager for the Construction Work. THE PARTIES ACKNOWLEDGE THAT THIS ENTIRE AGREEMENT IS CONTINGENT ON THE OWNER, CITY OF FLOWERY BRANCH, SUCCESSFULLY OBTAINING ACCESS TO \$25,000,000 IN REVENUE BOND PROCEEDS ISSUED IN COORDINATION WITH THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY.

1.1.1. Pursuant to Article 3.4.11 of the Agreement, Construction Manager and the Owner have agreed to convert the GMP to a lump sum plus a CMAR Contingency as well as an Owner Contingency as provided herein. There are no allowances included in the GMP.

1.1.1.1. The GMP for the Construction Work is a sum of the following components: (i) the lump sum; (ii) the CMAR Contingency; and (iii) the Owner Contingency.

1.1.1.1.1 Lump Sum. The lump sum component of the GMP is \$40,811,101.00.

1.1.1.1.2. CMAR Contingency. The CMAR Contingency component of the GMP is \$1,600,000.00. The Construction Manager will utilize the CMAR Contingency in accordance with Article 3.4.8 of the Agreement.

In addition to items specifically listed in Article 3.4.8.1 CMAR Contingency can be utilized for the following items:

- Additional dewatering efforts in case of ground water tables being higher than identified within the Geotechnical report
- Additional bypass pumping, tie-ins of reroutes/ relocates not identified within the GMP set of drawings
- Existing power feeder relocations if in conflict with new structures/ utilities and not shown to be relocated on GMP set of documents
- Trade buyout differential (electrical, I&C, process equipment, materials, etc.)
- Electrical Cost Overruns (performance, scope gap etc.)
- Additional MOPO services
- Additional subgrade improvement or erosion control measures
- Concrete repairs to ensure water tightness of the liquid containment structures

- Existing gate repairs
- Additional HVAC/ Plumbing bracing to ensure compliance with the seismic code requirements
- Additional efforts related to offsite soil stockpile to address permitting authority/ public comments related to erosion control, etc.
- Material & Equipment escalation costs due to market conditions
- CMAR costs to support non-performing subs and supplement workforce to maintain schedule
- Damage to existing facilities/ utilities

1.1.1.1.3. Owner Contingency. The Owner Contingency component of the GMP is \$900,000.00. The Owner Contingency shall be for the exclusive use of the Owner for any purpose the Owner chooses in its sole discretion, including (but not limited to) additional, expanded, or modified scopes of work. Construction Manager has no right to any allocation from the Owner Contingency. Cost of Work paid for from Owner Contingency shall be determined in accordance with Agreement Article 9.3.

In addition to Owner's right to use Owner Contingency for any purpose chosen, this contingency shall be utilized for the following specific items:

- Construction Scope growth between 80% and 100% design
- Hazardous Materials remediation
- Cost escalation due to Force Majeure events, pandemics, change in law, executive orders, or abnormal inflation of over 5% on an annual basis
- Permit Fees, if not waived
- Design changes due to permitting authority review of the design documents

Remaining Owner Contingency Funds at the end of the Project will not be shared between Owner and CMAR and will remain 100% property of the Owner.

ARTICLE 2 SCOPE OF CONSTRUCTION WORK

The GMP is for the performance of the Construction Work in accordance with the exhibits listed below, which are enclosed with this GMP Amendment:

Exhibit A – Drawings, Specifications and Procurement Addendums

Exhibit B – CMAR Construction Phase GMP Proposal;

Exhibit C – GMP Assumptions & Clarifications.

ARTICLE 3 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Construction Work is revised to be **740 Days** from the date of the Notice to Proceed. This Date for Substantial Completion shall supersede any previously established Dates for Substantial Completion.

ARTICLE 4 DATE OF FINAL COMPLETION

The Date of Final Completion of the Construction Work is revised to be **800 Days** from the date of the Notice to Proceed. This Date for Final Completion shall supersede any previously established Dates for Final Completion.

ARTICLE 5 LIQUIDATED DAMAGES

As provided in Article 6.6 of the Agreement, liquidated damages are established or modified as follows:

Deadline	Liquidated Damages Daily Rate
Failure to achieve Substantial Completion (Article 6.6.1.1)	\$500
Failure to achieve Final Completion (Article 6.6.2.1)	\$300
Maximum aggregate liquidated damages liability (Article 6.6.3)	\$50,000

These liquidated damages rates shall supersede any previously established liquidated damages rates for this phase.

ARTICLE 6 AMENDMENTS TO THE AGREEMENT

In addition to the amendments to the Agreement referenced elsewhere in this GMP Amendment, the following provisions of the Agreement are hereby amended.

6.1. Article 3.4.11 of the Agreement is amended to read as follows:

LUMP SUM CONVERSION If Owner and CMAR mutually agree, GMP may be converted to a lump sum (stipulated amount). If GMP is converted to a lump sum amount, this lump sum amount will include costs for General Conditions, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount.

6.2 Article 11.4 of the Agreement is amended to read as follows:

ADDITIONAL GENERAL LIABILITY COVERAGE Owner shall not require Construction Manager to purchase and maintain additional liability coverage.

11.4.1 Intentionally Omitted.

11.4.2 Intentionally omitted.

6.3. All other terms and conditions of the Agreement, including any previous amendments thereto, shall remain unchanged by this GMP Amendment.

This GMP Amendment is entered into as of _____.

OWNER: CITY OF FLOWERY BRANCH

BY: _____

PRINT NAME _____

PRINT TITLE _____

WITNESS: _____ NAME _____ TITLE _____

CONSTRUCTION MANAGER: ARCHER WESTERN CONSTRUCTION, LLC

BY: _____

PRINT NAME _____

PRINT TITLE _____

WITNESS: _____ NAME _____ TITLE _____

END OF DOCUMENT.

EXHIBIT A: DRAWINGS AND SPECIFICATIONS

EXHIBIT A: DRAWINGS AND SPECIFICATIONS

Document No.	Document Title	Version Date	File Format
01	Flowery Branch WRF Expansion Vol 1_80% Specifications_R1	3-22-2024	PDF
02	Flowery Branch WRF Expansion Vol 2_80% Specifications_R1	3-22-2024	PDF
03	Flowery Branch WRF Expansion Vol 3_80% Drawings_R1	3-22-2024	PDF
04	Flowery Branch WRF Expansion Vol 4_80% Standard Details_R1	3-22-2024	PDF
05	Procurement Addendums 1 thru 6	3-29-24 thru 4-23-24	PDF

EXHIBIT B: CMAR CONSTRUCTION PHASE GMP PROPOSAL



DATE: 5/29/2024

** 80% Design ** FINAL GMP

DESCRIPTION	QTY	UN	TOTAL DIRECT COST
SITE WORK	1	LS	\$5,116,114
100 - INFLUENT PUMP STATION	1	LS	\$667,385
200 - HEADWORKS	1	LS	\$2,934,332
300 - EQ INFLUENT PUMP STATION	1	LS	\$795,247
320 - EQ EFFLUENT PUMP STATION	1	LS	\$963,116
400 - BIOREACTORS, MEMBRANES, UV	1	LS	\$14,617,656
480 - ELECTRICAL BUILDING	1	LS	\$307,883
500 - BULK CHEMICAL STORAGE	1	LS	\$1,221,870
800 - CASCADE AERATOR	1	LS	\$432,115
900 - EFFLUENT PUMPING	1	LS	\$344,966
910 - REUSE TANK AND PLANT WATER P.S.	1	LS	\$225,022
ELECTRICAL	1	LS	\$4,981,353
PROCESS CONTROL SYSTEMS (I&C)	1	LS	\$910,416
START-UP, COMMISSIONING AND ACCEPTANCE TESTING	1	LS	\$36,062
ALLOWANCES AND UNIT PRICE WORK	1	LS	\$0
Total Direct Construction Cost (A)			\$33,553,537
Contingency - CMAR			\$1,600,000
Contingency - Owner			\$900,000
Subtotal Contingencies (B)			\$2,500,000
Taxes			included
Autodesk Cloud (ACC)			\$37,500
Liability Insurance			\$399,161
Builder's Risk Insurance			\$115,313
OPC Insurance			N/A
Bond			\$255,000
Subtotal Construction Support Costs (C)			\$806,975
Subtotal A+B+C			\$36,860,512
CMAR Fee (8%)			\$2,948,841
Subtotal CMAR Fee (D)			\$2,948,841
General Conditions (9.5%)			\$3,501,749
Subtotal General Conditions (E)			\$3,501,749
TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E)			\$43,311,101

EXHIBIT C: GMP ASSUMPTIONS & CLARIFICATIONS

GMP SCOPE ASSUMPTION & CLARIFICATIONS

In assembling the Lump Sum Guaranteed Maximum Price for the Flowery Branch WRF Expansion Package, Archer Western Construction has made the following Assumptions and Clarifications:

1. Assumed Project NTP: August 5, 2024. Construction duration: **740 days** to **Substantial completion**, and **800 days** to **Final completion**. Assume MBR system and overall plant clean water test and facility performance test to take place within 60 days between Substantial and Final Completion of the project.
2. Assumed project Liquidated Damages rates:
 - Substantial Completion: \$500/ day
 - Final Completion: \$300/ day
 - Maximum aggregate Liquidated Damages Liability: \$50,000
3. CMAR Contingency of \$1,600,000 has been included as a line item within the Lump Sum Guaranteed Maximum Price Proposal. CMAR Contingency value represents approximately 4.75% of the project's direct costs and excludes Owner Contingency. Owner Contingency of \$900,000 has been included as a line item within the Lump Sum Guaranteed Maximum Price Proposal.
4. This "Assumptions and Clarifications" document and a list of 80% design drawings annotated for all accepted Value Engineering Items and Scope Deletions shall be included as an exhibit to CMAR Contract Price Amendment. Below is a summary of the changes made to the 80% design documents:
 - a) Remove contractual requirement for CMAR to provide OCP Insurance for construction phase of the project
 - b) Storm Piping – Delete storm Line SD1 thru SD4 and associated structures
 - c) Piping Flanged Connections – Delete requirement to provide washers at the flanged pipe to pipe and pipe to equipment connections
 - d) Delete requirement to provide Xypex admixture as part of concrete mix design or surface applied
 - e) Pre-Engineered Metal Buildings:
 - i. Replace all roofing systems from Standing Seam to PBR Exposed Fastener Screw down roof

- ii. Revise wind uplift design requirements from FM-4471 1A-90 to UL-90
 - iii. MBR – lower building height to 21 feet for building and to 18'-9" for the attached canopy over UV area
 - iv.. Coarse Bubble – replace fully enclosed structure with canopy that includes South and West walls partially sheeted to provide sun shield per Enviromix recommendations
 - v. Coarse Bubble - lower canopy height to 12'-00".
 - f) Delete Bridge Crane I-beam bracing to columns
 - g) Construct Headworks retaining wall per new detail 0330-059. Wall height assumed not to exceed 6'-00"
 - h) Raise Membrane influent channel and membrane tanks top of slab elevation to 1086 and eliminate requirement for fiber reinforced concrete fill
 - i) Assumed that there will be no additional beams required to support grating over the MBR tanks except for the beams supplied by the Membrane System Supplier
 - j) Updated MBR Lighting plan reducing overall qty of the light fixtures
 - k) Utilize precast concrete structure to construct EQ Influent PS in lieu of CIP structure
5. The CMAR Team will utilize record management software Autodesk Construction Cloud (ACC) housed on Archer Western server. The CMAR will be responsible to provide system access for ESG and Flowery Branch staff. CMAR team will utilize ACC to store and update record drawings electronically, no hard copies of the as-built/ record drawings will be maintained.
 6. Building Permit and LDP fees, if any, are excluded.
 7. Any land, easement acquisition or wetland mitigation fees, if any, are excluded.
 8. No coatings of the Galvanized Pipe Supports or Galvanized Surfaces
 9. Lightening Protection and grounding systems are excluded.
 10. No hazardous materials or hazardous waste is anticipated to be involved in this scope.
 11. Assume there will be no coordination required with other contractors not directly engaged with the scope of this contract.

12. Testing or operating costs during testing, start-up and commissioning, including power, chemicals, water, and offsite disposal of liquids, solids, or sludge are excluded.
13. Assume adequate volume of bioreactor seed sludge will be available at the project site. No additional seed sludge hauling is included.
14. Factory witness testing will not be required.
15. Excludes materials testing.
16. Excavated soil materials will be disposed offsite at a location identified/ provided by the Flowery Branch within the driving distance not to exceed 20 minutes. No LDP permit requirements are assumed to be required for this location.
17. Assume adequate availability of temporary on-site power to operate new Headworks facility, including EQ influent pumps, and existing IPS bypass primary electric pumps at the same time (due to electrical equipment lead times new electrical building will not be operational prior to IPS work that requires new Headworks to be operational). 24/7 pumps watch costs are not included.
18. OPS schedule is based on 60-week procurement lead time for electrical equipment.
19. Assume all on site excavated materials are suitable for structural fill and backfill. No imported soil materials for these operations are assumed as part of the project cost.
20. Landscaping and soil stabilization is limited to seeding. Design and installation of supplemental planting, if required, will be by others.
21. Assume stone pipe bedding to be 6" to the bottom of the pipe with the balance of pipe backfill to be native excavated materials.
22. Assumed undercutting up to 30% of the Bioreactor footprint area 1'-6" deep and replacing with 57 stone per Geotechnical report.
23. Exception to Note 6 on drawing 006-E-614 is taken as it relates to providing larger generator and cabling/ conduit, if required. Specified generator size is included.
24. No provisions are made for Fire Alarm or CCTV systems.
25. Assume Owner will drain and clean any existing structures to facilitate tie-in of new systems/ utilities.
26. Assume no modifications to existing facilities, except for items identified within the contract documents at the time of Lump Sum GMP Submission.

27. Existing utility transformer upgrades or procurement and installation of new utility transformer and utility feed, and associated costs by others
28. Contractor and Engineer on site trailers will be connected to the existing sewer system on site, no waste holding tanks will be provided.
29. Acoustical barriers to mitigate construction noises are excluded.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration to Apply for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for a New Generator Located at the Well Pump House on Mulberry Street

COUNCIL MEETING DATE: July 18, 2024

HISTORY:

The Federal Emergency Management Agency administers the Hazard Mitigation Program to provide funding for mitigation measures that reduce or eliminate long-term risk to people and property from future disasters. The City of Flowery Branch has been awarded a Hazard Mitigation in the past for the City Hall backup generator. Funds totaling \$30,916 were awarded. A new generator to replace the old well pump house on Mulberry Street has been quoted at \$59,700. A reliable generator is imperative to provide water to residents in the event of a power outage.

FACTS AND ISSUES:

FEMA's Hazard Mitigation Program provides funding to state and local governments for hazard mitigation measures that help protect the community from disaster. The application is handled at the state level by the Georgia Emergency Management Agency. The program provides 75% of eligible and approved projects and requires a 25% match commitment from the community.

OPTIONS:

To approve, or not approve, applying for FEMA's Hazard Mitigation Grant for a new generator at the well pump house located on Mulberry Street to ensure water availability in the event of a power outage.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

FY2025 Budget

RECOMMENDATION:

To approve an application to FEMA's Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house.

SAMPLE MOTION:

I make a motion to approve an application to FEMA's Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house and to authorize the Mayor and staff to execute necessary documents to apply for and accept a grant awarded to the City of Flowery Branch.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Hazard Mitigation Grant Application.pdf](#)
- [Letter of Commitment for Match.pdf](#)
- [Contingency Request Letter.pdf](#)
- [SF424D-2025 Construction Assurances.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request to Pursue a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for a New Generator Located at the Well Pump House on Mulberry Street

DATE: July 18, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$59,700

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

COUNCIL ACTION REQUESTED ON: N/A

PURPOSE:

To request permission from Mayor and Council to apply for a grant under FEMA's Hazard Mitigation Program that would reimburse 75% of funds spent on a new generator to power the well pump house located on Mulberry Street.

HISTORY:

The Federal Emergency Management Agency administers the Hazard Mitigation Program to provide funding for mitigation measures that reduce or eliminate long-term risk to people and property from future disasters. The City of Flowery Branch has been awarded a Hazard Mitigation in the past for the City Hall backup generator. Funds totaling \$30,916 were awarded. A new generator to replace the old well pump house on Mulberry Street has been quoted at \$59,700. A reliable generator is imperative to provide water to residents in the event of a power outage.

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OPTIONS:

To approve, or not approve, applying for FEMA's Hazard Mitigation Grant for a new generator at the well pump house located on Mulberry Street to help ensure water availability in the event of a power outage.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve an application to FEMA's Hazard Mitigation Program for funds to be used on a replacement generator at the Mulberry Street well pump house and to authorize the Mayor and staff to execute necessary documents to apply for and accept a grant awarded to the City of Flowery Branch.

DEPARTMENT: Finance

Prepared by: Elias Gobble



July 18, 2024

Stephen Clark
Hazard Mitigation Manager
Georgia Emergency Management/Homeland Security Agency
33 Hazen Drive
Concord, NH. 03305

RE: ***Hazard Mitigation Program Match Commitment Letter***

As part of the Hazard Mitigation Grant process, a local funding match is required.

This letter serves as the City of Flowery Branch's commitment to provide 25% of project costs upon award and for the duration of the grant.

Should you have any questions or need additional information, please feel free to contact our City Manager, Tonya Parrish, at 770-967-6371 or tonya@flowerybranchga.org.

Very truly yours,
City of Flowery Branch, Georgia

Edward R. Asbridge
Mayor



July 18, 2024

Stephen Clark
Hazard Mitigation Manager
Georgia Emergency Management/Homeland Security Agency
33 Hazen Drive
Concord, NH. 03305

RE: ***Hazard Mitigation Program Contingency Request***

As part of the Hazard Mitigation Grant process, the City of Flowery Branch would like to request up to 5% contingency to allow for increasing cost of equipment.

We appreciate your consideration.

Should you have any questions or need additional information, please feel free to contact our City Manager, Tonya Parrish, at 770-967-6371 or tonya@flowerybranchga.org.

Very truly yours,
City of Flowery Branch, Georgia

Edward R. Asbridge
Mayor

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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