



**City of Flowery Branch
City Council Meeting
Thursday, August 01, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

PUBLIC HEARING:

- A Public Hearing to Consider a Variance Request to Reduce the Minimum Rear Setback Requirement for 4865 Hog Mountain Road.
[21138231-Variance Application.pdf](#)
[21138230-TownePlace Suites Site Plan C4.0 2024-05-29.pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Consider the Second 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 Updated 8.1.2024.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider Resolution Number 24-005 to Amend the Master Fee Schedule for FY2025
[executive summary template resolution 24-005.pdf](#)
[Resolution 24-005 To amend the FY2025 Master Fee Schedule.pdf](#)
[Master Fee Schedule FY2025.pdf](#)
- Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.
[ES - Equity Realty Lease Agreement.pdf](#)
[Equity Realty PKKN Leasing Agreement.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 July 18, 2024 City Council Meeting Minutes
[Unofficial July 18, 2024 City Council Meeting Minutes.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second 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](#)
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- Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.
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[Equity Realty PKKN Leasing Agreement.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: A Public Hearing to Consider a Variance Request to Reduce the Minimum Rear Setback Requirement for 4865 Hog Mountain Road.

COUNCIL MEETING DATE: August 1, 2024

HISTORY:

The applicant representing Town Place Suites has requested a variance from the rear setback requirements. The reduction is needed to accommodate a turn lane on Hog Mountain Road.

FACTS AND ISSUES:

The City requested the turn lane and in order to accommodate this request, a rear setback reduction is required. The rear setback per Table 9.2 of the Flowery Branch Zoning Ordinance requires a thirty foot rear setback. The applicant requests a reduction of twenty feet. The applicant will enhance the remaining ten foot buffer with additional evergreen plantings and a six foot high wood privacy fence.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No action at this time - public hearing only.

SAMPLE MOTION:

No motion at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [21138231-Variance Application.pdf](#)

- [21138230-TownePlace Suites Site Plan C4.0 2024-05-29.pdf](#)



VARIANCE APPLICATION

Address of Request:

4865 Hog Mountain Road, Flowery Branch, GA 30542

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:

The Flowery Branch Code of Ordinances; Table 9.2 / Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting the same districts as listed, requires a rear setback buffer of 30'. In order to provide the additional road improvements along Hog Mountain Rd as requested, we are requesting a 20' reduction of this buffer in order to make the project to fit on the site. The remaining 10' buffer can be enhanced with additional evergreen plantings and a 6' high wood privacy fence.

Applicant: Owner Entity; FB TMK LLC / Darrell Baker, Agent for Owner

Address: Randolph Williams, LLC, 100 World Drive, Ste 105, Peachtree City, GA 30269

E-mail address: dbaker@rwcre.net

Phone number: 404.977.2470

Signature: 

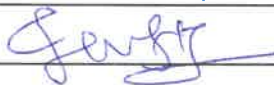
Notary Seal: 





Property owner information (if different than the applicant)

Property owner (please print): FB TMK LLC / Alpesh Patel, Managing Member

Signature of property owner: 

Notary Seal: 



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)

Darrell Baker

From: Pitts, Adam <Adam.Pitts@kimley-horn.com>
Sent: Thursday, June 13, 2024 3:03 PM
To: Darrell Baker
Cc: almech98@gmail.com
Subject: RE: Towneplace Suites / 4865 Hog Mountain Road, Flowery Branch, GA 30542

Darrell,

Please see table 9.2 Dimensional Requirements for Nonresidential Zoning Districts.

Maximum height (number of stories)	3	3	3	5	Note 1	4	5
Maximum density (units per acre)	3	3	3	12	N/A	N/A	N/A
Minimum lot size for detached single family dwelling (square feet)	10,000	10,000	10,000	10,000	7,000	N/A	N/A
Minimum lot size for other uses (square feet)	10,000	None	None	None	None	None	None
Minimum lot width (feet)	75	75	90	None	None	100	100
Minimum heated floor area per dwelling unit (square feet)	1,200	1,200	1,200	700	700	700	700
Minimum heated floor area for other uses (square feet)	None	None	2,500 per tenant space	None	None	None	None
Minimum front yard setback (feet)	25	40	25	None	None	25	25
Minimum side setback, interior lot line (feet)	10	40	10	10	None	15	15
Minimum side setback, corner lot (feet)	15	40	15	15	None	25	25
Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones	N/A	10	N/A	N/A	N/A	N/A	N/A
Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet)	N/A	5	N/A	N/A	N/A	N/A	N/A
Minimum rear setback (feet)	20	40	20	25	None	25	25
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)	25	50	40	30	None	50	50
Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)	15	40	30	30	None	50	50
Minimum landscape strip required along right-of-ways for any nonresidential or multi-family use (width in feet)	10	25	10	10 (None if built to front lot line)	None	30	30
Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)	5	15	5	None	None	None	None
Maximum lot coverage (percent)	35	40	45	50	None	None	None
Minimum landscaped open space (percent)	25	20	15	15	N/A	10	10

[https://library.municode.com/ga/flowery branch/codes/code of ordinances?nodeId=APXCZOO_ART9NOZODI_S9.4HBHIBUD](https://library.municode.com/ga/flowery%20branch/codes/code%20of%20ordinances?nodeId=APXCZOO_ART9NOZODI_S9.4HBHIBUD)

Thank you,
Adam Pitts

Adam Pitts, M.Eng, CFM, P.E. (FL)

Kimley-Horn | 200 South Orange Ave, Suite 600, Orlando, FL 32801

Direct: 407 768 3238 | Mobile: 407 768 3238

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [Kimley-Horn.com](#)

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Pitts, Adam
Sent: Thursday, June 13, 2024 2:39 PM
To: Darrell Baker <dbaker@rwcre.net>



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

None

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

None

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

None

Disclosure of Campaign Contributions

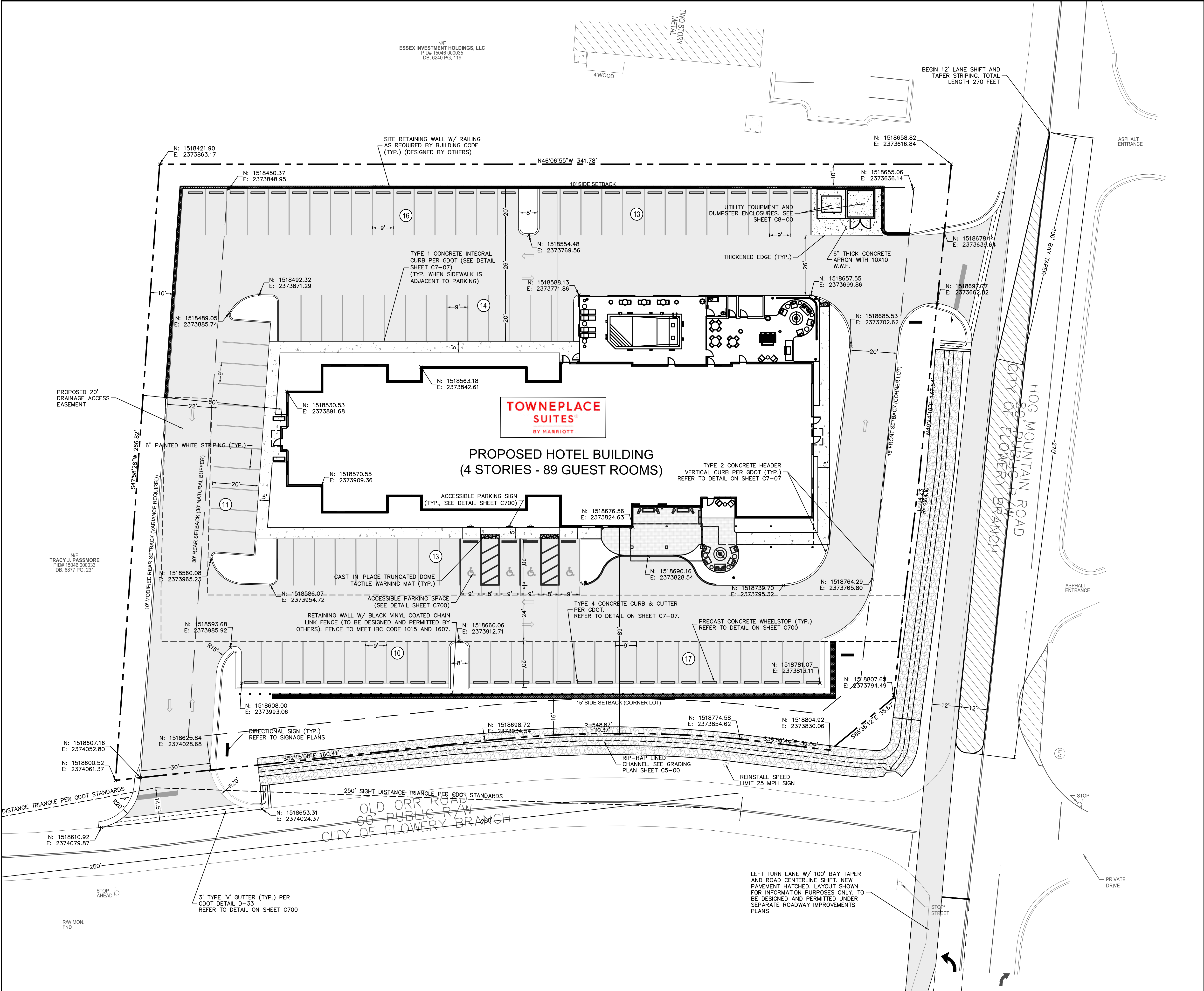
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of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

Elected Officials Name

Amount of Description of Gift

None





SITE PLAN LEGEND

- TYPICAL ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS (SHEET C7-00) FOR PAVEMENT SECTION
- CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS (SHEET C7-00) FOR PAVEMENT SECTION
- RETAINING WALL WITH RAILING AS REQUIRED BY BUILDING CODE (DESIGNED BY OTHERS)
- 8" CONCRETE CURB UNLESS OTHERWISE SPECIFIED
- PARKING COUNT
- PROPERTY LINE
- SETBACK LINE

SITE DATA

PROPERTY SUMMARY

PARCEL ID NUMBER: #15046 000145
 JURISDICTION: CITY OF FLOWERY BRANCH
 ADDRESS: 4865 HOG MOUNTAIN ROAD, FLOWERY BRANCH, GA 30542

ZONING DATA

ZONING DISTRICT: H-B (HIGHWAY BUSINESS DISTRICT)
 MAX HEIGHT: 60 FEET/5 STORIES
 FRONT SETBACK (CORNER LOT): 15 FEET
 SIDE SETBACK (CORNER LOT): 15 FEET
 SIDE SETBACK (INTERIOR): 10 FEET
 REAR SETBACK: 30 FEET, 10 FEET PROPOSED
 MINIMUM LANDSCAPE STRIP: 10 FEET
 MAX LOT COVERAGE (BUILDINGS): 0.97 AC, 50%
 PROPOSED LOT COVERAGE: 0.31 AC, 16%
 MAX LOT IMPERVIOUS (NO BUILDINGS): 0.78 AC, 40%
 PROPOSED LOT IMPERVIOUS: 1.02 AC, 52%

AREA BREAKDOWN

SITE AREA: ±1.95 AC TOTAL
 HOTEL FLOOR AREA: ±13,215 SF

PARKING

REQUIRED PARKING SPACES: ONE PER LODGING UNIT, PLUS ONE PER EACH 150 SQUARE FEET OF BANQUET, ASSEMBLY, MEETING, OR RESTAURANT SEATING AREA
 1 PER ROOM X 89 ROOMS = 89 SPACES
 1 PER 150 SF X ~1,500 SF = 10 SPACES
 TOTAL = 99 SPACES

PARKING PROVIDED: 90 STANDARD
 4 H/CAP
 94 TOTAL PROVIDED

SITE NOTES:

- THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY BASE BRAND STUDIOS, INC, DATED 2022/05/10 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
- EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY TERRAMARK, INC., DATED 2022/03/02.
- ALL DIMENSIONS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
- ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
- REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

DATUM/BENCHMARKS:

- ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88), AND NORTH AMERICAN DATUM 1983 (NAD83).

I, ANDREW REID IRWIN, HEREBY CERTIFY THAT THE PROPOSED DRIVEWAY/ENTRANCE ROAD FOR THE PROJECT (TOWNEPLACE SUITES FLOWERY BRANCH) IS DESIGNED WITH ADEQUATE CORNER SIGHT DISTANCE FOR THE APPROACHING ROADWAY, ON WHICH THE REGULATED SPEED LIMIT IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 250 FEET TO THE LEFT AND 250 FEET TO THE RIGHT.

PER THE SEC 1014 ROAD RIGHT-OF-WAY, Table 10.1, THE REQUIRED DISTANCE IS 250 FEET.

THE SITE DISTANCE HAS BEEN MEASURED FROM A POINT 14.5 FEET FROM THE EDGE OF THE INTERSECTING ROAD AT A HEIGHT OF THE DRIVER'S EYE OF 3.5 FEET ABOVE THE SURFACE OF THE ROADWAY TO AN OBJECT ON THE CENTERLINE OF THE INTERSECTING ROAD, 3.5 FEET ABOVE THE PAVEMENT.

SIGNED AND SEALED _____ DATE _____

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
 11722 KIMLEY-HORN DRIVE, SUITE 300
 ALPHARETTA, GEORGIA 30009
 PHONE (770) 619-4280
 WWW.KIMLEY-HORN.COM

FB TMK LLC

110 MEETING PLACE DR.
 FAYETTEVILLE, GA 30214
 PHONE 864-554-5868

TOWNEPLACE SUITES
 CITY OF FLOWERY BRANCH, GA

SITE PLAN

SHEET NUMBER
C4-00

REVISION	DATE	BY	DESCRIPTION
1	04/23/2024	ARP	ADDED LEFT TURN LANE, REMOVED DRIVEWAYS
2	11/29/2023	ARP	REVISED PER CITY COMMENTS DATED 07/20/2023
3	05/02/2023	ARP	REVISED PER HALL FIRE COMMENTS DATED 01/31/2023
4	05/02/2023	ARP	REVISED PER GANESVILLE COMMENTS DATED 03/02/2023
5	05/02/2023	ARP	REVISED PER CITY COMMENTS DATED 11/21/2022
6	05/02/2023	ARP	ISSUANCE AND REVISION DESCRIPTIONS



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 720, Variance Requests for 5632 Church Street Regarding Front Porch Length and Garage Placement Requirements.

COUNCIL MEETING DATE: August 1, 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 was approved with modified conditions at the July 18, 2024 meeting, and the second is on 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 requests for this project:

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

Staff recommends approval of both requests.

OPTIONS:

Approve, modify, table, 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 seconding 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 Updated 8.1.2024.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.

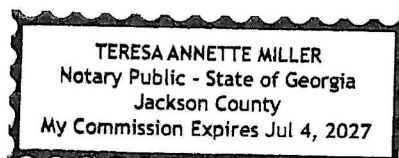
Address: P.O. Box 176
Dacula, Ga. 30019

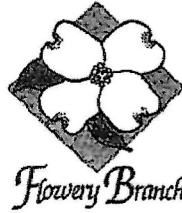
E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: Teresa Miller

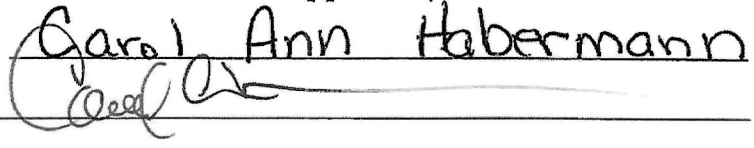
Notary Seal:





Property owner information (if different than the applicant)

Property owner (please print): Carol Ann Habermann

Signature of property owner: 

Notary Seal:




October 20, 2025

Please provide the following at time of submittal:

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



Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

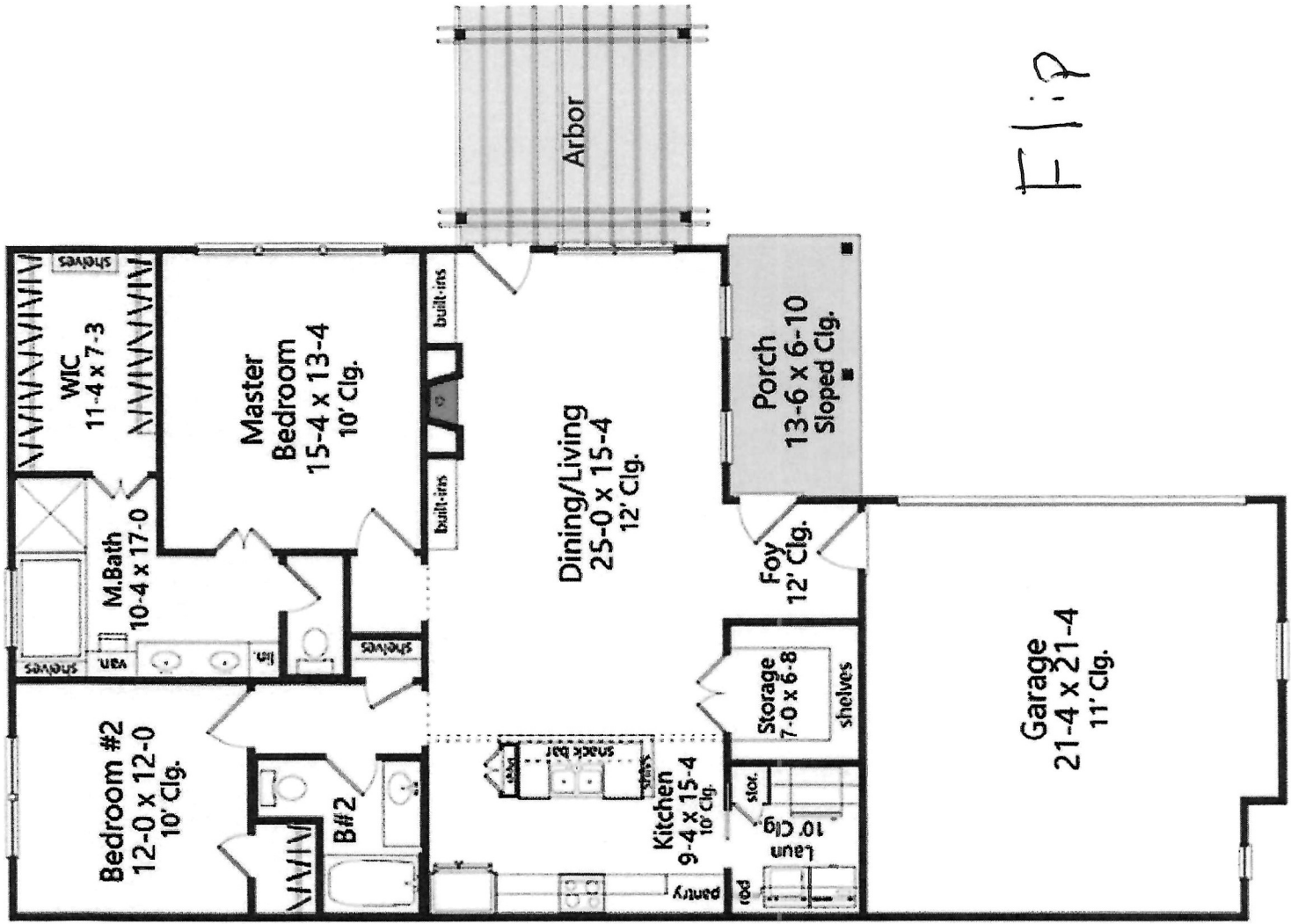
N/A

N/A



AD Plan 62137V
Architectural Designs.com

Flip



Flip

Plot Book 060201000001, dated
SUBJECT TO 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)
- FENCE LINE
- POWER POLE (PP)
- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- NOTE NUMBER
- POST OF BEGINNING

POB

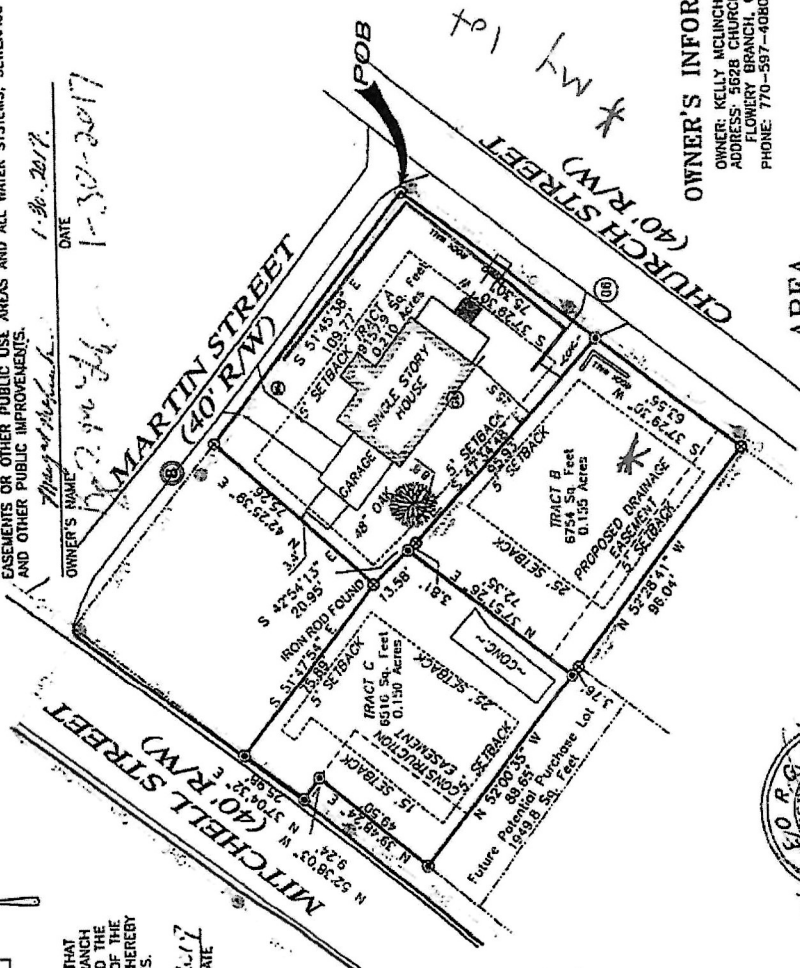
Participant ID Party Type
0601019321 RETURN TO

Party Name
Sponsor Clark Tompkins
Sponsor Clark Tompkins

OWNER'S CERTIFICATION

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

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



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 23,377 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 HAD NO ARCHEOLOGIST PERFORM ANY SUCH RESEARCH. THEREFORE, THE SURVEY TAKES EXCEPTION TO ANY SUCH ITEMS.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS THAT ARE NOT OF RECORD OR THAT WOULD HAVE BEEN DISCOVERED BY AN ACCURATE AND CURRENT TITLE SEARCH. THEREFORE THE SURVEYOR TAKES EXCEPTION TO ANY SUCH ITEMS.
- THE PURPOSE OF THIS SURVEY IS TO RE-ALIGN THE PROPERTY LINES FOR TRACTS A, B AND C IN ORDER TO MOVE THE PROPERTY LINE FURTHER AWAY FROM THE 48 INCH OAK TREE. IT IS ALSO THE PURPOSE OF THIS SURVEY TO ILLUSTRATE SOME OF THE PROPERTY THAT HAS BEEN TRANSFERRED AWAY FROM EDWIN T. ELLIOTT FOR RIGHT OF WAY ACQUISITION ALONG MITCHELL STREET.
- CONCRETE CHANGED AS OF 1-28-17 TO SHOW THE FUTURE DRIVEWAY ACCESS AND THE AGREEMENT BETWEEN KELLY 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.	
16-0100.dwg		
DRN BY: C. TOMPKINS	SCALE: 1"=40'	
CHKD BY: C. TOMPKINS		
DATE: 10/27/2016	SHEET 1 OF 1	

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

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

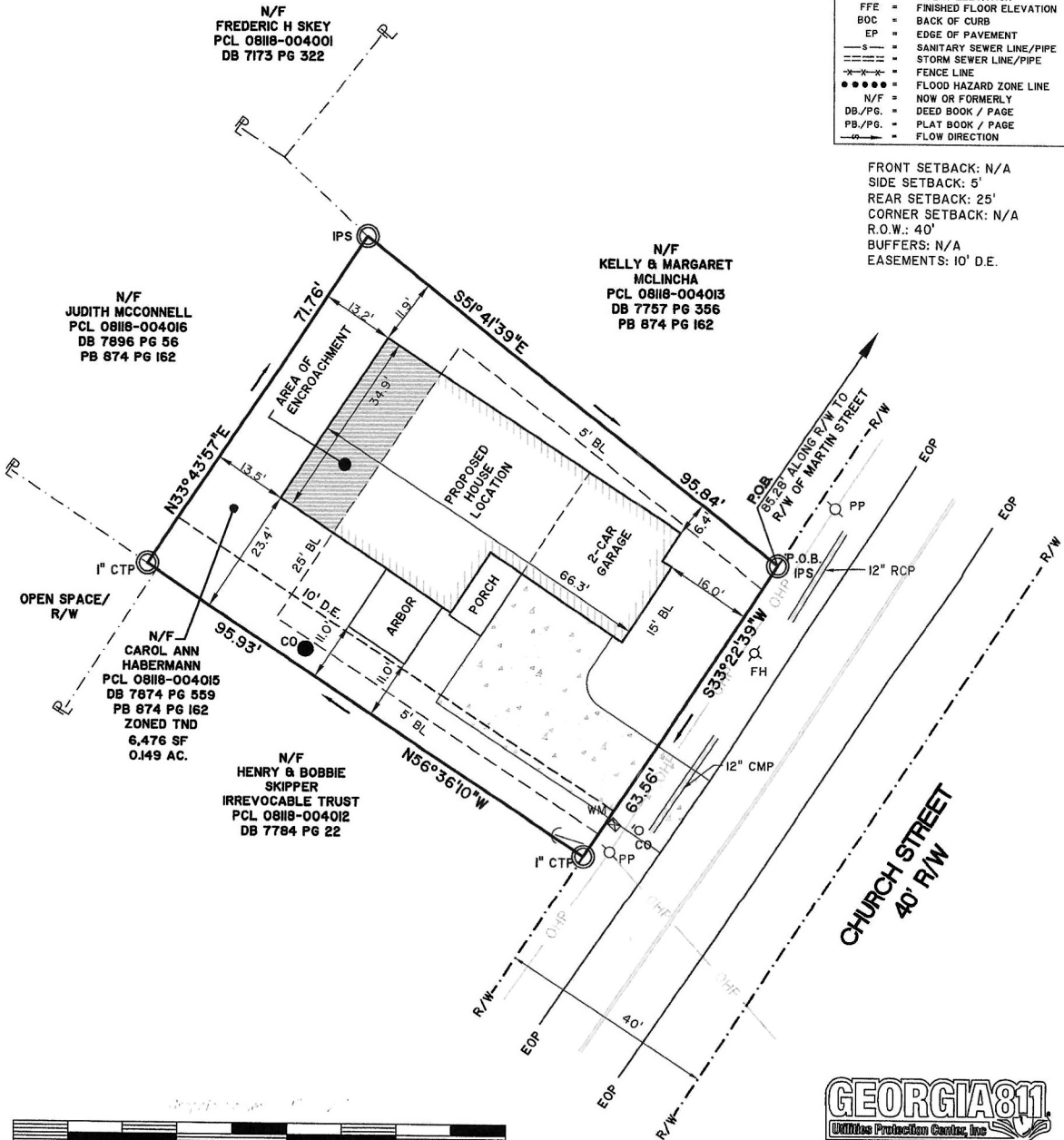
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 92,507 FEET AND AN ANGULAR ERROR OF 02" PER POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.

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

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

LEGEND

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



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





**THOMAS
&
HUTTON**

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

SHEET 1 OF 1



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

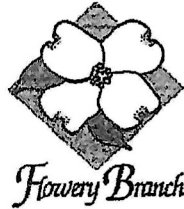
No.	REVISION	DATE
1.		
2.		
3.		
4.		
5.		

TASK:
**HOUSE LOCATION
PLAN**

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

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

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



VARIANCE APPLICATION

Address of Request:

5632 Church Street

Type of Variance Requested

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

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

Explain below:

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

Applicant: Mark Miller Properties, Inc.

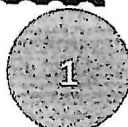
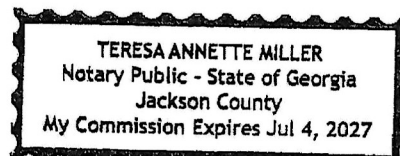
Address: P.O. Box 176
Dacula, ga. 30019

E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

Notary Seal:



Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

ORDINANCE 720

5632 Church Street Variance Request

AN ORDINANCE GRANTING VARIANCES FROM THE REQUIREMENTS OF ARTICLE 7, SECTION 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, Section 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;

Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

- (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 05/04/2024
Public Hearing 06/20/2024

First Reading 07/18/2024
Second Reading 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

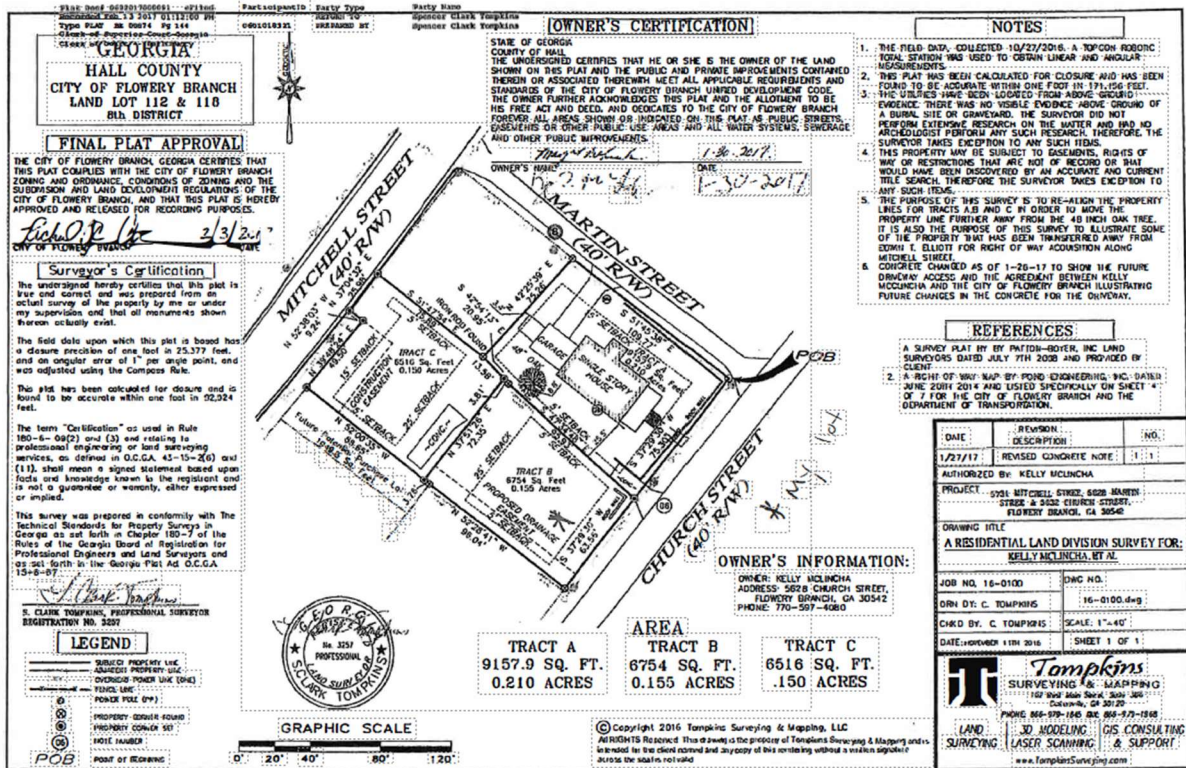
ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

Exhibit "A"



Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

Exhibit "B"

LEGAL DESCRIPTION

VARIANCE APPLICATION

All that tract or parcel of land lying and being in Land Lot 112 AND 118 of the 8th District, Flowery Branch, Hall County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at the intersection of the southwesterly right-of way of Martin Street (40' R/W) and the northwesterly right-of-way of Church Street (40' R/W); THENCE

along said right-of-way of Martin Street South 33 degrees 22 minutes 39 seconds West a distance of 85.28 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING;

THENCE South 33 degrees 22 minutes 39 seconds West a distance of 63.56 feet to a point;

THENCE North 56 degrees 36 minutes 10 seconds West a distance of 95.93 feet to a point;

THENCE North 33 degrees 43 minutes 57 seconds East a distance of 71.76 feet to a point;

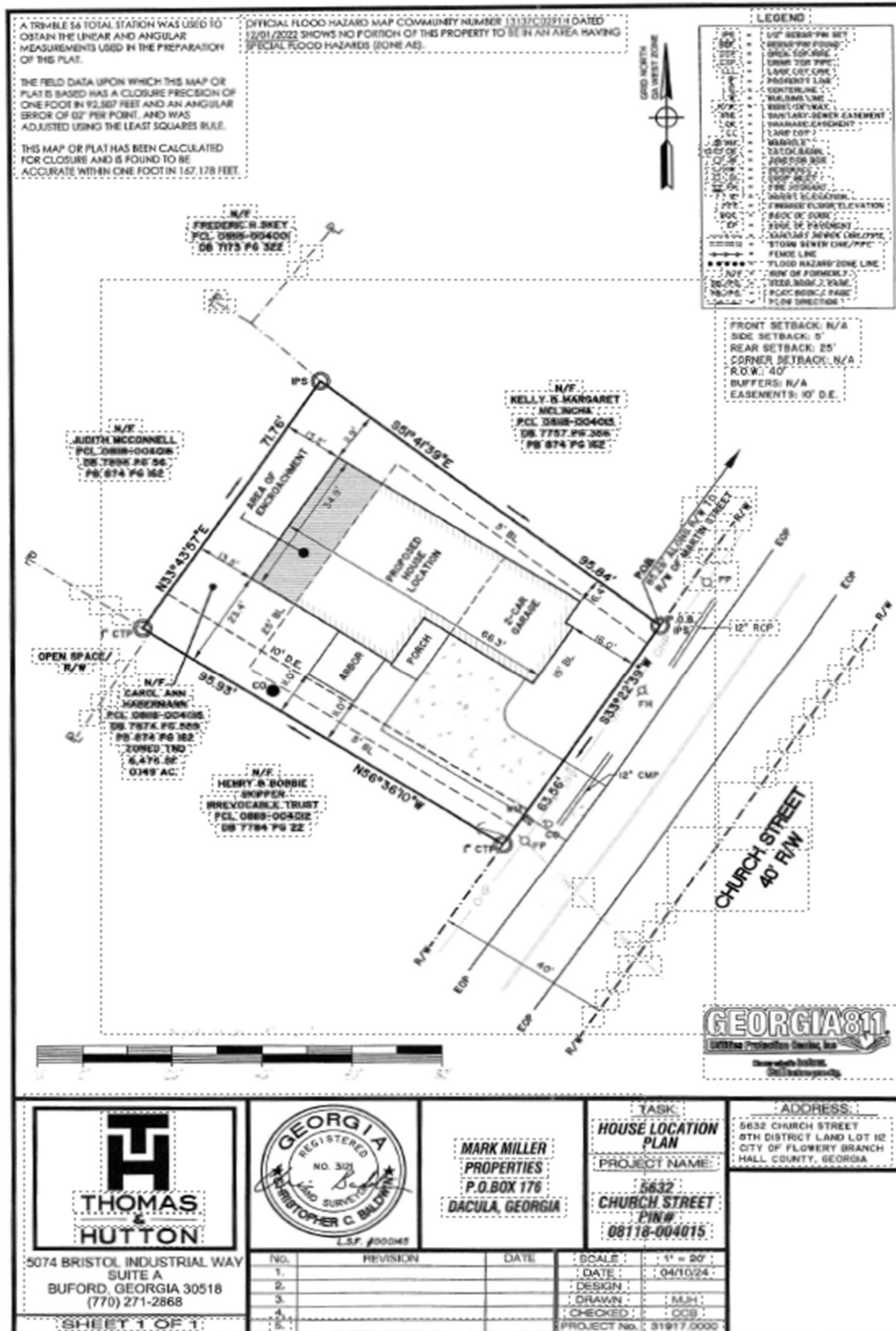
THENCE South 51 degrees 41 minutes 39 seconds East a distance of 95.84 feet , said point being THE TRUE POINT OF BEGINNING

The above-described tract contains an area of 0.149 acres (6,476 S.F.)

Exhibit "C"

Conditions of Zoning

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



Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

2. Front porch shall be no smaller than thirteen feet and six inches (13'6") in width and six feet and six inches in depth (6'6")
3. Sewer shall be provided to the project by the City of Flowery Branch.
4. Water shall be supplied by the City of Flowery Branch.
5. Elevation design requirements:
 - a. The side of the garage facing the street shall consist of brick/stone from the ground at least up to where the gable portion of the roof begins and approved by staff.
 - b. The garage will have a garage door(s). Garage door frame shall be encased in brick/stone. Garage door(s) should be carriage style, or an alternative style, approved by staff, that will keep with the intent of the TND using recently built TND front facing detached garages as a gauge.
 - c. The house shall have a brick/stone feature on all sides and approved by staff.
 - d. Porch will have columns holding up the shed or gabled roof above it. These columns should be decorative, have a brick/stone base measuring a minimum height of 36 inches from the floor of the porch and approved by staff.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution Number 24-005 to Amend the Master Fee Schedule for FY2025

COUNCIL MEETING DATE: August 1, 2024

HISTORY:

Governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch

FACTS AND ISSUES:

The master fee schedule was approved during the FY2025 budget approval process. With the recent approval of Ordinance 717 allowing micro brewers and micro distillers in the CBD and ordinance 718 amending Chapter 8 of the City of Flowery Branch city code. This code is related to alcohol beverages to provide for licensing of micro brewer and micro distilleries, we need to update the master fee schedule. It was also noted that the Police Alcohol licensing fees were not included in the original master fee schedule.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution 24-005 to amend the Master Fee Schedule for FY2025.

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [executive summary template resolution 24-005.pdf](#)

- [Resolution 24-005 To amend the FY2025 Master Fee Schedule.pdf](#)
- [Master Fee Schedule FY2025.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resoluiton 24-005 to amend the Master Fee Schedule for FY2025

DATE: August 1st, 2024

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COUNCIL ACTION REQUESTED ON: August 1st, 2024

PURPOSE: Resolution No. 24-005 to amend the Master Fee Schedule for FY2025

HISTORY: Governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch.

FACTS AND ISSUES: The master fee schedule was approved during the FY2025 budget approval process. With the recent approval of Ordinance 717 allowing micro brewers and micro distillers in the CBD and ordinance 718 amending Chapter 8 of the City of Flowery Branch city code. This code is related to alcohol beverages to provide for licensing of micro brewer and micro distilleries, we need to update the master fee schedule. It was also noted that the Police Alcohol licensing fees were not included in the original master fee schedule.

OPTIONS:

RECOMMENDED SAMPLE MOTION: I make a motion to Resolution 24-005 to amend the Master Fee Schedule for FY2025.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash

RESOLUTION NO. 24-005

TO AMEND THE MASTER FEE SCHEDULE FOR FY2025.

WHEREAS, prudent governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch; and

WHEREAS, Resolution No. 24-003 established the FY2025 master fee schedule, effective July 1, 2024, through June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch recently adopted Ordinance 717 allowing micro brewers and micro distillers in the CBD and Ordinance 718 amending chapter 8 of the City of Flowery Branch city code relating to alcohol beverages to provide for licensing of micro brewers and micro distilleries; and

WHEREAS, the master fee schedule needs to be updated to establish licensing fees for micro brews and micro distilleries; and

WHEREAS, the master fee schedule needs to be updated to include and amend alcohol fees already established by the Mayor and Council of the City of Flowery Branch; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to amend the City of Flowery Branch Master Fee schedule approved on June 20, 2024 with Resolution No. 24-003; and

NOW THEREFORE BE IT RESOLVED the governing body for the City of Flowery branch hereby adopts the amendments to the FY2025 Master Fee schedule listed on “Attachment A” and attached hereto and made a part of the Resolution.

SO RESOLVED this 1st day of August 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Attachment A

City of Flowery Branch Master Fee Schedule			
Department	Item	Fee	Comments
Admin (City Clerk)	Open Records Request (Not Police Rec	Varies	>15 mins = Free; <15 mins = prorated hourly salary of lowest paid full-time employee who has necessary skill and training to perform the request; \$0.10 per page
Department	Item	Fee	Comments
Municipal Court	Background Check	\$20.00	
Municipal Court	Open Records Request	Varies	>15 mins = Free; <15 minutes = \$0.10 per page, \$15.00 per DVD
Municipal Court	Certify a Document	\$5.00	
Municipal Court	Report Request	\$5.00	
Municipal Court	Discovery Reports	\$5.00	
Municipal Court	Discovery Videos	\$15.00	
Municipal Court	Record Restrictions	\$50.00	
Municipal Court	Alcohol License	\$25.00	
Municipal Court	Fingerprinting	\$50.00	
Municipal Court	Notary Fee (Out of Jurisdiction)	\$2.00	
Department	Item	Fee	Comments
Police	Package Sales Beer	\$750.00	Changed from \$700
Police	Package Sales Wine	\$750.00	Changed from \$700
Police	Package Sales Distilled Spirits	\$5,000.00	
Police	Consumption on Premises Beer	\$750.00	Changed from \$700
Police	Consumption on Premises Wine	\$750.00	Changed from \$700
Police	Consumption on Premises Distilled Spi	\$4,000.00	
Police	Wholesale Beer	\$250.00	Changed from \$150
Police	Wholesale Wine	\$250.00	Changed from \$150
Police	Wholesale Distilled Spirits	\$1,000.00	Changed from \$150
Police	Caterer Beer	\$300.00	
Police	Caterer Wine	\$300.00	
Police	Caterer Distilled Spirits	\$500.00	Changed from \$300
Police	Tasting Permit	\$500.00	Changed from \$50
Police	Brew Pub License	\$1,500.00	in addition to any other applicable license fee
Police	Wine Corkage	\$150.00	
Police	Transfer fee	\$200.00	
Police	Amenity Permit	\$200.00	
Department	Item	Fee	Comments
Tourism	Depot Rental (1/2 day)	\$400.00	\$500 refundable deposit
Tourism	Depot Rental (full day)	\$650.00	\$500 refundable deposit
Tourism	Community Room Rental (1/2 day)	\$0.00	No longer doing 1/2 day
Tourism	Community Room Rental (full day)	\$1,200.00	\$500 refundable deposit
Tourism	Market Pavilion Rentals	\$1,500.00	\$500 refundable deposit
Tourism	Amphitheater	\$800.00	\$500 refundable deposit
Tourism	Linen Rental	\$15.00	each

Tourism	Off Duty Officer for events	\$45.00	per hour
Tourism	Vendor Fee - Farmers Market - Summer	\$125.00	
Tourism	Vendor Fee - Farmers Market - Fall/Winter	\$100.00	
Tourism	Special Events Permit	\$100.00	

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

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

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

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.

COUNCIL MEETING DATE: August 1, 2024

HISTORY:

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

The city had a contract with a realtor initially, then tried to market and lease the commercial suites using its staff. The last suite available has been under contract, but recently became available again. Currently, the best direction for getting this space leased is to hire a realtor to market it.

FACTS AND ISSUES:

Three of the four suites on Main Street are occupied. The Social Peach opened its doors over a year ago and 4 Elephants opened approximately three months ago. Baby Bell Candy Apples is actively working (constructing) on their suite today. This last suite is the city's premium spot as it is on the corner of the entrance to the market containing 1,615 sq ft.

Equity Realty Associates, LLC has the expertise to market the space, vet any potential tenants and find the best tenant for this location.

This agreement would also allow for Equity Realty Associates, LLC to market any of the four suites in the future if needed.

OPTIONS:

- 1) Approve the contract with Equity Realty Associates LLC.
- 2) Do not approve the contract with Equity Realty Associates LLC, and staff will continue to try to lease the space.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Fees are a % of the lease revenue.

RECOMMENDATION:

Approve an agreement with Equity Realty, LLC. to be the exclusive realtor to market the city's last suite at FB Main Street, A Master Condominium Shopping Center for lease. This would also allow for future rentals of the suites if needed.

SAMPLE MOTION:

I move to approve the lease agreement with Equity Realty Associates LLC.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Equity Realty Lease Agreement.pdf](#)
- [Equity Realty PKKN Leasing Agreement.pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.

DATE: June 26, 2024

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

BUDGET INFORMATION:

ANNUAL- % of gross lease
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: July 18, 2024

PURPOSE: To allow for Equity Realty, LLC. to be the exclusive realtor to market the city's last suite at FB Main Street, A Master Condominium Shopping Center for lease. This would also allow for future rentals of the suites if needed.

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

The city had a contract with a realtor initially, then tried to market and lease the commercial suites using its staff. The last suite available has been under contract, but recently became available again. Currently, the best direction for getting this space leased is to hire a realtor to market it.

FACTS AND ISSUES: Three of the four suites on Main Street are occupied. The Social Peach opened its doors over a year ago and 4 Elephants opened approximately three months ago. Baby Bell Candy Apples is actively working (constructing) on their suite today. This last suite is the city's premium spot as it is on the corner of the entrance to the market containing 1,615 sq ft.

Equity Realty Associates, LLC has the expertise to market the space, vet any potential tenants and find the best tenant for this location.

This agreement would also allow for Equity Realty Associates, LLC to market any of the four suites in the future if needed.

OPTIONS:

- 1) Approve the contract with Equity Realty Associates LLC.
 - 2) Do not approve the contract with Equity Realty Associates LLC, and staff will continue to try to lease the space.
-
-

RECOMMENDED SAMPLE MOTION:

I move to approve the lease agreement with Equity Realty Associates LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

LEASING AGREEMENT

THIS LEASING AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2024 by and between , **Equity Realty Associates, LLC**, a Georgia limited liability company ("Leasing Agent"), and **City of Flowery Branch, a political body corporate and politic of the State of Georgia** ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of four commercial spaces located on Main Street in the City of Flowery Branch, Georgia.

WHEREAS, the four properties are commonly known as 5509 Main Street, 5515 Main Street, 5521 Main Street, and 5527 Main Street in Flowery Branch, Georgia (collectively the "Property").

WHEREAS, Owner desires to retain the services of Leasing Agent for the leasing of the Property.

WHEREAS, 5509 Main Street is currently vacant and Owner needs the services of Leasing Agent for the address immediately.

WHEREAS 5515 Main Street, 5521 Main Street, and 5527 Main Street are currently leased and occupied, but if they become vacant, Owner would like to utilize the services of Leasing Agent for those addresses.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner hereby employs Leasing Agent exclusively to lease the Property, and Leasing Agent hereby agrees to lease the Property for and on behalf of Owner, for the term and on the conditions hereinafter set forth:

1. Term. The term of this Agreement shall be for one year commencing on the date first set forth above and expiring on the one-year anniversary date thereof. The parties may mutually agree to extend this Agreement by executing a written extension or amendment.

2. Property Leasing. Owner hereby retains Leasing Agent during the term of this Agreement as Owner's exclusive leasing agent in connection with the Property. Leasing Agent shall use commercially reasonable efforts to lease space at the Property to desirable tenants at the highest possible net effective rents. Leasing Agent shall perform its leasing responsibilities hereunder in accordance with commercially reasonable standards and practices. Without limiting the generality of the foregoing, Leasing Agent's responsibilities as leasing agent shall include the following:

(a) Conduct such advertising, marketing and promotion of the Property as is necessary for the successful leasing of the Property;

(b) Diligently investigate and pursue all prospective tenants (including without limitation investigating the creditworthiness and desirability of all proposed tenants) and conduct



such canvassing and other solicitations as are necessary in connection with the leasing of the Property;

- (c) Direct and conduct lease negotiations; and
- (d) Use all reasonable efforts to obtain and keep desirable tenants for the Property.

Owner shall reimburse Leasing Agent for all out-of-pocket expenses related to leasing the Property including without limitation, signage, costs of postage, telephone, mailings, presentations, reports, leasing plans, descriptive brochures and other forms of advertising related to leasing of the Property; all expenses must be approved by the Owner before the expense is incurred.

3. Leasing Fees. In consideration of the leasing services to be rendered by Leasing Agent throughout the term of this Agreement, Leasing Agent shall receive leasing fees as follows:

(i) Fees:

a. *Direct New Lease Rate:* Four percent (4%) of the base rent payable by the tenant during the initial term of the lease.

b. *Co-Brokered New Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the initial term of the lease, exclusive of outside broker commissions.

c. *Direct Renewal/Option Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the renewal term of the lease.

d. *Co-brokered Renewal/Option Lease Rate:* Two percent (2%) of the base rent payable by the tenant during the renewal term of the lease, exclusive of outside broker commissions.

e. *Tenant Broker Commissions:* Owner shall be responsible for paying any tenant broker directly in addition to commissions paid to Leasing Agent hereunder.

(ii) Payment Schedule of Leasing Fees:

a. For new leases, fifty percent (50%) upon execution of lease and fifty percent (50%) upon the earlier of (i) the rent commencement or (ii) tenant opening for business.

b. For renewals, exercise of options or expansions of existing leases, full payment upon execution of documents by Owner.

(iii) Upon Expiration or Termination of Agreement

Owner hereby agrees that in the event that this Agreement is terminated by Owner as provided in Section 5 below or otherwise expires, then for a period of twelve

(12) full calendar months thereafter, if Owner leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above. This provision shall survive the termination or expiration of this contract.

4. Termination.

(a) Events of Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, on the following terms and conditions:

(i) Owner shall have the right to terminate this Agreement in the event that Leasing Agent fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement, to be kept, observed, or performed by Leasing Agent, and such default continues for a period of ninety (90) days after written notice thereof by Owner to Leasing Agent;

(ii) In the event that the Property is sold to a party which is not affiliated with Owner, Owner shall have the right to terminate this Agreement with thirty (30) days prior written notice to Leasing Agent. In the event that Property is sold per the terms of this provision, Owner shall cash out any commissions due Leasing Agent at the time of the closing of the sale.

(b) Obligations Upon Termination. Upon the expiration or termination of this Agreement, Leasing Agent agrees to deliver to Owner all keys and any original contracts relating to the Property, and such other accountings, papers and records as Owner shall request pertaining to the Property.

5. Relationship of Parties. The parties do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which Leasing Agent shall lease the Property for and on behalf of Owner.

6. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity and enforcement of this Agreement.

7. Notice. All notices, demands, requests or other communications required or permitted hereunder shall be deemed delivered and received, when personally delivered or when deposited in the United States Mail (certified or registered, return receipt requested, postage prepaid) or delivered by courier or overnight delivery and addressed to the respective parties at the addresses specified below, or at such other address as they shall each specify in a notice addressed and mailed as hereinabove set forth:

To Owner:

City of Flowery Branch
Attention: Tonya Parrish
5410 Pine Street

Flowery Branch, Georgia 30542
E-mail: tonya@flowerybranchga.org

To Broker:

Equity Realty Associates, LLC
Attention: Verne Fowler
6140 Old Still Run Road
Gainesville, Georgia 30506-6835
E-mail: vefowler@me.com

Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder, sent as of the date of attempted delivery.

8. Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations and covenants, oral or written. Amendments to this Agreement must be in writing and signed by all parties hereto.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Authority. By execution hereof, each party hereto represents that it has the right, power and authority to enter into this Agreement in accordance with the terms and conditions hereof, and the person executing this Agreement on behalf of each party hereto represents that he has the right, power and authority to enter into this Agreement on behalf of such party and that this Agreement is binding upon and effective against such party.

11. Save Harmless. Owner and Leasing Agent shall have no control over the operation or maintenance of the property and facilities located thereon and Leasing Agent shall not be held liable or responsible for any claims except for those resulting from a breach of this contract or the gross negligence or willful. It is expressly understood and agreed that the foregoing provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. If either party hereto is a partnership, trust, corporation or limited liability company, no general or limited partner of such partnership nor trustee or beneficiary of any trust nor shareholder of any corporation, nor member or Leasing Agent of any limited liability company, shall be personally liable to any other party.

12. Hazardous Material. Owner shall defend, indemnify and hold harmless Leasing Agent from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or assert against, Leasing Agent for, with respect to, or as a direct emission or release from, the Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous

Material (defined below) which exists on, under or at the Property at any time during the term of this Agreement, and from time to time, (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the foregoing provisions of the undertakings and indemnification set out shall survive the termination of this Agreement. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but in the event any such provision should be held invalid or unenforceable, the remaining provisions hereof shall be not be affected thereby.

[Signatures contained on following page]



IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

LEASING AGENT:

Equity Realty Associates LLC,
a Georgia limited liability company

By:  128419

Name: VERNE E FOWLER

Title: BROKER / MANAGING MEMBER

Georgia Firm #: 63498

OWNER:

CITY OF FLOWERY BRANCH,
a political body corporate and politic of the State of Georgia

By: _____

Name: _____

Title: _____





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider July 18, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: August 1, 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 July 18, 2024 City Council Meeting Minutes.pdf](#)



**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:

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

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

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

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: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

AWARDS & RECOGNITIONS:

Mayor Asbridge presented a Life Saving Award to Police Officer Taylor McEachern for his heroic actions during a call for service.

Elias Gobble was recognized for successfully passing the Certified Public Accountant exam on his first attempt which is a major achievement.

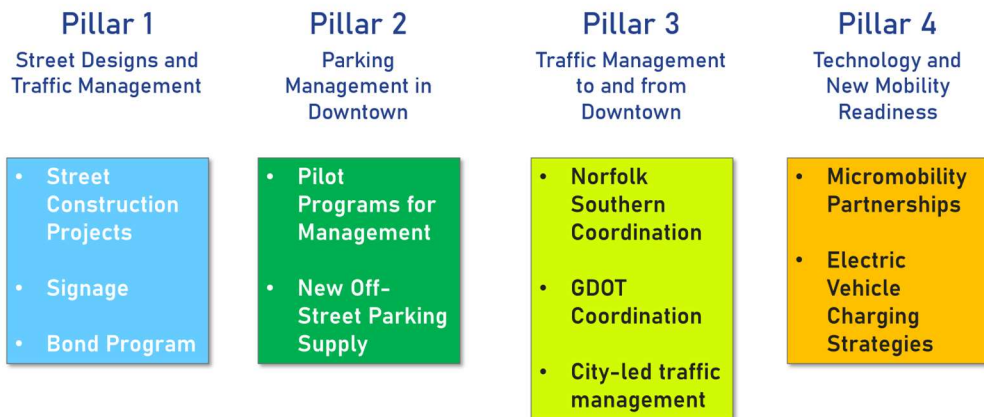
NEW BUSINESS -WORK SESSION:

Presentation of Parking and Mobility Study Report from Stantec

Joel Mann of Stantec presented the findings of the parking and mobility study report. He advised the nuances of parking downtown and the need for street upgrades. He reported other opportunities for potential parking with block-by-block summaries with a mix of formal and informal spaces. The parking study captured how much parking is in use at a given time to compare supply to demand. He advised where a parking garage could be located with the basic parking garage design factors and gave an overview of street upgrades and improvements with costs and implications.

PLAN RECOMMENDATIONS

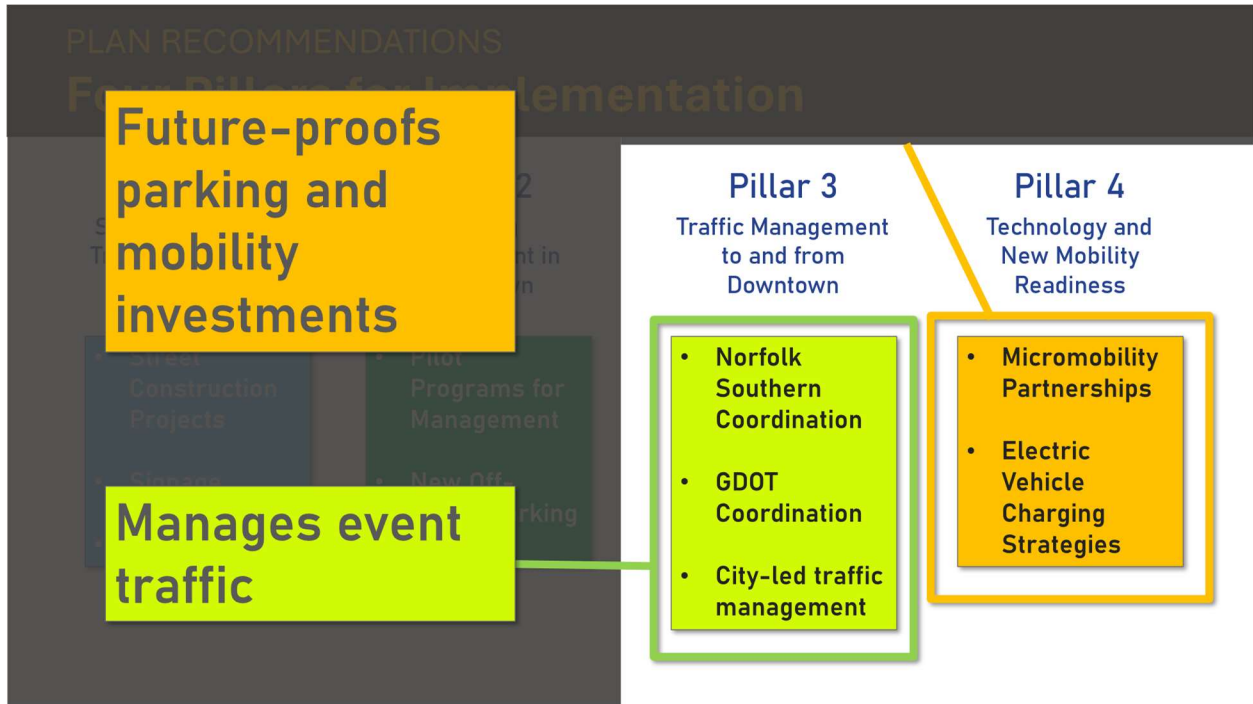
Four Pillars for Implementation



PLAN RECOMMENDATIONS

Four Pillars for Implementation





PLAN RECOMMENDATIONS
Implementation Tracks

Each recommendation is set on a multi-year track to follow: detailed guidance and cost estimates for the City

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.

PLAN RECOMMENDATIONS Implementation Plan Table

Year-by-year action
plan: 2025-28

Estimates of
expected cost and
considerations for
each action

Implementation Pillar	Track	2025		2026	
		Action	Costs and Details	Action	Costs and Details
Pillar 2 Parking Management in Downtown	2.1	Pilot program for special day event management	Expected cost: staff time, signage, \$5,000 for signage Includes: install signage and distribute informational material	Evaluate pilot program results, identify enforcement and administration needs for long-term application	Expected cost: estimated \$25,000 FTEs of staff for enforcement
		Consideration	Expected cost: estimated \$20,000-40,000 per year for signage Includes: Consider use of United Methodist Church lot	Evaluate forming agreements with other visual parking partners	Expected cost: estimated \$50,000-100,000 per year for signage Includes: potential use of U.S. Marine Corps, Longwood, additional railroad ROW
	2.3	No activity starts in 2026		Pilot program for paid managed event parking	Expected cost: staff time, signage, \$20,000 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 emergency event staging Includes: coordinating MU 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 \$1,000 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 \$5,000 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 \$20,000-30,000 per 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

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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 Ordinance to add management regulations	Expected cost: staff time, signage, \$10,000 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
		Continue seeking opportunities for more publicly accessible parking needed as part of a City system	Expected cost: TBD	Continue seeking opportunities for more publicly accessible parking needed 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, signage, \$10,000 for more permanent permanent 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
	2.4	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 \$1,000 for select traffic counts to provide to GDOT for continued justification of any special traffic measures	Continue coordination, and take traffic counts to provide to GDOT for continued justification of any special traffic measures	Expected cost: up to \$1,000 for select traffic counts to provide to GDOT for continued justification of any special traffic measures
	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

59 CITY OF FLEMING BRANCH : DOWNTOWN PARKING AND MOBILITY ANALYSIS

PLAN RECOMMENDATIONS Implementation Plan Table

Milestone
accomplishments
for each year

Total cost to City

Parking Spaces

Implementation Pillar	Track	2025		2026	
		Action	Costs and Details	Action	Costs and Details
Pillar 4 Technology and New Mobility Readiness	4.1	Explore partnership	Expected cost: TBD Includes: issue RFP to technology 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 costs to number of devices allowed
	4.2	Evaluate infrastructure capacity	Expected cost: \$20,000-40,000 for engineering assessment Includes: Coordination with utility providers	No activity, project complete	
	4.3	Developer reachable 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: \$10,000-120,000 Includes: Two installations

SUMMARY OF MAJOR ACTIONS AND ACCOMPLISHMENTS BY IMPLEMENTATION YEAR

		2025	2026
		- Signage details and event operations plans completed and ready for use - First street projects in design - CV 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: \$240,000 High estimate: \$321,000	Low estimate: \$420,000 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

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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: \$10,000-120,000 Includes: Two installations	No activity, project complete	

SUMMARY OF MAJOR ACTIONS AND ACCOMPLISHMENTS BY IMPLEMENTATION YEAR

		2027	2028
		- 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: \$1,200,000 High estimate: \$1,585,000	Low estimate: \$1,380,000 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 10-20 Target 10-20 through further virtual agreements 40-50 through new street projects

61 CITY OF FLEMING BRANCH : DOWNTOWN PARKING AND MOBILITY ANALYSIS

PLAN RECOMMENDATIONS

Implementation Plan Outcomes by Year

	Cost to the City	Milestone Accomplishments	New Parking Added (2025-28)
2025	\$250,000 - \$320,000	- Signage detail and event operations plan completed and ready for use - First street projects in design - EV assessment completed	10-20 spaces
2026	\$425,000 - \$510,000	- First street project entering right-of-way acquisition - Second street project in design - First EVSE installation	10-20 spaces
2027	\$1,208,000 - \$1,580,000	First street project completed - Second and third street projects underway - Second EVSE installation	50-70 spaces
2028	\$1,180,000 - \$1,512,000	Second street project completed - Third street projects underway	50-70 spaces

Street Upgrades and Improvements

Costs and Implications: 260 additional spaces

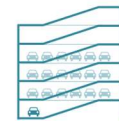


Multi-Pillar Approach
\$3M - \$4M, 2025-28 spending
120-180 parking spaces gained

Parking is connected
Streets are modernized
Off-Street parking better utilized
More land for development and revitalization



\$8,000-12,000 per space



\$30,000 per space

Added Supply Approach
\$4M - \$6M, one-time spending
120-180 parking spaces gained

Council held a discussion with Mr. Mann regarding the parking and mobility study report.

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

City Manager Parrish presented a consideration of Amendment #2 to the Construction Manager at Risk (CMAR) agreement. The Gross Maximum Price (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 were sold on July 19, 2024, a notice to proceed can be issued and then the work can begin.

Council held a discussion with Mr. Pavel Mayfield of Archer Western.

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

Mr. Elias Gobble, Grants and Accounting Manager, presented a consideration to apply for a Federal Emergency Manager Agency (FEMA) Hazard Mitigation Grant for a new well pump house generator. The current generator to power the well pump house in the event of a power outage is very old and dilapidated. A replacement generator is eligible for the FEMA Hazard Mitigation Grant Program. The program awards seventy-five percent of project costs and requires a twenty-five percent local match. The new City Hall generator was replaced under the same program.

Council held a discussion with Mr. Gobble.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden noted the bread and tomatoes were donated by the farmers market vendors for the Tomato Sandwich Market.

Council Report:

Council Member Joe Anglin wanted to thank Officer McEachern for earning the Life Saving Award and he congratulated Mr. Gobble on earning his CPA achievement.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:56 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:56 p.m.

PUBLIC COMMENTS:

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

Mr. Moats wanted to check in on the Summit Lake street issue. He also wanted to invite citizens to come to Summit Lake Subdivision on Saturday, August 10 for a Public Safety Day from 10 a.m. until 1 p.m.

Janet Upchurch, Main Street, Flowery Branch, Georgia.

Mrs. Upchurch advised that the downtown merchants were thrilled to see the parking study. The downtown merchants would like to sit down with Council to discuss the parking issues that are impacting their businesses.

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

Mr. Weber wanted to thank Council for the parking study presentation. He would like to recommend Council to think carefully about parking on the streets. He also would like to see more notifications to citizens regarding water outages.

Aubrey Duke, 7016 Tree House Way, Flowery Branch, Georgia.

Mr. Duke requested a pedestrian crossing be relocated from Lake Crossing Boulevard to Lake Sterling Boulevard at the entrance to the pool parking lot. He states there is a blind spot, and it is a safety hazard.

CONSENT AGENDA:

- Consider June 2024 Per Diem for Mayor Asbridge
- Consider June 20, 2024 City Council Meeting Minutes
- Consider June 27, 2024 Transportation SPLOST Special Called Council Meeting Minutes

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

MOTION: Chris Mundy

SECOND: Joseph Mezzanotte

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

NAYS: None

Motion carried

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).

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

Council Member Mezzanotte asked to clarify Ordinance 717.

There was a motion made to approve the Second Reading of Ordinance 717.

MOTION: Oliver McClellan

SECOND: Joe Anglin

Council held a discussion regarding Ordinance 717 before voting on the item.

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

NAYS: None

Motion carried

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

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

There was a motion to approve the Second Reading of Ordinance 718.

MOTION: William McDaniel

SECOND: Joe Anglin

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

NAYS: None

Motion carried

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

City Clerk Cooper read the caption for Ordinance 720, variance requests for 5632 Church Street regarding front porch length and garage placement requirements.

There was a motion to approve Ordinance 720.

MOTION: Joe Anglin

SECOND: Oliver McClellan

Council held a discussion and would like to add the following conditions before the second reading:

1. Add some brick or a brick feature to the house.
2. Add some brick or a brick feature to the porch post.
3. The garage door must be a carriage style door.

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

NAYS: None

Motion carried

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.

There was a motion to approve 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.

MOTION: Joe Anglin

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

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

There was a motion to approve the application to FEMA Hazard Mitigation Grant Program for funds to be used on a replacement generator at the Mulberry Street well house pump house.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 7:20 p.m.

MOTION: Joe Anglin

SECOND: William McDaniel

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

NAYS: None

Motion carried

There was a motion made to exit executive session at 8:43 p.m.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

ADJOURNMENT:

There was a motion to adjourn the meeting at 8:44 p.m.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 720, Variance Requests for 5632 Church Street Regarding Front Porch Length and Garage Placement Requirements.

COUNCIL MEETING DATE: August 1, 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 was approved with modified conditions at the July 18, 2024 meeting, and the second is on 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 requests for this project:

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

Staff recommends approval of both requests.

OPTIONS:

Approve, modify, table, 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 seconding 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 Updated 8.1.2024.pdf](#)



VARIANCE APPLICATION

Address of Request:

5632 Church Street

Type of Variance Requested

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

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

Explain below:

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

Applicant: Mark Miller Properties, Inc.

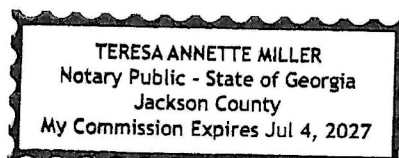
Address: P.O. Box 176
Dacula, Ga. 30019

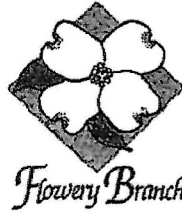
E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

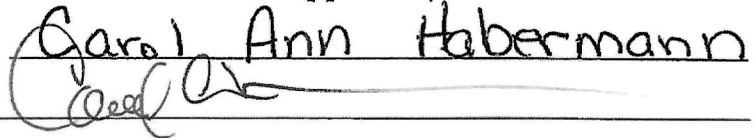
Notary Seal:





Property owner information (if different than the applicant)

Property owner (please print): Carol Ann Habermann

Signature of property owner: 

Notary Seal:




October 20, 2025

Please provide the following at time of submittal:

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



Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

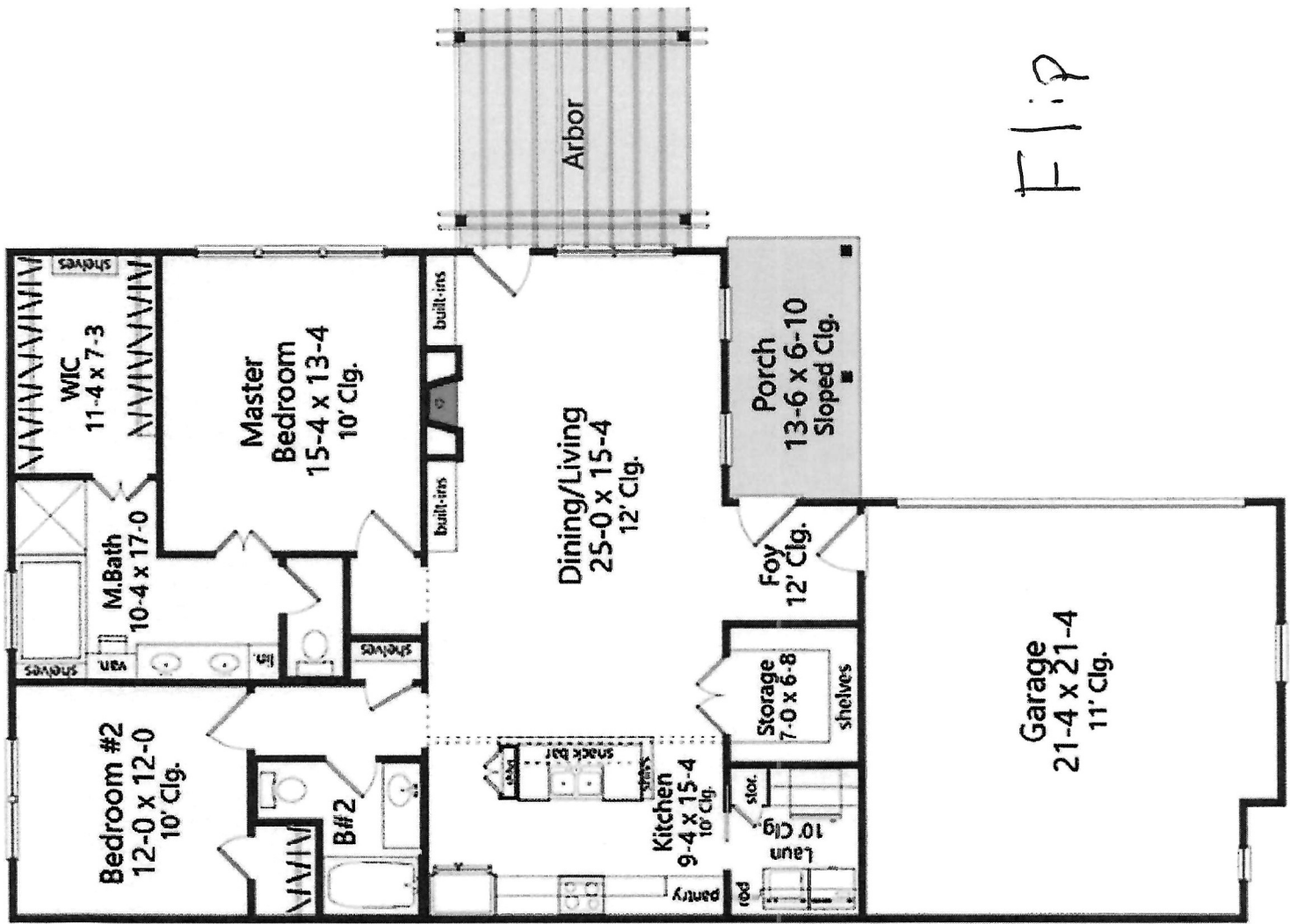
N/A

N/A



AD Plan 62137V
Architectural Designs.com

Flip



Flip

Plot Book 060001000001, dated
SUBJECT TO 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 relating to professional engineering 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)
- FENCE LINE
- POWER POLE (PP)
- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- NOTE NUMBER
- POST OF BEGINNING

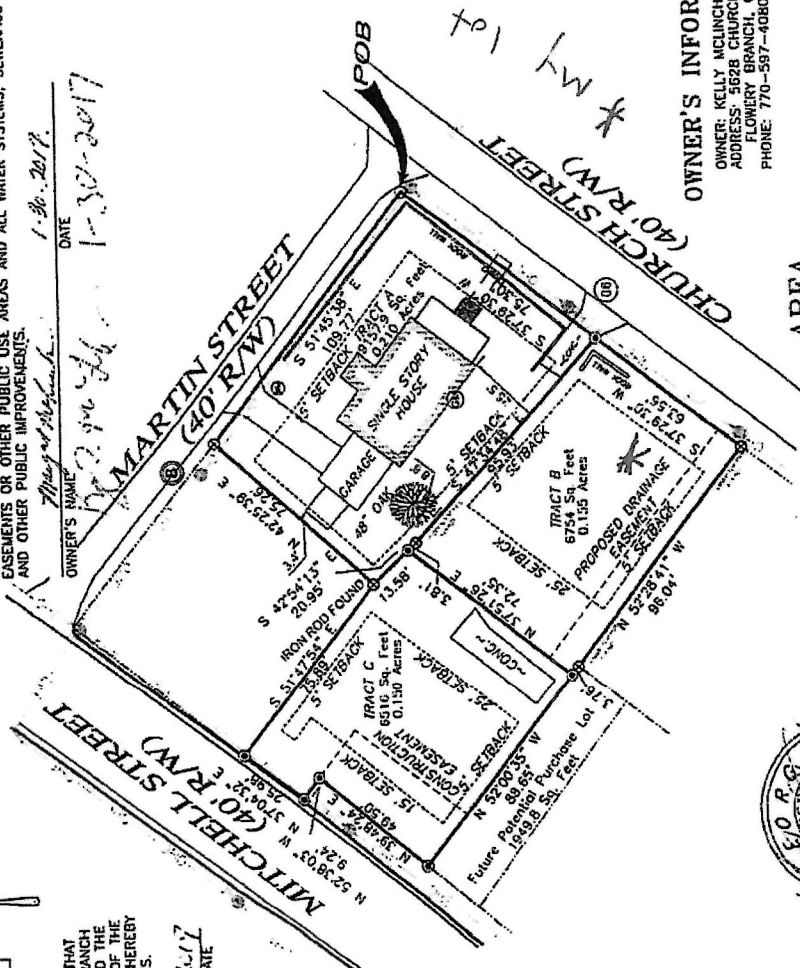
Participant ID Party Type
0601019321 RETURN TO
PREPARED BY

Party Name
Sponsor Clark Tompkins
Sponsor Clark Tompkins

OWNER'S CERTIFICATION

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

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



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 HAVE BEEN NO VISIBLE EVIDENCE ABOVE GROUND OF A BURIAL SITE OR RESEARCH ON THE MATTER AND NO ARCHAEOLOGICAL RESEARCH ANY SUCH RESEARCH. THEREFORE, THE ARCHAEOLOGIST PERFORM ANY SUCH RESEARCH.
- THIS PLAT TAKES EXCEPTION TO ANY SUCH ITEMS, 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	DESCRIPTION	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: 10/27/2016	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

Copyright 2016 Tompkins Surveying & Mapping, LLC
All Rights Reserved. This drawing is the property of Tompkins Surveying & Mapping and is intended for the client named and any copy of this redrawing without a written signature across the seal is not valid.

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

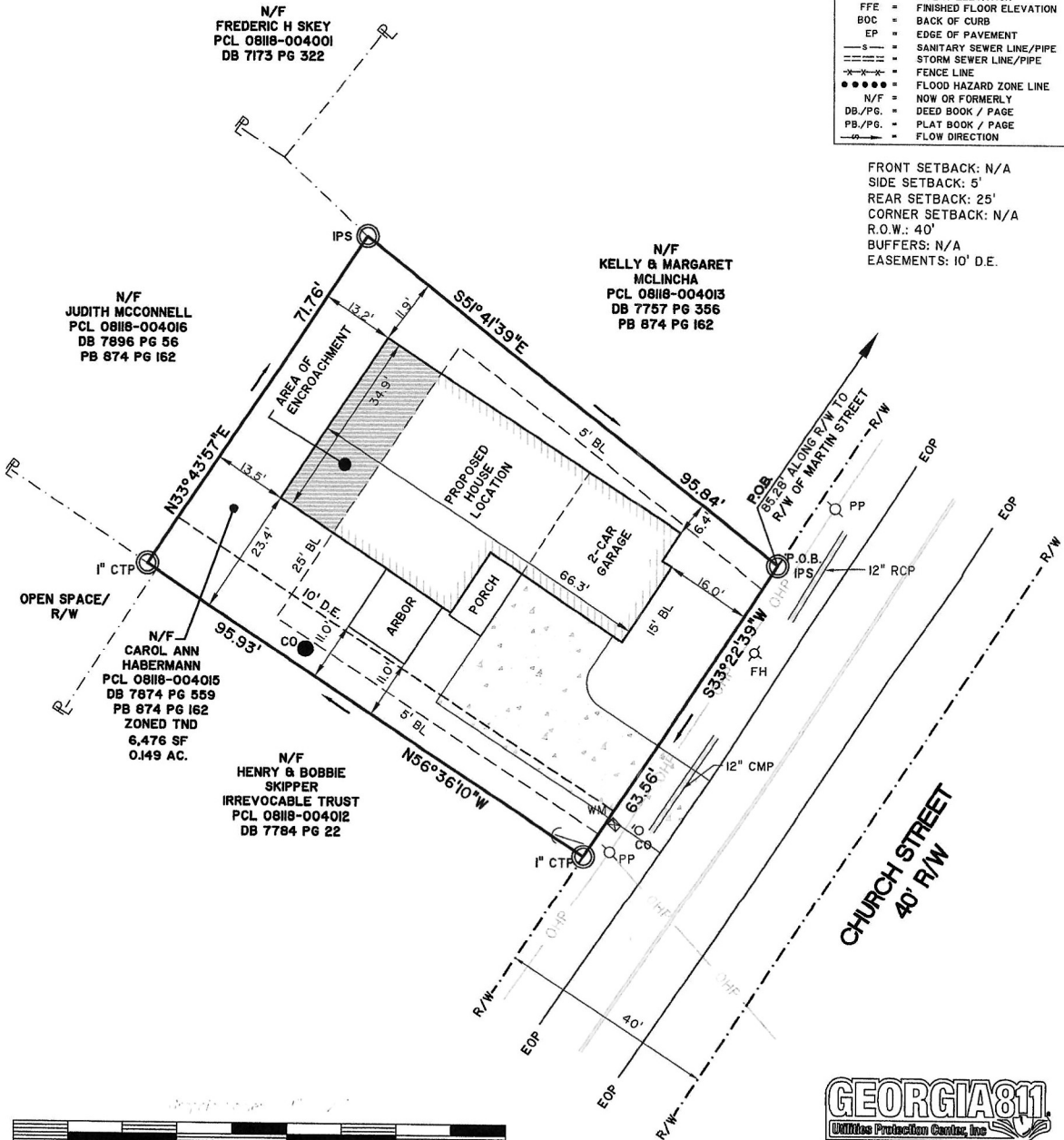
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 92,507 FEET AND AN ANGULAR ERROR OF 02" PER POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.

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
FH	=	FLOOD HAZARD ZONE LINE
N/F	=	NOW OR FORMERLY
DB/Pg.	=	DEED BOOK / PAGE
PB/Pg.	=	PLAT BOOK / PAGE
→	=	FLOW DIRECTION



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



THOMAS & HUTTON

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

SHEET 1 OF 1

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

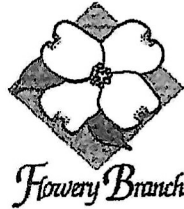
No.	REVISION	DATE
1.		
2.		
3.		
4.		
5.		

TASK:
HOUSE LOCATION PLAN

PROJECT NAME:
5632 CHURCH STREET
PIN# 08118-004015

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

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



VARIANCE APPLICATION

Address of Request:

5632 Church Street

Type of Variance Requested

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

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

Explain below:

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

Applicant: Mark Miller Properties, Inc.

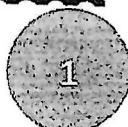
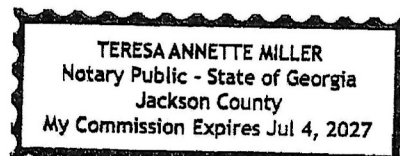
Address: P.O. Box 176
Dacula, ga. 30019

E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

Notary Seal:



Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

ORDINANCE 720

5632 Church Street Variance Request

AN ORDINANCE GRANTING VARIANCES FROM THE REQUIREMENTS OF ARTICLE 7, SECTION 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, Section 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;

Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

- (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 05/04/2024
Public Hearing 06/20/2024

First Reading 07/18/2024
Second Reading 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 05/04/2024
Public Hearing 06/20/2024

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

Exhibit "B"

LEGAL DESCRIPTION

VARIANCE APPLICATION

All that tract or parcel of land lying and being in Land Lot 112 AND 118 of the 8th District, Flowery Branch, Hall County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at the intersection of the southwesterly right-of way of Martin Street (40' R/W) and the northwesterly right-of-way of Church Street (40' R/W); THENCE

along said right-of-way of Martin Street South 33 degrees 22 minutes 39 seconds West a distance of 85.28 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING;

THENCE South 33 degrees 22 minutes 39 seconds West a distance of 63.56 feet to a point;

THENCE North 56 degrees 36 minutes 10 seconds West a distance of 95.93 feet to a point;

THENCE North 33 degrees 43 minutes 57 seconds East a distance of 71.76 feet to a point;

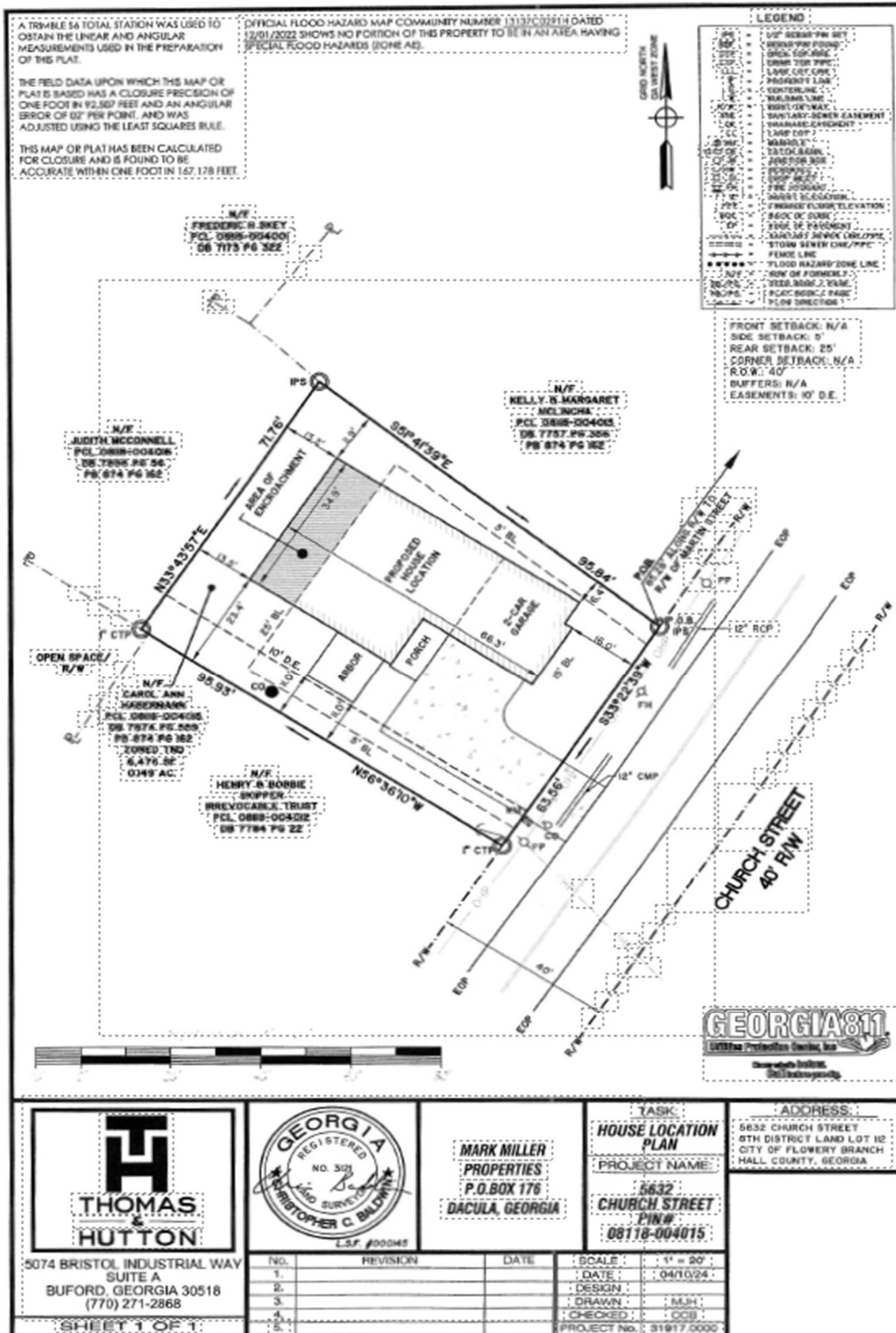
THENCE South 51 degrees 41 minutes 39 seconds East a distance of 95.84 feet , said point being THE TRUE POINT OF BEGINNING

The above-described tract contains an area of 0.149 acres (6,476 S.F.)

Exhibit "C"

Conditions of Zoning

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



Public Hearing Published 05/04/2024
Public Hearing 06/20/2024

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

2. Front porch shall be no smaller than thirteen feet and six inches (13'6") in width and six feet and six inches in depth (6'6")
3. Sewer shall be provided to the project by the City of Flowery Branch.
4. Water shall be supplied by the City of Flowery Branch.
5. Elevation design requirements:
 - a. The side of the garage facing the street shall consist of brick/stone from the ground at least up to where the gable portion of the roof begins and approved by staff.
 - b. The garage will have a garage door(s). Garage door frame shall be encased in brick/stone. Garage door(s) should be carriage style, or an alternative style, approved by staff, that will keep with the intent of the TND using recently built TND front facing detached garages as a gauge.
 - c. The house shall have a brick/stone feature on all sides and approved by staff.
 - d. Porch will have columns holding up the shed or gabled roof above it. These columns should be decorative, have a brick/stone base measuring a minimum height of 36 inches from the floor of the porch and approved by staff.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution Number 24-005 to Amend the Master Fee Schedule for FY2025

COUNCIL MEETING DATE: August 1, 2024

HISTORY:

Governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch

FACTS AND ISSUES:

The master fee schedule was approved during the FY2025 budget approval process. With the recent approval of Ordinance 717 allowing micro brewers and micro distillers in the CBD and ordinance 718 amending Chapter 8 of the City of Flowery Branch city code. This code is related to alcohol beverages to provide for licensing of micro brewer and micro distilleries, we need to update the master fee schedule. It was also noted that the Police Alcohol licensing fees were not included in the original master fee schedule.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution 24-005 to amend the Master Fee Schedule for FY2025.

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [executive summary template resolution 24-005.pdf](#)

- [Resolution 24-005 To amend the FY2025 Master Fee Schedule.pdf](#)
- [Master Fee Schedule FY2025.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resoluiton 24-005 to amend the Master Fee Schedule for FY2025

DATE: August 1st, 2024

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COUNCIL ACTION REQUESTED ON: August 1st, 2024

PURPOSE: Resolution No. 24-005 to amend the Master Fee Schedule for FY2025

HISTORY: Governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch.

FACTS AND ISSUES: The master fee schedule was approved during the FY2025 budget approval process. With the recent approval of Ordinance 717 allowing micro brewers and micro distillers in the CBD and ordinance 718 amending Chapter 8 of the City of Flowery Branch city code. This code is related to alcohol beverages to provide for licensing of micro brewer and micro distilleries, we need to update the master fee schedule. It was also noted that the Police Alcohol licensing fees were not included in the original master fee schedule.

OPTIONS:

RECOMMENDED SAMPLE MOTION: I make a motion to Resolution 24-005 to amend the Master Fee Schedule for FY2025.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash

RESOLUTION NO. 24-005

TO AMEND THE MASTER FEE SCHEDULE FOR FY2025.

WHEREAS, prudent governmental operations recommend a master fee schedule in order to effectively communicate the fee structure of the City of Flowery Branch; and

WHEREAS, Resolution No. 24-003 established the FY2025 master fee schedule, effective July 1, 2024, through June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch recently adopted Ordinance 717 allowing micro brewers and micro distillers in the CBD and Ordinance 718 amending chapter 8 of the City of Flowery Branch city code relating to alcohol beverages to provide for licensing of micro brewers and micro distilleries; and

WHEREAS, the master fee schedule needs to be updated to establish licensing fees for micro brews and micro distilleries; and

WHEREAS, the master fee schedule needs to be updated to include and amend alcohol fees already established by the Mayor and Council of the City of Flowery Branch; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to amend the City of Flowery Branch Master Fee schedule approved on June 20, 2024 with Resolution No. 24-003; and

NOW THEREFORE BE IT RESOLVED the governing body for the City of Flowery branch hereby adopts the amendments to the FY2025 Master Fee schedule listed on “Attachment A” and attached hereto and made a part of the Resolution.

SO RESOLVED this 1st day of August 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Attachment A

City of Flowery Branch Master Fee Schedule			
Department	Item	Fee	Comments
Admin (City Clerk)	Open Records Request (Not Police Rec	Varies	>15 mins = Free; <15 mins = prorated hourly salary of lowest paid full-time employee who has necessary skill and training to perform the request; \$0.10 per page
Department	Item	Fee	Comments
Municipal Court	Background Check	\$20.00	
Municipal Court	Open Records Request	Varies	>15 mins = Free; <15 minutes = \$0.10 per page, \$15.00 per DVD
Municipal Court	Certify a Document	\$5.00	
Municipal Court	Report Request	\$5.00	
Municipal Court	Discovery Reports	\$5.00	
Municipal Court	Discovery Videos	\$15.00	
Municipal Court	Record Restrictions	\$50.00	
Municipal Court	Alcohol License	\$25.00	
Municipal Court	Fingerprinting	\$50.00	
Municipal Court	Notary Fee (Out of Jurisdiction)	\$2.00	
Department	Item	Fee	Comments
Police	Package Sales Beer	\$750.00	Changed from \$700
Police	Package Sales Wine	\$750.00	Changed from \$700
Police	Package Sales Distilled Spirits	\$5,000.00	
Police	Consumption on Premises Beer	\$750.00	Changed from \$700
Police	Consumption on Premises Wine	\$750.00	Changed from \$700
Police	Consumption on Premises Distilled Spi	\$4,000.00	
Police	Wholesale Beer	\$250.00	Changed from \$150
Police	Wholesale Wine	\$250.00	Changed from \$150
Police	Wholesale Distilled Spirits	\$1,000.00	Changed from \$150
Police	Caterer Beer	\$300.00	
Police	Caterer Wine	\$300.00	
Police	Caterer Distilled Spirits	\$500.00	Changed from \$300
Police	Tasting Permit	\$500.00	Changed from \$50
Police	Brew Pub License	\$1,500.00	in addition to any other applicable license fee
Police	Wine Corkage	\$150.00	
Police	Transfer fee	\$200.00	
Police	Amenity Permit	\$200.00	
Department	Item	Fee	Comments
Tourism	Depot Rental (1/2 day)	\$400.00	\$500 refundable deposit
Tourism	Depot Rental (full day)	\$650.00	\$500 refundable deposit
Tourism	Community Room Rental (1/2 day)	\$0.00	No longer doing 1/2 day
Tourism	Community Room Rental (full day)	\$1,200.00	\$500 refundable deposit
Tourism	Market Pavilion Rentals	\$1,500.00	\$500 refundable deposit
Tourism	Amphitheater	\$800.00	\$500 refundable deposit
Tourism	Linen Rental	\$15.00	each

Tourism	Off Duty Officer for events	\$45.00	per hour
Tourism	Vendor Fee - Farmers Market - Summer	\$125.00	
Tourism	Vendor Fee - Farmers Market - Fall/Winter	\$100.00	
Tourism	Special Events Permit	\$100.00	

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

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

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

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



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.

COUNCIL MEETING DATE: August 1, 2024

HISTORY:

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

The city had a contract with a realtor initially, then tried to market and lease the commercial suites using its staff. The last suite available has been under contract, but recently became available again. Currently, the best direction for getting this space leased is to hire a realtor to market it.

FACTS AND ISSUES:

Three of the four suites on Main Street are occupied. The Social Peach opened its doors over a year ago and 4 Elephants opened approximately three months ago. Baby Bell Candy Apples is actively working (constructing) on their suite today. This last suite is the city's premium spot as it is on the corner of the entrance to the market containing 1,615 sq ft.

Equity Realty Associates, LLC has the expertise to market the space, vet any potential tenants and find the best tenant for this location.

This agreement would also allow for Equity Realty Associates, LLC to market any of the four suites in the future if needed.

OPTIONS:

- 1) Approve the contract with Equity Realty Associates LLC.
- 2) Do not approve the contract with Equity Realty Associates LLC, and staff will continue to try to lease the space.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Fees are a % of the lease revenue.

RECOMMENDATION:

Approve an agreement with Equity Realty, LLC. to be the exclusive realtor to market the city's last suite at FB Main Street, A Master Condominium Shopping Center for lease. This would also allow for future rentals of the suites if needed.

SAMPLE MOTION:

I move to approve the lease agreement with Equity Realty Associates LLC.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Equity Realty Lease Agreement.pdf](#)
- [Equity Realty PKKN Leasing Agreement.pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider an Agreement with Equity Realty Associates, LLC. to Market 5509 Main Street, Flowery Branch, for Lease.

DATE: June 26, 2024

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

BUDGET INFORMATION:

ANNUAL- % of gross lease
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: July 18, 2024

PURPOSE: To allow for Equity Realty, LLC. to be the exclusive realtor to market the city's last suite at FB Main Street, A Master Condominium Shopping Center for lease. This would also allow for future rentals of the suites if needed.

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

The city had a contract with a realtor initially, then tried to market and lease the commercial suites using its staff. The last suite available has been under contract, but recently became available again. Currently, the best direction for getting this space leased is to hire a realtor to market it.

FACTS AND ISSUES: Three of the four suites on Main Street are occupied. The Social Peach opened its doors over a year ago and 4 Elephants opened approximately three months ago. Baby Bell Candy Apples is actively working (constructing) on their suite today. This last suite is the city's premium spot as it is on the corner of the entrance to the market containing 1,615 sq ft.

Equity Realty Associates, LLC has the expertise to market the space, vet any potential tenants and find the best tenant for this location.

This agreement would also allow for Equity Realty Associates, LLC to market any of the four suites in the future if needed.

OPTIONS:

- 1) Approve the contract with Equity Realty Associates LLC.
 - 2) Do not approve the contract with Equity Realty Associates LLC, and staff will continue to try to lease the space.
-
-

RECOMMENDED SAMPLE MOTION:

I move to approve the lease agreement with Equity Realty Associates LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

LEASING AGREEMENT

THIS LEASING AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2024 by and between , **Equity Realty Associates, LLC**, a Georgia limited liability company ("Leasing Agent"), and **City of Flowery Branch, a political body corporate and politic of the State of Georgia** ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of four commercial spaces located on Main Street in the City of Flowery Brach, Georgia.

WHEREAS, the four properties are commonly known as 5509 Main Street, 5515 Main Street, 5521 Main Street, and 5527 Main Street in Flowery Branch, Georgia (collectively the "Property").

WHEREAS, Owner desires to retain the services of Leasing Agent for the leasing of the Property.

WHEREAS, 5509 Main Street is currently vacant and Owner needs the services of Leasing Agent for the address immediately.

WHEREAS 5515 Main Street, 5521 Main Street, and 5527 Main Street are currently leased and occupied, but if they become vacant, Owner would like to utilize the services of Leasing Agent for those addresses.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner hereby employs Leasing Agent exclusively to lease the Property, and Leasing Agent hereby agrees to lease the Property for and on behalf of Owner, for the term and on the conditions hereinafter set forth:

1. Term. The term of this Agreement shall be for one year commencing on the date first set forth above and expiring on the one-year anniversary date thereof. The parties may mutually agree to extend this Agreement by executing a written extension or amendment.

2. Property Leasing. Owner hereby retains Leasing Agent during the term of this Agreement as Owner's exclusive leasing agent in connection with the Property. Leasing Agent shall use commercially reasonable efforts to lease space at the Property to desirable tenants at the highest possible net effective rents. Leasing Agent shall perform its leasing responsibilities hereunder in accordance with commercially reasonable standards and practices. Without limiting the generality of the foregoing, Leasing Agent's responsibilities as leasing agent shall include the following:

(a) Conduct such advertising, marketing and promotion of the Property as is necessary for the successful leasing of the Property;

(b) Diligently investigate and pursue all prospective tenants (including without limitation investigating the creditworthiness and desirability of all proposed tenants) and conduct



such canvassing and other solicitations as are necessary in connection with the leasing of the Property;

- (c) Direct and conduct lease negotiations; and
- (d) Use all reasonable efforts to obtain and keep desirable tenants for the Property.

Owner shall reimburse Leasing Agent for all out-of-pocket expenses related to leasing the Property including without limitation, signage, costs of postage, telephone, mailings, presentations, reports, leasing plans, descriptive brochures and other forms of advertising related to leasing of the Property; all expenses must be approved by the Owner before the expense is incurred.

3. Leasing Fees. In consideration of the leasing services to be rendered by Leasing Agent throughout the term of this Agreement, Leasing Agent shall receive leasing fees as follows:

- (i) Fees:
 - a. *Direct New Lease Rate:* Four percent (4%) of the base rent payable by the tenant during the initial term of the lease.
 - b. *Co-Brokered New Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the initial term of the lease, exclusive of outside broker commissions.
 - c. *Direct Renewal/Option Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the renewal term of the lease.
 - d. *Co-brokered Renewal/Option Lease Rate:* Two percent (2%) of the base rent payable by the tenant during the renewal term of the lease, exclusive of outside broker commissions.
 - e. *Tenant Broker Commissions:* Owner shall be responsible for paying any tenant broker directly in addition to commissions paid to Leasing Agent hereunder.

(ii) Payment Schedule of Leasing Fees:

- a. For new leases, fifty percent (50%) upon execution of lease and fifty percent (50%) upon the earlier of (i) the rent commencement or (ii) tenant opening for business.
- b. For renewals, exercise of options or expansions of existing leases, full payment upon execution of documents by Owner.

(iii) Upon Expiration or Termination of Agreement

Owner hereby agrees that in the event that this Agreement is terminated by Owner as provided in Section 5 below or otherwise expires, then for a period of twelve

(12) full calendar months thereafter, if Owner leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above. This provision shall survive the termination or expiration of this contract.

4. Termination.

(a) Events of Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, on the following terms and conditions:

(i) Owner shall have the right to terminate this Agreement in the event that Leasing Agent fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement, to be kept, observed, or performed by Leasing Agent, and such default continues for a period of ninety (90) days after written notice thereof by Owner to Leasing Agent;

(ii) In the event that the Property is sold to a party which is not affiliated with Owner, Owner shall have the right to terminate this Agreement with thirty (30) days prior written notice to Leasing Agent. In the event that Property is sold per the terms of this provision, Owner shall cash out any commissions due Leasing Agent at the time of the closing of the sale.

(b) Obligations Upon Termination. Upon the expiration or termination of this Agreement, Leasing Agent agrees to deliver to Owner all keys and any original contracts relating to the Property, and such other accountings, papers and records as Owner shall request pertaining to the Property.

5. Relationship of Parties. The parties do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which Leasing Agent shall lease the Property for and on behalf of Owner.

6. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity and enforcement of this Agreement.

7. Notice. All notices, demands, requests or other communications required or permitted hereunder shall be deemed delivered and received, when personally delivered or when deposited in the United States Mail (certified or registered, return receipt requested, postage prepaid) or delivered by courier or overnight delivery and addressed to the respective parties at the addresses specified below, or at such other address as they shall each specify in a notice addressed and mailed as hereinabove set forth:

To Owner:

City of Flowery Branch
Attention: Tonya Parrish
5410 Pine Street

Flowery Branch, Georgia 30542
E-mail: tonya@flowerybranchga.org

To Broker:

Equity Realty Associates, LLC
Attention: Verne Fowler
6140 Old Still Run Road
Gainesville, Georgia 30506-6835
E-mail: vefowler@me.com

Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder, sent as of the date of attempted delivery.

8. Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations and covenants, oral or written. Amendments to this Agreement must be in writing and signed by all parties hereto.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Authority. By execution hereof, each party hereto represents that it has the right, power and authority to enter into this Agreement in accordance with the terms and conditions hereof, and the person executing this Agreement on behalf of each party hereto represents that he has the right, power and authority to enter into this Agreement on behalf of such party and that this Agreement is binding upon and effective against such party.

11. Save Harmless. Owner and Leasing Agent shall have no control over the operation or maintenance of the property and facilities located thereon and Leasing Agent shall not be held liable or responsible for any claims except for those resulting from a breach of this contract or the gross negligence or willful. It is expressly understood and agreed that the foregoing provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. If either party hereto is a partnership, trust, corporation or limited liability company, no general or limited partner of such partnership nor trustee or beneficiary of any trust nor shareholder of any corporation, nor member or Leasing Agent of any limited liability company, shall be personally liable to any other party.

12. Hazardous Material. Owner shall defend, indemnify and hold harmless Leasing Agent from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or assert against, Leasing Agent for, with respect to, or as a direct emission or release from, the Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous

Material (defined below) which exists on, under or at the Property at any time during the term of this Agreement, and from time to time, (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the foregoing provisions of the undertakings and indemnification set out shall survive the termination of this Agreement. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but in the event any such provision should be held invalid or unenforceable, the remaining provisions hereof shall be not be affected thereby.

[Signatures contained on following page]



IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

LEASING AGENT:

Equity Realty Associates LLC,
a Georgia limited liability company

By:  128419

Name: VERNE E FOWLER

Title: BROKER / MANAGING MEMBER

Georgia Firm #: 63498

OWNER:

CITY OF FLOWERY BRANCH,
a political body corporate and politic of the State of Georgia

By: _____

Name: _____

Title: _____

