City of Flowery Branch
City Council Meeting
Thursday, November 19, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542

CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

AWARD PRESENTATION: POLICE DEPARTMENT

PUBLIC HEARING:

- Public hearing and work session discussion for a proposed rezoning of an 8.56+/- tract of land known as tax parcel 08092 000005 from M-1 (Light Industrial) to R-3 (Multi-family) submitted by HillGrove Homes.
  Submitted Application Package CORRECTED.pdf
  19048 - 500 Site Plan - Townhomes - 092420.pdf
  Staff Report 2020.pdf
  Ordinance .pdf

NEW BUSINESS -WORK SESSION:

- Public hearing and work session discussion for a proposed rezoning of an 8.56+/- tract of land known as tax parcel 08092 000005 from M-1 (Light Industrial) to R-3 (Multi-family) submitted by HillGrove Homes.
  Submitted Application Package CORRECTED.pdf
  19048 - 500 Site Plan - Townhomes - 092420.pdf
  Staff Report 2020.pdf
  Ordinance .pdf
- Impact Fee Discussion with a Presentation by Paige Hatley.
  Flowery Branch Impact Fees 101.pptx
- Request to approve and execute DW2020020 GEFA Loan Documents
  EXECUTIVE SUMMARY - Request to approve and sign DW2020020 Loan Documents.pdf
  Award Letter 11-5-2020.pdf
  Draft Loan Agreement.pdf
  Draft Promissory Note.pdf

DEPARTMENT REPORTS: -

a. City Manager Report
b. City Clerk Report
c. Finance Director Report
d. Planning Department Report
e. Police Report
f. Attorney Report

g. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Mayor Mike Miller per diem
  Mayor Mike Miller per diem.pdf

NEW BUSINESS - VOTING SESSION:

- Request to approve and execute DW2020020 GEFA Loan Documents
  EXECUTIVE SUMMARY - Request to approve and sign DW2020020 Loan Documents.pdf
  Award Letter 11-5-2020.pdf
  Draft Loan Agreement.pdf
  Draft Promissory Note.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: Public hearing and work session discussion for a proposed rezoning of an 8.56+/- tract of land known as tax parcel 08092 000005 from M-1 (Light Industrial) to R-3 (Multi-family) submitted by HillGrove Homes.

COUNCIL MEETING DATE: November 19, 2020

HISTORY:
A similar request to rezone this property was submitted by the same applicant and was denied by City Council in May of 2019.

Schedule:
November 19th, 2020 – Public Hearing/Work Session
December 3rd, 2020 – Work Session (if needed)
January 7th, 2021 – First Vote
February 4th, 2021 – Work Session (if needed)
February 18th, 2021 – Second Vote

FACTS AND ISSUES:
The proposed residential townhome development is not consistent with the adopted comprehensive plan nor is it consistent with surrounding zoning or uses. The cost for the construction and maintenance of Thurmon Tanner Parkway should be financially supported by the highest and best use of this corridor, which has historically been deemed to be Light to Heavy Industrial. A divided four-lane parkway is typically built to support the transportation of workers, deliveries, and trucks for commercial and industrial uses, not residential use. A residential development on this property will be isolated from other residential development and not be supported as part of the larger Flowery Branch community. Staff believes the request should be denied for these reasons.

OPTIONS:
Public hearing and work session with no vote at the November 19th, 2020 meeting.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
The staff recommends denial of this application.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- Submitted Application Package CORRECTED.pdf
- 19048 - 500 Site Plan - Townhomes - 092420.pdf
- Staff Report 2020.pdf
- Ordinance .pdf

Flowery Branch

REZONING APPLICATION

Date: September 23, 2020

Address of Request:

Atlanta Highway

Lot 8 - Cantrell Road

Tax Map # 08092 000005 Current Zoning: M-1

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

Currently a conforming use? Yes. The property is vacant.

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

Applicant Information

Name: HillGrove Homes c/o Mahaffey Pickens Tucker, LLP

Address: 1550 N Brown Rd, Ste 125, Lawrenceville, GA 30043

E-mail address: slanham@mptlawfirm.com

Phone number: 770 232 0000

Signature:

Notary: Gita T. Williams

GITA T. WILLIAMS NOTARY EXPIRES GEORGIA 04-03-2023 PUBLIC BARROW COUNTY

RECEIVED
DEPARTMENT OF COMMUNITY DEVELOPMENT
Flowery Branch
9.25.20

Flowery Branch

REZONING APPLICATION

Date: September 23, 2020

Address of Request:

Atlanta Highway

Lot 8 - Cantrell Road

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Applicant Information

Name: HillGrove Homes c/o Mahaffey Pickens Tucker, LLP

Address: 1550 N Brown Rd, Ste 125, Lawrenceville, GA 30043

E-mail address: slanham@mptlawfirm.com

Phone number: 770 232 0000

Signature: ____________

Notary:

DAWN WESTMORELAND MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 19, 2020 GWINNETT COUNTY, GEORGIA

Dawn Westmoreland
exp. 12/19/2020

7

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Cantrell Land Holdings, LLC

Signature of property owner:

Notary: DAWN WESTMORELAND MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 19, 2020 GWINNETT COUNTY, GEORGIA

Dawn Westmoreland
exp. 12/19/2020

Property Information

Tax Map Number: 08092 000005

Current Zoning: M-1 Total Acres: +/-8.56

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant land

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

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

- Legal description
- Current survey of property

Flowery Branch

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

Conflict of Interest Disclosure

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

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

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

Flowery Branch

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	

CITY STAFF ONLY

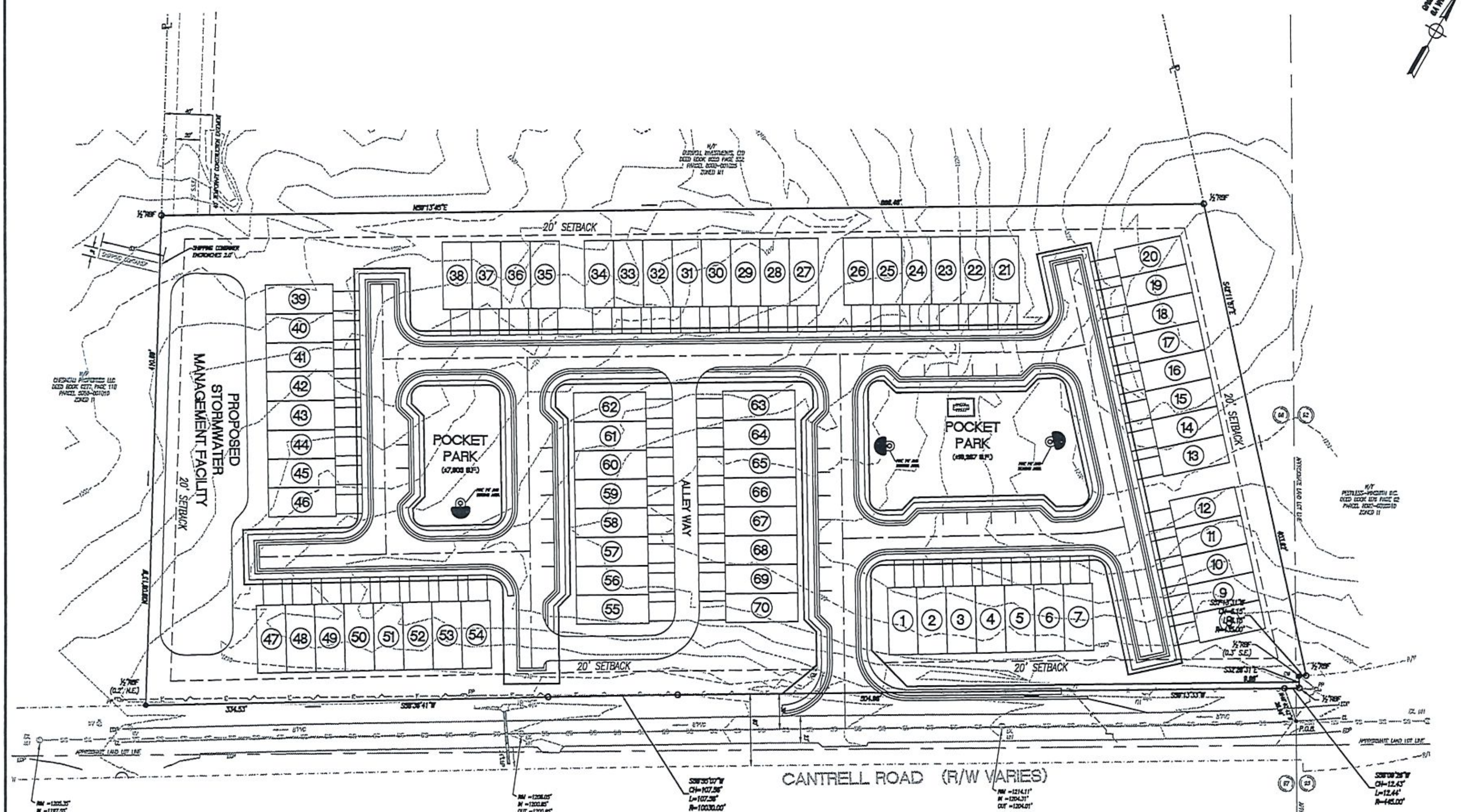
Application Received By: ______________________

Date: ____________ Total Fee: ______________________

LEGAL DESCRIPTION

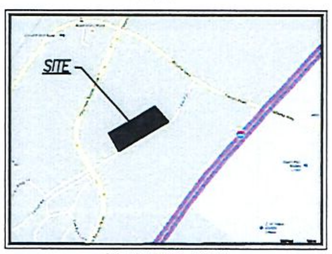
All that tract or parcel of land lying and being in Land Lot 92 and 98 of the 8th District of Hall County, Georgia and being more particularly described as follows:
Begin at a point located at intersection of the southwesterly right-of-way of Old U.S. 23/S.R. 13 (variable r/w) and the southeasterly right-of-way of South Hall Industrial Parkway (variable r/w) if extended to form a point; THENCE South 23 degrees 54 minutes 39 seconds West a distance of 452.06 feet to a point; THENCE South 66 degrees 05 minutes 21 seconds East a distance of 50.00 feet to a point, said point being THE TRUE POINT OF BEGINNING;
THENCE South 63 degrees 13 minutes 12 seconds East a distance of 192.00 feet to a point;
THENCE South 54 degrees 22 minutes 05 seconds East a distance of 214.31 feet to a point;
THENCE South 68 degrees 56 minutes 05 seconds East a distance of 368.88 feet to a point;
THENCE South 40 degrees 12 minutes 17 seconds West a distance of 374.18 feet to a point;
THENCE South 42 degrees 29 minutes 23 seconds East a distance of 251.46 feet to a point, said point being THE TRUE POINT OF BEGINNING;
THENCE South 42 degrees 29 minutes 23 seconds East a distance of 403.65 feet to a point located on the northwesterly right-of-way of Cantrell Road having a variable R/W width;
THENCE along said right-of-way for the following six courses and distances:
THENCE along a curve to the right for an arc length of 6.15 feet, having a radius of 435.00 feet, being subtended by a chord bearing South 56 degrees 56 minutes 05 seconds West, for a distance of 6.15 feet to a point;
THENCE South 33 degrees 03 minutes 55 seconds East a distance of 10.00 feet to a point; THENCE along a curve to the right for an arc length of 12.41 feet, having a radius of 445.00 feet, being subtended by a chord bearing South 58 degrees 07 minutes 45 seconds West, for a distance of 12.41 feet to a point;
THENCE South 58 degrees 55 minutes 41 seconds West a distance of 504.98 feet to a point;
THENCE along a curve to the right for an arc length of 107.56 feet, having a radius of 10,030.00 feet, being subtended by a chord bearing South 58 degrees 37 minutes 15 seconds West, for a distance of 107.56 feet to a point;
THENCE South 58 degrees 18 minutes 49 seconds West a distance of 334.53 feet to a point;
THENCE North 28 degrees 26 minutes 05 seconds West a distance of 410.69 feet leaving said right-of-way to a point;
THENCE North 58 degrees 55 minutes 52 seconds East a distance of 866.44 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area of 8.563 acres more or less.



DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±8.56 AC.
2. TOTAL NUMBER OF UNITS = 70
3. CURRENT ZONING = M-1
4. PROPOSED REZONING PARCEL : 08092 000005
5. PROPOSED ZONING: R3 PROPOSED USE: MULTI-FAMILY RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 8.17 UNITS/AC.
7. GREENSPACE AREA PROVIDED = ±2.0 AC. (23.4%) (EXCLUDES STORM WATER MANAGEMENT FACILITY)
8. PROPERTY TO BE SERVED BY SANITARY SEWER.
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0283G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
15. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.



VICINITY MAP - N.T.S.

Graphic Scale: 1" = 40'

dPe Development Planning & Engineering, Inc.
civil - sanitary - transportation survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:
CANTRELL LAND HOLDINGS, LLC.
P.O. BOX 1929
BUFORD, GA. 30515
CONTACT:
CHRIS HILL

PROJECT NAME:
TOWN AT CANTRELL

TASK:
CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:
TOWN AT CANTRELL
Project Name
19-048
Project Number
CANTRELL ROAD
Project Address
92 & 98
Land Lot No.(s)
8TH DISTRICT
District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN: AS SHOWN SCALE
KWB DRAWN
CHECKED: #### DATE
SHEET: 1 of 1
19-048 PROJECT No.

Section 34.7 Analysis Requirements.

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

Yes. Approval of the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The surrounding area is characterized by a diverse mix of land uses including industrial, single-family residential, multi-family residential, and institutional uses. The proposed single-family attached townhome community will complement the exiting land use mix and provide high-quality housing that is convenient for people working in nearby employment centers.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

No. approval of the proposal will not adversely affect the existing use or usability of adjacent or nearby property. Rather, the proposed development will complement adjacent and surrounding land uses.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

No. The property to be affected by the proposal cannot be used as proposed in accordance with the existing regulations. The applicant respectfully submits that, due to its size, location, layout, and topography, the subject property does not have a reasonable economic use as currently zoned.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

No. Approval of the proposal would not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The property is located on Cantrell Road with access to utilities. The property also enjoys convenient access to major thoroughfares such as Thurmon Tanner Parkway, Atlanta Highway (State Route 13), and Lanier Parkway (Interstate 985).

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

Yes. The proposal is in conformity with the policy and intent of the comprehensive plan. Generally, the Comprehensive Plan encourages residential development, expanding housing options for residents, and supporting downtown. The proposed development would provide high-quality, attractive housing for a growing city. Moreover, at approximately one mile away, the proposed development has convenient access to downtown. Residents of the proposed community would have easy vehicular, bicycle, or pedestrian access to downtown with its shopping, dining, and entertainment options.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

Yes. Recent expansions of I-985 interchanges, development of nearby townhome communities, and the growth of Flowery Branch's population provide additional supporting grounds for approval of the proposal.

(g) Existing use(s) and zoning of the subject property and nearby properties.

The subject property is wooded and vacant and is currently zoned M-1. Nearby property is zoned AR-III, O-I, M-1, I-I, M-2, and R-3. Nearby land uses include industrial, nursing home, residential/agricultural, apartments, and townhomes.

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

The subject property has been vacant as currently zoned for years. The property does not have significant value as currently zoned for industrial uses and is better suited for use and development as a residential community as proposed by the Applicant.

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

Approval of the proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. Rather, the proposed development will complement adjacent property by providing high-quality, attractive housing for nearby employment centers.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

The proposed development would not create an isolated zoning district unrelated to adjacent and nearby districts. The property is located directly across the street from land zoned for residential uses as well as another property zoned O-I, but used as a residential nursing home. The property is only +/-615 feet from additional land zoned R-3 in the City.

The property is also located across the street from land designated as within the Activity Center Character Area which encourages residential development.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.

The proposed development is compatible with adjacent and nearby zoning classifications and land uses and would complement nearby employment centers as well as the downtown district.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

The proposed residential development would not have negative environmental impacts and would actually provide significant areas of greenspace for the use and enjoyment of residents.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The proposed development fits squarely within the purpose of the Zoning Ordinance and the policies of the Comprehensive Plan. The proposed residential development would provide high-quality, attractive housing for residents, it would support the development and expansion of the downtown district, and would complement nearby employment centers.

MPT Mahaffey Pickens Tucker, LLP
ATTORNEYS AT LAW

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
W. Brady Hughes

Shane M. Lanham
Austen T. Mabe
Jeffrey R. Mahaffey
Steven A. Pickens
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

LETTER OF INTENT FOR REZONING APPLICATION HILLGROVE HOMES LLC

Mahaffey Pickens Tucker, LLP (the "Applicant") submits this Letter of Intent and attached Rezoning Application for the purpose of requesting the rezoning of an approximately 8.56-acre tract of land (the "Property") situated along Cantrell Road between Thurmon Tanner Parkway and Atlanta Highway (State Route 13). The surrounding area is characterized by a mix of land uses and zoning classifications which include industrial, multi-family residential, single-family residential, and institutional. The subject is currently wooded and vacant and slopes moderately from northeast to southwest by about forty feet.

The Applicant is requesting to rezone the Property to the R-3 zoning classification in order to develop a single-family attached residential community consisting of approximately seventy attached residential townhomes. The proposed townhomes would feature attractive architectural elements, two-car garages, and would be constructed with facades of brick, stone, and/or fiber cement shake/siding/board and batten. The proposed community would also include approximately 2.0 acres of greenspace which is approximately 23.4% of the Property's area. The proposed common area is located throughout the proposed development and includes two pocket parks towards the center of the community. The pocket parks will feature fire pits with seating areas and other recreational and socializing opportunities for residents. The proposed common area would serve as a focal point and gathering place for residents which would foster a sense of place and community within the proposed development.

The community would include multiple floor plan options with homes having approximately 1,800 square feet of heated floor area. Larger floor plan options would have approximately 2,000 square feet of heated floor area. Townhome buildings would have a maximum building height of 32 feet. The proposed pocket parks would provide over a half acre of active recreation space for residents. The pocket parks, together with internal and external sidewalks enhance the walkability of the community and promote a healthy lifestyle. One lap on the sidewalks around the larger pocket park is approximately 600 feet, so just under nine laps would be a mile. Additionally, one lap around the property's internal perimeter sidewalk is just over 2,700 feet, so two laps would be a mile.

The proposed development is compatible with surrounding land uses and zoning classifications and is in line with the policies of the City of Flowery Branch Comprehensive Plan (the "Comp Plan"). As set forth on the City of Flowery Branch Character Area Map, the intersection of Cantrell Road and Thurmon Tanner Parkway includes land within the Industrial/Employment, Activity Center, and Urban Density Residential character areas. The Property is located directly across the street from an existing nursing home facility and land classified as within the Activity Center Character Area. Policies for the Activity Center and Urban Density Character Areas encourage residential development including "housing to support downtown." In addition to supporting downtown, the proposed residential use would complement nearby employment centers by providing employees with convenient, attractive, and high-quality housing options. Housing policies for the Urban Density Character Area specifically encourage townhomes at densities from six to twelve units per acre. The proposed development fits squarely within that policy at just over 8 units per acre.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Flowery Branch Community Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully requests your approval of this Application.

Respectfully submitted this 25th day of September, 2020.

MAHAFFEY PICKENS TUCKER, LLP

____

Shane M. Lanham
Attorneys for Applicant

qPublic.net™ Hall County, GA

Summary

Parcel Number	08092 000001D
Location Address	4510 CANTRELL RD
Legal Description	4510 CANTRELL ROAD (Note: Not to be used on legal documents)
Class	I4-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	I1 Note: Refer to map zoning layer for of?cial zoning.
Tax District	COUNTY (District 01)
Millage Rate	27.185
Acres	10
Neighborhood	Industrial Property (50000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

PEERLESS-WINSMITH INC
ATTN: TAX DEPARTMENT
5200 UPPER METRO PLACE
SUITE 110
DUBLIN, OH 43017

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Comm-S Oakwood/N Flwy Branch	Acres	0	0	0	10	1

Commercial Improvement Information

Description	Inds Light Manufacturing-3
Value	$1,513,800
Actual Year Built	1979
Effective Year Built	1989
Square Feet	59495
Wall Height	20
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

qPublic.net™ Hall County, GA

Summary

Parcel Number	08098 001025
Location Address	ATLANTA HWY
Legal Description	18.287 ACS ATLANTA HIGHWAY (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for of?cial zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	18.29
Neighborhood	Commercial - General (40000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

BURWELL INVESTMENTS LTD.
C/O REGION TRUST DEPT
P O DRAWER 937
GAINESVILLE, GA 30503

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-S Oakwood/N Flwy Branch	Acres	796,712	0	0	18.29	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/11/2007	6020 532	845 3	$225,000	PART INTEREST	THE MCCRARY FAMILY PARTNERSHIP, L.P.	BURWELL INVESTMENTS, LTD.
4/11/2007	6020 530	845 3	$225,000	PART INTEREST	THE MCCRARY FAMILY PARTNERSHIP, L.P.	JANE WOOD BANKS AND REGIONS BANK ETAL

Valuation

	2018	2017
Previous Value	$731,600	$731,600
Land Value	$731,600	$731,600
+ Improvement Value	$0	$0
+ Accessory Value	$0	$0
= Current Value	$731,600	$731,600

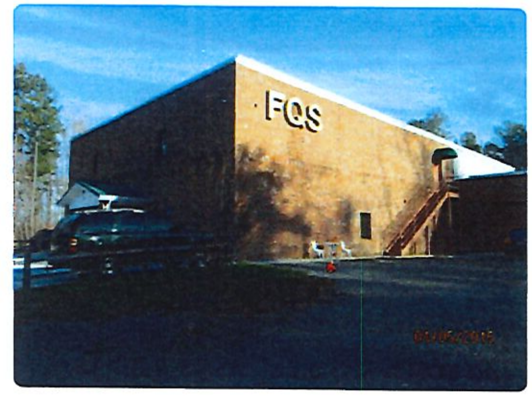
No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

qPublic.net™ Hall County, GA

Summary

Parcel Number	08098 001010
Location Address	4584 CANTRELL RD
Legal Description	4584 CANTRELL ROAD (Note: Not to be used on legal documents)
Class	I4-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	I1 Note: Refer to map zoning layer for of?cial zoning.
Tax District	COUNTY (District 01)
Millage Rate	27.185
Acres	12.6
Neighborhood	Industrial Property (50000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map



Owner

CHESNEAU PROPERTIES LLC
P.O. BOX 865
BUFORD, GA 30515

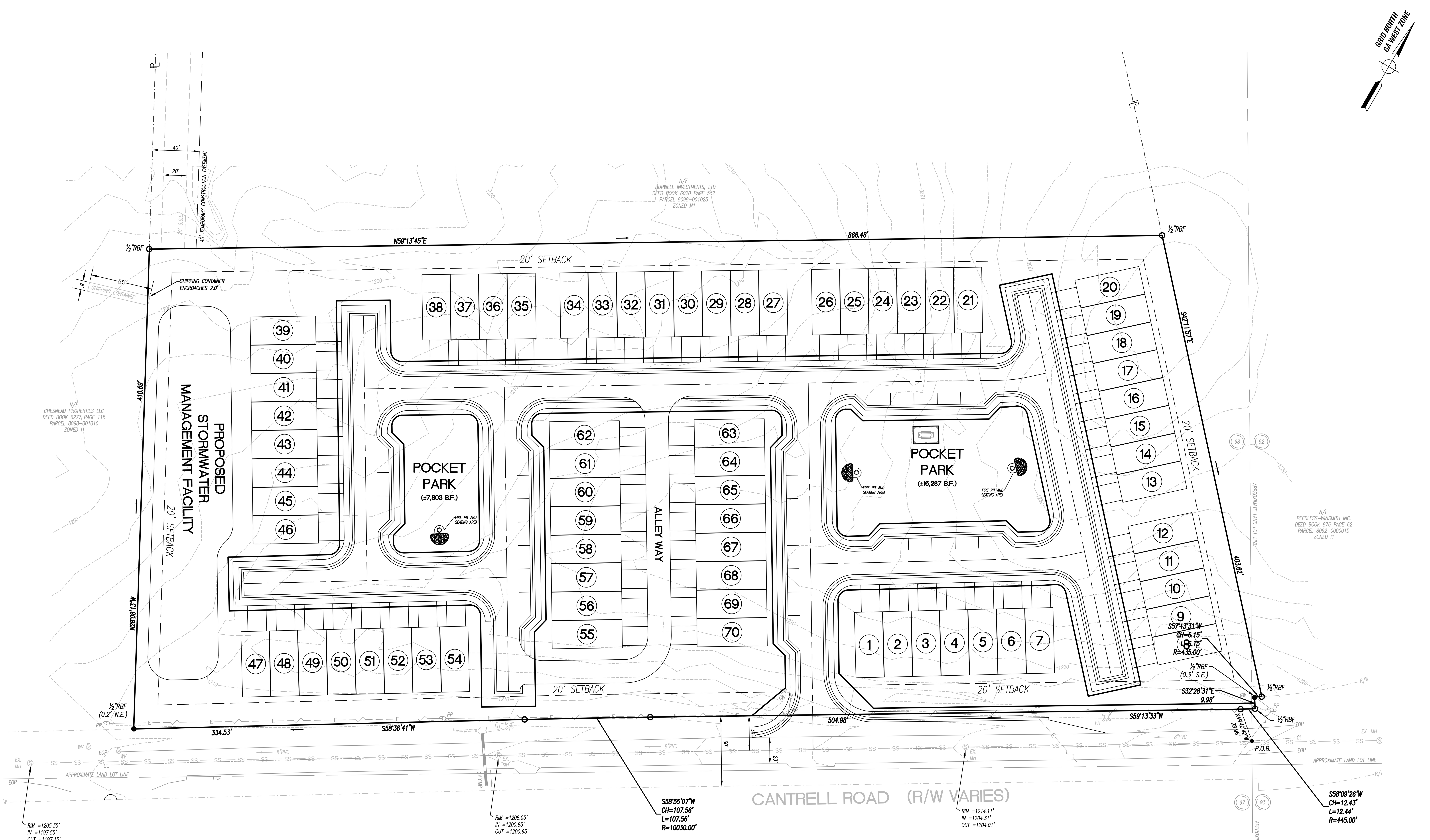
Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Comm-S Oakwood/N Flwy Branch	Acres	548,856	0	0	12.6	1

Commercial Improvement Information

Description	Storage Warehouse-5
Value	$103,100
Actual Year Built	1988
Effective Year Built	1998
Square Feet	6000
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Of?ce Buildings-5
Value	$174,600
Actual Year Built	1988
Effective Year Built	1998
Square Feet	3600



DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±8.56 AC.
2. TOTAL NUMBER OF UNITS = 70
3. CURRENT ZONING = M-1
4. PROPOSED REZONING PARCEL : 08092 000005
5. PROPOSED ZONING: R3 PROPOSED USE: MULTI-FAMILY RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 8.17 UNITS/AC.
7. GREENSPACE AREA PROVIDED = ±2.0 AC. (23.4%) (EXCLUDES STORM WATER MANAGEMENT FACILITY)
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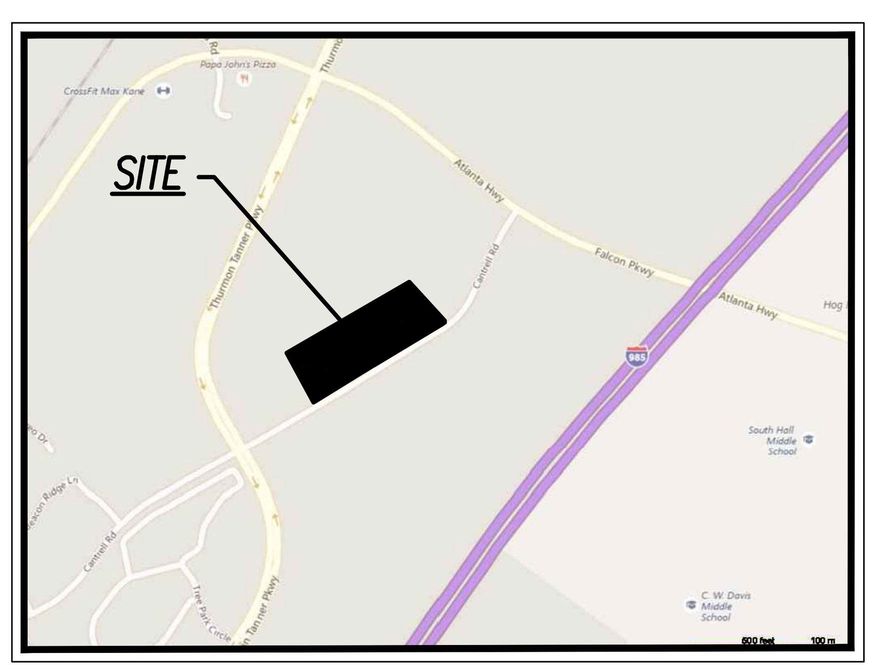
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0283G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
15. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.



VICINITY MAP - N.T.S.

Development Planning & Engineering, Inc.
civil - sanitary - transportation survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

CANTRELL LAND HOLDINGS, LLC.
P.,O. BOX 1929
BUFORD, GA. 30515
CONTACT:
CHRIS HILL

PROJECT NAME:

TOWN AT CANTRELL

TASK:

CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:

TOWN AT CANTRELL
Project Name

19-048
Project Number

CANTRELL ROAD
Project Address

92 & 98
Land Lot No.(s)

8TH DISTRICT
District

CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

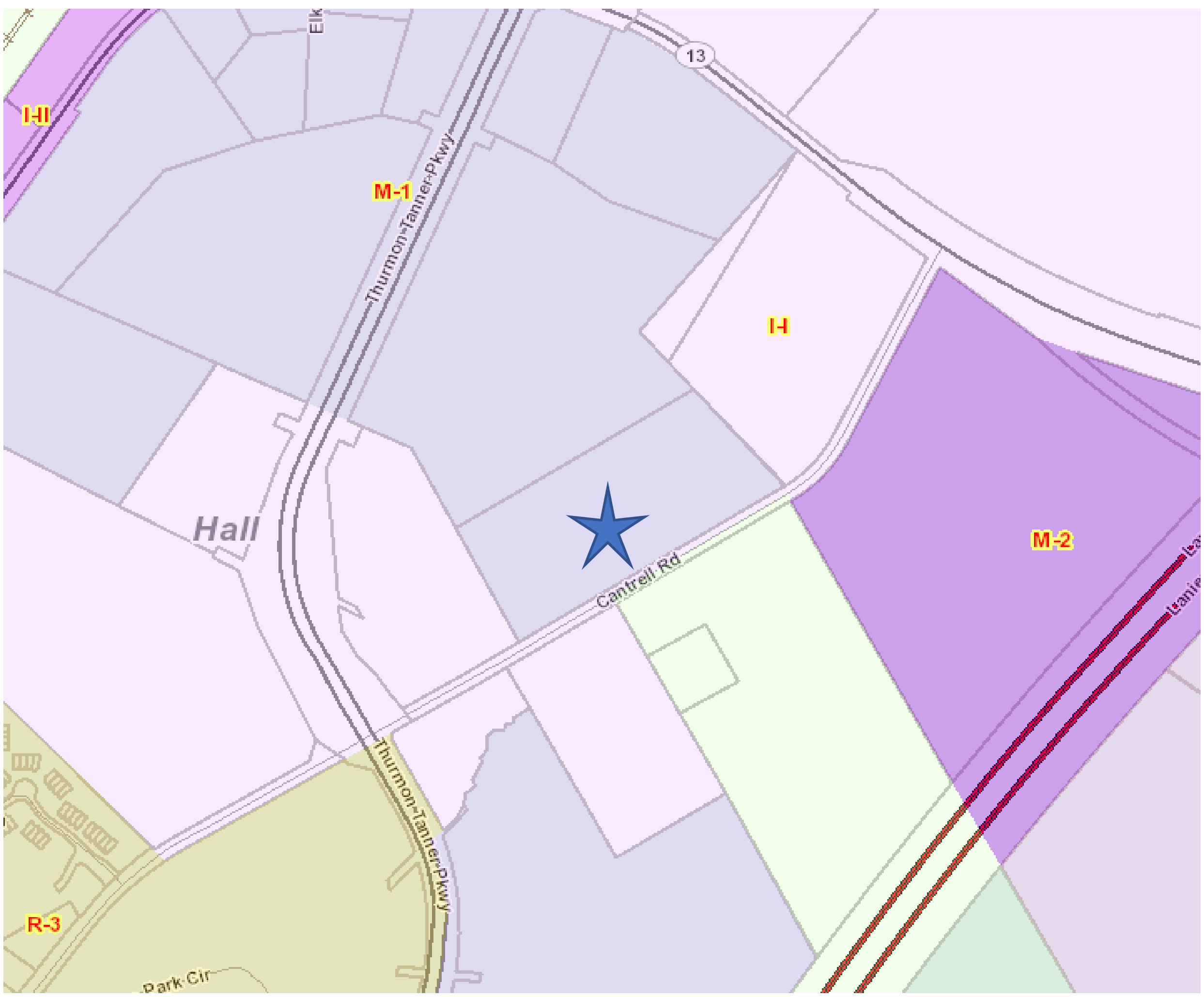
No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
#### DATE	19-048 PROJECT No.

Flowery Branch

Project: Cantrell Road Townhomes – Chris Hill
Location: 08092 000005
Current Use: Vacant
Current Zoning: M-1
Proposed Zoning: R-3
Annexation: N/A
Current Character Area: Industrial Employment

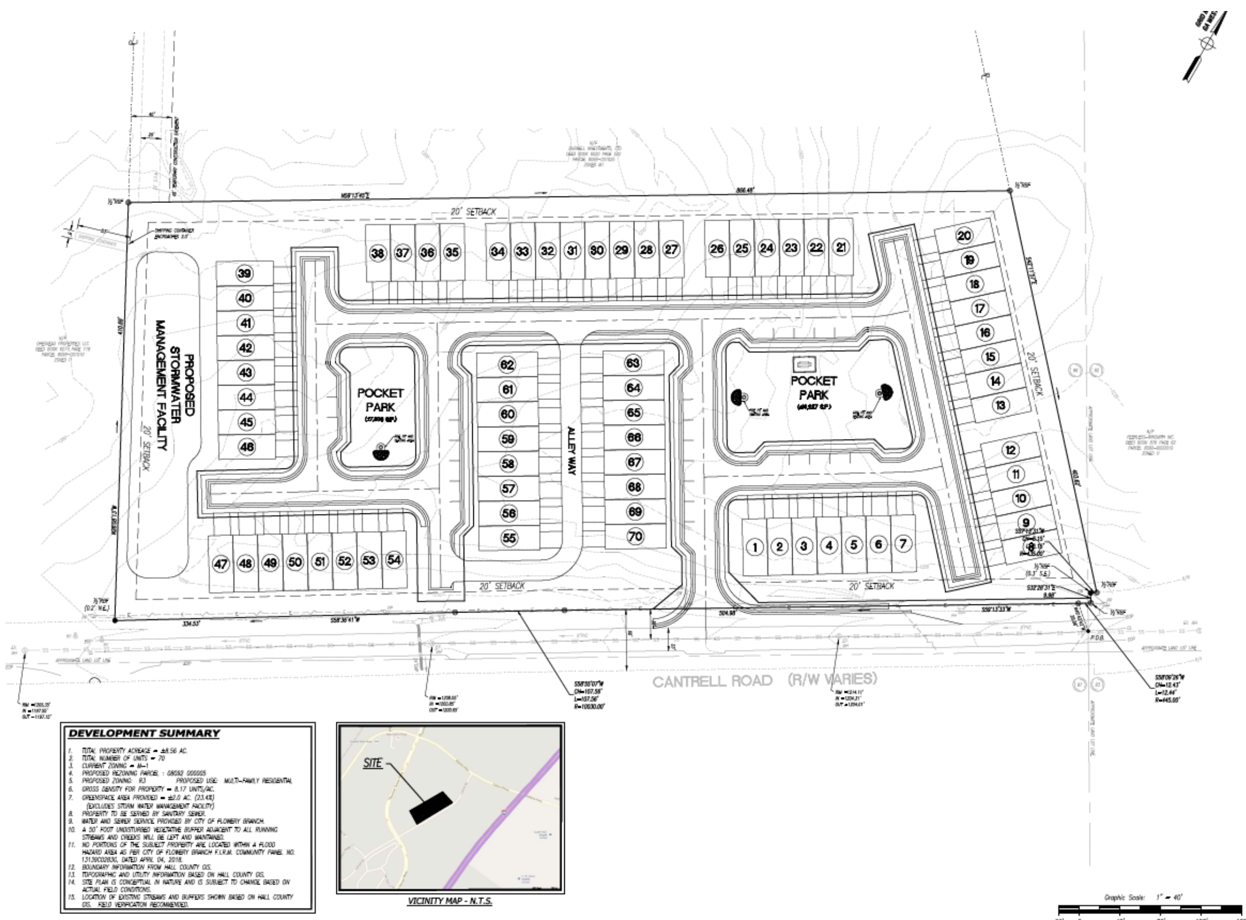
Chris Hill of HillGrove Homes has applied to rezone an 8.56 +/- acre tract of land located at Cantrell Road/Thurmon Tanner Parkway from M-1 (Light Industrial) to R-3 (Residential Multifamily) for the purpose of constructing a 72-unit townhome development.



1

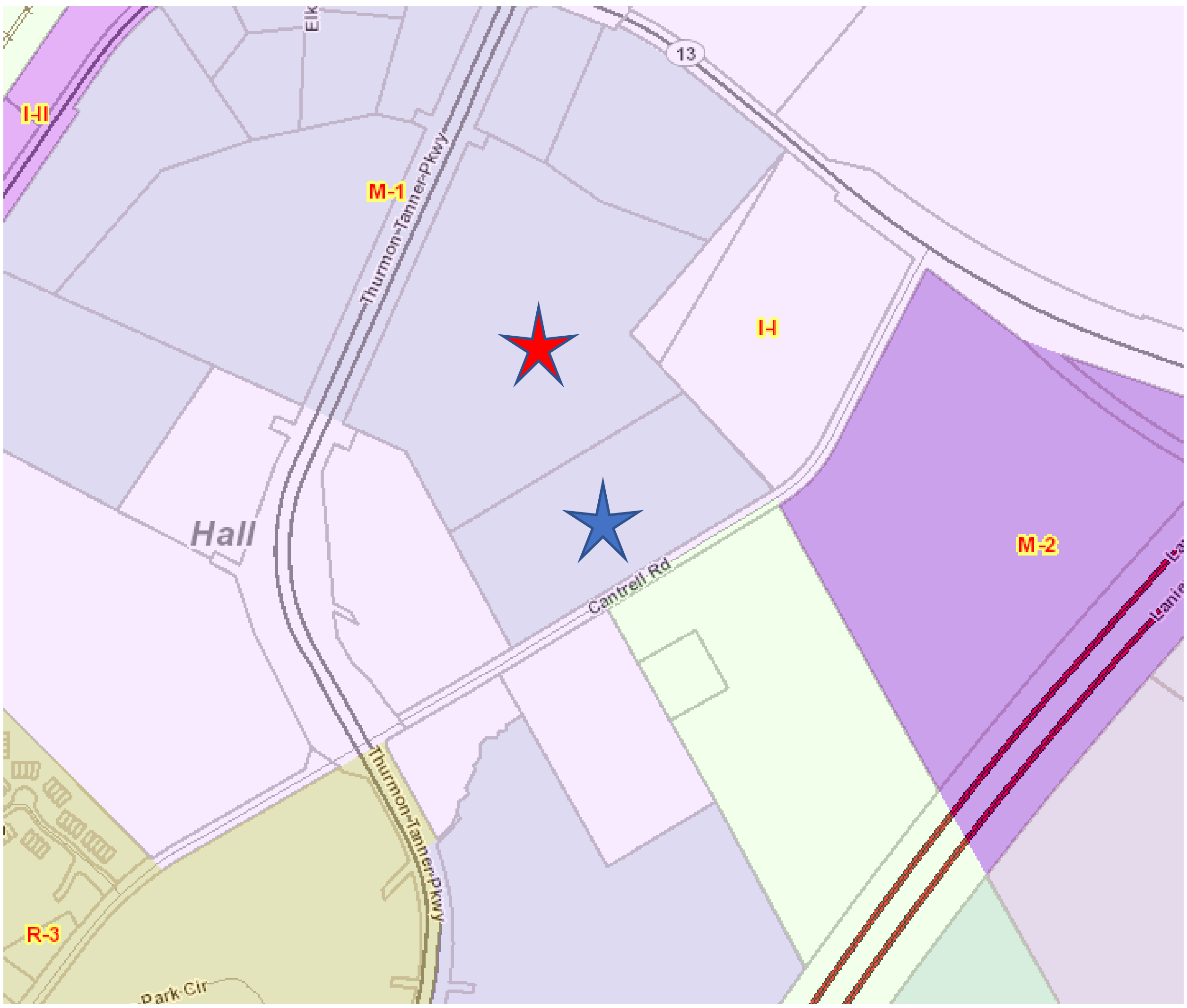
A similar proposal for a townhome development on this site was proposed by Mr. Hill in May of 2019. City Council denied the rezoning.

Proposed layout:



2

A project (denoted by the red star) for a 204,000 warehouse/distribution center has been approved for a land disturbance permit. The project is delayed by the COVID-19 pandemic but is still expected to start within approximately 6 months.



3

Schedule:
November 19th, 2020 – Public Hearing/Work Session
December 3rd, 2020 – Work Session (if needed)
January 7th, 2021 – First Vote
February 4th, 2021 – Work Session (if needed)
February 18th, 2021 – Second Vote

Staff recommends denial of the request for the following reasons:

1. The request is not consistent with the Flowery Branch Comprehensive Plan. The character area for this site (and the surrounding area) is Industrial Employment. A residential product is not consistent with this vision. This character area is meant to provide jobs – not housing.
2. Mix of uses is necessary for smart and healthy growth. Flowery Branch is lacking in industrial and commercial uses. Allowing this site to become residential could prevent one of the few industrial zoned areas of the City to ever be developed.
3. The request is not consistent with the surrounding uses. If approved, it creates an isolated residential zoning piece.
4. Exit 14 and Thurmon Tanner Parkway are vital transportation routes for industrial uses. The City assisted with the development of Thurman Tanner Parkway for this very reason.

Sign posted on property October 13th, 2020:

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
REZONING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Flowery Sign

Branch City Council to consider a request from Hillgrove Homes to rezone a parcel of land totaling 8.56 +/- acres. Property is identified as follows:

0 Atlanta Highway; Tax Parcel Number: 08092 000005

The applicant is requesting to rezone the property from Light Industrial (M1) to Multi-Family Residential (R3).

WHEN:	November 19, 2020 - 6:00 p.m.
WHERE:	5410 Pine Street; City Hall Council Chambers
MAIL:	PO Box 757
TELEPHONE:	(770) 967-6371

Rich@flowerybranchga.org

Ad run in the Gainesville Times October 28th, 2020:

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
FOR REZONING

NOTICE IS HEREBY GIVEN (pursuant to O.C.G.A.§ 36-36-1) that a public hearing will be held before the City of Flowery Branch City Council to consider a request from Hillgrove Homes to rezone a vacant 8.56 +/- tract of land identified as tax parcel number 08092 000005 and also as 0 Atlanta Highway from M1 (Light Industrial) to R3 (Multi-family Residential).

NOTICE IS HEREBY GIVEN that the Mayor & Council have the power to impose a different zoning designation from the requested and impose or delete zoning conditions that may change the application considerably. The public is invited to attend this meeting at City Hall, 5410 Pine Street, Flowery Branch, Georgia.

WHEN:	November 19, 2020 - 6:00 p.m.
WHERE:	City Hall Council Chambers
MAIL:	PO Box 757
TELEPHONE:	(770) 967-6371

PERSONS INTERESTED IN THIS MATTER are invited to review the application for annexation and rezoning which is on file with the City Clerk of the City of Flowery Branch and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. For more information, contact Rich Atkinson, Community Development Director at:

Rich@flowerybranchga.org

****

In compliance with the Americans with Disabilities Act of 1990, the City of Flowery Branch is committed to providing reasonable accommodations for a person with a disability. Please contact the Flowery Branch City Clerk Vickie Short at:

Vickies@flowerybranchga.org

If special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

Public Hearing Published	10/28/20	First Reading	01/07/21
Public Hearing	11/19/20	Adopted	02/18/21

ORDINANCE NO. 20-XXXX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 8.56 +/- ACRE TRACT OF LAND OWNED BY MARSHA MENDEL COMMONLY KNOWN AS 0 ATLANTA HIGHWAY, IDENTIFIED AS TAX PARCEL NO. 08092 000005, AS SHOWN ON EXHIBIT "A" AND AS LEGALLY DESCRIBED ON EXHIBIT "B" BY REZONING SAID PARCEL FROM M1 (LIGHT INDUSTRIAL) TO R3 (MULTIFAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Cantrell Land Holdings, LLC owns all that tract or parcel of land totaling 8.56 +/- acres identified as Parcel Tax Identification No. 08092 000005, as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by HillGrove Homes, and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of November 19th , 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. <u>FINDINGS.</u>

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

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M-1.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. REZONING

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from M-1 (Light Industrial) to R-3 (Multi-Family Residential) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 19th, 2021.

SECTION 6. REPEALER.

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

Approved this 18th day of February 2021.

James M. Miller, Mayor

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”

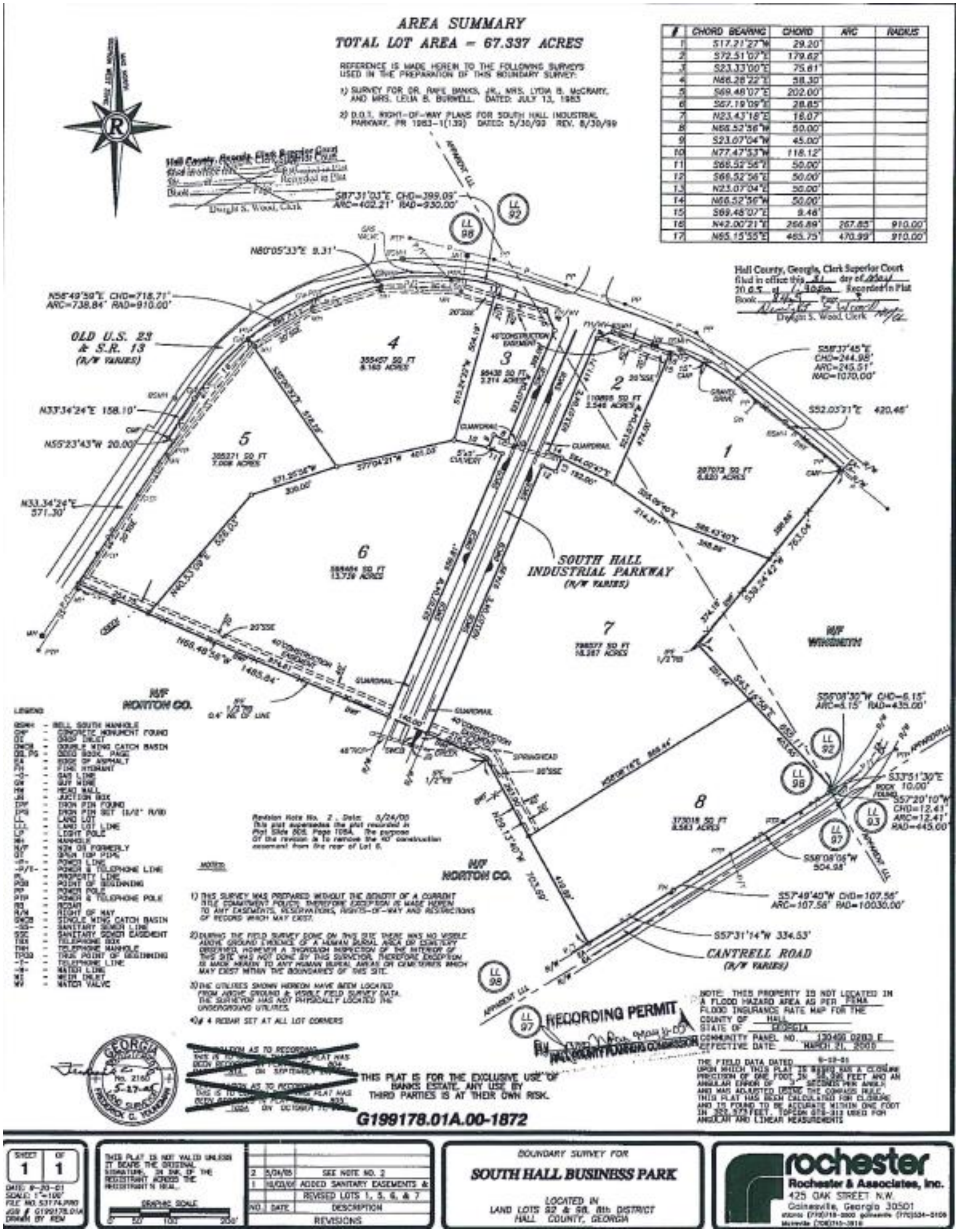

AREA SUMMARY
TOTAL LOT AREA = 67.337 ACRES
| CHORD BEARING | CHORD | ARC | RADIUS
1 | S17.21'27"W | 29.20'
2 | S72.51'07"E | 179.62'
3 | S23.33'00"E | 75.61'
4 | N66.28'22"E | 58.30'
5 | S69.48'07"E | 202.00'
6 | S67.19'09"E | 28.85'
7 | N23.43'18"E | 18.07'
8 | N66.52'56"W | 50.00'
9 | S23.07'04"W | 45.00'
10 | N77.47'53"W | 118.12'
11 | S66.52'56"E | 50.00'
12 | S66.52'56"E | 50.00'
13 | N23.07'04"E | 50.00'
14 | N66.52'56"W | 50.00'
15 | S69.48'07"E | 9.46'
16 | N42.00'21"E | 266.89' | 267.85' | 910.00'
17 | N65.15'55"E | 465.75' | 470.99' | 910.00'
Hall County, Georgia, Clerk Superior Court
Dwight S. Wood, Clerk
OLD U.S. 23 & S.R. 13 (R/W VARIES)
SOUTH HALL INDUSTRIAL PARKWAY (R/W VARIES)
CANTRELL ROAD (R/W VARIES)
N/F NORTON CO.
N/F WINGNETH
RECORDING PERMIT
THIS PLAT IS FOR THE EXCLUSIVE USE OF BANKS ESTATE. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
G199178.01A.00-1872
BOUNDARY SURVEY FOR
SOUTH HALL BUSINESS PARK
LOCATED IN LAND LOTS 92 & 98, 8th DISTRICT HALL COUNTY, GEORGIA
rochester
Rochester & Associates, Inc.
425 OAK STREET N.W.
Gainesville, Georgia 30501

Exhibit “B”

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 92 and 98 of the 8th District of Hall County, Georgia and being more particularly described as follows:

Begin at a point located at intersection of the southwesterly right-of-way of Old U.S. 23/S.R. 13 (variable r/w) and the southeasterly right-of-way of South Hall Industrial Parkway (variable r/w) if extended to form a point; THENCE South 23 degrees 54 minutes 39 seconds West a distance of 452.06 feet to a point; THENCE South 66 degrees 05 minutes 21 seconds East a distance of 50.00 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE South 63 degrees 13 minutes 12 seconds East a distance of 192.00 feet to a point;

THENCE South 54 degrees 22 minutes 05 seconds East a distance of 214.31 feet to a point;

THENCE South 68 degrees 56 minutes 05 seconds East a distance of 368.88 feet to a point;

THENCE South 40 degrees 12 minutes 17 seconds West a distance of 374.18 feet to a point;

THENCE South 42 degrees 29 minutes 23 seconds East a distance of 251.46 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE South 42 degrees 29 minutes 23 seconds East a distance of 403.65 feet to a point located on the northwesterly right-of-way of Cantrell Road having a variable R/W width;

THENCE along said right-of-way for the following six courses and distances:

THENCE along a curve to the right for an arc length of 6.15 feet, having a radius of 435.00 feet, being subtended by a chord bearing South 56 degrees 56 minutes 05 seconds West, for a distance of 6.15 feet to a point;

THENCE South 33 degrees 03 minutes 55 seconds East a distance of 10.00 feet to a point; THENCE along a curve to the right for an arc length of 12.41 feet, having a radius of 445.00 feet, being subtended by a chord bearing South 58 degrees 07 minutes 45 seconds West, for a distance of 12.41 feet to a point;

THENCE South 58 degrees 55 minutes 41 seconds West a distance of 504.98 feet to a point;

THENCE along a curve to the right for an arc length of 107.56 feet, having a radius of 10,030.00 feet, being subtended by a chord bearing South 58 degrees 37 minutes 15 seconds West, for a distance of 107.56 feet to a point;

THENCE South 58 degrees 18 minutes 49 seconds West a distance of 334.53 feet to a point;

THENCE North 28 degrees 26 minutes 05 seconds West a distance of 410.69 feet leaving said right-of-way to a point;

THENCE North 58 degrees 55 minutes 52 seconds East a distance of 866.44 feet to a point, said point being THE TRUE POINT OF BEGINNING.

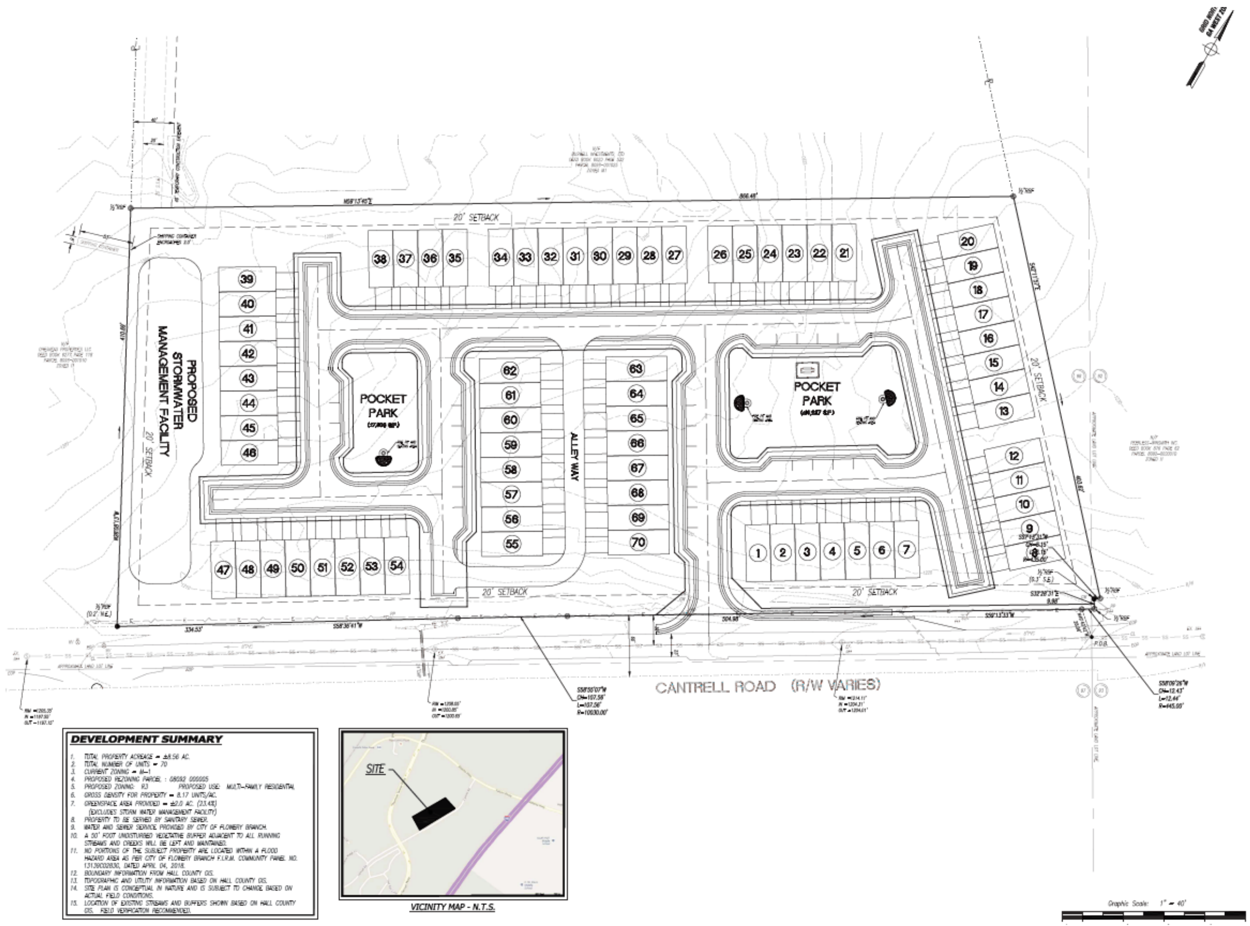
The above described property contains an area of 8.563 acres more or less.

Exhibit “C”

Conditions

1. All dimensional requirements as set forth in Table 6.2 of the zoning ordinance shall be met.
2. The townhomes shall be constructed of stacked stone, brick, and cementious fiberboard.

3. Site layout shall significantly adhere to the site plan as submitted by the applicant and as shown below:



4. Any significant changes to the approved plan shall be brought before the Flowery Branch City Council for review.
5. A detailed landscape plan shall be submitted for approval as part of the land disturbance submittal.
6. Elevations showing all four sides of the primary structure shall be submitted concurrently with the building permit application.
7. All street trees shall have tree wells to protect the sidewalks and street.
8. Water and sewer shall be supplied by the City of Flowery Branch

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public hearing and work session discussion for a proposed rezoning of an 8.56+/- tract of land known as tax parcel 08092 000005 from M-1 (Light Industrial) to R-3 (Multi-family) submitted by HillGrove Homes.

COUNCIL MEETING DATE: November 19, 2020

HISTORY:
A similar request to rezone this property was submitted by the same applicant and was denied by City Council in May of 2019.

Schedule:
November 19th, 2020 – Public Hearing/Work Session
December 3rd, 2020 – Work Session (if needed)
January 7th, 2021 – First Vote
February 4th, 2021 – Work Session (if needed)
February 18th, 2021 – Second Vote

FACTS AND ISSUES:
The proposed residential townhome development is not consistent with the adopted comprehensive plan nor is it consistent with surrounding zoning or uses. The cost for the construction and maintenance of Thurmon Tanner Parkway should be financially supported by the highest and best use of this corridor, which has historically been deemed to be Light to Heavy Industrial. A divided four-lane parkway is typically built to support the transportation of workers, deliveries, and trucks for commercial and industrial uses, not residential use. A residential development on this property will be isolated from other residential development and not be supported as part of the larger Flowery Branch community. Staff believes the request should be denied for these reasons.

OPTIONS:
Public hearing and work session with no vote at the November 19th, 2020 meeting.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
The staff recommends denial of this application.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- Submitted Application Package CORRECTED.pdf
- 19048 - 500 Site Plan - Townhomes - 092420.pdf
- Staff Report 2020.pdf
- Ordinance .pdf

Flowery Branch

REZONING APPLICATION

Date: September 23, 2020

Address of Request:
Atlanta Highway
Lot 8 - Cantrell Road

Tax Map # 08092 000005 Current Zoning: M-1

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

Currently a conforming use? Yes. The property is vacant.

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

Applicant Information

Name: HillGrove Homes c/o Mahaffey Pickens Tucker, LLP

Address: 1550 N Brown Rd, Ste 125, Lawrenceville, GA 30043

E-mail address: slanham@mptlawfirm.com

Phone number: 770 232 0000

Signature: ______

Notary: Gita T. Williams

GITA T. WILLIAMS NOTARY EXPIRES GEORGIA 04-03-2023 PUBLIC BARROW COUNTY

RECEIVED DEPARTMENT OF COMMUNITY DEVELOPMENT
Flowery Branch
9.25.20

Flowery Branch

REZONING APPLICATION

Date: September 23, 2020

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Lot 8 - Cantrell Road

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Applicant Information

Name: HillGrove Homes c/o Mahaffey Pickens Tucker, LLP

Address: 1550 N Brown Rd, Ste 125, Lawrenceville, GA 30043

E-mail address: slanham@mptlawfirm.com

Phone number: 770 232 0000

Signature: ____________

Notary: Dawn Westmoreland
exp. 12/19/2020

DAWN WESTMORELAND
MY COMMISSION EXPIRES
NOTARY PUBLIC
DECEMBER 19, 2020
GWINNETT COUNTY, GEORGIA

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Cantrell Land Holdings, LLC

Signature of property owner: [signature]

Notary: DAWN WESTMORELAND NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 19, 2020

Dawn Westmoreland
exp. 12/19/2020

Property Information

Tax Map Number: 08092 000005

Current Zoning: M-1 Total Acres: +/-8.56

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant land

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

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

- Legal description
- Current survey of property

Flowery Branch

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

Conflict of Interest Disclosure

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

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

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

Flowery Branch

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	

CITY STAFF ONLY

Application Received By: ______________________________

Date: ______________ Total Fee: ______________________________

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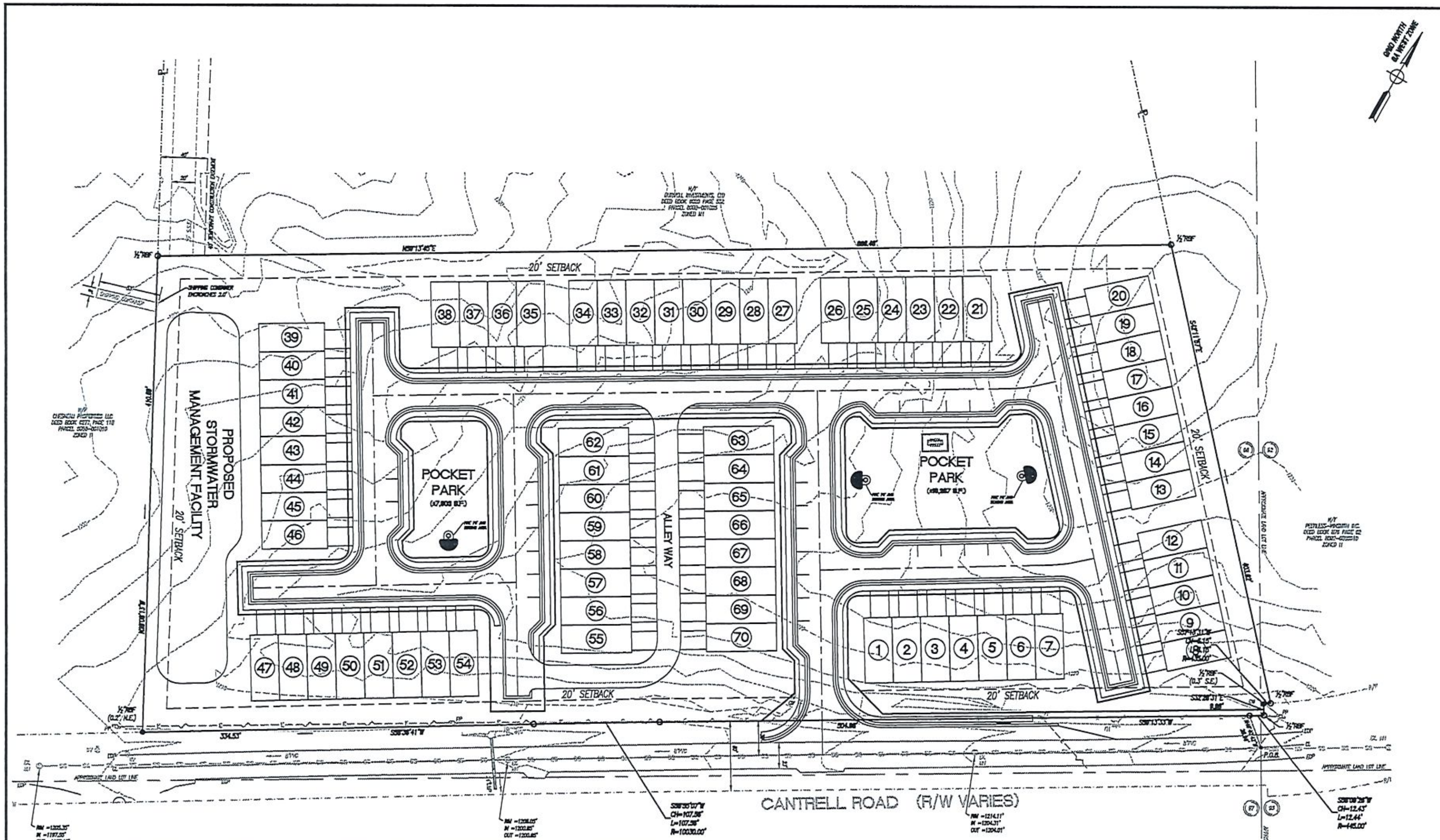

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±8.56 AC.
2. TOTAL NUMBER OF UNITS = 70
3. CURRENT ZONING = M-1
4. PROPOSED REZONING PARCEL : 08092 000005
5. PROPOSED ZONING: R3 PROPOSED USE: MULTI-FAMILY RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 8.17 UNITS/AC.
7. GREENSPACE AREA PROVIDED = ±2.0 AC. (23.4%) (EXCLUDES STORM WATER MANAGEMENT FACILITY)
8. PROPERTY TO BE SERVED BY SANITARY SEWER.
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0283G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
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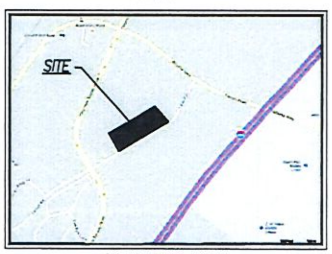

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CONTACT:
CHRIS HILL

PROJECT NAME:
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District
CITY OF FLOWERY BRANCH
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County, State

No.	REVISION	DATE
1		
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DESIGN: AS SHOWN SCALE
KWB DRAWN
CHECKED: 1 of 1 SHEET
DATE: 19-048 PROJECT No.

Section 34.7 Analysis Requirements.

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

Yes. Approval of the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The surrounding area is characterized by a diverse mix of land uses including industrial, single-family residential, multi-family residential, and institutional uses. The proposed single-family attached townhome community will complement the exiting land use mix and provide high-quality housing that is convenient for people working in nearby employment centers.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

No. approval of the proposal will not adversely affect the existing use or usability of adjacent or nearby property. Rather, the proposed development will complement adjacent and surrounding land uses.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

No. The property to be affected by the proposal cannot be used as proposed in accordance with the existing regulations. The applicant respectfully submits that, due to its size, location, layout, and topography, the subject property does not have a reasonable economic use as currently zoned.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

No. Approval of the proposal would not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The property is located on Cantrell Road with access to utilities. The property also enjoys convenient access to major thoroughfares such as Thurmon Tanner Parkway, Atlanta Highway (State Route 13), and Lanier Parkway (Interstate 985).

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

Yes. The proposal is in conformity with the policy and intent of the comprehensive plan. Generally, the Comprehensive Plan encourages residential development, expanding housing options for residents, and supporting downtown. The proposed development would provide high-quality, attractive housing for a growing city. Moreover, at approximately one mile away, the proposed development has convenient access to downtown. Residents of the proposed community would have easy vehicular, bicycle, or pedestrian access to downtown with its shopping, dining, and entertainment options.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

Yes. Recent expansions of I-985 interchanges, development of nearby townhome communities, and the growth of Flowery Branch's population provide additional supporting grounds for approval of the proposal.

(g) Existing use(s) and zoning of the subject property and nearby properties.

The subject property is wooded and vacant and is currently zoned M-1. Nearby property is zoned AR-III, O-I, M-1, I-I, M-2, and R-3. Nearby land uses include industrial, nursing home, residential/agricultural, apartments, and townhomes.

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

The subject property has been vacant as currently zoned for years. The property does not have significant value as currently zoned for industrial uses and is better suited for use and development as a residential community as proposed by the Applicant.

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

Approval of the proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. Rather, the proposed development will complement adjacent property by providing high-quality, attractive housing for nearby employment centers.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

The proposed development would not create an isolated zoning district unrelated to adjacent and nearby districts. The property is located directly across the street from land zoned for residential uses as well as another property zoned O-I, but used as a residential nursing home. The property is only +/-615 feet from additional land zoned R-3 in the City.

The property is also located across the street from land designated as within the Activity Center Character Area which encourages residential development.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.

The proposed development is compatible with adjacent and nearby zoning classifications and land uses and would complement nearby employment centers as well as the downtown district.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

The proposed residential development would not have negative environmental impacts and would actually provide significant areas of greenspace for the use and enjoyment of residents.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The proposed development fits squarely within the purpose of the Zoning Ordinance and the policies of the Comprehensive Plan. The proposed residential development would provide high-quality, attractive housing for residents, it would support the development and expansion of the downtown district, and would complement nearby employment centers.

Mahaffey Pickens Tucker, LLP
ATTORNEYS AT LAW

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
W. Brady Hughes

Shane M. Lanham
Austen T. Mabe
Jeffrey R. Mahaffey
Steven A. Pickens
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

LETTER OF INTENT FOR REZONING APPLICATION
HILLGROVE HOMES LLC

Mahaffey Pickens Tucker, LLP (the "Applicant") submits this Letter of Intent and attached Rezoning Application for the purpose of requesting the rezoning of an approximately 8.56-acre tract of land (the "Property") situated along Cantrell Road between Thurmon Tanner Parkway and Atlanta Highway (State Route 13). The surrounding area is characterized by a mix of land uses and zoning classifications which include industrial, multi-family residential, single-family residential, and institutional. The subject is currently wooded and vacant and slopes moderately from northeast to southwest by about forty feet.

The Applicant is requesting to rezone the Property to the R-3 zoning classification in order to develop a single-family attached residential community consisting of approximately seventy attached residential townhomes. The proposed townhomes would feature attractive architectural elements, two-car garages, and would be constructed with facades of brick, stone, and/or fiber cement shake/siding/board and batten. The proposed community would also include approximately 2.0 acres of greenspace which is approximately 23.4% of the Property's area. The proposed common area is located throughout the proposed development and includes two pocket parks towards the center of the community. The pocket parks will feature fire pits with seating areas and other recreational and socializing opportunities for residents. The proposed common area would serve as a focal point and gathering place for residents which would foster a sense of place and community within the proposed development.

The community would include multiple floor plan options with homes having approximately 1,800 square feet of heated floor area. Larger floor plan options would have approximately 2,000 square feet of heated floor area. Townhome buildings would have a maximum building height of 32 feet. The proposed pocket parks would provide over a half acre of active recreation space for residents. The pocket parks, together with internal and external sidewalks enhance the walkability of the community and promote a healthy lifestyle. One lap on the sidewalks around the larger pocket park is approximately 600 feet, so just under nine laps would be a mile. Additionally, one lap around the property's internal perimeter sidewalk is just over 2,700 feet, so two laps would be a mile.

The proposed development is compatible with surrounding land uses and zoning classifications and is in line with the policies of the City of Flowery Branch Comprehensive Plan (the "Comp Plan"). As set forth on the City of Flowery Branch Character Area Map, the intersection of Cantrell Road and Thurmon Tanner Parkway includes land within the Industrial/Employment, Activity Center, and Urban Density Residential character areas. The Property is located directly across the street from an existing nursing home facility and land classified as within the Activity Center Character Area. Policies for the Activity Center and Urban Density Character Areas encourage residential development including "housing to support downtown." In addition to supporting downtown, the proposed residential use would complement nearby employment centers by providing employees with convenient, attractive, and high-quality housing options. Housing policies for the Urban Density Character Area specifically encourage townhomes at densities from six to twelve units per acre. The proposed development fits squarely within that policy at just over 8 units per acre.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Flowery Branch Community Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully requests your approval of this Application.

Respectfully submitted this 25th day of September, 2020.

MAHAFFEY PICKENS TUCKER, LLP

Shane M. Lanham
Attorneys for Applicant

qPublic.net™ Hall County, GA

Summary

Parcel Number	08092 000001D
Location Address	4510 CANTRELL RD
Legal Description	4510 CANTRELL ROAD (Note: Not to be used on legal documents)
Class	I4-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	I1 Note: Refer to map zoning layer for of?cial zoning.
Tax District	COUNTY (District 01)
Millage Rate	27.185
Acres	10
Neighborhood	Industrial Property (50000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

PEERLESS-WINSMITH INC
ATTN: TAX DEPARTMENT
5200 UPPER METRO PLACE
SUITE 110
DUBLIN, OH 43017

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Comm-S Oakwood/N Flwy Branch	Acres	0	0	0	10	1

Commercial Improvement Information

Description	Inds Light Manufacturing-3
Value	$1,513,800
Actual Year Built	1979
Effective Year Built	1989
Square Feet	59495
Wall Height	20
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

qPublic.net™ Hall County, GA

Summary

Parcel Number	08098 001025
Location Address	ATLANTA HWY
Legal Description	18.287 ACS ATLANTA HIGHWAY (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for of?cial zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	18.29
Neighborhood	Commercial - General (40000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

BURWELL INVESTMENTS LTD.
C/O REGION TRUST DEPT
P O DRAWER 937
GAINESVILLE, GA 30503

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-S Oakwood/N Flwy Branch	Acres	796,712	0	0	18.29	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/11/2007	6020 532	845 3	$225,000	PART INTEREST	THE MCCRARY FAMILY PARTNERSHIP, L.P.	BURWELL INVESTMENTS, LTD.
4/11/2007	6020 530	845 3	$225,000	PART INTEREST	THE MCCRARY FAMILY PARTNERSHIP, L.P.	JANE WOOD BANKS AND REGIONS BANK ETAL

Valuation

	2018	2017
Previous Value	$731,600	$731,600
Land Value	$731,600	$731,600
+ Improvement Value	$0	$0
+ Accessory Value	$0	$0
= Current Value	$731,600	$731,600

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

NOTICE TO PROPERTY OWNERS AND OCCUPANTS In accordance with Georgia law (OCGA 48-5-264.1) please be advised that the properties located in Hall County may be visited by our appraisal sta ffconcerning an appeal ?led, return ?led, construction of new improvements or additions and /or conservation use applications or during the course of the normal property appraisal process. The Appraiser/Data Collector will have a photo identi?cation badge and will be driving an appropriately marked vehicle. If

Developed by Schneider GEOSPATIAL

Last Data Upload: 2/11/2019, 12:38:56 AM

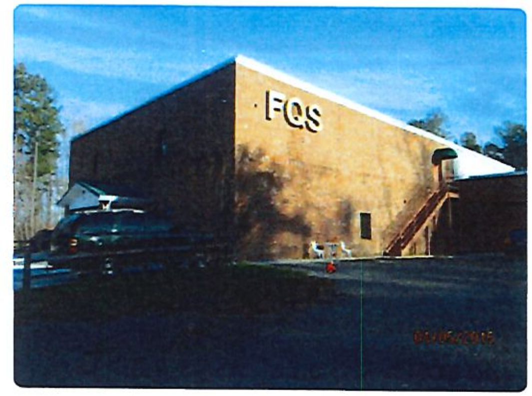
Version 2.2.0

qPublic.net™ Hall County, GA

Summary

Parcel Number	08098 001010
Location Address	4584 CANTRELL RD
Legal Description	4584 CANTRELL ROAD (Note: Not to be used on legal documents)
Class	I4-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	I1 Note: Refer to map zoning layer for of?cial zoning.
Tax District	COUNTY (District 01)
Millage Rate	27.185
Acres	12.6
Neighborhood	Industrial Property (50000)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map



Owner

CHESNEAU PROPERTIES LLC
P.O. BOX 865
BUFORD, GA 30515

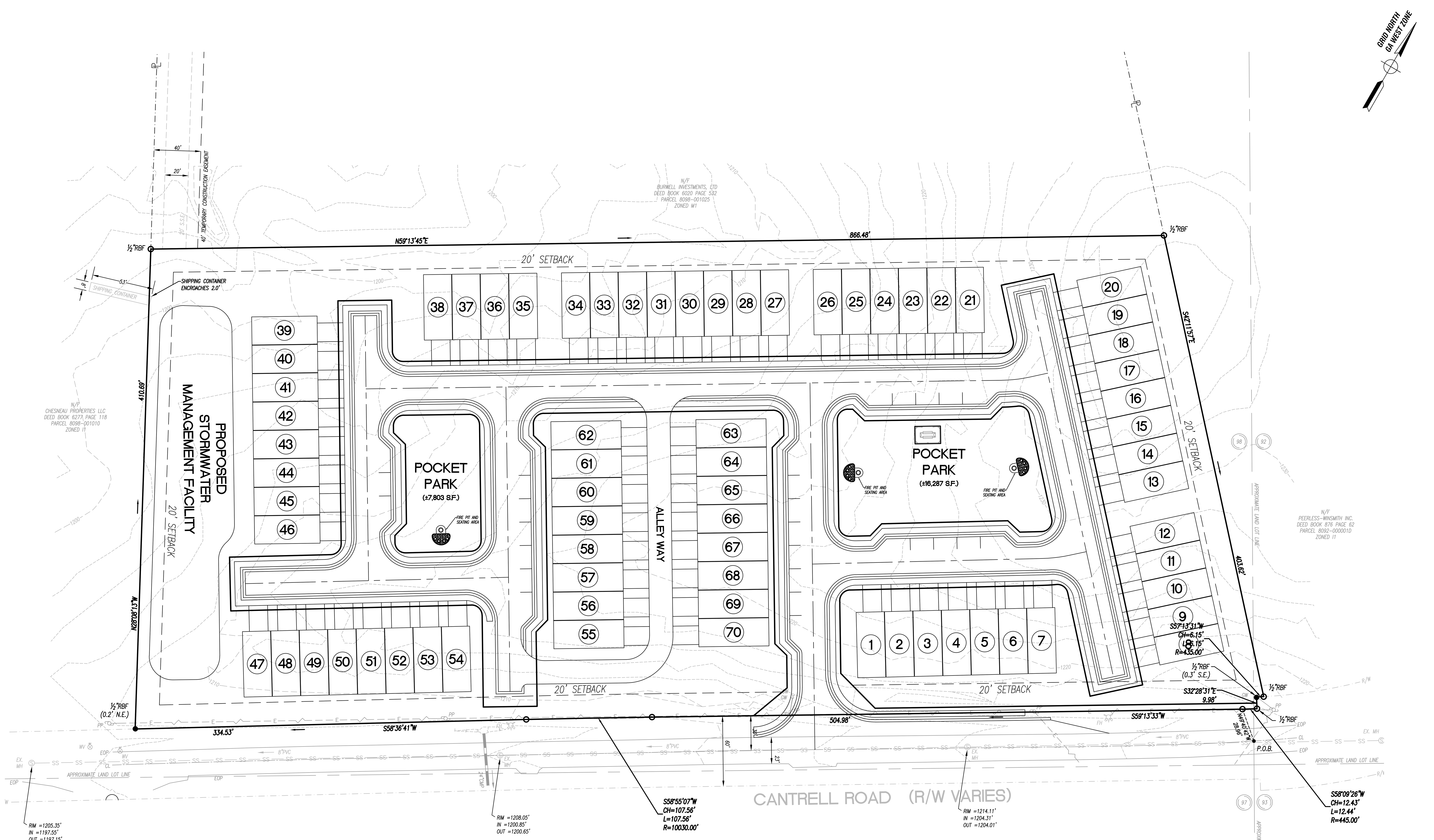
Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Comm-S Oakwood/N Flwy Branch	Acres	548,856	0	0	12.6	1

Commercial Improvement Information

Description	Storage Warehouse-5
Value	$103,100
Actual Year Built	1988
Effective Year Built	1998
Square Feet	6000
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Of?ce Buildings-5
Value	$174,600
Actual Year Built	1988
Effective Year Built	1998
Square Feet	3600



Development Planning & Engineering, Inc.
civil - sanitary - transportation survey

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

PREPARED FOR:

CANTRELL LAND HOLDINGS, LLC.
P.,O. BOX 1929
BUFORD, GA. 30515
CONTACT:
CHRIS HILL

PROJECT NAME:

TOWN AT CANTRELL

TASK:

CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:

TOWN AT CANTRELL
Project Name

19-048
Project Number

CANTRELL ROAD
Project Address

92 & 98
Land Lot No.(s)

8TH DISTRICT
District

CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

No.	REVISION	DATE
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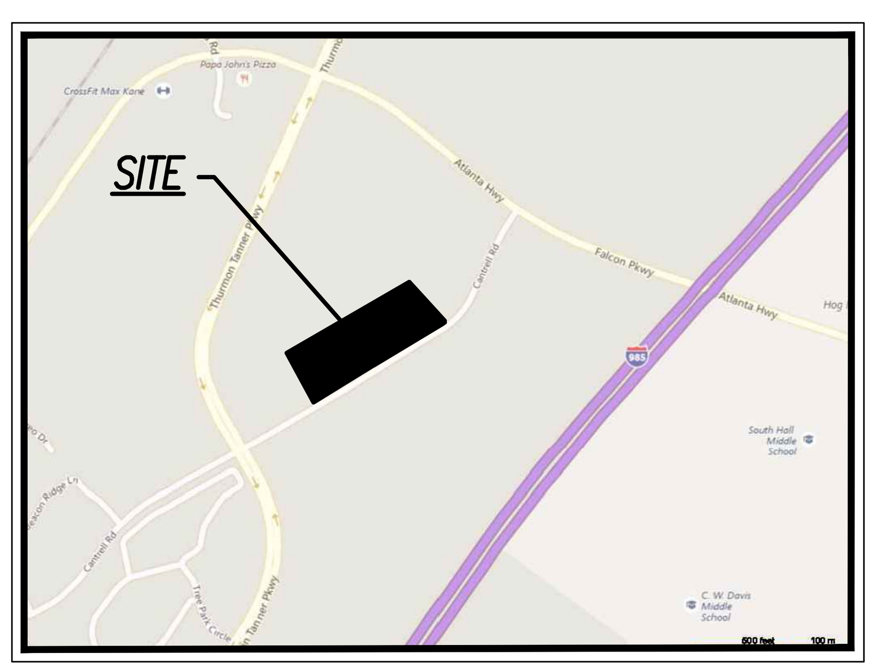
DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
#### DATE	19-048 PROJECT No.

DEVELOPMENT SUMMARY

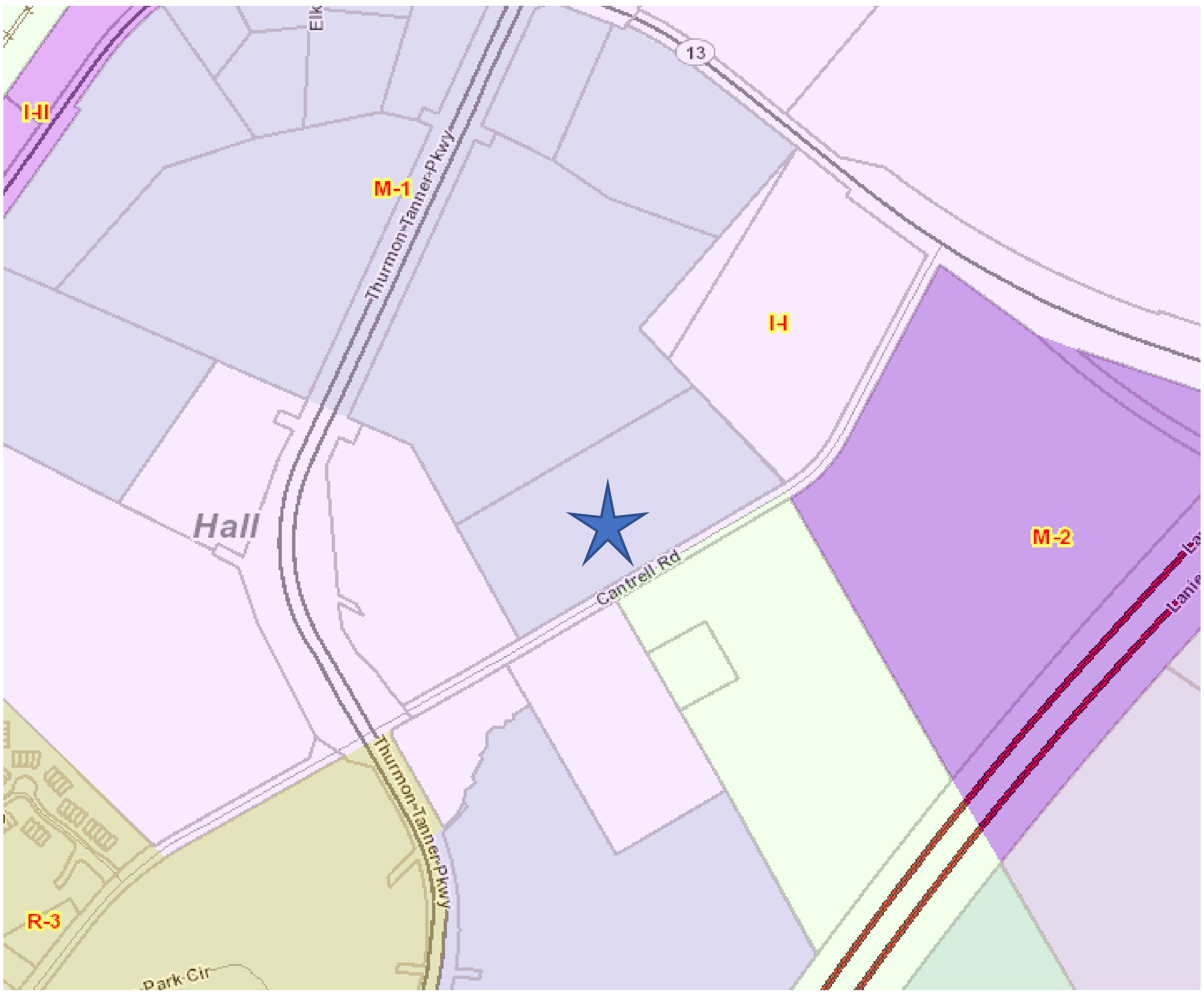
1. TOTAL PROPERTY ACREAGE = ±8.56 AC.
2. TOTAL NUMBER OF UNITS = 70
3. CURRENT ZONING = M-1
4. PROPOSED REZONING PARCEL : 08092 000005
5. PROPOSED ZONING: R3 PROPOSED USE: MULTI-FAMILY RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 8.17 UNITS/AC.
7. GREENSPACE AREA PROVIDED = ±2.0 AC. (23.4%) (EXCLUDES STORM WATER MANAGEMENT FACILITY)
8. PROPERTY TO BE SERVED BY SANITARY SEWER.
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0283G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
15. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.



VICINITY MAP - N.T.S.

Project: Cantrell Road Townhomes – Chris Hill
Location: 08092 000005
Current Use: Vacant
Current Zoning: M-1
Proposed Zoning: R-3
Annexation: N/A
Current Character Area: Industrial Employment

Chris Hill of HillGrove Homes has applied to rezone an 8.56 +/- acre tract of land located at Cantrell Road/Thurmon Tanner Parkway from M-1 (Light Industrial) to R-3 (Residential Multifamily) for the purpose of constructing a 72-unit townhome development.



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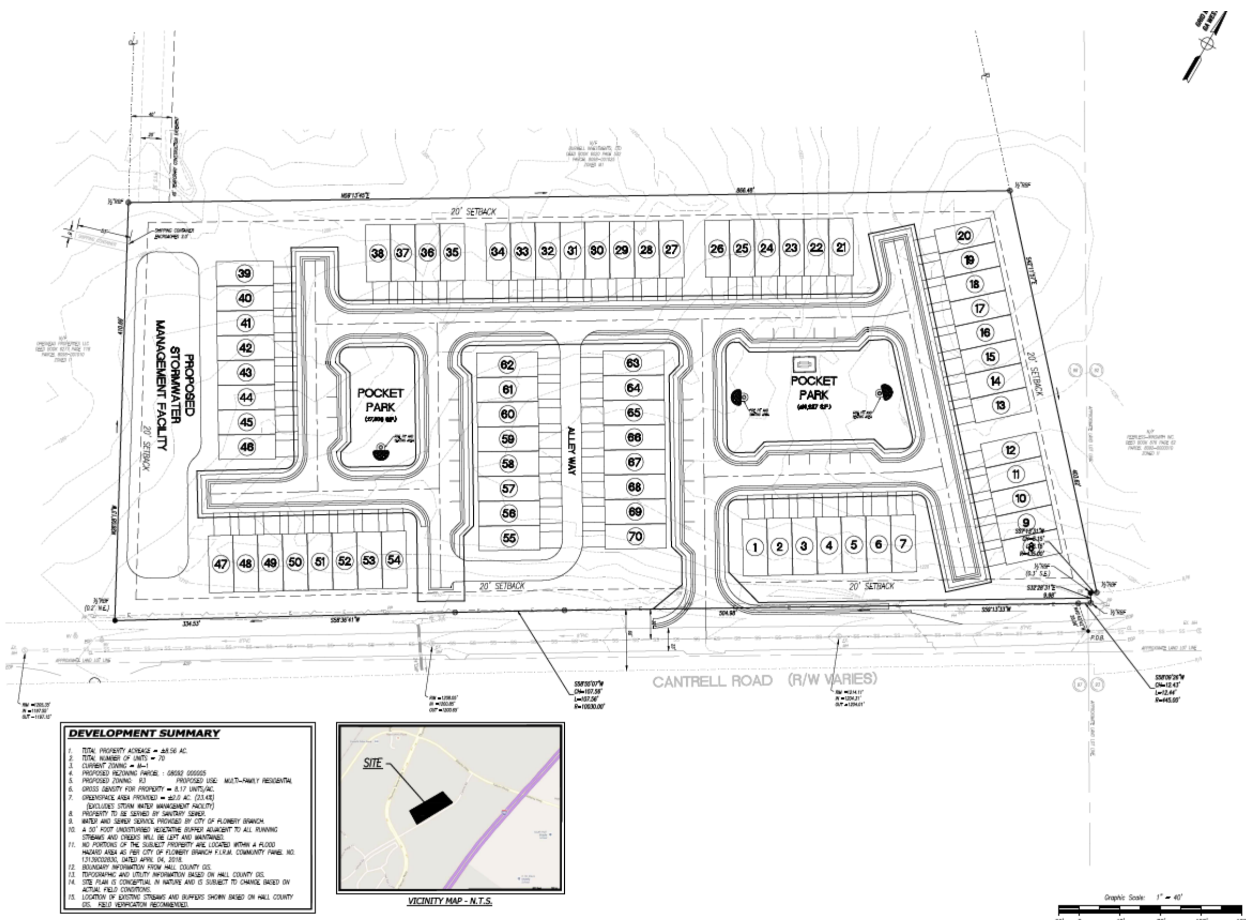
A similar proposal for a townhome development on this site was proposed by Mr. Hill in May of 2019. City Council denied the rezoning.

Proposed layout:



Flowery Branch

A project (denoted by the red star) for a 204,000 warehouse/distribution center has been approved for a land disturbance permit. The project is delayed by the COVID-19 pandemic but is still expected to start within approximately 6 months.

Schedule:
November 19th, 2020 – Public Hearing/Work Session
December 3rd, 2020 – Work Session (if needed)
January 7th, 2021 – First Vote
February 4th, 2021 – Work Session (if needed)
February 18th, 2021 – Second Vote

Staff recommends denial of the request for the following reasons:

1. The request is not consistent with the Flowery Branch Comprehensive Plan. The character area for this site (and the surrounding area) is Industrial Employment. A residential product is not consistent with this vision. This character area is meant to provide jobs – not housing.
2. Mix of uses is necessary for smart and healthy growth. Flowery Branch is lacking in industrial and commercial uses. Allowing this site to become residential could prevent one of the few industrial zoned areas of the City to ever be developed.
3. The request is not consistent with the surrounding uses. If approved, it creates an isolated residential zoning piece.
4. Exit 14 and Thurmon Tanner Parkway are vital transportation routes for industrial uses. The City assisted with the development of Thurman Tanner Parkway for this very reason.

Sign posted on property October 13th, 2020:

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
REZONING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Flowery Sign

Branch City Council to consider a request from Hillgrove Homes to rezone a parcel of land totaling 8.56 +/- acres. Property is identified as follows:

0 Atlanta Highway; Tax Parcel Number: 08092 000005

The applicant is requesting to rezone the property from Light Industrial (M1) to Multi-Family Residential (R3).

WHEN:	November 19, 2020 - 6:00 p.m.
WHERE:	5410 Pine Street; City Hall Council Chambers
MAIL:	PO Box 757
TELEPHONE:	(770) 967-6371

Rich@flowerybranchga.org

Ad run in the Gainesville Times October 28th, 2020:

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
FOR REZONING

NOTICE IS HEREBY GIVEN (pursuant to O.C.G.A.§ 36-36-1) that a public hearing will be held before the City of Flowery Branch City Council to consider a request from Hillgrove Homes to rezone a vacant 8.56 +/- tract of land identified as tax parcel number 08092 000005 and also as 0 Atlanta Highway from M1 (Light Industrial) to R3 (Multi-family Residential).

NOTICE IS HEREBY GIVEN that the Mayor & Council have the power to impose a different zoning designation from the requested and impose or delete zoning conditions that may change the application considerably. The public is invited to attend this meeting at City Hall, 5410 Pine Street, Flowery Branch, Georgia.

WHEN:	November 19, 2020 - 6:00 p.m.
WHERE:	City Hall Council Chambers
MAIL:	PO Box 757
TELEPHONE:	(770) 967-6371

PERSONS INTERESTED IN THIS MATTER are invited to review the application for annexation and rezoning which is on file with the City Clerk of the City of Flowery Branch and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. For more information, contact Rich Atkinson, Community Development Director at:

Rich@flowerybranchga.org

****

In compliance with the Americans with Disabilities Act of 1990, the City of Flowery Branch is committed to providing reasonable accommodations for a person with a disability. Please contact the Flowery Branch City Clerk Vickie Short at:

Vickies@flowerybranchga.org

If special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

Public Hearing Published	10/28/20	First Reading	01/07/21
Public Hearing	11/19/20	Adopted	02/18/21

ORDINANCE NO. 20-XXXX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 8.56 +/- ACRE TRACT OF LAND OWNED BY MARSHA MENDEL COMMONLY KNOWN AS 0 ATLANTA HIGHWAY, IDENTIFIED AS TAX PARCEL NO. 08092 000005, AS SHOWN ON EXHIBIT "A" AND AS LEGALLY DESCRIBED ON EXHIBIT "B" BY REZONING SAID PARCEL FROM M1 (LIGHT INDUSTRIAL) TO R3 (MULTIFAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Cantrell Land Holdings, LLC owns all that tract or parcel of land totaling 8.56 +/- acres identified as Parcel Tax Identification No. 08092 000005, as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by HillGrove Homes, and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of November 19th , 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M-1.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. REZONING

The subject parcel, as shown on Exhibit "A" and as legally described in Exhibit "B", is hereby rezoned from M-1 (Light Industrial) to R-3 (Multi-Family Residential) and conditioned as shown on attached Exhibit "C". Said Exhibits are incorporated.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 19th, 2021.

SECTION 6. REPEALER.

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

Approved this 18th day of February 2021.

____
James M. Miller, Mayor

____
Vickie Short, City Clerk

APPROVED AS TO FORM

____
E. Ronald Bennett, City Attorney

Exhibit “A”

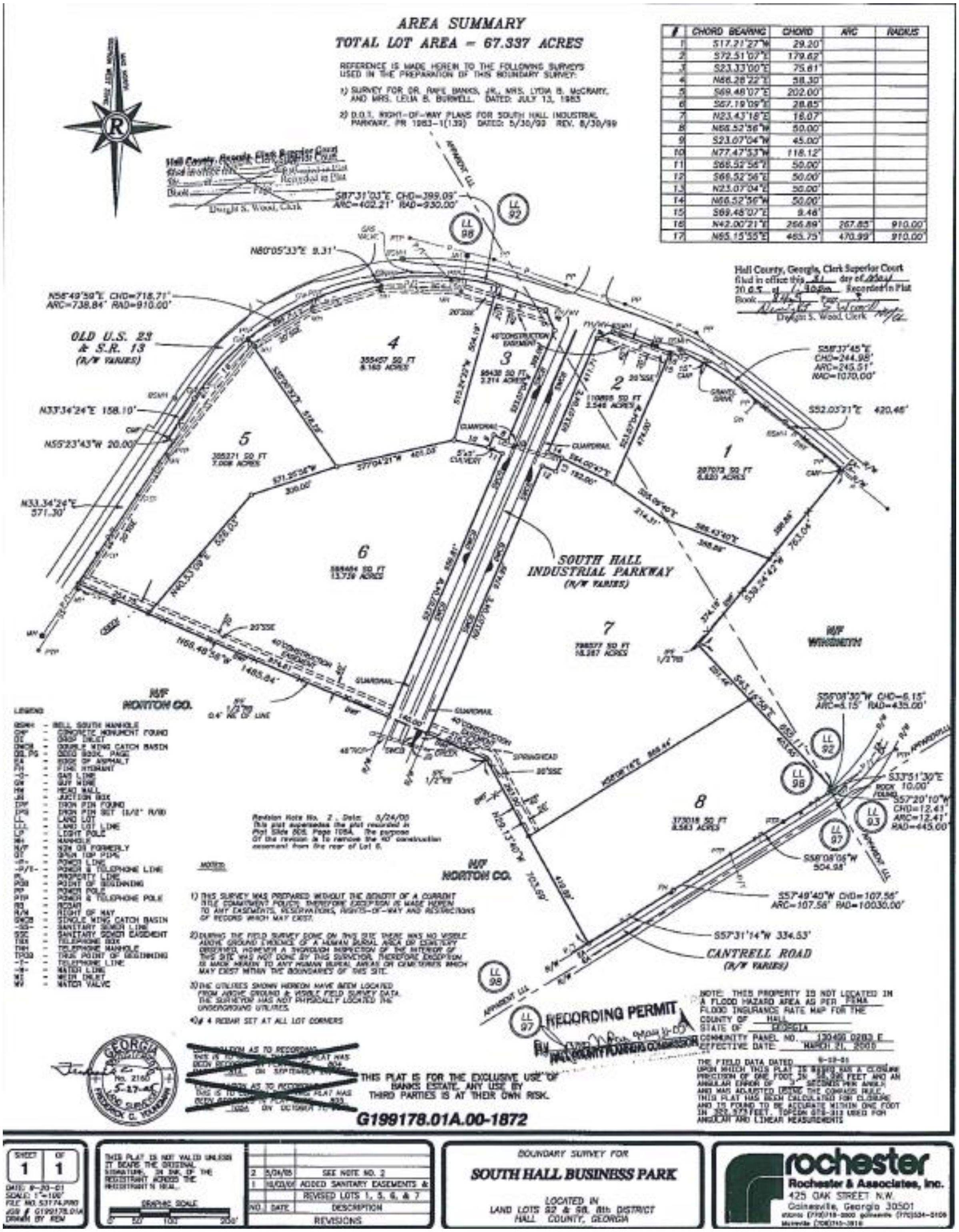

AREA SUMMARY
TOTAL LOT AREA = 67.337 ACRES
REFERENCE IS MADE HEREIN TO THE FOLLOWING SURVEYS USED IN THE PREPARATION OF THIS BOUNDARY SURVEY:
1) SURVEY FOR DR. RAFE BANKS, JR., MRS. LYDIA B. McCRARY, AND MRS. LELIA B. BURWELL. DATED: JULY 13, 1983
2) D.O.T. RIGHT-OF-WAY PLANS FOR SOUTH HALL INDUSTRIAL PARKWAY, PR 1983-1(139) DATED: 5/30/93 REV. 8/30/99
CHORD BEARING CHORD ARC RADIUS
1 S17.21'27"W 29.20'
2 S72.51'07"E 179.62'
3 S23.33'00"E 75.61'
4 N66.28'22"E 58.30'
5 S69.48'07"E 202.00'
6 S67.19'09"E 28.85'
7 N23.43'18"E 18.07'
8 N66.52'56"W 50.00'
9 S23.07'04"W 45.00'
10 N77.47'53"W 118.12'
11 S66.52'56"E 50.00'
12 S66.52'56"E 50.00'
13 N23.07'04"E 50.00'
14 N66.52'56"W 50.00'
15 S69.48'07"E 9.46'
16 N42.00'21"E 266.89' 267.85' 910.00'
17 N65.15'55"E 465.75' 470.99' 910.00'
Hall County, Georgia, Clerk Superior Court
Dwight S. Wood, Clerk
OLD U.S. 23 & S.R. 13 (R/W VARIES)
SOUTH HALL INDUSTRIAL PARKWAY (R/W VARIES)
CANTRELL ROAD (R/W VARIES)
N/F NORTON CO.
N/F WINGERTH
RECORDING PERMIT
THIS PLAT IS FOR THE EXCLUSIVE USE OF BANKS ESTATE. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
G199178.01A.00-1872
BOUNDARY SURVEY FOR
SOUTH HALL BUSINESS PARK
LOCATED IN LAND LOTS 92 & 98, 8th DISTRICT HALL COUNTY, GEORGIA
rochester
Rochester & Associates, Inc.
425 OAK STREET N.W.
Gainesville, Georgia 30501

Exhibit “B”

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 92 and 98 of the 8th District of Hall County, Georgia and being more particularly described as follows:

Begin at a point located at intersection of the southwesterly right-of-way of Old U.S. 23/S.R. 13 (variable r/w) and the southeasterly right-of-way of South Hall Industrial Parkway (variable r/w) if extended to form a point; THENCE South 23 degrees 54 minutes 39 seconds West a distance of 452.06 feet to a point; THENCE South 66 degrees 05 minutes 21 seconds East a distance of 50.00 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE South 63 degrees 13 minutes 12 seconds East a distance of 192.00 feet to a point;

THENCE South 54 degrees 22 minutes 05 seconds East a distance of 214.31 feet to a point;

THENCE South 68 degrees 56 minutes 05 seconds East a distance of 368.88 feet to a point;

THENCE South 40 degrees 12 minutes 17 seconds West a distance of 374.18 feet to a point;

THENCE South 42 degrees 29 minutes 23 seconds East a distance of 251.46 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE South 42 degrees 29 minutes 23 seconds East a distance of 403.65 feet to a point located on the northwesterly right-of-way of Cantrell Road having a variable R/W width;

THENCE along said right-of-way for the following six courses and distances:

THENCE along a curve to the right for an arc length of 6.15 feet, having a radius of 435.00 feet, being subtended by a chord bearing South 56 degrees 56 minutes 05 seconds West, for a distance of 6.15 feet to a point;

THENCE South 33 degrees 03 minutes 55 seconds East a distance of 10.00 feet to a point; THENCE along a curve to the right for an arc length of 12.41 feet, having a radius of 445.00 feet, being subtended by a chord bearing South 58 degrees 07 minutes 45 seconds West, for a distance of 12.41 feet to a point;

THENCE South 58 degrees 55 minutes 41 seconds West a distance of 504.98 feet to a point;

THENCE along a curve to the right for an arc length of 107.56 feet, having a radius of 10,030.00 feet, being subtended by a chord bearing South 58 degrees 37 minutes 15 seconds West, for a distance of 107.56 feet to a point;

THENCE South 58 degrees 18 minutes 49 seconds West a distance of 334.53 feet to a point;

THENCE North 28 degrees 26 minutes 05 seconds West a distance of 410.69 feet leaving said right-of-way to a point;

THENCE North 58 degrees 55 minutes 52 seconds East a distance of 866.44 feet to a point, said point being THE TRUE POINT OF BEGINNING.

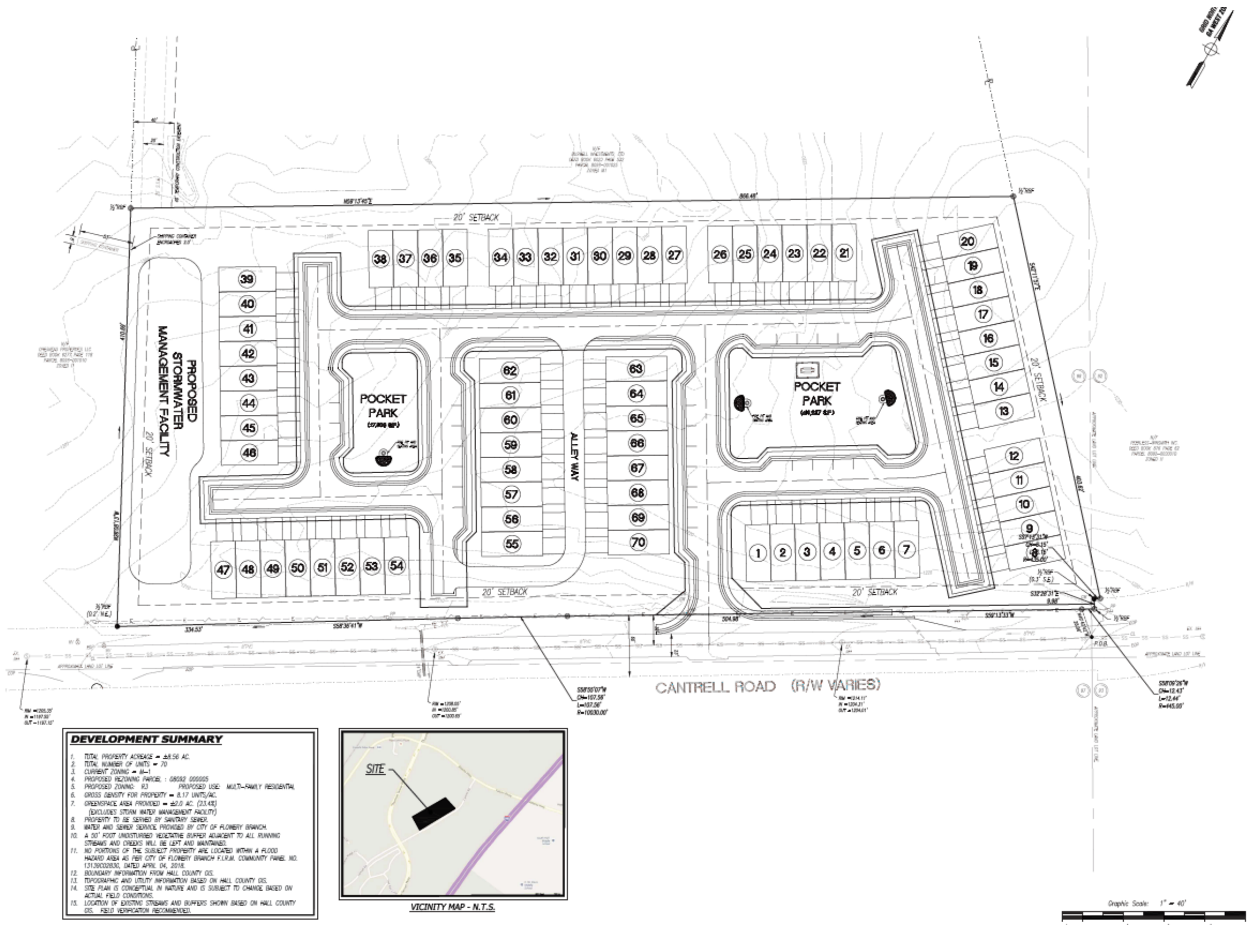
The above described property contains an area of 8.563 acres more or less.

Exhibit "C"

Conditions

1. All dimensional requirements as set forth in Table 6.2 of the zoning ordinance shall be met.
2. The townhomes shall be constructed of stacked stone, brick, and cementious fiberboard.

3. Site layout shall significantly adhere to the site plan as submitted by the applicant and as shown below:



4. Any significant changes to the approved plan shall be brought before the Flowery Branch City Council for review.
5. A detailed landscape plan shall be submitted for approval as part of the land disturbance submittal.
6. Elevations showing all four sides of the primary structure shall be submitted concurrently with the building permit application.
7. All street trees shall have tree wells to protect the sidewalks and street.
8. Water and sewer shall be supplied by the City of Flowery Branch

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Impact Fee Discussion with a Presentation by Paige Hatley.

COUNCIL MEETING DATE: November 19, 2020

HISTORY:

FACTS AND ISSUES:
Paige Hatley will make a presentation describing precisely what impact fees are, how they may be used, etc. and will field questions from City Council.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- Flowery Branch Impact Fees 101.pptx

Impact Fees 101

City of Flowery Branch, GA

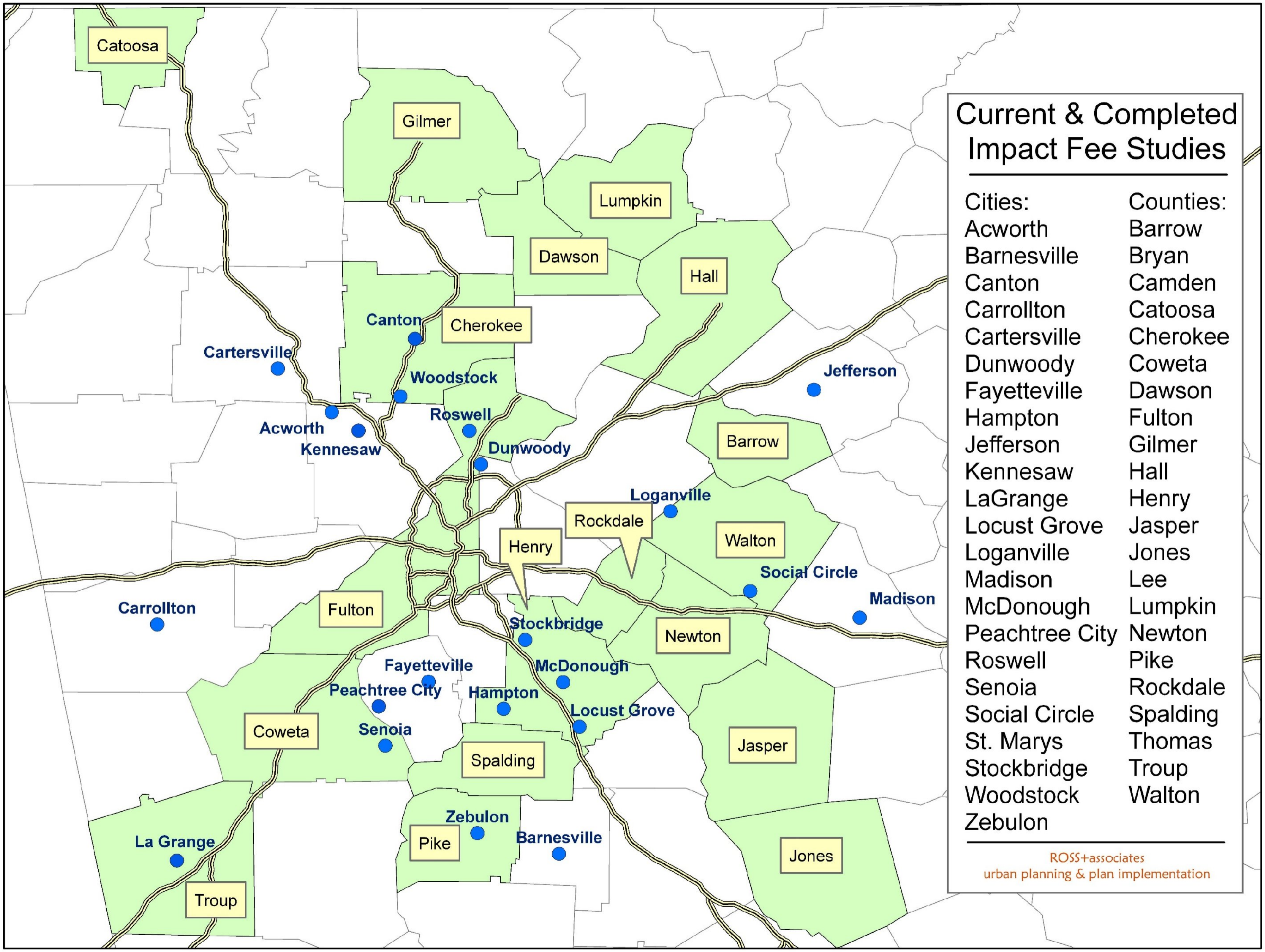
October 15, 2020

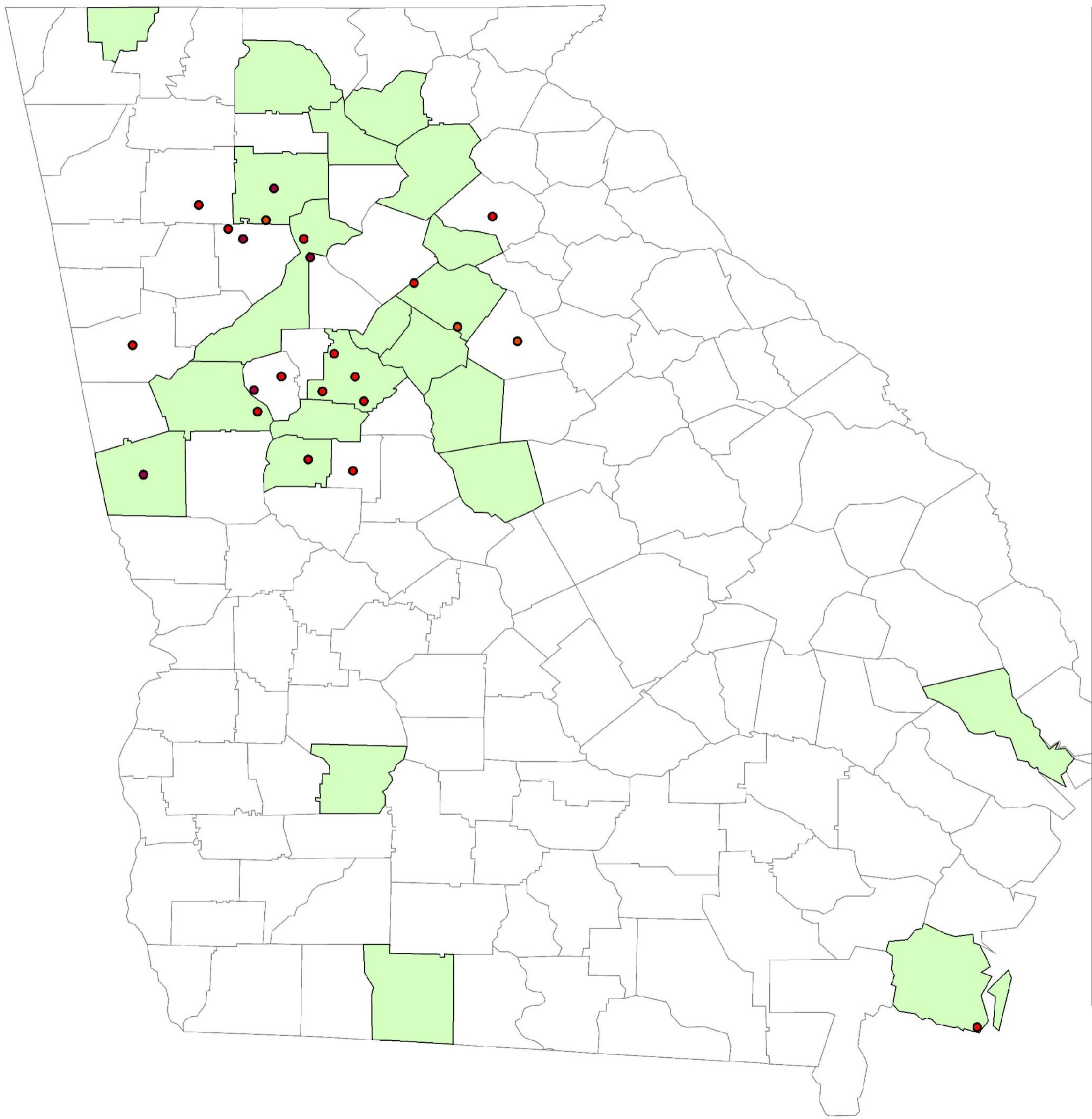
Bill Ross

ROSS+associates

Who Is ROSS+associates?

- Comprehensive Planning
  - Long-Range Comprehensive Plans
  - Land Use and Neighborhood Plans
  - Economic and Business Development Strategies
  - Short Term Work Programs
- Zoning and Land Development Codes
  - Unified Land Development Codes
  - Zoning and Subdivision Regulations
  - Sign Ordinances
  - Development Permitting and Review Procedures
- Implementation and Financing
  - Capital Improvement Programs
  - Impact Fees
  - Water and Sewer Connection Fees
  - Community Improvement Districts


Catoosa
Gilmer
Lumpkin
Dawson
Hall
Cherokee
Canton
Cartersville
Woodstock
Roswell
Acworth
Kennesaw
Dunwoody
Jefferson
Barrow
Loganville
Rockdale
Walton
Henry
Social Circle
Madison
Carrollton
Fulton
Stockbridge
Newton
Fayetteville
McDonough
Peachtree City
Hampton
Locust Grove
Coweta
Senoia
Spalding
Jasper
Zebulon
Pike
Barnesville
La Grange
Jones
Troup
Current & Completed Impact Fee Studies
Cities:
Acworth
Barnesville
Canton
Carrollton
Cartersville
Dunwoody
Fayetteville
Hampton
Jefferson
Kennesaw
LaGrange
Locust Grove
Loganville
Madison
McDonough
Peachtree City
Roswell
Senoia
Social Circle
St. Marys
Stockbridge
Woodstock
Zebulon
Counties:
Barrow
Bryan
Camden
Catoosa
Cherokee
Coweta
Dawson
Fulton
Gilmer
Hall
Henry
Jasper
Jones
Lee
Lumpkin
Newton
Pike
Rockdale
Spalding
Thomas
Troup
Walton
ROSS+associates
urban planning & plan implementation



Current & Completed Impact Fee Studies

Cities:	Counties:
Acworth	Barrow
Barnesville	Bryan
Canton	Camden
Carrollton	Catoosa
Cartersville	Cherokee
Dunwoody	Coweta
Fayetteville	Dawson
Hampton	Fulton
Jefferson	Gilmer
Kennesaw	Hall
LaGrange	Henry
Locust Grove	Jasper
Loganville	Jones
Madison	Lee
McDonough	Lumpkin
Peachtree City	Newton
Roswell	Pike
Senoia	Rockdale
Social Circle	Spalding
St. Marys	Thomas
Stockbridge	Troup
Woodstock	Walton
Zebulon	

ROSS+associates
urban planning & plan implementation

What Does the Georgia Impact Fee Act Cover?

- Certain Public Facility Categories
- Development Exactions
- System Improvements
- Comprehensive Plan Connection

Public Facilities

- Water supply, treatment & distribution.
- Wastewater collection, treatment & disposal.
- Roads, streets, and bridges.
- Storm-water and flood control facilities.
- Parks, open space, and recreation.
- Law enforcement, fire, emergency medical, and rescue.
- Libraries.

Development Exactions

Any requirement for development approval that "compels the payment, dedication, or contribution of goods, services, land, or money as a condition of approval."

Exactions for System Imps

Cities and Counties may impose development exactions for system improvements "only by way of development impact fees imposed in accordance with the provisions of" the Development Impact Fee Act (DIFA).

Project v. System Imps

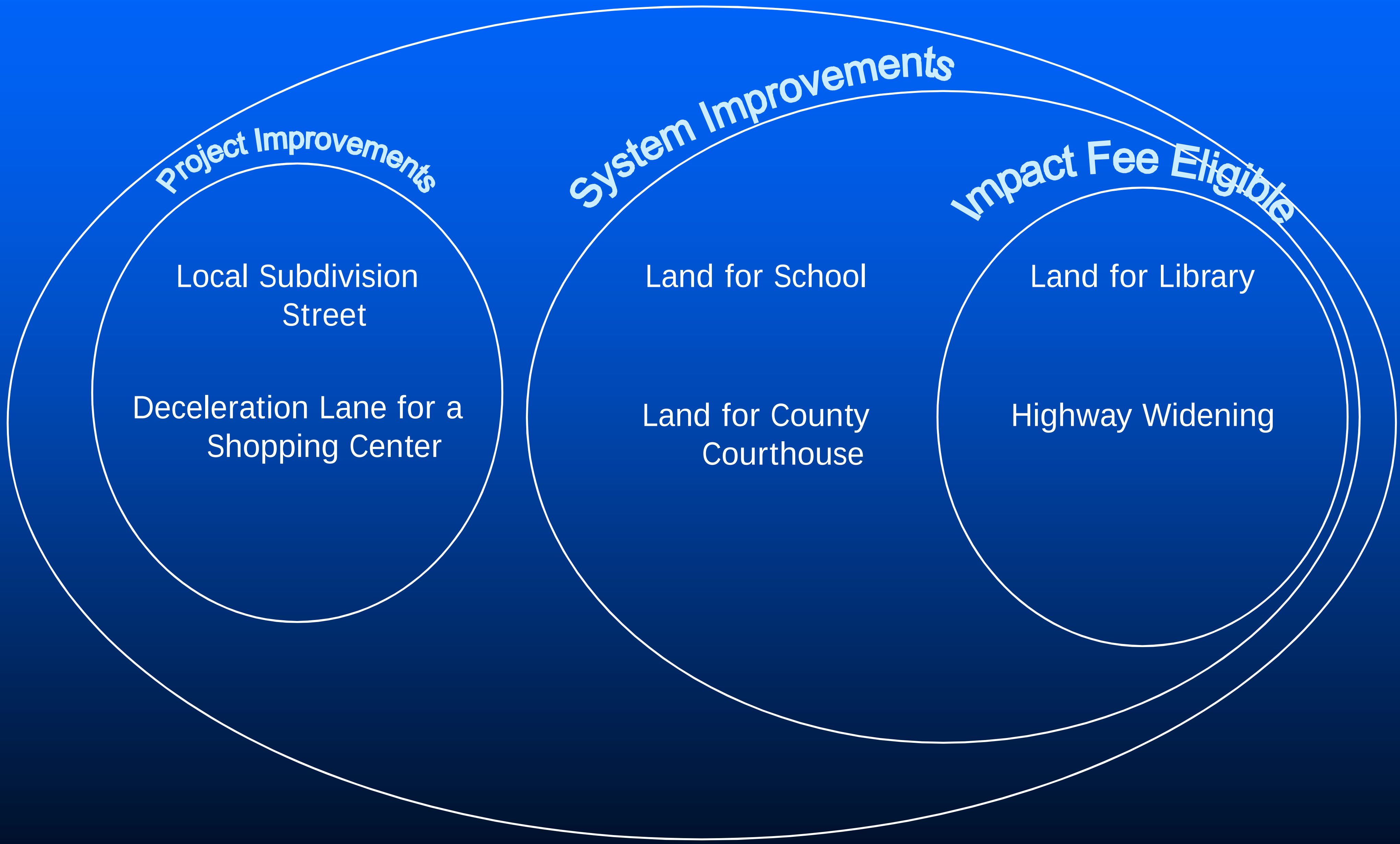
Project Improvements

Site improvements and facilities that are planned and designed to provide service for a particular development project.

System Improvements

Capital improvements that are “public facilities” and are designed to provide service to the community at large.

Exactions



Project Improvements
System Improvements
Impact Fee Eligible
Local Subdivision Street
Deceleration Lane for a Shopping Center
Land for School
Land for County Courthouse
Land for Library
Highway Widening

Project v. System Imps

Project Improvements

Site improvements and facilities that are planned and designed to provide service for a particular development project.

System Improvements

Capital improvements that are “public facilities” and are designed to provide service to the community at large.

Capital Improvement

An improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility.

The Planning Connection

Comprehensive **Plan**

Capital Improvements **Program**

Funding **Resources**

Impact **Fees**

The Planning Connection: DIFA

Municipalities and counties which have adopted a comprehensive plan containing a capital improvements element are authorized to impose by ordinance development impact fees as a condition of development approval on all development pursuant to and in accordance with the provisions of this chapter.

Capital Improvements Element

"Capital improvements element" sets out

A projected needs for system improvements during a planning horizon established in the comprehensive plan,

B a schedule of capital improvements that will meet the anticipated need for system improvements, and

C a description of anticipated funding sources for each required improvement.

Ga. Dept. of Community Affairs

Administers Comprehensive Planning Act.

Adopts minimum standards for preparation of Comprehensive Plans and their Capital Improvement Elements.

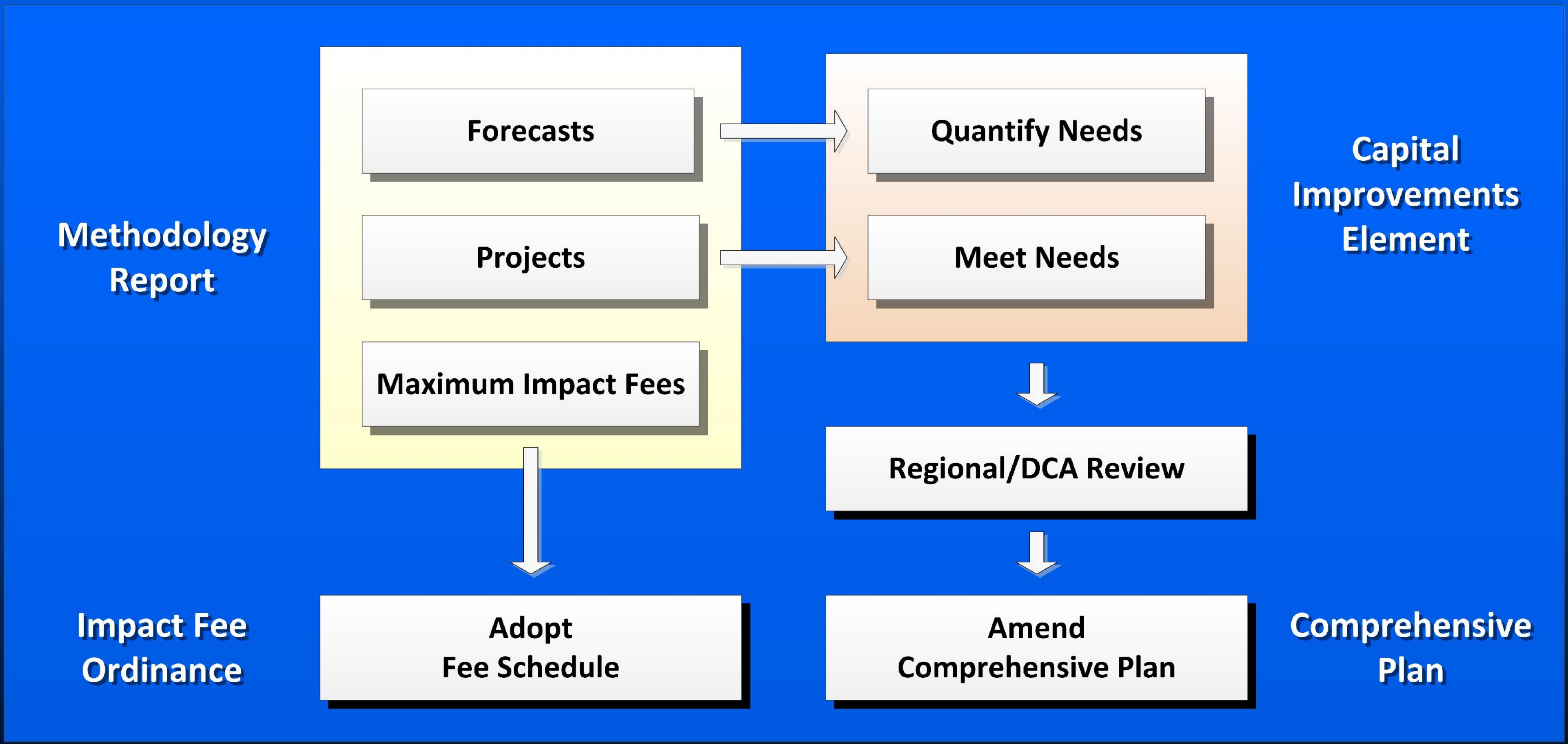
Requires annual updates of Community Work Programs and Financial Reports from impact fee jurisdictions.

Publishes guidelines for

- Adoption of impact fees
- Preparation of CIEs and annual CIE updates
- Preparation of Community Work Program updates

Impact Fee Study Elements

Study Documents



Impact Fee Study Elements

Fee Calculations

PROJECT COST
Current estimated cost of project

PLUS

ADJUSTMENTS
Future increase due to inflation, discounted to present value

MINUS

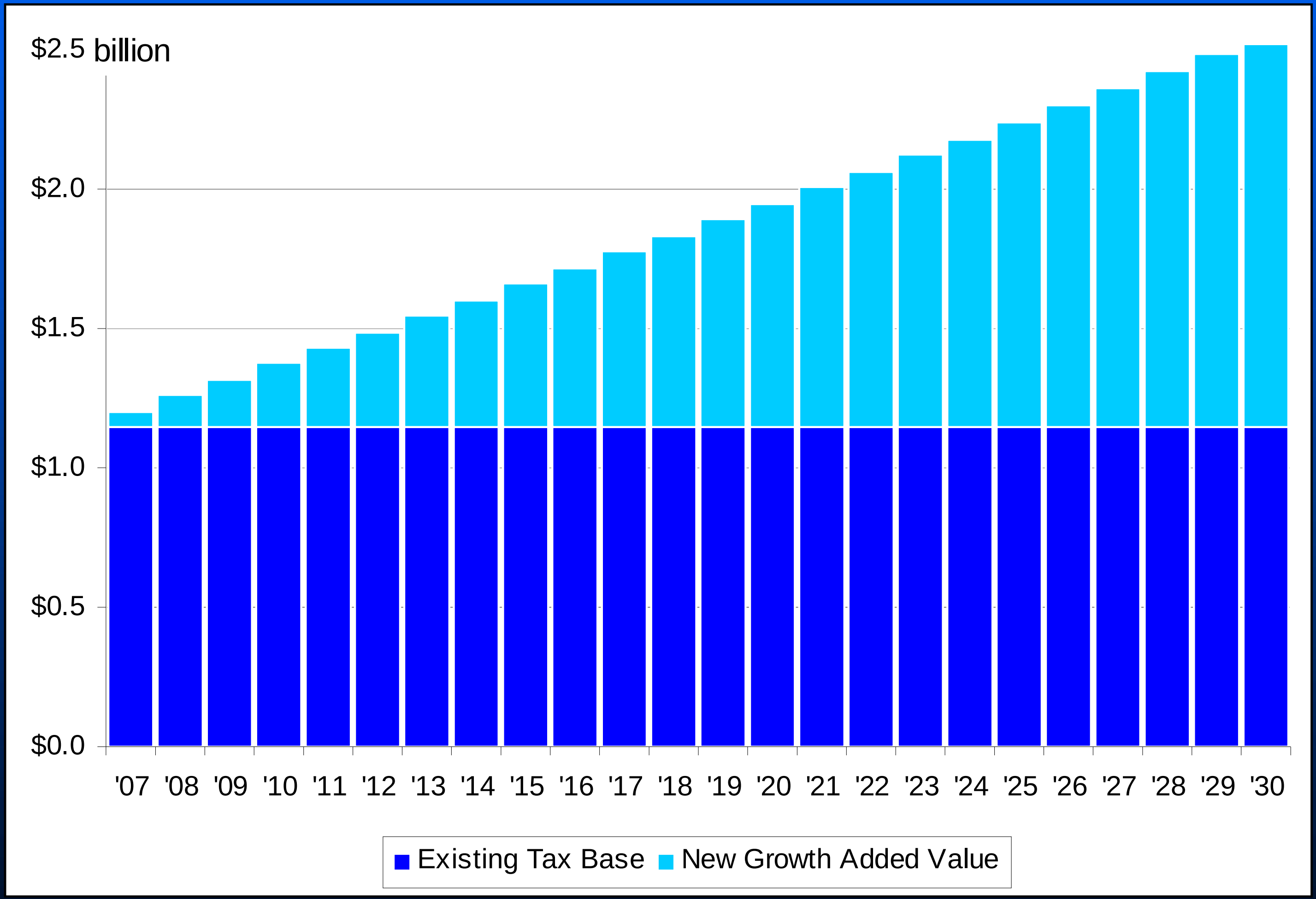
CREDITS
SPLOST, Bonds, Property Taxes paid by new growth

EQUALS

MAXIMUM NET FEE
Net Present Value

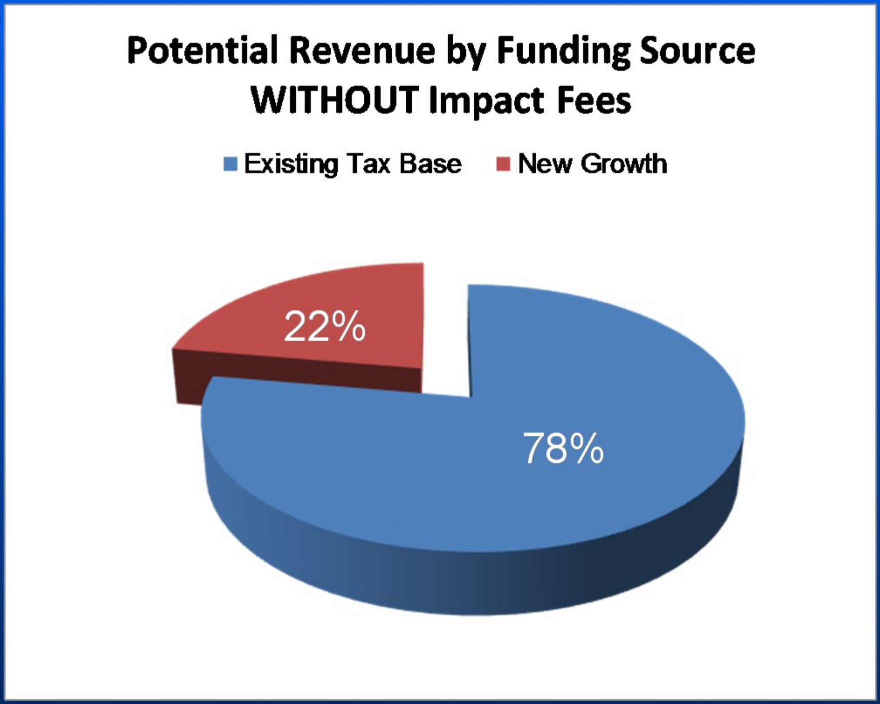
"Fair Share" Funding

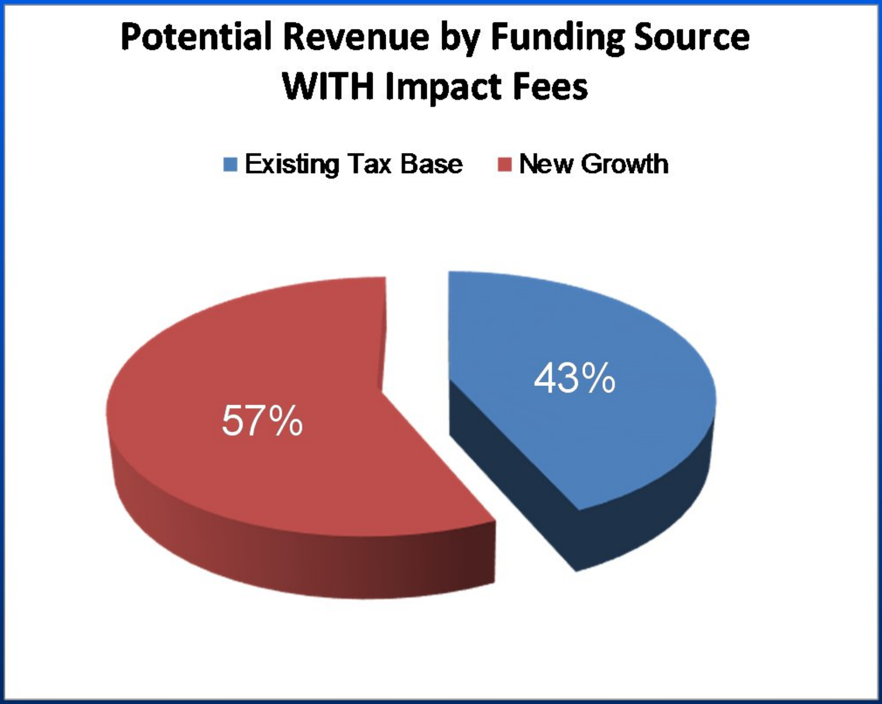
New Growth and Tax Base Value



Funding Source Examples

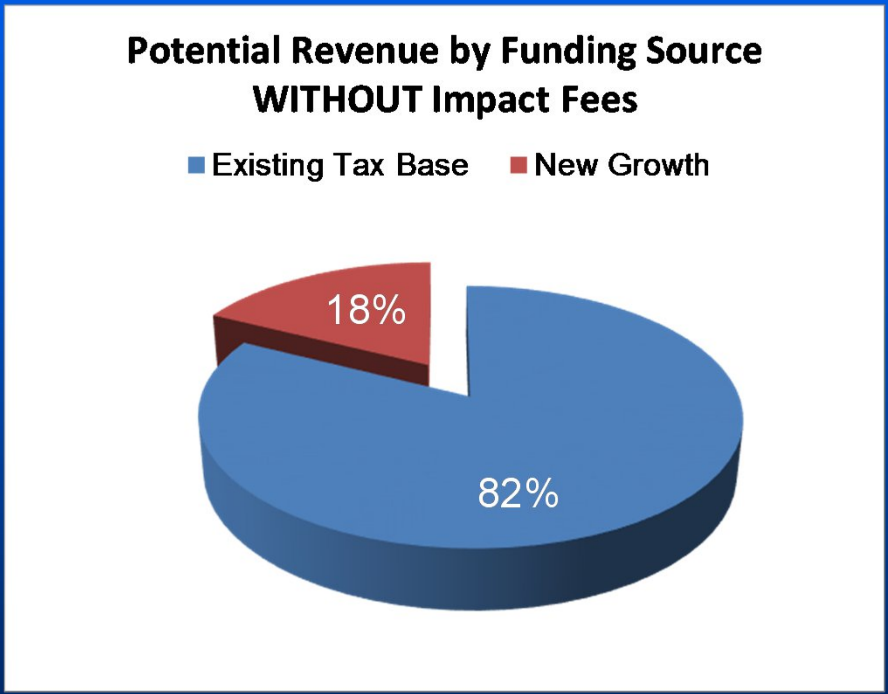
Fayetteville, GA

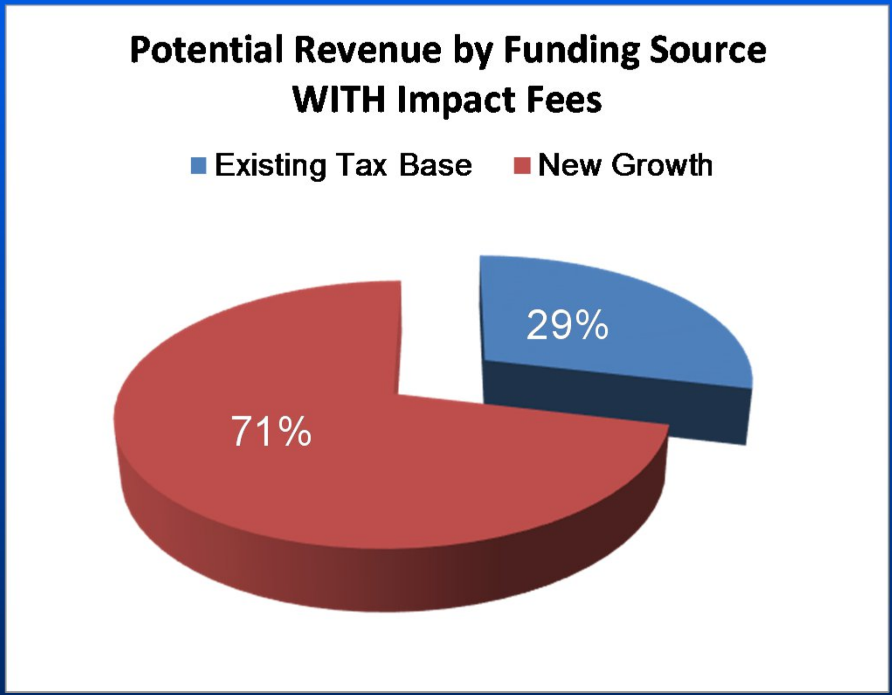




Funding Source Examples

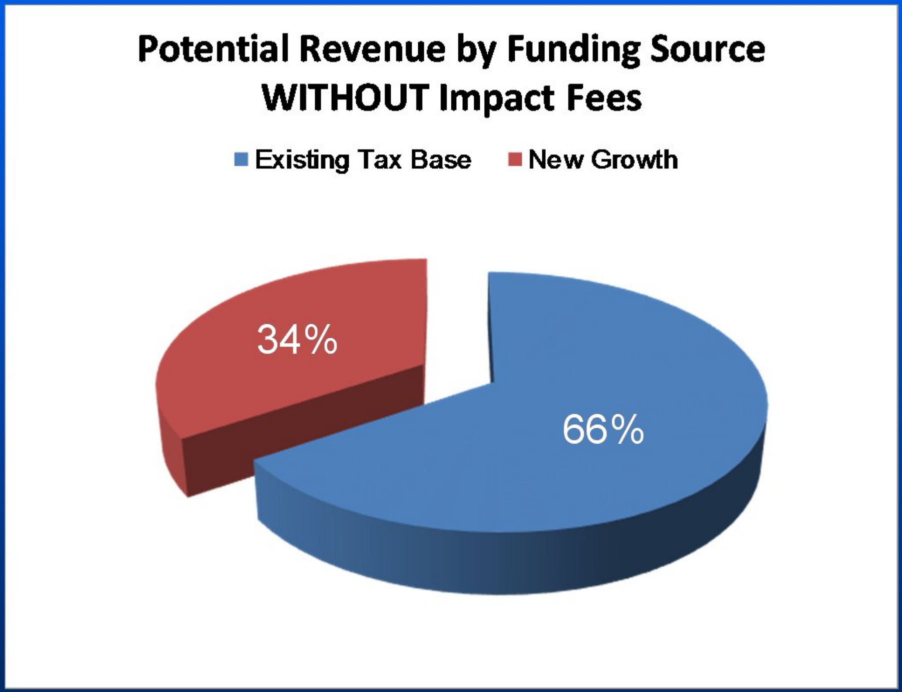
Peachtree City, GA

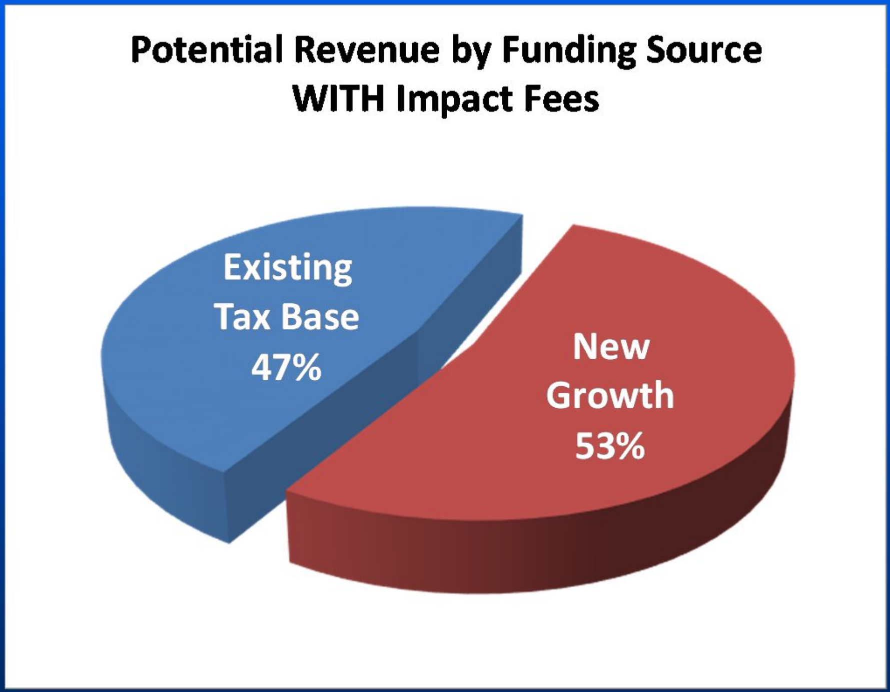




Funding Source Examples

Sandy Springs, GA





EXERCISE
Impact Fee for Park Land

Community Data

Current Population = 50,000

Future (2040) Population = 80,000

Existing Park Acreage = 80 acres

LOS Standard = 2 acres per 1,000 population

Average household size = 2.5 persons

Impact Fee for Park Land

FIRST ... in our example

We'll figure out how much
DEMAND
there is for new park land.

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = ___ acres

Current (existing) Park Area = 80 acres

Existing Deficiency = __ acres

Projected Population in 2040 = _______

New Residential Growth = _______ - 50,000 = _______

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = ___ acres

Current (existing) Park Area = 80 acres

Existing Deficiency = __ acres

Projected Population in 2040 = _______

New Residential Growth = _______ - 50,000 = _______

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = __ acres

Projected Population in 2040 = ________

New Residential Growth = ________ - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = __ acres

Projected Population in 2040 = ________

New Residential Growth = ________ - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = ________

New Residential Growth = ________ - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = ________

New Residential Growth = ________ - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = ________ - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = ________

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = 30,000

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = 30,000

Park Land Needed for New Growth at 2 acres per 1,000 = __ acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = 30,000

Park Land Needed for New Growth at 2 acres per 1,000 = 60 acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = 30,000

Park Land Needed for New Growth at 2 acres per 1,000 = 60 acres

TOTAL NEW ACRES NEEDED = __ acres

Demand

Current Population = 50,000

Current Park Need at 2 acres per 1,000 = 100 acres

Current (existing) Park Area = 80 acres

Existing Deficiency = 20 acres

Projected Population in 2040 = 80,000

New Residential Growth = 80,000 - 50,000 = 30,000

Park Land Needed for New Growth at 2 acres per 1,000 = 60 acres

TOTAL NEW ACRES NEEDED = 80 acres

Impact Fee for Park Land

NEXT ... in our example

We'll figure out how much the DEMAND will COST

And how much of that cost would be new growth's PROPORTIONAL SHARE

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ _________

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = __ %

New Growth Share = __% x Total Purchase Price = $ ________

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ _________

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = __ %

New Growth Share = __% x Total Purchase Price = $ ________

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = __ %

New Growth Share = __% x Total Purchase Price = $ ________

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = __ %

New Growth Share = __% x Total Purchase Price = $ ________

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = __% x Total Purchase Price = $ ________

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = $ _______

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = $ 3,000,000

Cost per New Person = New Growth Share ($_________)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = $ 3,000,000

Cost per New Person = New Growth Share ($3,000,000)

÷ New Res Growth (30,000) = $ __

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 400,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = $ 3,000,000

Cost per New Person = New Growth Share ($3,000,000)

÷ New Res Growth (30,000) = $ 100

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($__)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = $50,000 per acre

Cost of Debt Service, etc., for this example = $0

Total Purchase Price = 80 acres x $50,000 = $ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = $ 3,000,000

Cost per New Person = New Growth Share ($3,000,000)

÷ New Res Growth (30,000) = $ 100

Future taxes from New Growth for this example = $0

Impact Fee per Household = Cost per New Person ($ 100)

x Avg. Household Size (2.5) = $ __

Cost

Average Land Value = \$50,000 per acre

Cost of Debt Service, etc., for this example = \$0

Total Purchase Price = 80 acres x \$50,000 = \$ 4,000,000

Proportional Share

Land Needed for New Growth (60 acres) ÷ Total Acres (80) = 75 %

New Growth Share = 75% x Total Purchase Price = \$ 3,000,000

Cost per New Person = New Growth Share (\$3,000,000)

÷ New Res Growth (30,000) = \$ 100

Future taxes from New Growth for this example = \$0

Impact Fee per Household = Cost per New Person (\$100)

x Avg. Household Size (2.5) = \$ 250

The Consultant Team

- ROSS+associates
  - Bill Ross, President
  - bill@planross.com
- HatleyPlans LLC
  - Paige Hatley, AICP, President
  - paige@hatleyplans.com

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute DW2020020 GEFA Loan Documents

COUNCIL MEETING DATE: November 19, 2020

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- https://gefa.georgia.gov/

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for $5,710,000
- Water Reclamation System Improvements for $23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for $5,710,000 with an interest rate of 0.99%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
- The origination fee of $57,100 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS:

Approve for the Mayor to sign GEFA funding applications for Water System Improvements and Water Reclamation System Improvements projects.

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

No

AMOUNT AND SOURCE OF FUNDS:

$5,710,000 GEFA Loan Funding

RECOMMENDATION:

To authorize the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements approved funding of $5,710,000.

While this item is being noticed as on the Voting Agenda, the Council may elect to table this vote to the next meeting. As it is unlikely the Council will direct staff to apply for a different loan, staff felt it efficient to notice this item for a vote at this meeting.

SAMPLE MOTION:
I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements loan with approved funding of $5,710,000 at an interest rate of 0.99%.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- EXECUTIVE SUMMARY - Request to approve and sign DW2020020 Loan Documents.pdf
- Award Letter 11-5-2020.pdf
- Draft Loan Agreement.pdf
- Draft Promissory Note.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute DW2020020 GEFA Loan Documents

DATE: 11/11/2020

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: 12/3/2020

PURPOSE: To authorize for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements approved funding of $5,710,000.

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- **https://gefa.georgia.gov/**

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for $5,710,000
- Water Reclamation System Improvements for $23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for $5,710,000 with an interest rate of 0.99%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.

- The origination fee of $57,100 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS: Approve for the Mayor to sign GEFA funding applications for Water System Improvements and Water Reclamation System Improvements projects.

RECOMMENDED SAMPLE MOTION:
I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements loan with approved funding of $5,710,000 at an interest rate of 0.99%.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

November 5, 2020

Mr. Bill Andrew
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

Re: City of Flowery Branch – DW2020020

Dear Mr. Andrew:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of $5,710,000 on November 5, 2020. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of $57,100 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.

2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.

4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.

5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our

customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately $26,234.51 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-450-8381 or acarroll@gefa.ga.gov.

Sincerely,

A Carroll

Amanda Carroll
Project Manager

Enclosures

cc: Robert Troxler, Jr. / Infratec Consultants, Inc. (w/o enclosures)

Georgia Environmental Finance Authority

Brian P. Kemp Governor
Kevin Clark Executive Director

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**

- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."

- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.

- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. Do not sign the specimen note found in Exhibit B.

- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.

☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at: http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Loan/Project No. **DW2020020**
Catalog of Federal Domestic Assistance (CFDA): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

DO NOT DATE THIS PAGE

This **LOAN AGREEMENT** (this **"Agreement"**) ... ____, 20____, by and between **CITY OF FLOWERY BR**... body corporate and politic (the **"Borrower"**), whose address ... ment shall be **5410 W PINE ST, FLOWERY BRANCH, GA 30**... **TER STATE REVOLVING FUND, ADMINISTERED BY** ... **NTAL FINANCE AUTHORITY**, a Georgia public corporation (th... ss for purposes of this Agreement shall be 233 Peachtree S... Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. <u>Background</u> - The Lender desires to loan to the Borrower **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. <u>Loan</u> - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$5,710,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. <u>Note</u> - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. **Security for Payments under Credit Documents** - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 5, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF FLOWERY BRANCH

Approved as to form:

By:______________________________

Borrower's Attorney

SIGN HERE

Signature:______________________________

Print Name:______________________________

Title:______________________________

(SEAL) Seal

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:______________________________
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

This project will upgrade the water distribution system and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

ITEM	TOTAL	DWSRF
Construction	$3,949,000	$3,949,000
Contingency	790,000	790,000
Engineering & Inspection	857,000	857,000
Administrative/Legal	114,000	114,000
TOTAL	**$5,710,000**	**$5,710,000**

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DW2020020

ACTION	DATE
Plans & Specs Submitted to EPD	JULY 2021
Bid Opening	SEPTEMBER 2021
Notice to Proceed	NOVEMBER 2021
Completion of Construction	JUNE 2024

SPECIMEN PROMISSORY NOTE

$5,710,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 99/100 PERCENT (0.99%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THRITY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of __________, ____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DW2020020

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms

that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

1) Bidder's name with point of contract;
2) Bidder's mailing address, telephone number, and email address;
3) The procurement item on which the bidder bid or quoted, and when; and
4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2020020**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

____
Signature

____
Printed Name

____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

date

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of ____________________________, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$5,710,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

SIGN HERE

______________________________ (Signature of Person to Execute Documents)	______________________________ (Print Title)
______________________________ (Signature of Person to Attest Documents)	______________________________ (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

date & seal

Dated:______________________________ ______________________________
Secretary/Clerk

(SEAL)

CITY OF FLOWERY BRANCH
Loan/Project No. DW2020020

PROMISSORY NOTE

$5,710,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 99/100 PERCENT (0.99%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THRITY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

date

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ______ day of ____________________, ______.

CITY OF FLOWERY BRANCH

Approved as to form:

By:______________________________

Borrower's Attorney

Signature: ______________________________

Print Name:______________________________

Title:______________________________

SIGN HERE

(SEAL)

Seal

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Mayor Mike Miller per diem

COUNCIL MEETING DATE: November 19, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve.

SAMPLE MOTION:
Motion to approve the consent agenda.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- Mayor Mike Miller per diem.pdf

CITY OF FLOWERY BRANCH
MAYOR & COUNCIL ATTENDANCE SHEET
PER DIEM PAY

NAME Mike Miller MONTH/YEAR October/November 2020

	MEETING DATE	DESCRIPTION OF MEETING
1	10/28/2020	Zeta EMA Update
2	11/5/2020	South Hall Business Council Meeting
3	11/6/2020	Economic Development Council Meeting
4	11/9/2020	Boy Scout Troop at City Hall
5	11/10/2020	MPO Policy Committee Meeting

My signature certifies that I am eligible to be paid for 5 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total $250.00($50.00 per mtg)

Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute DW2020020 GEFA Loan Documents

COUNCIL MEETING DATE: November 19, 2020

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- https://gefa.georgia.gov/

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for $5,710,000
- Water Reclamation System Improvements for $23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for $5,710,000 with an interest rate of 0.99%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
- The origination fee of $57,100 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS:

Approve for the Mayor to sign GEFA funding applications for Water System Improvements and Water Reclamation System Improvements projects.

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

No

AMOUNT AND SOURCE OF FUNDS:

$5,710,000 GEFA Loan Funding

RECOMMENDATION:

To authorize the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements approved funding of $5,710,000.

While this item is being noticed as on the Voting Agenda, the Council may elect to table this vote to the next meeting. As it is unlikely the Council will direct staff to apply for a different loan, staff felt it efficient to notice this item for a vote at this meeting.

SAMPLE MOTION:
I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements loan with approved funding of $5,710,000 at an interest rate of 0.99%.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- EXECUTIVE SUMMARY - Request to approve and sign DW2020020 Loan Documents.pdf
- Award Letter 11-5-2020.pdf
- Draft Loan Agreement.pdf
- Draft Promissory Note.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute DW2020020 GEFA Loan Documents

DATE: 11/11/2020

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: 12/3/2020

PURPOSE: To authorize for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements approved funding of $5,710,000.

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- **https://gefa.georgia.gov/**

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for $5,710,000
- Water Reclamation System Improvements for $23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for $5,710,000 with an interest rate of 0.99%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.

- The origination fee of $57,100 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS: Approve for the Mayor to sign GEFA funding applications for Water System Improvements and Water Reclamation System Improvements projects.

RECOMMENDED SAMPLE MOTION:
I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the DW2020020 Water System Improvements loan with approved funding of $5,710,000 at an interest rate of 0.99%.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

November 5, 2020

Mr. Bill Andrew
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

Re: City of Flowery Branch – DW2020020

Dear Mr. Andrew:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of $5,710,000 on November 5, 2020. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of $57,100 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.

2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.

4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.

5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our

customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately $26,234.51 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-450-8381 or acarroll@gefa.ga.gov.

Sincerely,

A Carroll

Amanda Carroll
Project Manager

Enclosures

cc: Robert Troxler, Jr. / Infratec Consultants, Inc. (w/o enclosures)

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**

☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."

☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.

☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. Do not sign the specimen note found in Exhibit B.

☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.

☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at: http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Loan/Project No. **DW2020020**
Catalog of Federal Domestic Assistance (CFDA): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) [illegible] ____, 20____, by and between **CITY OF FLOWERY BR**[illegible] body corporate and politic (the **"Borrower"**), whose address [illegible]ment shall be **5410 W PINE ST, FLOWERY BRANCH, GA 30**[illegible] **TER STATE REVOLVING FUND, ADMINISTERED BY** [illegible] **TAL FINANCE AUTHORITY**, a Georgia public corporation (th[illegible] ss for purposes of this Agreement shall be 233 Peachtree S[illegible] Harris Tower, Ste 900, Atlanta, GA 30303-1506.

DO NOT DATE THIS PAGE

1. Background - The Lender desires to loan to the Borrower **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$5,710,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. Note - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. <u>Conditions to the Loan</u> - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. **Security for Payments under Credit Documents** - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 5, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

Approved as to form:

By:______________________________

Borrower's Attorney

CITY OF FLOWERY BRANCH

Signature:______________________________

Print Name:______________________________

Title:______________________________

(SEAL)

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:______________________________

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

This project will upgrade the water distribution system and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

ITEM	TOTAL	DWSRF
Construction	$3,949,000	$3,949,000
Contingency	790,000	790,000
Engineering & Inspection	857,000	857,000
Administrative/Legal	114,000	114,000
TOTAL	**$5,710,000**	**$5,710,000**

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DW2020020

ACTION	DATE
Plans & Specs Submitted to EPD	JULY 2021
Bid Opening	SEPTEMBER 2021
Notice to Proceed	NOVEMBER 2021
Completion of Construction	JUNE 2024

SPECIMEN PROMISSORY NOTE

$5,710,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 99/100 PERCENT (0.99%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THRITY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of __________, ____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DW2020020

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms

that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

1) Bidder's name with point of contract;
2) Bidder's mailing address, telephone number, and email address;
3) The procurement item on which the bidder bid or quoted, and when; and
4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2020020**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

____
Signature

____
Printed Name

____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DW2020020**

date

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of ____________________________, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$5,710,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

SIGN HERE

________________________________ ________________________________
(Signature of Person to Execute Documents) (Print Title)

________________________________ ________________________________
(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

date & seal

Dated:________________________ ________________________________
Secretary/Clerk

(SEAL)

CITY OF FLOWERY BRANCH
Loan/Project No. DW2020020

PROMISSORY NOTE

$5,710,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIVE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($5,710,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 99/100 PERCENT (0.99%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THRITY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

date

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ______ day of ____________________, ______.

CITY OF FLOWERY BRANCH

Approved as to form:

By:______________________________

Borrower's Attorney

SIGN HERE

Signature: ______________________________

Print Name:______________________________

Title:______________________________

(SEAL) Seal

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

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