



**City of Flowery Branch
City Council Meeting
Thursday, December 21, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS

- Recognition to Municipal Court of Flowery Branch for Clearance Rate Excellence Award

PUBLIC HEARING:

UNFINISHED BUSINESS - WORK SESSION:

- First Work Session Discussion to Consider a Rezoning Request submitted by Edge City Properties
[01 Edge City Zoning Package 14.158 Acres 10.20.2023.pdf](#)
[Staff Report 5416 and 5408 Gainesville Street_Comments.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider New Package License for YASH Enterprise 6168 Inc.
[YASH Enterprise 6168.jpg](#)
[Executive Summary YASH Enterprise 6168 Inc.pdf](#)
- GEFA Loan CW2020010 Update
[Executive Summary - GEFA Loan CW2020010.pdf](#)
[Loan Modification Letter.pdf](#)
[Updated Agreement.pdf](#)
- Consider Awarding RFP 24-001 for Branding to Radical Design, Co., LLC
[Executive Summary - Brand Marketing Services.pdf](#)
[Radical SOW CFB-C001.pdf](#)

DEPARTMENT REPORTS: - a. City Manager Report

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

j. Council Report

- FY2024 2nd Quarter Capital Update
[Executive Summary - FY24 2nd Quarter Capital Update.pdf](#)
[Q2 CIP Report 12-31-2023.pdf](#)

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider December 7, 2023 City Council Meeting Minutes
[Unofficial December 7, 2023 City Council Meeting Minutes.pdf](#)
- Consider December 2023 Per Diem for Mayor Asbridge
[Mayor Per Diem - December 2023.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider Second Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.
[ES - Amend charter for leases Ordinance 700.pdf](#)
[Flowery Branch City Charter Amendment 10 16 23.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consider New Package License for YASH Enterprise 6168 Inc.
[YASH Enterprise 6168.jpg](#)
[Executive Summary YASH Enterprise 6168 Inc.pdf](#)
- Consider the first read of Ordinance 701, Adoption of Proposed Local Amendment to the Plumbing Code for Water Efficiency.
[23-010 Findings on Proposed Local Amendment to the Plumbing Code for Water Efficiency.pdf](#)
[DCA Adopting Ordinance .pdf](#)
- GEFA Loan CW2020010 Update
[Executive Summary - GEFA Loan CW2020010.pdf](#)
[Loan Modification Letter.pdf](#)
[Updated Agreement.pdf](#)
- Consider Awarding RFP 24-001 for Branding to Radical Design, Co., LLC
[Executive Summary - Brand Marketing Services.pdf](#)
[Radical SOW CFB-C001.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: Recognition to Municipal Court of Flowery Branch for Clearance Rate Excellence Award

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

FACTS AND ISSUES:

The Clearance Rate Excellence Award recognizes the top 10% of courts in each class of court that demonstrate exceptional performance in maintaining clearance rates, a key indicator of a court's ability to effectively manage its caseload. Clearance rates are calculated by dividing the number of disposed cases by the number of filed cases and expressing the result as a percentage. Cases not disposed of in a timely manner contribute to a backlog of cases awaiting disposition. A clearance rate of 100% or higher demonstrates a court ability to resolve at least as many cases as were filed each year.

Your court's outstanding performance in meeting or exceeding 100% or better clearance rate has distinguished itself amongst its peer courts. This achievement reflects your court's dedication, efficiency, and commitment to ensuring the timely resolution of cases.

Thank you for your service and continued efforts to improve the administration of justice in all Georgia Courts through collaboration, innovation, and information.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

-



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: First Work Session Discussion to Consider a Rezoning Request submitted by Edge City Properties

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

Rezone a 14.158 +/- acre tract of land known as 5416 and 5408 Gainesville Street and described as tax parcel identification numbers 08112 027026 and 08112 027044 from Residential, Detached Single Family, Low-Density District (R-1) to Residential, Detached Single Family(R-2) with the intent to develop and construct forty (40) single family detached homes. The request to rezone to R-2 also includes variance requests.

FACTS AND ISSUES:

Rezone a 14.158 +/- acre tract of land known as 5416 and 5408 Gainesville Street and described as tax parcel identification numbers 08112 027026 and 08112 027044 from Residential, Detached Single Family, Low-Density District (R-1) to Residential, Detached Single Family(R-2) with the intent to develop and construct forty (40) single family detached homes. The request to rezone to R-2 also includes variance requests.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No vote at this time

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [01 Edge City Zoning Package 14.158 Acres 10.20.2023.pdf](#)
- [Staff Report 5416 and 5408 Gainesville Street_Comments.pdf](#)



REZONING APPLICATION

Date: October 17, 2023

Address of Request:

5416 and 5408 Gainesville Street, Flowery Branch, GA 30542

Tax Map # 08112 027026, 08112 027044 **Current Zoning:** R-1

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? No

Applicant Information

Name: Edge City Properties, Inc., C/O Kenneth J. Wood at Planners and Engineers Collaborative, Inc.

Address: 350 Research Court, Peachtree Corners, GA 30092

E-mail address: kwood@pec.plus

Phone number: 770-451-2741

Signature: 

Notary:



Ken Wood
6/17/2023



Property owner information (if different than the applicant)

Property owner (please print): The Evelyn Bagwell Revocable Trust

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 0811 2 027026

Current Zoning: R-1 Total Acres: +/-13.68

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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



Property owner information (if different than the applicant)

Property owner (please print): Evelyn B. Jones

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 08112 027044

Current Zoning: R-1 Total Acres: +/-0.49

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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):

- Current survey of property



- 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

None

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

None

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

None



Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

NONE

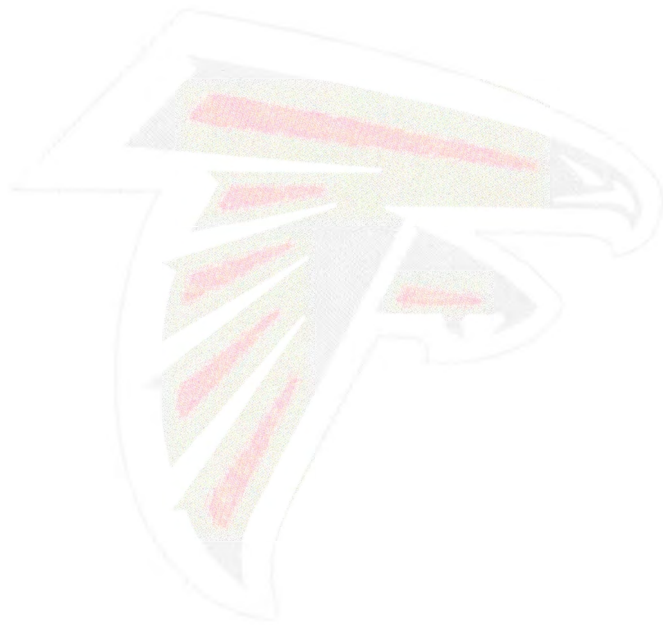
NONE

_____	_____
_____	_____

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





October 17, 2023

Rich Atkinson, Director
Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

Re: LETTER OF INTENT FOR REZONING APPLICATION FOR 5416 and 5408 GAINESVILLE STREET (Parcel 08112 027026 and 08112 027044)

Dear Director Atkinson:

Edge City Properties, Inc. (the "Applicant") submits this Letter of Intent and attached Rezoning Application (the Application) for the purpose of rezoning to the R-2, Residential, Detached Single Family District zoning classification +/- 14.158 acres of land (the "Property") situated on Gainesville Street at Spring Street. The acreage is two combined parcels on the west side Gainesville Street in the southwestern portion of Hall County in the City of Flowery Branch. The Property has a residential home with the remaining portion being mostly pasture and is currently zoned R-1 with convenient access to the downtown area of Flowery Branch.

The Applicant proposes to develop the Property to contain a single-family residential community including a total of 40 detached single-family homes at a size, quality and price commensurate with or exceeding existing homes in the surrounding area. The Property is adjacent to a PUD residential development on three sides to the west, north and south and further surrounded by R-1 residential uses on small lots.

The proposed homes will include a mixture of two-story detached homes including two-car garages. The homes would be a mixture of front entry and rear entry garages to compliment the site topography. The front façade of the proposed homes would be constructed of a mixture of brick, stone, and/or fiber-cement shake/siding (including board and batten). The proposed development would also contain a pocket park and green space area for the use of the residents. The proposed development is in the Suburban Residential character area of the City of Flowery Branch Comprehensive Plan 2041. The site is bordered by the Old Town Character area to the south which encourages higher densities to support the downtown revitalization. A more dense residential housing supply will provide critical economic support to downtown shops and restaurants.

The proposed development would be a quality development that is compatible with development in the surrounding area. The homes proposed would contain a minimum of 2,000 square feet. The proposed development will preserve important state waters which border the property to the west in a rapidly-growing area in the City of Flowery Branch. The Gainesville

Street frontage will have sidewalks installed to further advance the Comprehensive Plan by increasing the walkability of the area into the City's downtown area.

Further, surrounding development and existing uses would not face major negative impacts as a result of the proposed development in part because of the substantial buffering and setback requirement of the City's Zoning Resolution.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Flowery Branch 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 request your approval of this Application.

Sincerely,



Michael K. Dye
President
Edge City Properties, Inc. as Applicant

**City of Flowery Branch Rezoning Application
REQUEST FOR STATISTICAL INFORMATION
5416 and 5408 Gainesville Street Rezoning
Application**

1. Value of improvements at buildout:
 - Single Family Detached Homes 40 x \$600,000 = \$24,000,000
 - Total Value of Development \$24,000,000
2. Property tax revenue at buildout: (based on 40% of Total Value is \$9,600,000)
 - Hall County - \$ 236,832 (millage rate of 24.67)
 - City of Flowery Branch - \$31,334 (millage rate of 3.264)
3. Schedule of construction:
 - Design/Permitting: 1/1/2024 to 6/30/2024
 - Land Development/Plat: 7/1/2024 to 1/1/2025
 - Home Construction and Sales 1/1/2025 to 6/30/2026
4. Anticipated total square footage per unit:
 - 2,000 sf minimum
5. Total acreage to be developed:
 - 11.89 acres in total
6. The Single Family Tract will contain approximately 2.31 +/- acres private roads and utility easements.
7. The Single Family Tract will contain approximately 4.75 +/- acres of open space/common area to be maintained by the HOA to be established.
8. The Single Family Tract will contain approximately TBD acres of buffer and watershed protection.
 - A) The impervious buffer is applicable to this tract.
 - B) No property lines may extend into the undisturbed stream buffer.
 - C) The developer intends to utilize private streets to conform to the City's development code for front entry homes. The developer will dedicate storm sewer easements to the City of Flowery Branch as appropriate.
9. Transportation alternatives:
 - The Single Family Tract will have sidewalks along the frontage along Gainesville Street to utilize walkability to the City's downtown area.

10. Amenities for Single Family tract total approximately 3.02 +/- acres and will include the following:
 - Pocket Park
 - Green Space Area
11. A minimum of TBD are planned for the Single Family Tract with a maximum spacing of 150 feet.
12. The Single Family Tract will include approximately 4,100 linear feet of sidewalk containing approximately 447 cubic yards of concrete.
13. Homes in the Single Family Tract will have access to high speed internet to the extent available from the service provider.
14. The Single Family Tract will contain areas for providing detention, water quality and stream protection.
15. A traffic study has not yet been commissioned.
16. There are no provisions for utilization and storage of reuse water in this plan.
17. The Single Family Tract, as proposed, will generate approximately 14,000 (350 gpd x 40 units) gallons per day of wastewater flow.
18. The maximum daily water consumption is approximately 14,000 gallons per day. Low flow fixtures are required by the development.
19. A preliminary design has been completed in order to evaluate the proposed density. The site does not contain slopes 24% or greater.
20. Public safety requirements related to life safety codes have been considered in the concept design.
21. The Hall County school system will be provided density and build out projections for the entirety of the community.
22. Copies of master covenants and guidelines will be filed and recorded prior to recordation of the initial final plat.

Sec. 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. The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed development is a single-family residential neighborhood that will conserve important natural areas.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will not adversely affect the existing use or usability of any of the nearby properties. The proposed development is compatible with surrounding development.
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. The current R-1 zoning is not a reasonable economic use.
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed rezoning will not result in an excessive or burdensome use of the infrastructure. The subject property is located on Gainesville Street with access to all utilities. Further, the relatively low development density will not overly burden the infrastructure system.
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. The proposed rezoning should be appropriate when reviewing the Future Land Use character area of the Property. In addition, the adjacent parcel contiguous to the south are part of the Old Town Character Area and should allow a more intensive zoning. The installation of sidewalks along Gainesville Street will increase walkability to the City's downtown area which is a theme goal in the Comprehensive Plan.
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. The proposed rezoning is in conformity with the policy and intent of the City's Comprehensive Plan. The low-density R-1 zoning is no longer appropriate, and the property is well served as a single-family residential use and is adjacent to a higher density PUD.
- (g) Existing use(s) and zoning of the subject property and nearby properties. The existing use is a single-family home. The property is predominately surrounded by a PUD (to the west, north and south) and R-1 on the Gainesville Street frontage.
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. The current R-1 zoning is not a reasonable economic use. The Property is one of the larger tracts in the area and not appropriate for the larger lot sizes and lower density of R-1.
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. The proposed rezoning is appropriate with surrounding uses and should be eligible for a higher density given its proximity to the Old Town Character Area which encourages higher densities and increases the viability of the downtown redevelopment.
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The proposed rezoning will not create an isolated zoning district and will complement the surrounding uses.

- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed rezoning will not negatively impact the character area of the zoning district.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The proposed rezoning use will not negatively impact the environment and will produce a quality residential use with careful consideration given to responsibly develop with no negative impact on the environment.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed rezoning is in full compliance with the overall zoning scheme and purposes of the Zoning Ordinance. This proposal will protect and appreciate the surrounding properties while increasing the quality of the City's housing supply.*

**Adjacent Property Owners to 5416 and 5408 Gainesville Street: Source Hall County
qPublic.net and City of Flowery Branch Official Zoning Map dated 2016**

1. [SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.](#)
1630 MILITARY CUT-OFF ROAD
SUITE 218
WILMINGTON, NC 28403
PUD
2. EDWIN ANDRES QUITIAN RUIZ
6030 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
3. LINDSAY MARIE COLE
KEMP, JEAN E. & COLE, CHANDLER BROOKS
6034 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
4. WESLEY AARON NEWTON
NEWTON MARILYN MONTEMAYOR
6038 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
5. ETHAN PEARCE HEISEY
HEISEY, MEGAN NICOLE
6042 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
6. CHARLES NORMAND WILSON
TENNIS, KATIE ELIZABETH
6046 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
7. LISA MADELEINE COZZA
COZZA ROBERT JUDE
6050 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
8. WIDJAJA SULISTIO
TJIPTOKUSUMO DEVI YONASIS
6054 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
9. ANTHONY RICHARD BARRIOS PINA
PINERO LISBETH M ARRIETA
6058 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD

10. DEIVI ALFREDO VILLEG ROSADO
6062 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
11. [MAOQIAO YANG](#)
XUE, JIA
5765 BRIDLETON CROSSING
SUWANEE, GA 30024
PUD
12. MARIA M. BELLO HERNANDEZ
HERNANDEZ PRICE, MARIA M.
6070 TRUMPET FLOWER AVE
FLOWERY BRANCH, GA 30542
PUD
13. CALVIN ARTHUR TANNER
5504 GAINESVILLE STREET
GAINESVILLE, GA 30542
R-1
14. [JERRY DAVID TANNER](#)
TANNER SUE A
5504 GAINESVILLE ST
FLOWERY BRANCH, GA 30542
R-1
15. FREDERICK PETER PHEIL
P. O. BOX 338
RUBY, SC 29741
R-1
16. HARVEY FAMILY HOLDINGS, LLC
4940 BOWMAN PARK POINT
CUMMING, GA 30041
PUD

Authorization to Inspect Property

I hereby authorize the City of Flowery Branch Staff and/or City Council to inspect the Property located at 5416 and 5408 Gainesville Street, Flowery Branch, Georgia for the purpose of a evaluating a Rezoning Application.

Nedra Ann Jones Executor
THE EVELYN BAGWELL REVOCABLE TRUST
Nedra Ann Jones Executor
EVELYN B. JONES

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 61,990. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 413,936.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S3 TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83) - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 4/15/2022

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE IS SHOWN TO BE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.I.R.M. CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13139C0283G DATED 4/4/2018.

ALL MATTERS OF TITLE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THE UNDERGROUND UTILITIES WERE ONLY MARKED FOR A PORTION OF THIS SITE AND ARE SHOWN HEREON BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
154 GRANT ROAD
FAYETTEVILLE, GEORGIA 30215
TEL. (404.312.6912)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS) WERE LOCATED BY UTILISURVEY, LLC, UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

SITE ADDRESS IS LISTED AS:
5416 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 08112 027026.

REFERENCE #1: BOUNDARY SURVEY FOR EVELYN B. JONES, PREPARED BY PATTON LAND SURVEYING, DATED MARCH 2, 2006, AND LAST REVISED ON FEBRUARY 21, 2012.

SYMBOL LEGEND

IPF	1/2" REBAR FOUND
IPS	1/2" REBAR SET
RIGHT-OF-WAY MONUMENT FOUND	
ADJOINING LOT NUMBER	
LOT NUMBER	
LAND LOT NUMBER	
AIR CONDITIONING UNIT	
BENCHMARK	
SIGN	
HANDHOLE	
CABLE TV BOX	
CABLE TV MANHOLE	
CABLE TV PEDESTAL	
ELECTRIC BOX	
ELECTRIC MANHOLE	
ELECTRIC METER	
ELECTRIC PEDESTAL	
GUY WIRE AND ANCHOR	
LIGHT POLE (LP)	
POWER POLE (PP)	
SERVICE POLE	
TRANSFORMER	
GAS MANHOLE	
GAS VALVE	
GAS METER	
SANITARY SEWER CLEAN OUT	
SANITARY SEWER MANHOLE	
STORM SEWER CLEAN OUT	
DOUBLE WING CATCH BASIN	
SINGLE WING CATCH BASIN	
CURB INLET	
DROP INLET	
FLARED END SECTION	
HEADWALL	
JUNCTION BOX	
WEIR INLET	
YARD INLET	
TELEPHONE BOX	
TELEPHONE MANHOLE	
TELEPHONE PEDESTAL	
PEDESTRIAN SIGNAL POLE	
TRAFFIC SIGNAL BOX	
TRAFFIC SIGNAL POLE	
FIRE DEPARTMENT CONNECTION	
FIRE HYDRANT	
IRRIGATION CONTROL VALVE	
WATER MANHOLE	
WATER METER	
WATER VALVE	
WATER VAULT	

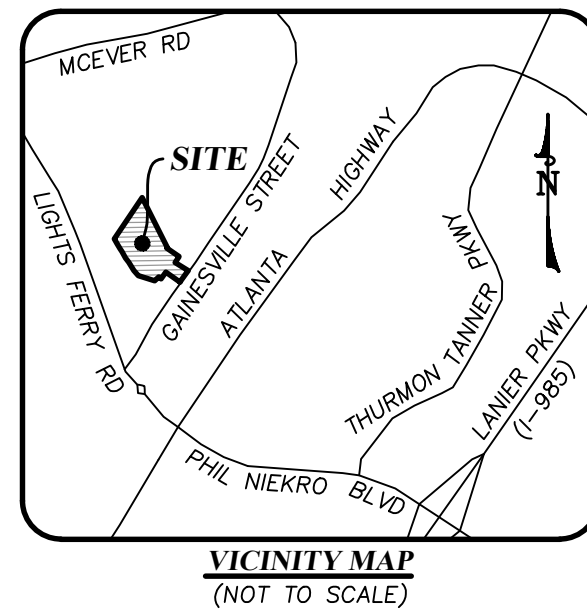
ABBREVIATIONS

A.E.	ACCESS EASEMENT
B.C.	BACK OF CURB
B.M.	BENCHMARK
B.S.L.	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
C.M.F.	CONCRETE MONUMENT FOUND
CONC.	CONCRETE
CTP	CRIMPED TOP PIPE
DB	DEED BOOK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
EP	EDGE OF PAVEMENT
FEN.	FENCE
F.L.L.	LAND LOT LINE
OTF	OPEN TOP PIPE
P.B.	PLAT BOOK
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PROP.	PROPOSED
R/W	RIGHT OF WAY
SS	SANITARY SEWER
S.S.E.	SANITARY SEWER EASEMENT
P.L.	PROPERTY LINE
SSMH	SANITARY SEWER MANHOLE
U.E.	UTILITY EASEMENT
CI	CURB INLET
DI	DROP INLET
DWCB	DOUBLE WING CATCH BASIN
FES	FLARED END SECTION
HW	HEADWALL
J.B.	JUNCTION BOX
OCS	OUTLET CONTROL STRUCTURE
SWCB	SINGLE WING CATCH BASIN
WI	WEIR INLET
YI	YARD INLET
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCF	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE

LINE TYPE LEGEND

---	ADJOINING PROPERTY LINE
---	RIGHT-OF-WAY CENTERLINE
---	CREEK CENTERLINE
---	LAND LOT LINE
---	METAL FENCE
---	WIRE FENCE
---	WOOD FENCE
---	RAILROAD TRACK
---	OVERHEAD UTILITY LINE
---	UNDERGROUND CABLE TV LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND FIBER OPTIC LINE
---	UNDERGROUND GAS PIPE
---	UNDERGROUND SANITARY SEWER PIPE
---	UNDERGROUND STORM SEWER PIPE
---	UNDERGROUND STREET LIGHTING LINE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND TRAFFIC LINE
---	UNDERGROUND WATER PIPE

RESERVED FOR PLAT FILING



BOUNDARY SURVEY FOR:
EDGE CITY PROPERTIES, INC.

LOCATED IN LAND LOT 112
8th DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA
JULY 13, 2022

G U N N I N
S U R V E Y



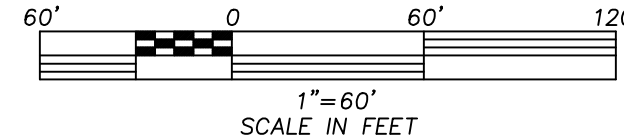
DRAWN BY: JZC
CHECKED BY: ZRW

PROJECT NO. 22016

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
Zachary R. Weisel
ZACHARY R. WEISEL, GA RLS NO. 3473
DATE 07/13/22

TOTAL AREA=
14.158 ACRES



Legal Description – Gainesville Street 5416

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

BEGINNING at a 7/8" open-top pipe found at the southernmost corner of Lot 315 of Summit Lake Subdivision Phase 2, as recorded in Plat Book 879, Page 291 of Hall County, Georgia records;
Thence South 47 Degrees 11 Minutes 34 Seconds West a distance of 12.12 feet to a 1-1/2" open-top pipe found;
Thence South 56 Degrees 43 Minutes 56 Seconds East a distance of 428.58 feet to a point at the northwesterly right of way of Gainesville Street (40' R/W);
Thence along said right of way the following courses and distances:
South 34 Degrees 47 Minutes 24 Seconds West a distance of 89.96 feet to a point;
South 34 Degrees 03 Minutes 03 Seconds West a distance of 205.02 feet to a 1/2" rebar set;
Thence leaving said right of way North 55 Degrees 23 Minutes 46 Seconds West a distance of 245.63 feet to a 1" crimped-top pipe found;
Thence South 34 Degrees 45 Minutes 05 Seconds West a distance of 116.68 feet to a 1" crimped-top pipe found;
Thence North 54 Degrees 29 Minutes 24 Seconds West a distance of 41.81 feet to a 1-1/2" open-top pipe found;
Thence South 47 Degrees 05 Minutes 07 Seconds West a distance of 81.36 feet to a 1" open-top pipe found;
Thence North 72 Degrees 29 Minutes 07 Seconds West a distance of 242.41 feet to a 1/2" rebar found;
Thence North 43 Degrees 30 Minutes 24 Seconds West a distance of 95.73 feet to a 1/2" rebar found;
Thence North 32 Degrees 22 Minutes 01 Seconds West a distance of 138.08 feet to a 1/2" rebar found;
Thence North 37 Degrees 39 Minutes 04 Seconds West a distance of 77.21 feet to a 1/2" rebar found;
Thence North 30 Degrees 22 Minutes 11 Seconds West a distance of 102.03 feet to a 1/2" rebar found;
Thence North 31 Degrees 48 Minutes 07 Seconds West a distance of 51.86 feet to a 1/2" rebar found (bent);
Thence North 31 Degrees 32 Minutes 31 Seconds West a distance of 76.93 feet to a 1/2" rebar found;
Thence North 30 Degrees 29 Minutes 06 Seconds West a distance of 83.60 feet to a 1" open-top pipe found;
Thence North 33 Degrees 11 Minutes 02 Seconds East a distance of 710.40 feet to a 1" open-top pipe found;
Thence South 27 Degrees 31 Minutes 23 Seconds East a distance of 800.42 feet to a 7/8" open-top pipe found, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 14.158 Acres.

JUSTIFICATION FOR REZONING APPLICATION OF
EDGE CITY PROPERTIES, INC.

The portions of the Zoning Resolution of the City of Flowery Branch (the “ZR”) which classify or may classify the property (the 'Property') which is the subject of the rezoning application submitted herewith (the “Application”) into any less intensive zoning classification other than as requested by the Applicant, or that prohibit the development of the Property as set forth in the Application, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the ZR as applied to the subject Property, which restricts its use to the present zoning classification is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

The Property is presently suitable for development under the R-2 zoning classification as requested by the Applicant and is not economically suitable for development under the present R-1 zoning classification of the City of Flowery Branch. A denial of the Application would constitute an arbitrary and capricious act by the Mayor and City Council members of the City of Flowery Branch without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City of Flowery Branch Mayor and City Council Members to rezone the Property to the R-2 classification as set forth in the Application with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property to the R-2 classification subject to conditions which are different from the conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the Applicant's and the Owner's utilization of the subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Likewise, a refusal by the City of Flowery Branch's Mayor and City Council Members to permit the Applicant to withdraw the Application without prejudice would be an arbitrary and capricious act by the City of Flowery Branch's Mayor and City Council Members without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section 1, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Accordingly, the Applicant respectfully requests that the rezoning application submitted by the Applicant relative to the Property be granted and that the Property be rezoned to the zoning classification as shown on the respective application.

This 17 day of October 2023

Respectfully submitted,

EDGE CITY PROPERTIES, INC., As Applicant



Michael K. Dye
President



**Staff Report
Edge City Properties
Rezoning Request
Ordinance
December 2023**

Request

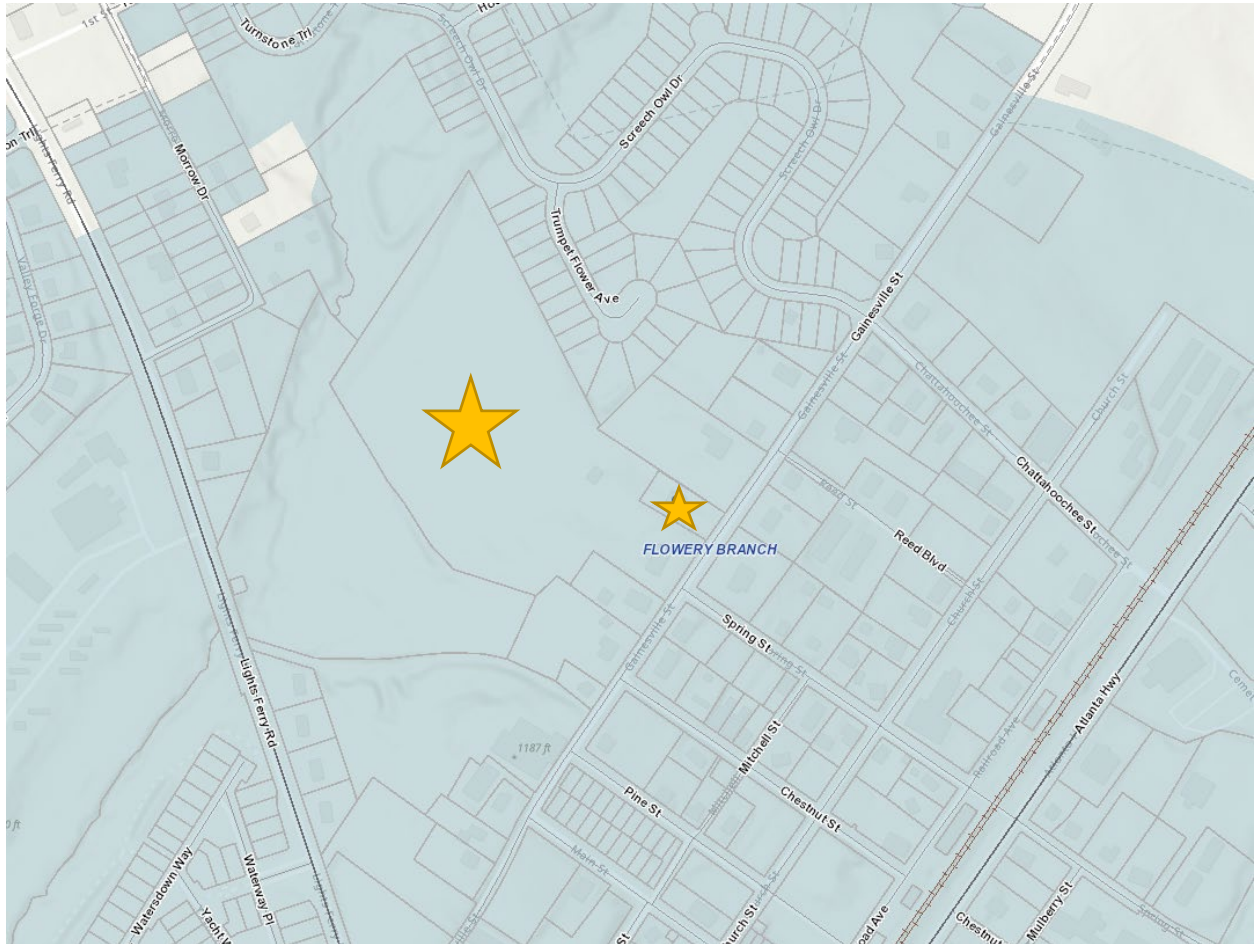
Rezone a 14.158 +/- acre tract of land known as 5416 and 5408 Gainesville Street and described as tax parcel identification numbers 08112 027026 and 08112 027044 from Residential, Detached Single Family, Low-Density District (R-1) to Residential, Detached Single Family(R-2) with the intent to develop and construct forty (40) single family detached homes. The request to rezone to R-2 also includes variance requests.

The variance requests are as follows:

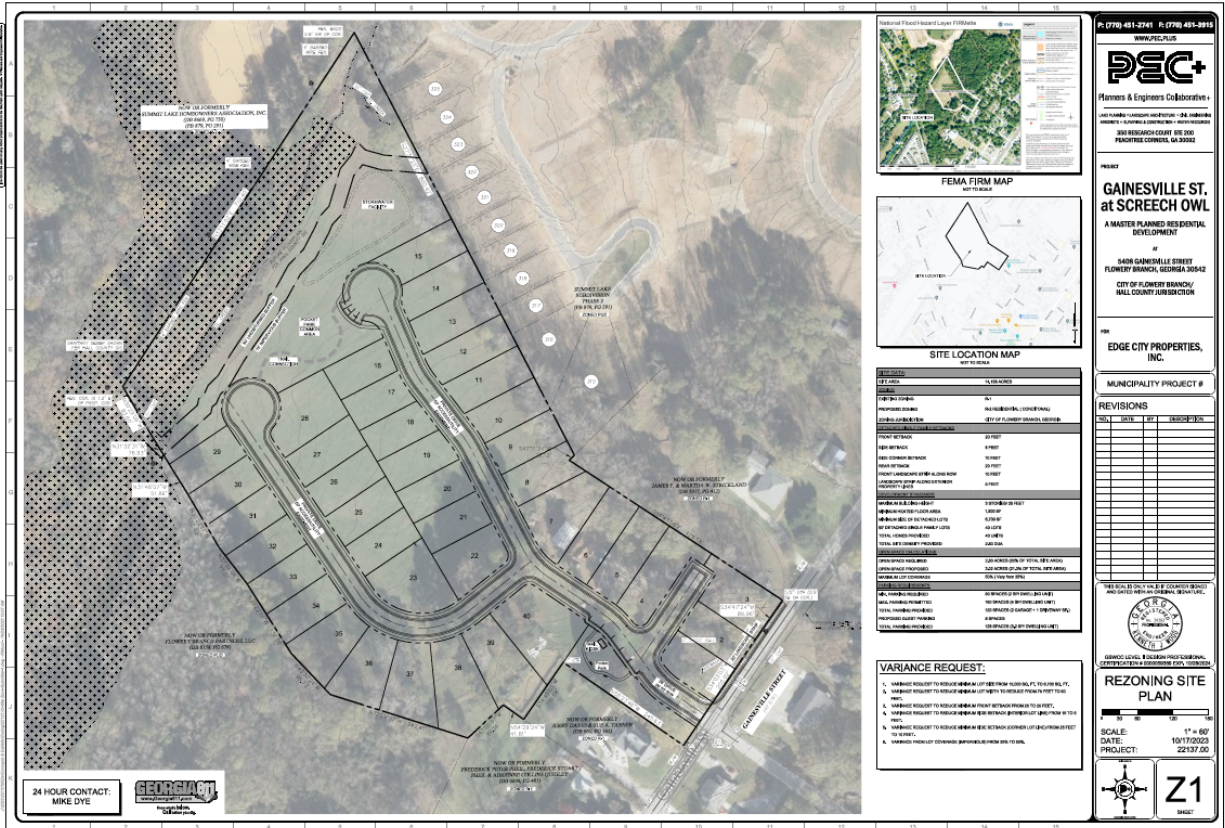
1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 6,700 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM FRONT SETBACK FROM 25 TO 20 FEET.
4. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.
5. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (CORNER LOT LINE) FROM 25 FEET TO 10 FEET.
6. VARIANCE FROM LOT COVERAGE (IMPERVIOUS) FROM 35% TO 50%.



GIS Map:



Proposed Layout:





<u>SITE DATA:</u>	
SITE AREA	14.158 ACRES
<u>ZONING</u>	
EXISTING ZONING	R-1
PROPOSED ZONING	R-2 RESIDENTIAL (CONDITONAL)
ZONING JURISDICTION	CITY OF FLOWERY BRANCH, GEORGIA
<u>DETACHED SINGLE FAMILY SETBACKS</u>	
FRONT SETBACK	20 FEET
SIDE SETBACK	5 FEET
SIDE CORNER SETBACK	10 FEET
REAR SETBACK	20 FEET
FRONT LANDSCAPE STRIP ALONG ROW	10 FEET
LANDSCAPE STRIP ALONG EXTERIOR PROPERTY LINES	5 FEET
<u>DEVELOPMENT STANDARDS</u>	
MAXIMUM BUILDING HEIGHT	3 STORIES/ 35 FEET
MINIMUM HEATED FLOOR AREA	1,800 SF
MINIMUM SIZE OF DETACHED LOTS	6,700 SF
60' DETACHED SINGLE FAMILY LOTS	40 LOTS
TOTAL HOMES PROVIDED	40 UNITS
TOTAL SITE DENSITY PROVIDED	2.83 DUA
<u>OPEN SPACE CALCULATIONS</u>	
OPEN SPACE REQUIRED	2.83 ACRES (20% OF TOTAL SITE AREA)
OPEN SPACE PROPOSED	3.02 ACRES (21.3% OF TOTAL SITE AREA)
MAXIMUM LOT COVERAGE	50% (Vary from 35%)
<u>PARKING REQUIREMENTS</u>	
MIN. PARKING REQUIRED	80 SPACES (2 SP/ DWELLING UNIT)
MAX. PARKING PERMITTED	160 SPACES (4 SP/ DWELLING UNIT)
TOTAL PARKING PROVIDED	120 SPACES (2 GARAGE + 1 DRIVEWAY SP.)
PROPOSED GUEST PARKING	8 SPACES
TOTAL PARKING PROVIDED	128 SPACES (3.2 SP/ DWELLING UNIT)



Proposed Schedule

December 7, 2023 – Public Hearing
December 21, 2023 - Work Session (if requested)
January 4, 2023 – First Read and First Vote
January 19, 2023 – Work Session (if requested)
February 2, 2023- Second Read and Final Vote

Comprehensive Plan



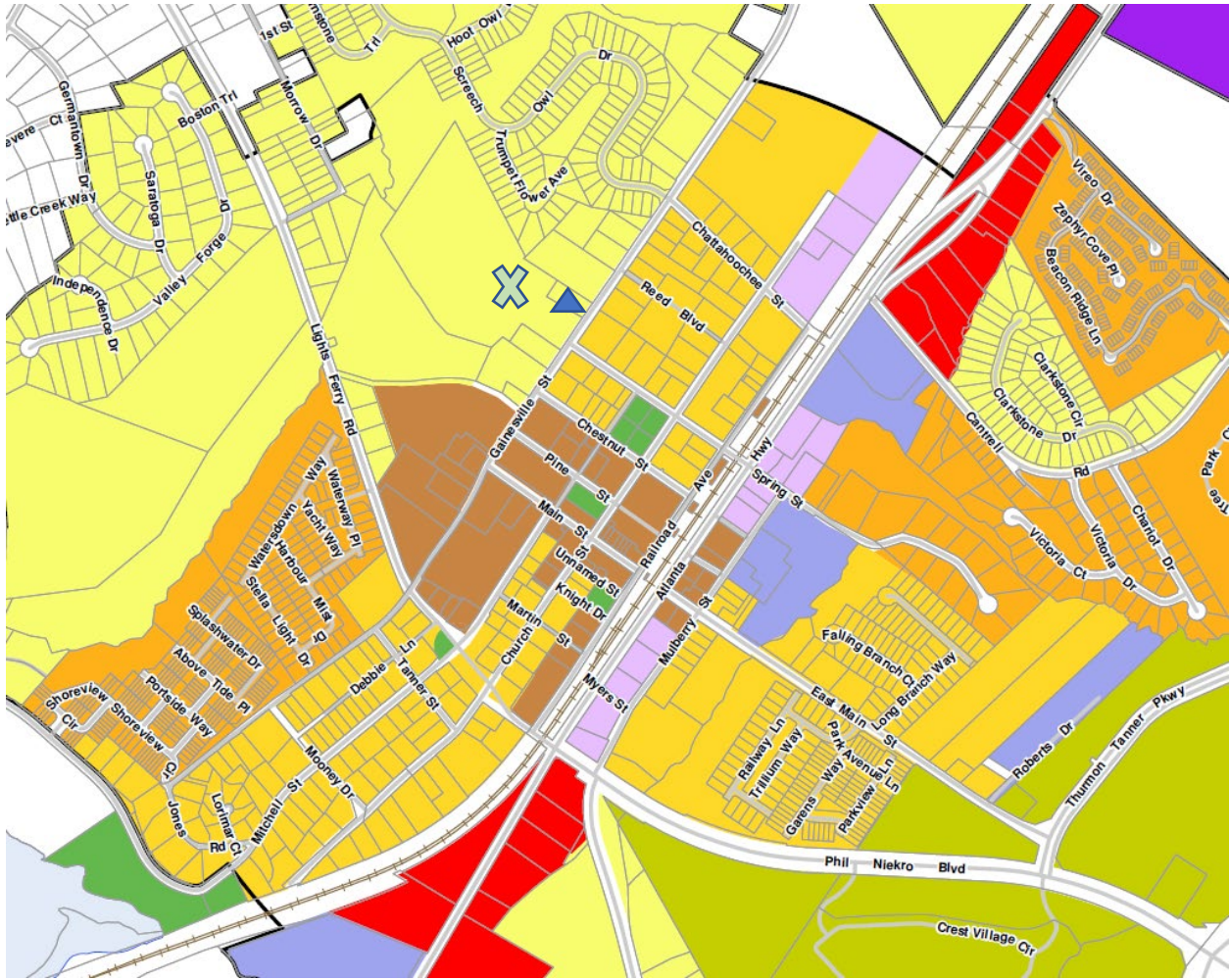


Purpose of the Comprehensive Plan

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

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

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



▲ X Proposed parcel

Future Development Map

Other City Limits	MIXED USE - DOWNTOWN
CHARACTER AREA	MIXED USE - NEIGHBORHOOD
CONSERVATION	NEIGHBORHOOD COMMERCIAL
SUBURBAN RESIDENTIAL	ACTIVITY CENTER
TRADITIONAL NEIGHBORHOOD	ACTIVITY CENTER - RETAIL
URBAN DENSITY COMMUNITY	INDUSTRIAL EMPLOYMENT
OLD TOWN	INSTITUTIONAL CAMPUS



Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to- moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos





The proposed development generally meets the requirements of the Suburban-Residential character area of the Comprehensive Plan. The variance requests would boost downtown redevelopment by accommodating more citizens with a close proximity to downtown area.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Applicant comment

Staff Response

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed development is a single-family residential neighborhood that will conserve important natural areas.
Yes, residential use is appropriate for this site and the surrounding area.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.
The proposed rezoning will not adversely affect the existing use or usability of any of the nearby properties. The proposed development is compatible with surrounding development.
The development will not adversely affect the area.
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
The current R-1 zoning is not a reasonable economic use.
Yes, the current zoning of R-1 may be economically feasible with the potential growth in the downtown area.
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.



The proposed rezoning will not result in an excessive or burdensome use of the infrastructure. The subject property is located on Gainesville Street with access to all utilities. Further, the relatively low development density will not overly burden the infrastructure system.

It is staff's opinion that the use will not create any unnecessary burdens.

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

The proposed rezoning should be appropriate when reviewing the Future Land Use character area of the Property. In addition, the adjacent parcel contiguous to the south are part of the Old Town Character Area and should allow a more intensive zoning. The installation of sidewalks along Gainesville Street will increase walkability to the City's downtown area which is a theme goal in the Comprehensive Plan.

Agree

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

The proposed rezoning is in conformity with the policy and intent of the City's Comprehensive Plan. The low-density R-1 zoning is no longer appropriate, and the property is well served as a single-family residential use and is adjacent to a higher density PUD.

Not to staff's knowledge, no.

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

The existing use is a single-family home. The property is predominately surrounded by a PUD (to the west, north and south) and R-1 on the Gainesville Street frontage.

Agree

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

The current R-1 zoning is not a reasonable economic use. The Property is one of the larger tracts in the area and not appropriate for the larger lot sizes and lower density of R-1.

The R-1 is feasible but the requested R-2 zoning designation is more appropriate as the subject property is close to the downtown area. Please also review applicant's response as part of attached "Exhibit C".

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

The proposed rezoning is appropriate with surrounding uses and should be eligible for a higher density given its proximity to the Old Town Character Area which encourages higher densities and increases the viability of the downtown redevelopment.

Agree. Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area.

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

The proposed rezoning will not create an isolated zoning district and will complement the surrounding uses.

Agree.



- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.
The proposed rezoning will not negatively impact the character area of the zoning district
The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.
The proposed rezoning use will not negatively impact the environment and will produce a quality residential use with careful consideration given to responsibly develop with no negative impact on the environment.
The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.
The proposed rezoning is in full compliance with the overall zoning scheme and purposes of the Zoning Ordinance. This proposal will protect and appreciate the surrounding properties while increasing the quality of the City's housing supply.
The proposed development will enhance the surrounding area and meets the intent of the Zoning Ordinance.



**City of Flowery Branch Rezoning Application
REQUEST FOR STATISTICAL INFORMATION
5416 and 5408 Gainesville Street Rezoning
Application**

1. Value of improvements at buildout:
 - Single Family Detached Homes 40 x \$600,000 = \$24,000,000
 - Total Value of Development \$24,000,000
2. Property tax revenue at buildout: (based on 40% of Total Value is \$9,600,000)
 - Hall County - \$ 236,832 (millage rate of 24.67)
 - City of Flowery Branch - \$31,334 (millage rate of 3.264)
3. Schedule of construction:
 - Design/Permitting: 1/1/2024 to 6/30/2024
 - Land Development/Plat: 7/1/2024 to 1/1/2025
 - Home Construction and Sales 1/1/2025 to 6/30/2026
4. Anticipated total square footage per unit:
 - 2,000 sf minimum
5. Total acreage to be developed:
 - 11.89 acres in total
6. The Single Family Tract will contain approximately 2.31 +/- acres private roads and utility easements.
7. The Single Family Tract will contain approximately 4.75 +/- acres of open space/common area to be maintained by the HOA to be established.
8. The Single Family Tract will contain approximately TBD acres of buffer and watershed protection.
 - A) The impervious buffer is applicable to this tract.
 - B) No property lines may extend into the undisturbed stream buffer.
 - C) The developer intends to utilize private streets to conform to the City's development code for front entry homes. The developer will dedicate storm sewer easements to the City of Flowery Branch as appropriate.
9. Transportation alternatives:
 - The Single Family Tract will have sidewalks along the frontage along Gainesville Street to utilize walkability to the City's downtown area.



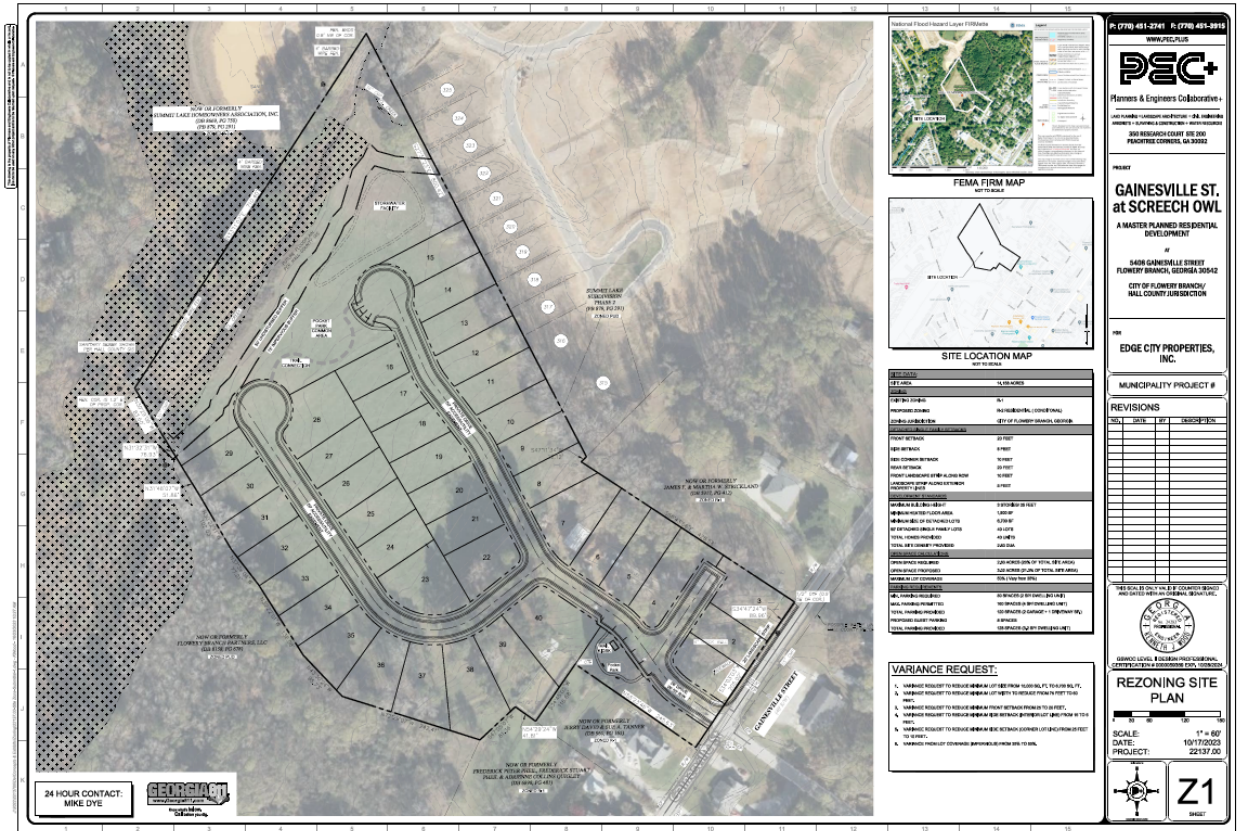
10. Amenities for Single Family tract total approximately 3.02 +/- acres and will include the following:
 - Pocket Park
 - Green Space Area
11. A minimum of TBD are planned for the Single Family Tract with a maximum spacing of 150 feet.
12. The Single Family Tract will include approximately 4,100 linear feet of sidewalk containing approximately 447 cubic yards of concrete.
13. Homes in the Single Family Tract will have access to high speed internet to the extent available from the service provider.
14. The Single Family Tract will contain areas for providing detention, water quality and stream protection.
15. A traffic study has not yet been commissioned.
16. There are no provisions for utilization and storage of reuse water in this plan.
17. The Single Family Tract, as proposed, will generate approximately 14,000 (350 gpd x 40 units) gallons per day of wastewater flow.
18. The maximum daily water consumption is approximately 14,000 gallons per day. Low flow fixtures are required by the development.
19. A preliminary design has been completed in order to evaluate the proposed density. The site does not contain slopes 24% or greater.
20. Public safety requirements related to life safety codes have been considered in the concept design.
21. The Hall County school system will be provided density and build out projections for the entirety of the community.
22. Copies of master covenants and guidelines will be filed and recorded prior to recordation of the initial final plat.



Recommendation

Approve the request as submitted with the following conditions:

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



2. Landscaping
 - A. Typical lot landscaping design: identify type and size of trees and bushes
 - B.
3. Homes shall meet all R2 and current design and architectural requirements.
4. 8' sidewalk is required along Gainesville Street.
5. Streets shall be private



6. A fence around the exterior of the property to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider New Package License for YASH Enterprise 6168 Inc.

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

FACTS AND ISSUES:

The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

OPTIONS:

Approve or Deny

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To allow YASH Enterprise 6168 Inc. DBA: Lakeside Package to sell package beer, wine and distilled spirits at 6168 Gaines Ferry Road.

SAMPLE MOTION:

I make a motion to grant Jagdishchandra Patel a package store license for YASH Enterprise 6168.

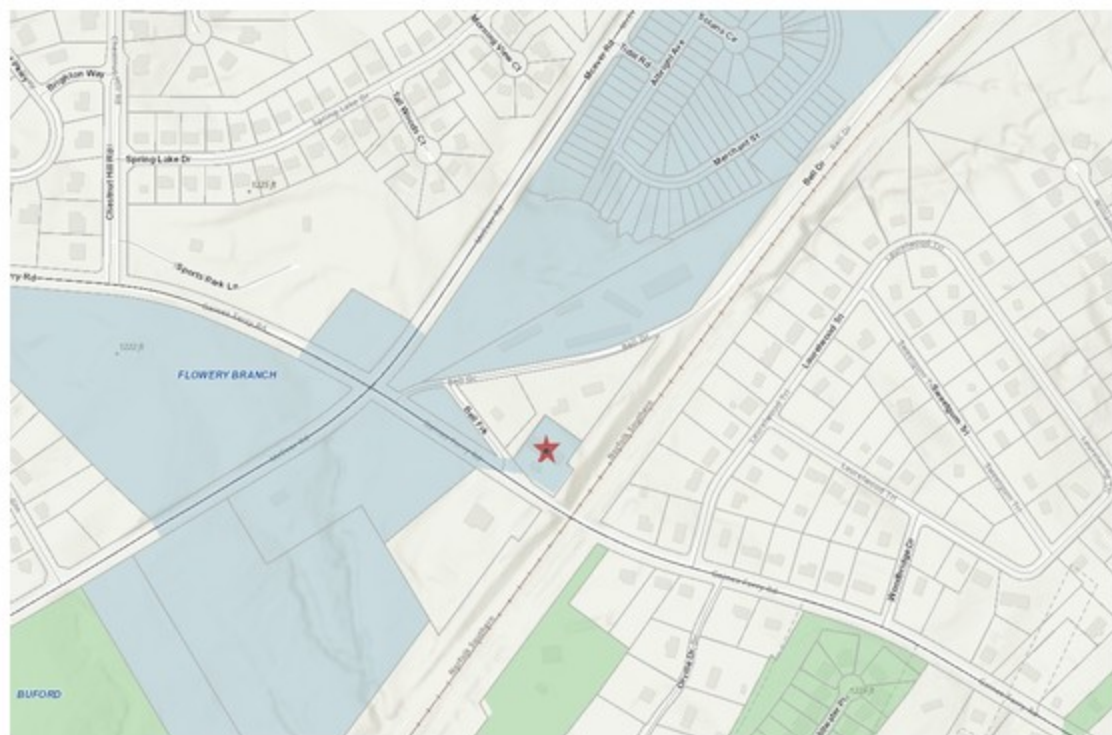
COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [YASH Enterprise 6168.jpg](#)
- [Executive Summary YASH Enterprise 6168 Inc.pdf](#)



FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider New Package License for YASH Enterprise 6168 Inc.

DATE: December 21, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: December 21, 2023

PURPOSE: To allow YASH Enterprise 6168 Inc. DBA: Lakeside Package to sell package beer, wine, and distilled spirits at 6168 Gaines Ferry Road.

HISTORY: The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

FACTS AND ISSUES: The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

OPTIONS: Approve or deny

RECOMMENDED SAMPLE MOTION: I make a motion to grant Jagdishchandra Patel a package store license for YASH Enterprise 6168.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: GEFA Loan CW2020010 Update

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

On April 13, 2021, the City of Flowery Branch entered into a loan agreement with the Georgia Environmental Finance Authority (GEFA) for \$23,300,000. The city entered into this agreement to construct a new wastewater treatment facility. When the bid for the wastewater treatment facility the economy was in the middle of an economic tightening and a supply chain crisis. Due to this environment, the proposed facility cost was higher than normal, and the city chose to reevaluate the proposed facility which delayed the construction. Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a draw down status it is necessary for the loan agreement to be restructured.

FACTS AND ISSUES:

Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a drawdown status it is necessary for the loan agreement to be restructured. Attached is the updated loan agreement to move the repayment date to April 1, 2027.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve the updated loan agreement and authorize the mayor and staff to sign any necessary documents.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - GEFA Loan CW2020010.pdf](#)
- [Loan Modification Letter.pdf](#)
- [Updated Agreement.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: GEFA Loan CW2020010.

DATE: December 21, 2023

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: Approval

PURPOSE:

GEFA Loan CW2020010 Update.

HISTORY:

On April 13, 2021, the City of Flowery Branch entered into a loan agreement with the Georgia Environmental Finance Authority (GEFA) for \$23,300,000. The city entered into this agreement to construct a new wastewater treatment facility. When the bid for the wastewater treatment facility the economy was in the middle of an economic tightening and a supply chain crisis. Due to this environment, the proposed facility cost was higher than normal, and the city chose to reevaluate the proposed facility which delayed the construction. Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a draw down status it is necessary for the loan agreement to be restructured.

FACTS AND ISSUES:

Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a drawdown status it is necessary for the loan agreement to be restructured. Attached is the updated loan agreement to move the repayment date to April 1, 2027.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the updated loan agreement and authorize the mayor and staff to sign any necessary documents.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

December 12, 2023

Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

RE: Modification for Loan No. CW2020010

Dear Ms. Parrish:

Enclosed are the modification documents for the Clean Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the city of Flowery Branch. GEFA is pleased to provide you with the following materials:

1. Three copies of the Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this modification in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the modification. This date will be completed by GEFA at the time of execution of this modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 3 of the modification, the borrower's counsel must also sign where indicated that modification is "Approved as to form."

EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents, and any and all other documents. This resolution must be submitted along with the signed modification documents. The same elected official authorized to sign the modification documents within the resolution must also sign the modification documents.

GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Carroll". The signature is fluid and cursive, with the first letter "G" being particularly large and stylized.

Senior Project Manager

Enclosures



Recipient Execution Checklist

Borrower Name: CITY OF FLOWERY BRANCH Loan Number: CW2020010

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

_____ **(3)Modification of Promissory Note and Loan Agreement**

☐ Signed, dated, and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

☐ Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

**CLEAN 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

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated _____, 20____, by and between CITY OF FLOWERY BRANCH, a Georgia public corporation (the "Borrower"), and the CLEAN WATER FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FUND, a Georgia public corporation (the "Lender").

**DO NOT
DATE THIS
PAGE**

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **APRIL 13, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **MARCH 1, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

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) **APRIL 1, 2027**, 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 THIRTY-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**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **APRIL 1, 2027**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$23,300,000** 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."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF FLOWERY BRANCH

Approved as to form:

By: _____
Borrower's Attorney



Signature: _____

Print Name: _____

Title: _____



(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____



**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **CW2020010**

This project will upgrade the Flowery Branch water reclamation facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ITEM	TOTAL	CWSRF
Construction	\$19,500,000	\$19,500,000
Contingency	2,000,000	2,000,000
Engineering & Inspection	1,700,000	1,700,000
Administrative/Legal/Permits	100,000	100,000
TOTAL	\$23,300,000	\$23,300,000

*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: CW2020010

ACTION	DATE
Plans & Specs Submitted to EPD	MARCH 2024
Bid Opening	APRIL 2024
Notice to Proceed	MAY 2024
Completion of Construction	DECEMBER 2026

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from **CAROTHER & MITCHELL, LLC** was delivered to you, dated **APRIL 1, 2021** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **APRIL 13, 2021** between **CITY OF FLOWERY BRANCH** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **MARCH 1, 2021**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

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 Borrower has borrowed **\$23,300,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **APRIL 1, 2021**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **MARCH 1, 2021**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(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)

Secretary/Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Awarding RFP 24-001 for Branding to Radical Design, Co., LLC

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The current brand for the City of Flowery Branch is the Dogwood flower. Branding is much deeper than just a logo. It tells a story that encompasses the past, present, and future. Currently, the City of Flowery Branch does not have a brand.

FACTS AND ISSUES:

- An RFP was issued for Brand Marketing Services to help the City of Flowery Branch tell our story.
 - While our logo is recognized by many, it does not tell others anything about who Flowery Branch is, what is important to the citizens, employees, and visitors, or where we dream of going.
 - The City of Flowery Branch has amazing attributes that other cities do not have. We want to stand out and show those within our brand. (ex: We are the only Flowery Branch city in the world, one of the only Georgia historic downtowns on a lake, and part of the Old Federal Road is in Flowery Branch just to name a few.)
 - This project will result in deliverables that provide consistency in content that is put into the community and will tell the story of Flowery Branch.
 - 2024 will be the City of Flowery Branch's sesquicentennial celebration and will be an excellent time to reveal our story with a new brand.
-
-

OPTIONS:

- 1) Award the contract to Radical Design, Co., LLC 2) Do not award contract
-
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$59,500 Local Resources Fund

RECOMMENDATION:

Approve to allow the Mayor to execute contract with Radical Design, Co., LLC

SAMPLE MOTION:

I make a motion for the City Council to authorize the Mayor to sign a contract with Radical Design, Co., LLC for brand marketing services for the City of Flowery Branch.

COLLABORATING DEPARTMENT:

Community Relations

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Brand Marketing Services.pdf](#)
- [Radical SOW CFB-C001.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



SUBJECT: Award of Contract to Radical Design, Co., LLC for Brand Marketing Services.

DATE: December 13, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$59,500

COMMISSION ACTION REQUESTED ON: December 21, 2023

PURPOSE: To award contract to Radical Design, Co., LLC for Brand Marketing Services.

HISTORY: The current brand for the City of Flowery Branch is the Dogwood flower. Branding is much deeper than just a logo. It tells a story that encompasses the past, present, and future. Currently, the City of Flowery Branch does not have a brand.

FACTS AND ISSUES:

- An RFP was issued for Brand Marketing Services to help the City of Flowery Branch tell our story.
- While our logo is recognized by many, it does not tell others anything about who Flowery Branch is, what is important to the citizens, employees, and visitors, or where we dream of going.
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- This project will result in deliverables that provide consistency in content that is put into the community and will tell the story of Flowery Branch.
- 2024 will be the City of Flowery Branch's sesquicentennial celebration and will be an excellent time to reveal our story with a new brand.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize the Mayor to sign a contract with Radical Design, Co., LLC for brand marketing services for the City of Flowery Branch.

DEPARTMENT: Finance

Prepared by: Krystle Hightower

Radical Design Co., LLC
2472 Jett Ferry Road, Suite 400-160
Atlanta, GA 30338
404.465.1670
billing@radicaldesign.co



11/17/2023 ("Effective Date")

Krystle Hightower
Human Resources Director
The City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
470-798-0548, ext. 110
khightower@flowerybranchga.org

STATEMENT OF WORK: FLOWERY BRANCH BRAND REFRESH INITIATIVE (CFB-C001)

1. INTRODUCTION

Radical Design Co. LLC ("Radical") is pleased to provide this Statement of Work (this "Statement of Work" or "SOW") confirming the services to be provided by Radical Design Co. ("Radical") to assist The City of Flowery Branch ("Client") in connection with its Brand Refresh Initiative ("Project").

2. Project

Client has requested Radical's support for project work in which the Client will outline requirements for each. The Project will focus on Revitalizing the City of Flowery Branch branding, showcasing the community's unique character through logos and graphics highlighting its rich history, dynamic growth, and exciting prospects. The aim is to craft a timeless and impactful brand that resonates with the City of Flowery Branch's residents and visitors, sparking interest, attracting investments, and fostering a desire to visit and reside there.

3. Outcomes

Radical understands that the Client's objectives in connection with this Project are to:

- Conduct extensive discovery and research to learn and understand stakeholders and the Flowery Branch community's perspectives and ideas.
- Generate summaries and formally document valuable insights and feedback from stakeholder interviews and surveys.
- Develop a robust brand strategy and foundation that keenly defines Flowery Branch's positioning, values, vision, and mission.
- Craft comprehensive Brand Strategy Documentation guiding all future decisions and ensuring a clear brand essence and market differentiation.
- Create a distinctive logo design that embodies the new brand identity, effectively communicating the brand's tone and style.
- Ensure the logo is a visual cornerstone aligned with the overall brand strategy.

- Design a suite of supporting collateral and marketing materials for print and digital, strategically leveraging the new brand identity.
- Incorporate items such as business cards, letterheads, brochures, physical signs, digital templates, and social media assets to ensure consistency across all mediums.
- Develop and execute a detailed launch strategy for the new brand, ensuring a smooth transition and adoption by internal and external audiences.
- Provide comprehensive training support with resources and guidelines for future workshops and presentations for internal teams to understand, adopt, and champion the new brand.

4. Scope of Work

Radical will provide Design capabilities (“Service”) to support the Project for the purpose of delivering Deliverable(s) as set forth below:

4-A. RESEARCH DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Stakeholder Interviews (up to 5 individuals)	N/A	Accountable	Input Required
Quantitative Local Research (at least 15 respondents)	Surveys, Questionnaires, or comparable platform enablement	Accountable	Input Required Review Required Sign-off Required
Collaborative Workshop (up to 6 hours)	In-Person or Virtual	Accountable	Input Required
Research & Insights Readout	PDF	Accountable	Review Required Sign-off Required

4-B. CONCEPTUAL DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Team Working Session (up to 2)	In-Person or Virtual	Accountable	Input Required
Logo Concept Directions (up to 3)	PDF	Accountable	Input Required Review Required Signoff Required
Logo Concept Validation Testing (Community Involvement)	Digital or In-Person Qualitative Testing	Accountable	Review Required
Refined Final Logo Direction (up to 1)	PDF	Accountable	Input Required Review Required Signoff Required

Brand Kit	PDF	Accountable	Review Required Signoff Required
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4-C. PRODUCTION DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Collateral and Marketing Template Designs (no more than 10 items) (ex: business cards, Signage, Environmental Graphics, letterhead, brochures, PowerPoint presentations, social posts, and Marketing emails)	Multiple	Accountable	Review Required Signoff Required
Final Brand Asset Files (production ready)	Working Files (ie. psd, ai, pdf, etc.)	Accountable	Signoff Required
Brand Messaging & Training Documentation	PDF	Accountable	Signoff Required
Launch Strategy Documentation	PDF	Accountable	Signoff Required

Radical hereby assigns to Client all right, title and interest in and to any work product created by Radical, or to which Radical contributes, pursuant to this SOW (the “Work Product”), including all copyrights, trademarks and other intellectual property rights contained therein. Radical will execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. If Radical does not, for any reason, execute such documents within a reasonable time of Client’s request, Radical hereby irrevocably appoints Client as Radical’s attorney-in-fact for the purpose of executing such documents on Radical’s behalf, which appointment is coupled with an interest. If Radical has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product which cannot be assigned, Radical waives enforcement worldwide of such rights against Client. If Radical has any such rights, that cannot be assigned or waived, Radical hereby grants to Client an exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. Work Product that contains asset collateral requiring additional procurement of rights for use or any other procurement requirement will be the sole responsibility of the Client to procure and provide such asset collateral to Radical in a timely fashion for use in any final delivery files. Radical will not be responsible for or handle any licensing agreements for asset collateral procured by the Client.

5. Assumptions

- Client will provide Radical with the necessary resources empowered to make decisions and provide Radical with the information needed to complete the Deliverable.
- Client will provide Radical all necessary internal or external 3rd party software licenses or access to internal or external 3rd party applications, infrastructure, or virtual conferencing systems as required by Client to perform the Deliverable.

- All relevant individuals with authority to provide guidance and input to Radical for this project will be available for key project meetings, reviews, calls, and workshops.
- TWO (2) client review cycles have been anticipated for Deliverable set 4-B to achieve sign-off. A client review cycle is the display of work products by Radical to the Client and the time for the Client to provide consolidated feedback to Radical.
- ONE (1) client review cycle has been anticipated for Deliverable set 4-A & 4-C to achieve sign-off. A client review cycle is the display of work products by Radical to the Client and the time for the Client to provide consolidated feedback to Radical.
- Client will provide timely feedback, assets, and information necessary for the agency to perform its services effectively. Timely feedback is within 48 hours of reviews or work product delivery unless otherwise determined by low-level planning or case-by-case needs. Any delays in client responses may impact project timelines and costs.
- Client to provide consolidated, non-contradictory feedback within two business days of delivery of any Deliverable.
- No additional third-party research is included in this scope.
- No technical development or implementation is included as part of this scope.
- Scope does not include the purchase or licensing of typefaces, imagery, or other artwork. If the purchase is deemed necessary, Client will be responsible for acquisition and investment.
- Content to be provided by Client as applicable.
- Client will provide any necessary brand assets (e.g., logos, brand guidelines, images, etc.) in high-resolution, usable formats. If these are unavailable, additional work may be required to recreate or source them.
- All content, whether textual or visual, should be provided or purchased where required by the Client and should be final, proofread, and free from copyright restrictions.
- Client to provide all existing research at project start. This includes but is not limited to business plans, competitive analysis, marketing strategy/plans, existing branding guidelines, existing voice and tone guidelines, personas, and/or other relevant documents needed to develop a foundational understanding of the business.
- Radical will be the primary entity performing the work outlined in this SOW. If the Client wishes to involve third parties, it should be communicated and agreed upon in advance and may incur additional costs.
- Language targets US English only for collateral and marketing materials.

6. Schedule

Estimated schedule length of SIX (16) weeks beginning at the defined Project kickoff date (to be determined). Low-level project planning to occur within the first week of project work. Timeframe subject to change based on the outcomes of initial planning session.

7. Fees and Payment Schedule

For the Deliverable rendered by Radical for Client, Client agrees to pay Radical the billable amount of **\$59,500.00 USD**, plus all applicable taxes. Any and all expenses incurred for material, travel, transportation, and lodging to support the Deliverable to Client will be approved by the Client via a written order in the form of an email Change Order accepted by both the Client and Radical, and the expenses documented within a Change Order will be passed through via a separate expense documentation for payment by the Client to Radical.

Invoices must be paid within thirty (30) days of receipt. A one and one half (1.5%) monthly service charge will be billed against late payments.

Client will be issued an invoice by Radical in accordance with the schedule below. If applicable, a discount line suitable to the Project work will be included within invoices. Scheduled invoices will be rounded to the nearest cent where applicable.

7-A. INVOICE SCHEDULE

INVOICE	NAME	INVOICE DATE	SERVICE FEES
1	Invoice on Contract Start	Invoiced on SOW Effective	\$10,000.00 USD
2	Deliverable 4-A	Invoiced on Date of Completion	\$10,000.00 USD
3	Deliverable 4-B	Invoiced on Date of Completion	\$20,000.00 USD
4	Deliverable 4-C	Invoiced on Date of Completion	\$19,500.00 USD

8. Indemnity; Representations and Warranties

Radical represents and warrants that: (a) Radical has the right and unrestricted ability to assign the Work Product to Client (including without limitation the right to assign any Work Product created by Radical's employees or contractors), (b) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (c) the Work Product will fully conform to the specifications, requirements, and other terms in this SOW; and (d) Radical will perform all Deliverable in a professional and workmanlike manner consistent with industry standards and practices. Radical will indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Radical of the foregoing representations and warranties.

9. Term; Termination

This SOW will commence on the Effective Date and continue in effect until either the Deliverable has been completed and accepted by both Radical and the Client or 10 business days have passed from the delivery of Deliverables to Client (excluding national holidays). Either Party may terminate this SOW immediately upon Notice of Termination ("Notice") in the event of the other Party's material breach of the SOW. In the event this SOW expires or is terminated via Notice, any term which, by its nature, is intended to survive the termination or expiration of this SOW will survive.

The Notice of this SOW shall be provided in writing to Radical by e-mail to **RYAN LEFKOFF** (rlfkoff@radicaldesign.co) at least seven (7) business days prior to the date of termination (the "Termination Date"), not including the date of the Notice. Unless the Client and Radical agree in writing otherwise, Radical will cease all performance of the Services upon receipt of the Notice of Termination and begin preparing the Client's file for electronic transfer to the Client. Radical will be compensated for the Services and Deliverables through the Termination Date. Client shall be responsible for payment of all invoices billed as of the Termination Date. Radical shall prepare and send to the Client an invoice containing a 10% fee assessed against all invoices not delivered to Client due to the Notice. Payment of the Final Invoice shall be due immediately upon receipt. Deliverables, in whatever stage of completion, shall be electronically transmitted to the Client within three (3) business days of the date Radical receives full payment of the Final Invoice.

10. Confidentiality

Radical will hold Client Confidential Information in strict confidence and not use such Confidential Information or disclose such Confidential Information to third parties, except as required in providing Deliverable under this SOW or as approved by Client's Chief Executive Officer in writing. "Confidential Information" means all information disclosed by Client's to Radical, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence by Radical: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Radical or any of its employees, contractors or agents; (b) is or becomes available to Radical on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Radical or its employees, contractors or agents before being disclosed by or on behalf of Client; or (d) was or is independently developed by Radical without reference to or use, in whole or in part, of any of Client's Confidential Information. In addition, Radical may disclose Client's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. As between the parties, all Confidential Information furnished to Radical by Client is the sole and exclusive property of Client. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Force Majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (including any industrial Dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twelve (12) weeks, the party not affected may terminate this agreement by giving 30-day written notice to the affected party.

12. Miscellaneous

This SOW shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This SOW constitutes the entire understanding of the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent misrepresentation, negligent misrepresentation, or negligent or innocent misstatement based on any statement in this agreement. The terms of this SOW can be modified only by a writing signed by both parties, except that Client may not authorize expenses or revisions orally (see Section 7 for details). Any dispute arising out of this SOW will be attempted to be resolved by good faith negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this SOW shall not be construed as a continuing waiver of other breaches of the same or other provisions. This SOW shall be governed by the laws of the State of Georgia and courts of such state shall have exclusive jurisdiction and venue. Radical's relationship with Client is that of an independent contractor, and nothing in this SOW is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship with Radical (or Radical's employees, contractors, or members). Any notice to be sent under this SOW will be sent to the address on the first page by certified mail and deemed received upon delivery.

Marketing Usage: Radical retains the right to market Work Product within the business portfolio and on social media channels only. All other marketing will require Client written approval.

This SOW must be signed and returned before Radical can schedule or begin the Deliverable.

I have had sufficient opportunity to read this entire Agreement. I have read it and understand it and I agree to be bound by its terms.

RADICAL DESIGN CO., LLC

THE CLIENT

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: FY2024 2nd Quarter Capital Update

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The City of Flowery Branch established a 5-year Capital Plan which is approved annually during the budget process. Each year this plan is updated to reflect current and future capital needs.

FACTS AND ISSUES:

Quarterly update of the City's capital plan.

OPTIONS:

N/A

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

N/A

SAMPLE MOTION:

N/A

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - FY24 2nd Quarter Capital Update.pdf](#)
- [Q2 CIP Report 12-31-2023.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: FY2024 2nd Quarter Capital Update

DATE: December 21, 2023

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

☐ RECOMMENDATION

☐ POLICY DISCUSSION

☒ STATUS REPORT

☐ OTHER

COUNCIL ACTION REQUESTED ON:

PURPOSE:

To give an update on capital project through 12/31/2023.

HISTORY:

The City of Flowery Branch established a 5-year Capital Plan which is approved annually during the budget process. Each year this plan is updated to reflect current and future capital needs.

FACTS AND ISSUES:

Quarterly update of the City's capital plan.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

N/A

DEPARTMENT: Administration

Prepared by: Matthew Hamby

City of Flowery Branch
Capital Improvements Plan Summary
 Open Capital Projects Status Report
 As of 12/31/2023

CAPITAL PROJECT MASTER SUMMARY

American Rescue Plan Capital Fund

Project #	Project Description	Budget	Expenditures Project-to-Date	Encumbrances Project-to-Date	Unencumbered Balance
60130	Wastewater Treatment Plant (2) Blower Rentals	139,200	111,305	-	27,895
Total Project Budgets		139,200	111,305	-	27,895

Tax Allocation District Capital Fund

Project #	Project Description	Budget	Expenditures Project-to-Date	Encumbrances Project-to-Date	Unencumbered Balance
40200	Tenant Improvements - Main St Building	445,000	139,527	-	305,473
Total Project Budgets		445,000	139,527	-	305,473

Water/Sewer Capital Fund

Project #	Project Description	Budget	Expenditures Project-to-Date	Encumbrances Project-to-Date	Unencumbered Balance
50130	Water Line Improvements Planning & Design	840,000	77,412	-	762,589
50270	Wastewater Expansion Construction	23,014,834	954,274	-	22,060,560
50290	Wastewater Pump Station Modification	200,000	-	-	200,000
50300	Water Distribution System Upgrade Program	422,010	-	-	422,010
50310	Lights Ferry Water Line	500,000	-	-	500,000
50320	Well 4 & 5 implementation	2,288,768	445,000	-	1,843,768
50350	SCADA System Improvements	100,000	-	-	100,000
50360	New 250,000 Gallon Elevated Tank Construction	2,906,893	2,005,542	-	901,351
50370	Wastewater Effluent Discharge Force Main: Phase 2	-	-	-	-
50380	Interim Wastewater Plant Improvements	922,488	910,457	-	12,031
50390	Roberts Drive Pump Station Reliability Project	-	-	-	-
50400	Modify Well Pumps and Well House for Wells No. 1 and No. 3	200,000	-	-	200,000
50410	Atlanta Hwy Water Line [reallocate to Wells 4 & 5]	-	-	-	-
50420	Gainesville Sewer Line	2,077,075	1,599,863	-	477,212
50430	Water Distribution at Railroad Crossing	-	-	-	-
50440	Replacement Generator	127,990	-	-	127,990
Total Project Budgets		33,600,058	5,992,547	-	27,607,511

SPLOST Capital Fund

Project #	Project Description	Budget	Expenditures Project-to-Date	Encumbrances Project-to-Date	Unencumbered Balance
30120	Annual Road Paving and Sidewalks Program	3,436,815	694,080	-	2,742,735
30130	Police Vehicles/Equipment	513,818	414,291	-	99,527
30180	Old Town Stormwater Improvements - Phase 2	550,000	-	-	550,000
30200	Wastewater Plant Entrance	550,000	-	-	550,000
30230	Old Town Bike-Pedestrian Path	550,000	-	-	550,000
30240	Parks Property and Improvements	244,428	-	-	244,428
30250	Public Works Property	-	-	-	-
30260	McEver & Gaines Ferry Rd Traffic Improvements	2,060,000	97,059	-	1,962,941
Total Project Budgets		7,905,061	1,205,429	-	6,699,631

City of Flowery Branch
Capital Improvements Plan Summary
Open Capital Projects Status Report
As of 12/31/2023

Local Resources Capital fund					
Project #	Project Description	Budget	Expenditures Project-to-Date	Encumbrances Project-to-Date	Unencumbered Balance
20210	City Buildings Generator Project	50,000	51,667	-	(1,667)
20220	IT Equipment Upgrades Annual Program	125,000	45,312	-	79,688
20230	Website Upgrades	90,000	24,699	-	65,301
20250	Tourism Golf Cart	25,000	13,400	11,425	175
20270	Downtown Development Phase II	418,305	297,848	30,000	90,458
20280	City Building Security	50,000	-	-	50,000
20300	Utility Vehicle	80,000	-	-	80,000
20310	4x4 Crew Cab Truck	45,000	-	-	45,000
20320	Front End Loader	40,000	-	-	40,000
20330	Land Acquisition	243,805	-	-	243,805
20340	Sidewalk Program	50,000	-	-	50,000
20350	Planning Software	50,000	5,485	-	44,515
20360	Landscaping Design and Implementation	50,000	-	-	50,000
20370	Hammock Park	30,000	-	-	30,000
20380	Caboose Renovation	30,000	-	-	30,000
20290	Gateway Sign	100,000	9,838	-	90,162
20390	Axon Equipment	402,173	173,081	-	229,092
20260	Police Utility Vehicle	25,000	22,588	-	2,412
20400	Public Bathroom	100,000	-	-	100,000
20410	Emergency Response Vehicle	50,000	-	-	50,000
Total Project Budgets		1,477,110	448,249	41,425	843,940



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider December 7, 2023 City Council Meeting Minutes

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial December 7, 2023 City Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, December 7, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

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

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Public Works & Utilities Director Bill Whidden, Planning and Community Development Director Rich Atkinson, Finance Director Matt Hamby, Human Resources Director Krystle Hightower, Community Relations Director Renee Carden, and City Attorney Ted Baggett.

Absent: Council Member Oliver McClellan

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

MOTION: Chris Mundy

SECOND: Joe Anglin

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

NAYS: None

Motion carried

AWARDS & RECOGNITIONS

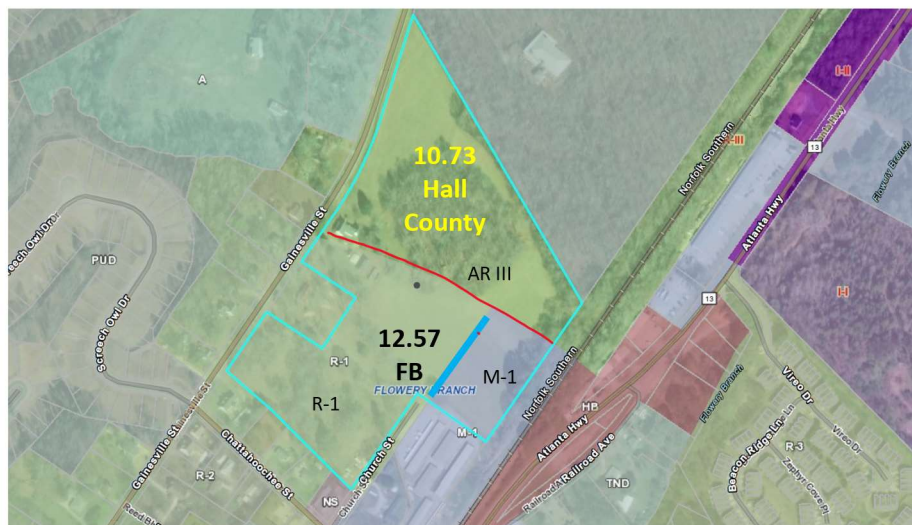
City Manager Parrish presented an award to Finance Director Hamby and the finance department for FY2022 Popular Annual Financial Report award. The award represents a significant achievement by the entity. In order to be eligible for the PAFR Award, a government must also submit its annual comprehensive financial report to GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and receive the Certificate for the current fiscal year. Each eligible report is reviewed by judges who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity, and other elements.

City Manager Parrish wanted to recognize the great job of the finance department under the leadership of Finance Director Hamby.

PUBLIC HEARING:

Public Hearing to Consider an Annexation and Rezoning Request submitted by PR Land Investment

City Planner Yu Peng presented a public hearing to consider a annexation and rezoning request submitted by PR Land Investment. The request is to annex and rezone 10.73+/- acre tract land from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development District (TND). If annexed, it is requested to rezone the 12.57+/- acres of the incorporated portion of land from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development (TND) and construct 117 detached single -family homes. This also includes variance requests.



PUBLIC COMMENTS:

In Favor:

Kirk Fjelstul with Smith, Gambrell & Russell, 1105 W. Peachtree Street, Atlanta, Georgia.

Against:

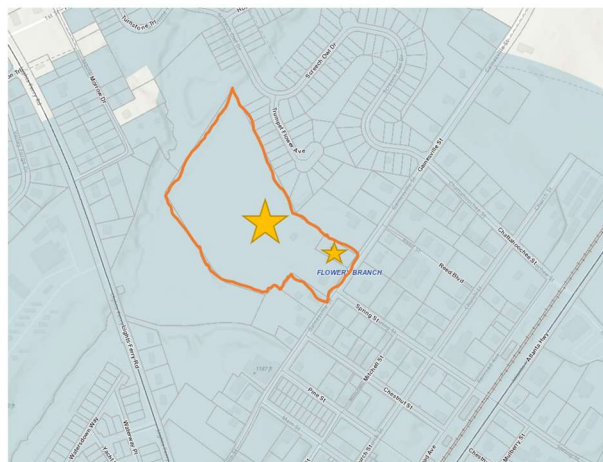
None

Council held a discussion with Mr. Fjelstul and other representatives of Smith, Gambrell & Russell regarding the proposed development.

Mayor Asbridge closed the public hearing at 6:26 p.m.

Public Hearing to Consider a Rezoning Request submitted by Edge City Properties

City Planner Yu Peng presented a public hearing to consider a rezoning request submitted by Edge City Properties. The request is to rezone a total 14.158 +/- acre tract of Residential, Detached Single Family, Low-Density District (**R-1**) to Residential, Detached Single Family (**R-2**) with the intent to develop and construct forty (40) single family detached homes. The request to rezone to R-2 also includes variance requests.



1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 6,700 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM FRONT SETBACK FROM 25 TO 20 FEET.
4. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.
5. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (CORNER LOT LINE) FROM 25 FEET TO 10 FEET.
6. VARIANCE FROM LOT COVERAGE (IMPERVIOUS) FROM 35% TO 50%.
7. VARIANCE REQUEST TO WAIVE 50 FOOT SETBACK AGAINST R-1 DISTRICTS



- 1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 6,700 SQ. FT.**
- 2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.**
- 3. VARIANCE REQUEST TO REDUCE MINIMUM FRONT SETBACK FROM 25 TO 20 FEET.**
- 4. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.**
- 5. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (CORNER LOT LINE) FROM 25 FEET TO 10 FEET.**
- 6. VARIANCE FROM LOT COVERAGE (IMPERVIOUS) FROM 35% TO 50%.**
- 7. VARIANCE REQUEST TO WAIVE 50 FOOT SETBACK AGAINST R-1 DISTRICTS**



Planners & Engineers
Collaborative+

GAINESVILLE STREET
CITY OF FLOWERY BRANCH, GA

VARIANCE REQUESTS





PUBLIC COMMENTS:

In Favor:

Kenneth Wood, 350 Research Court, Peachtree Corners, Georgia.

Against:

None

Council held a discussion with Mr. Wood regarding the proposed development.

Mayor Asbridge closed the public hearing at 6:40 p.m.

Public Hearing to Consider a Conditional Use Permit Request submitted by Park Mini-Storage, LLC.

City Planner Yu Peng presented a public hearing to consider a conditional use permit submitted by Park Mini-Storage, LLC. to a car wash in Highway Business (HB) on 4728 & 4734 Hog Mountain Road.



Comprehensive Plan

Industrial Employment

The current character area for this site is "Activity Center".

This character area is an accessible center of retail businesses, services and complementary uses. A wide range of commercial uses is contemplated in this area.

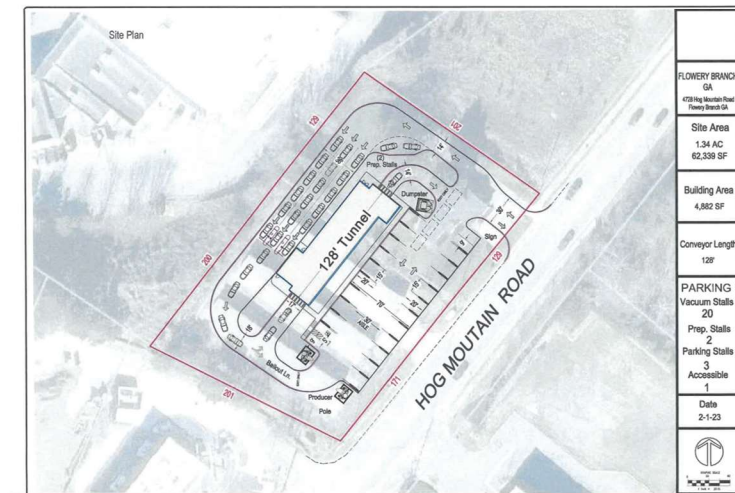
This use provides the services element to the existing retail commercial area.

The proposed use is in conformity with the Comprehensive Plan.

Character Area Map



Proposed site map



Proposed renderings



PUBLIC COMMENTS:

In Favor:

Keith Cook, 3120 Frontage Road, Gainesville, Georgia.

Against:

None

Council held a discussion with Mr. Cook regarding the proposed development.

Mayor Asbridge closed the public hearing at 6:50 p.m.

NEW BUSINESS -WORK SESSION:

FY2023 Audit Presentation

Clay Pilgrim with Rushton, LLC presented FY2023 audit presentation. In accordance with *Government Auditing Standards*, Rushton has issued their report on the consideration of the City of Flowery Branch, Georgia's internal controls and their tests of compliance. This report describes the scope of their testing of internal control and compliance, and the results of that testing, but is not intended to provide an opinion on the internal control or compliance. One material weakness and no significant deficiencies were noted in the internal controls of the City of Flowery Branch, Georgia. No instances of material noncompliance or other matters that are required to be reported were noted.

Council held a discussion with Mr. Pilgrim regarding the audit.

Consider Resolution 23-012: Year-end Amendment to the Budget for FY2023

Director Hamby presented Resolution 23-012: Year-end amendment to the budget for FY2023. Final adjustments were needed to reflect revenue and expenses adjusted at year-end. A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

Consider Amendment 1 to the Memorandum of Understanding (MOU) with Parkside Partners

City Manager Parrish presented consideration of Amendment One to the Memorandum of Understanding (MOU) with Parkside Partners from December 27, 2023 to August 29, 2024. After the MOU was signed, City staff began the development of the parking and mobility study of the downtown area and partnered with the Greater Hall Metropolitan Planning Organization (GHMPO). City staff requested that Parkside Partners have one member of their team on the evaluation committee of the parking and mobility study. The bid for the parking and mobility

study has not been awarded and the two projects' timing must coincide. City staff has requested that the MOU be extended to ensure that the parking and mobility study is complete before Parkside Partners presents their final plans for public and council review.

Approving the Appalachian Regional Commission's "Area Development Program" grant application created by the Georgia Mountains Regional Commission on the city's behalf.

Grant Administrator Elias Gobble presented the Appalachian Regional Commission's "Area Development Program" grant application created by the Georgia Mountains Regional Commission. The "Highlands to Islands" trail is a multi-use trail that reaches from Gainesville to Lake Lanier Islands. A planned section of this multi-jurisdictional trail falls in Flowery Branch. In an effort to promote healthy living and pedestrian connectivity, the City seeks to begin planning and constructing a trail portion located in Flowery Branch. The trail would begin at the end of an existing trail at I-985, travel through downtown, and continue to lakeside Flowery Branch Bay Park. With a partnership with the GMRC and ARC, additional funding may be acquired to support this endeavor. In order to pursue funding to support construction of a pedestrian/bike trail, the Georgia Mountains Regional Commission has created an application for the Area Development Program grant offered by the Appalachian Regional Commission (ARC).

Council held a discussion with Mr. Gobble regarding the application.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden advised the success of the Christmas Festival and Parade.

Finance Department Report:

He wanted to thank his team for all their hard work.

Planning Department Report:

Director Atkinson wanted to thank City Planner Yu Peng for all her hard work on the three public hearings that she worked on and presented at the meeting.

Council Report:

Council Member Mundy wanted to thank staff and specifically the public works department and Director Whidden for all their hard work on the antique fire truck that was utilized in the Christmas Parade.

Council Member Anglin thanked City Manager Parrish for her leadership.

Mayor Asbridge stated the Christmas Parade was unbelievable. He stated the City hosted the first day of Hanukkah with a menorah lighting by Rabbi Nechemia Gurevitz. Mayor Asbridge

advised that 2024 will be a fantastic year for the City of Flowery Branch. He thanked the staff for making this a great year.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 7:34 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 7:34 p.m.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

- Consider 2024 City Council Meeting Dates
- Consider November 16, 2023 City Council Meeting Minutes
- Consider November 16, 2023 Executive Session Minutes
- Consider November 2023 Per Diem for Mayor Asbridge

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

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider First Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

There was a motion made to approve Ordinance 700 amending the Charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Consider Resolution 23-012: Year-end Amendment to the Budget for FY2023

There was a motion made to approve Resolution 23-012 for the year-end budget adjustments.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Amendment 1 to the Memorandum of Understanding (MOU) with Parkside Partners

There was a motion made to approve Amendment One to the Memorandum of Understanding (MOU) with Parkside Partners.

MOTION: Joseph Mezzanotte
SECOND: Chris Mundy
AYES: Joe Anglin, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Approving the Appalachian Regional Commission's "Area Development Program" grant application created by the Georgia Mountains Regional Commission on the city's behalf.

There was a motion made to adopt Resolution 23-013¹ to approve the Georgia Mountains Regional Commission's grant application written on the City's behalf for the Area Development Program grant in order to pursue funding from the Appalachian Regional Commission (ARC) to support development of a pedestrian/bike trail and to authorize the Mayor and staff to execute necessary documents to apply for and accept any grants awarded to the City of Flowery Branch.

MOTION: Chris Mundy
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

¹ This is not an actual resolution and Council's vote will be construed as approval for the City's application under the terms and conditions described.

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:37 p.m.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider December 2023 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Mayor Per Diem - December 2023.pdf](#)



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

Name: Mayor Edward Asbridge Month/Year: December 2023

Meeting Date	Description of Meeting
December 14, 2023	Greater Hall Eggs & Issues

My signature certifies that I am eligible to be paid for 1 meeting date, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of \$50.00 per meeting.

Total of \$50.00

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Second Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES:

State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:

- 1) Amend the charter of the City of Flowery Branch.
- 2) Do not amend the charter.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

SAMPLE MOTION:

I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Amend charter for leases Ordinance 700.pdf](#)
- [Flowery Branch City Charter Amendment 10 16 23.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consider Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

DATE: November 12, 2023

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

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE: Amend the charter of the City of Flowery Branch to allow for more effective, efficient leasing of spaces.

HISTORY: The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES: State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:

- 1) Amend the charter of the City of Flowery Branch.
 - 2) Do not amend the charter.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

**ORDINANCE TO AMEND THE CHARTER OF THE CITY OF
FLOWERY BRANCH**

WHEREAS, the City Council wishes to be good stewards of the public property of the city; and

WHEREAS, clarifying the authority of the city governing authority to lease public property in accordance with the provisions of O.C.G.A. § 36-37-6(l) enables the city to operate with the necessary flexibility to act in the best interests of the city; and

WHEREAS, changes to the City Charter may be made by the Mayor and City Council under the Home Rule Powers of a municipality as set forth in Chapter 35 of Title 36 of the O.C.G.A.; and

WHEREAS, in accordance with O.C.G.A. § 36-35-6(b)(l), a notice containing a synopsis of the proposed amendment was published in the official organ of the county or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

WHEREAS, municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart; and

WHEREAS, the City of Flowery Branch adopted this amendment by an ordinance duly adopted at two regular consecutive meetings of the municipal governing authority;

NOW THEREFORE, the City Council of the City of Flowery Branch hereby ordains to amend the city charter as follows:

SECTION ONE

By adding a new subsection (c) to Section 1.3 to read as follows:

(c) The city council may acquire, hold, sell, exchange, rent, lease, or otherwise acquire or dispose of any real, personal, or mixed property, in fee simple or lesser interest, whether held by the city in its proprietary, governmental, or other capacity, inside or outside of the corporate boundaries of the city and wherever located under terms and conditions it deems to be in the best interests of the city.

SECTION TWO

The amendments to the Charter described herein shall become effective upon approval of this ordinance and upon a copy of the amendment, the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published, is filed with the Secretary of State and in the office of the Clerk of the Superior Court of Hall County as required by O.C.G.A. § 36-35-5. The City Clerk is hereby authorized to make such filings.

Adopted this ____ day of _____, 2023.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider New Package License for YASH Enterprise 6168 Inc.

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

FACTS AND ISSUES:

The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

OPTIONS:

Approve or Deny

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To allow YASH Enterprise 6168 Inc. DBA: Lakeside Package to sell package beer, wine and distilled spirits at 6168 Gaines Ferry Road.

SAMPLE MOTION:

I make a motion to grant Jagdishchandra Patel a package store license for YASH Enterprise 6168.

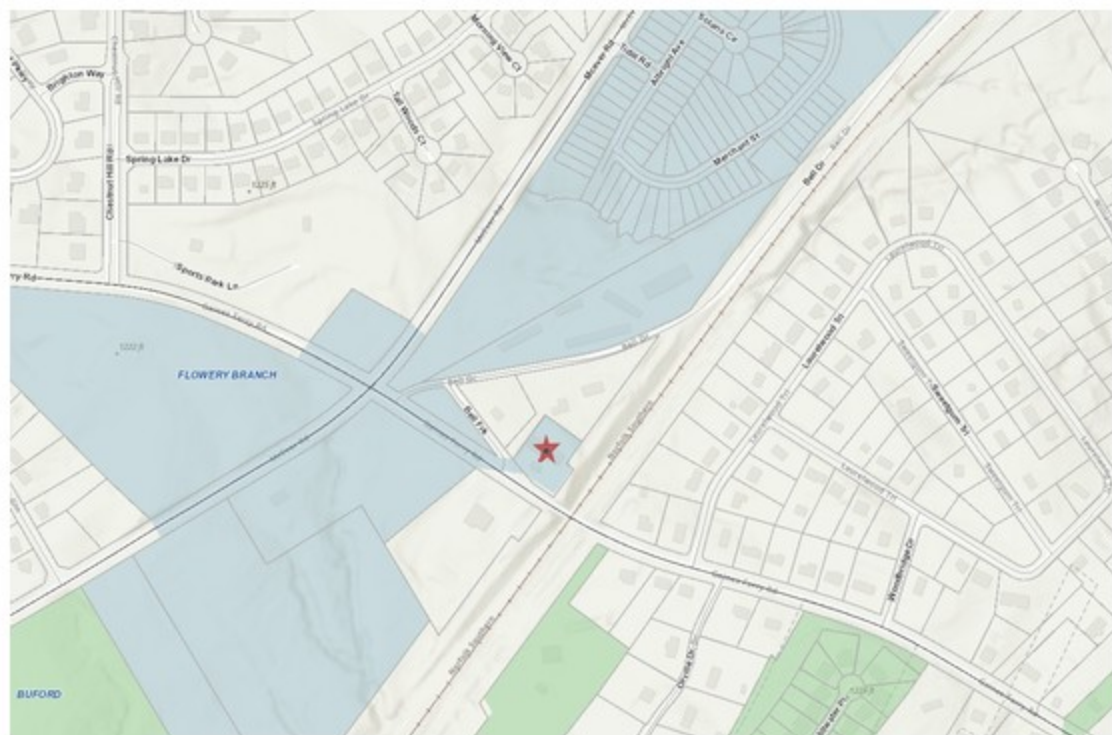
COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [YASH Enterprise 6168.jpg](#)
- [Executive Summary YASH Enterprise 6168 Inc.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consider New Package License for YASH Enterprise 6168 Inc.

DATE: December 21, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: December 21, 2023

PURPOSE: To allow YASH Enterprise 6168 Inc. DBA: Lakeside Package to sell package beer, wine, and distilled spirits at 6168 Gaines Ferry Road.

HISTORY: The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

FACTS AND ISSUES: The ownership of Lakeside Package has changed from SM Shafina Enterprises Inc to YASH Enterprise 6168. The new owner, Jagdishchandra Patel, has applied for a new package store license.

OPTIONS: Approve or deny

RECOMMENDED SAMPLE MOTION: I make a motion to grant Jagdishchandra Patel a package store license for YASH Enterprise 6168.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the first read of Ordinance 701, Adoption of Proposed Local Amendment to the Plumbing Code for Water Efficiency.

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

FACTS AND ISSUES:

Mayor and Council adopted a model finding resolution (attached below)

The City must have the update codified in January

The new plumbing code updates are then part of our minimal requirements starting in January

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve the first read of Ordinance 701.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [23-010 Findings on Proposed Local Amendment to the Plumbing Code for Water Efficiency.pdf](#)
- [DCA Adopting Ordinance .pdf](#)

Model Findings Resolution

RESOLUTION NO. 23-010 OF THE CITY OF FLOWERY BRANCH FINDINGS ON PROPOSED LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY SUBMISSION OF PROPOSED AMENDMENT TO DCA

WHEREAS, the current minimum water efficiency requirements for buildings in the City of Flowery Branch jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

WHEREAS, the City of Flowery Branch, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

WHEREAS, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Flowery Branch and water efficiency is essential to meeting this need;

WHEREAS, the "Local Amendments to Plumbing Code" shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

WHEREAS, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the City of Flowery Branch is a part, water conservation is especially important to the City of Flowery Branch and the Metro Water District;

WHEREAS, the City of Flowery Branch has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The governing body of the City of Flowery Branch finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;
2. The City of Flowery Branch is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and
3. The City of Flowery Branch is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).

RESOLVED this 21st day of September 2023.

Edward R. Asbridge

Edward R. Asbridge, Mayor

ATTEST

Shelia R. Cooper

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Karen Thomas

Karen Thomas, City Attorney



Attachment A
LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY

Metro Water District – Water Efficiency Code Requirements
Local Amendment to Plumbing Code

[NOTE: The redlines in this local amendment show the changes included in the Metro Water District – Water Efficiency Code Requirements compared to the current Georgia State Minimum Standard Plumbing Code. To adopt this local ordinance, the tracked changes should all be accepted.]

Amendment to local code of ordinances [Chapter X, Article Y, Section Z-Z]. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Flowery Branch as follows:

Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.82-0 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.25 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency’s WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency’s WaterSense program.

SHOWER HEAD. A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense Specification for Showerheads,~~ and meets the US Department Definition of Energy definition of showerhead.

Chapter 6, Section 604.4 Maximum Flow and Water Consumption. Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ~~service~~ sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^b
Lavatory <u>faucet and replacement aerators</u> , private	<u>WaterSense Labeled & 1.25</u> gpm at 60 psi ^f
Lavatory faucet, public (metering)	0.25 gallon per metering cycle

Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead ^a	<u>WaterSense Labeled & 2.5</u> 2.0 gpm at <u>80</u> 60 psi ^f
<u>Kitchen Sink faucet and replacement aerators</u>	<u>2.0</u> 1.8 gpm at 60 psi ^{f, g}
Urinal	0.5 gallon per flushing cycle ^f
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO₃ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof overhangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.

4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:

(a) a WaterSense irrigation controller; and

(b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment ~~system~~~~facility~~ permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

ORDINANCE NO. 701 of FLOWERY BRANCH
ADOPTION OF LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY

WHEREAS, the current minimum water efficiency requirements for buildings in the City of Flowery Branch jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

WHEREAS, the City of Flowery Branch, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

WHEREAS, the City of Flowery Branch has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has recommended that they be adopted.

WHEREAS, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Flowery Branch and water efficiency is essential to meeting this need;

WHEREAS, the City of Flowery Branch is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply the requirements of Metropolitan North Georgia Water Planning District's 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

NOW, THEREFORE, BE IT ORDAINED THAT:

1. The governing body of the City of Flowery Branch finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;

2. The City of Flowery Branch has followed the required procedures in O.C.G.A. § 8-2-25(c).

3. The City of Flowery Branch hereby adopts the Local Amendments to Plumbing Code, which will take effect on January 1, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: GEFA Loan CW2020010 Update

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

On April 13, 2021, the City of Flowery Branch entered into a loan agreement with the Georgia Environmental Finance Authority (GEFA) for \$23,300,000. The city entered into this agreement to construct a new wastewater treatment facility. When the bid for the wastewater treatment facility the economy was in the middle of an economic tightening and a supply chain crisis. Due to this environment, the proposed facility cost was higher than normal, and the city chose to reevaluate the proposed facility which delayed the construction. Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a draw down status it is necessary for the loan agreement to be restructured.

FACTS AND ISSUES:

Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a drawdown status it is necessary for the loan agreement to be restructured. Attached is the updated loan agreement to move the repayment date to April 1, 2027.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve the updated loan agreement and authorize the mayor and staff to sign any necessary documents.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - GEFA Loan CW2020010.pdf](#)
- [Loan Modification Letter.pdf](#)
- [Updated Agreement.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: GEFA Loan CW2020010.

DATE: December 21, 2023

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: Approval

PURPOSE:

GEFA Loan CW2020010 Update.

HISTORY:

On April 13, 2021, the City of Flowery Branch entered into a loan agreement with the Georgia Environmental Finance Authority (GEFA) for \$23,300,000. The city entered into this agreement to construct a new wastewater treatment facility. When the bid for the wastewater treatment facility the economy was in the middle of an economic tightening and a supply chain crisis. Due to this environment, the proposed facility cost was higher than normal, and the city chose to reevaluate the proposed facility which delayed the construction. Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a draw down status it is necessary for the loan agreement to be restructured.

FACTS AND ISSUES:

Under the current agreement the city is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a drawdown status it is necessary for the loan agreement to be restructured. Attached is the updated loan agreement to move the repayment date to April 1, 2027.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the updated loan agreement and authorize the mayor and staff to sign any necessary documents.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

December 12, 2023

Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

RE: Modification for Loan No. CW2020010

Dear Ms. Parrish:

Enclosed are the modification documents for the Clean Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the city of Flowery Branch. GEFA is pleased to provide you with the following materials:

1. Three copies of the Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this modification in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the modification. This date will be completed by GEFA at the time of execution of this modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 3 of the modification, the borrower's counsel must also sign where indicated that modification is "Approved as to form."

EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents, and any and all other documents. This resolution must be submitted along with the signed modification documents. The same elected official authorized to sign the modification documents within the resolution must also sign the modification documents.

GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Carroll". The signature is fluid and cursive, with the first letter "G" being particularly large and stylized.

Senior Project Manager

Enclosures



Recipient Execution Checklist

Borrower Name: CITY OF FLOWERY BRANCH Loan Number: CW2020010

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

_____ **(3)Modification of Promissory Note and Loan Agreement**

☐ Signed, dated, and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

☐ Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

**CLEAN 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

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated _____, 20____, by and between CITY OF FLOWERY BRANCH, a Georgia public corporation (the "Borrower"), and the CLEAN WATER FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FUND, a Georgia public corporation (the "Lender").

**DO NOT
DATE THIS
PAGE**

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **APRIL 13, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **MARCH 1, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

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) **APRIL 1, 2027**, 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 THIRTY-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**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **APRIL 1, 2027**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$23,300,000** 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."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF FLOWERY BRANCH

Approved as to form:

By: _____
Borrower's Attorney



Signature: _____

Print Name: _____

Title: _____



(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____



**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **CW2020010**

This project will upgrade the Flowery Branch water reclamation facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ITEM	TOTAL	CWSRF
Construction	\$19,500,000	\$19,500,000
Contingency	2,000,000	2,000,000
Engineering & Inspection	1,700,000	1,700,000
Administrative/Legal/Permits	100,000	100,000
TOTAL	\$23,300,000	\$23,300,000

*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: CW2020010

ACTION	DATE
Plans & Specs Submitted to EPD	MARCH 2024
Bid Opening	APRIL 2024
Notice to Proceed	MAY 2024
Completion of Construction	DECEMBER 2026

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from **CAROTHER & MITCHELL, LLC** was delivered to you, dated **APRIL 1, 2021** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **APRIL 13, 2021** between **CITY OF FLOWERY BRANCH** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **MARCH 1, 2021**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

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 Borrower has borrowed **\$23,300,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **APRIL 1, 2021**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **MARCH 1, 2021**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(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)

Secretary/Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Awarding RFP 24-001 for Branding to Radical Design, Co., LLC

COUNCIL MEETING DATE: December 21, 2023

HISTORY:

The current brand for the City of Flowery Branch is the Dogwood flower. Branding is much deeper than just a logo. It tells a story that encompasses the past, present, and future. Currently, the City of Flowery Branch does not have a brand.

FACTS AND ISSUES:

- An RFP was issued for Brand Marketing Services to help the City of Flowery Branch tell our story.
 - While our logo is recognized by many, it does not tell others anything about who Flowery Branch is, what is important to the citizens, employees, and visitors, or where we dream of going.
 - The City of Flowery Branch has amazing attributes that other cities do not have. We want to stand out and show those within our brand. (ex: We are the only Flowery Branch city in the world, one of the only Georgia historic downtowns on a lake, and part of the Old Federal Road is in Flowery Branch just to name a few.)
 - This project will result in deliverables that provide consistency in content that is put into the community and will tell the story of Flowery Branch.
 - 2024 will be the City of Flowery Branch's sesquicentennial celebration and will be an excellent time to reveal our story with a new brand.
-
-

OPTIONS:

- 1) Award the contract to Radical Design, Co., LLC 2) Do not award contract
-
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$59,500 Local Resources Fund

RECOMMENDATION:

Approve to allow the Mayor to execute contract with Radical Design, Co., LLC

SAMPLE MOTION:

I make a motion for the City Council to authorize the Mayor to sign a contract with Radical Design, Co., LLC for brand marketing services for the City of Flowery Branch.

COLLABORATING DEPARTMENT:

Community Relations

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Brand Marketing Services.pdf](#)
- [Radical SOW CFB-C001.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



SUBJECT: Award of Contract to Radical Design, Co., LLC for Brand Marketing Services.

DATE: December 13, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$59,500

COMMISSION ACTION REQUESTED ON: December 21, 2023

PURPOSE: To award contract to Radical Design, Co., LLC for Brand Marketing Services.

HISTORY: The current brand for the City of Flowery Branch is the Dogwood flower. Branding is much deeper than just a logo. It tells a story that encompasses the past, present, and future. Currently, the City of Flowery Branch does not have a brand.

FACTS AND ISSUES:

- An RFP was issued for Brand Marketing Services to help the City of Flowery Branch tell our story.
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- This project will result in deliverables that provide consistency in content that is put into the community and will tell the story of Flowery Branch.
- 2024 will be the City of Flowery Branch's sesquicentennial celebration and will be an excellent time to reveal our story with a new brand.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize the Mayor to sign a contract with Radical Design, Co., LLC for brand marketing services for the City of Flowery Branch.

DEPARTMENT: Finance

Prepared by: Krystle Hightower

Radical Design Co., LLC
2472 Jett Ferry Road, Suite 400-160
Atlanta, GA 30338
404.465.1670
billing@radicaldesign.co



11/17/2023 ("Effective Date")

Krystle Hightower
Human Resources Director
The City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
470-798-0548, ext. 110
khightower@flowerybranchga.org

STATEMENT OF WORK: FLOWERY BRANCH BRAND REFRESH INITIATIVE (CFB-C001)

1. INTRODUCTION

Radical Design Co. LLC ("Radical") is pleased to provide this Statement of Work (this "Statement of Work" or "SOW") confirming the services to be provided by Radical Design Co. ("Radical") to assist The City of Flowery Branch ("Client") in connection with its Brand Refresh Initiative ("Project").

2. Project

Client has requested Radical's support for project work in which the Client will outline requirements for each. The Project will focus on Revitalizing the City of Flowery Branch branding, showcasing the community's unique character through logos and graphics highlighting its rich history, dynamic growth, and exciting prospects. The aim is to craft a timeless and impactful brand that resonates with the City of Flowery Branch's residents and visitors, sparking interest, attracting investments, and fostering a desire to visit and reside there.

3. Outcomes

Radical understands that the Client's objectives in connection with this Project are to:

- Conduct extensive discovery and research to learn and understand stakeholders and the Flowery Branch community's perspectives and ideas.
- Generate summaries and formally document valuable insights and feedback from stakeholder interviews and surveys.
- Develop a robust brand strategy and foundation that keenly defines Flowery Branch's positioning, values, vision, and mission.
- Craft comprehensive Brand Strategy Documentation guiding all future decisions and ensuring a clear brand essence and market differentiation.
- Create a distinctive logo design that embodies the new brand identity, effectively communicating the brand's tone and style.
- Ensure the logo is a visual cornerstone aligned with the overall brand strategy.

- Design a suite of supporting collateral and marketing materials for print and digital, strategically leveraging the new brand identity.
- Incorporate items such as business cards, letterheads, brochures, physical signs, digital templates, and social media assets to ensure consistency across all mediums.
- Develop and execute a detailed launch strategy for the new brand, ensuring a smooth transition and adoption by internal and external audiences.
- Provide comprehensive training support with resources and guidelines for future workshops and presentations for internal teams to understand, adopt, and champion the new brand.

4. Scope of Work

Radical will provide Design capabilities (“Service”) to support the Project for the purpose of delivering Deliverable(s) as set forth below:

4-A. RESEARCH DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Stakeholder Interviews (up to 5 individuals)	N/A	Accountable	Input Required
Quantitative Local Research (at least 15 respondents)	Surveys, Questionnaires, or comparable platform enablement	Accountable	Input Required Review Required Sign-off Required
Collaborative Workshop (up to 6 hours)	In-Person or Virtual	Accountable	Input Required
Research & Insights Readout	PDF	Accountable	Review Required Sign-off Required

4-B. CONCEPTUAL DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Team Working Session (up to 2)	In-Person or Virtual	Accountable	Input Required
Logo Concept Directions (up to 3)	PDF	Accountable	Input Required Review Required Signoff Required
Logo Concept Validation Testing (Community Involvement)	Digital or In-Person Qualitative Testing	Accountable	Review Required
Refined Final Logo Direction (up to 1)	PDF	Accountable	Input Required Review Required Signoff Required

Brand Kit	PDF	Accountable	Review Required Signoff Required
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4-C. PRODUCTION DELIVERABLES:

NAME	FORMAT	RADICAL RESPONSIBILITY	CLIENT RESPONSIBILITY
Collateral and Marketing Template Designs (no more than 10 items) (ex: business cards, Signage, Environmental Graphics, letterhead, brochures, PowerPoint presentations, social posts, and Marketing emails)	Multiple	Accountable	Review Required Signoff Required
Final Brand Asset Files (production ready)	Working Files (ie. psd, ai, pdf, etc.)	Accountable	Signoff Required
Brand Messaging & Training Documentation	PDF	Accountable	Signoff Required
Launch Strategy Documentation	PDF	Accountable	Signoff Required

Radical hereby assigns to Client all right, title and interest in and to any work product created by Radical, or to which Radical contributes, pursuant to this SOW (the “Work Product”), including all copyrights, trademarks and other intellectual property rights contained therein. Radical will execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. If Radical does not, for any reason, execute such documents within a reasonable time of Client’s request, Radical hereby irrevocably appoints Client as Radical’s attorney-in-fact for the purpose of executing such documents on Radical’s behalf, which appointment is coupled with an interest. If Radical has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product which cannot be assigned, Radical waives enforcement worldwide of such rights against Client. If Radical has any such rights, that cannot be assigned or waived, Radical hereby grants to Client an exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. Work Product that contains asset collateral requiring additional procurement of rights for use or any other procurement requirement will be the sole responsibility of the Client to procure and provide such asset collateral to Radical in a timely fashion for use in any final delivery files. Radical will not be responsible for or handle any licensing agreements for asset collateral procured by the Client.

5. Assumptions

- Client will provide Radical with the necessary resources empowered to make decisions and provide Radical with the information needed to complete the Deliverable.
- Client will provide Radical all necessary internal or external 3rd party software licenses or access to internal or external 3rd party applications, infrastructure, or virtual conferencing systems as required by Client to perform the Deliverable.

- All relevant individuals with authority to provide guidance and input to Radical for this project will be available for key project meetings, reviews, calls, and workshops.
- TWO (2) client review cycles have been anticipated for Deliverable set 4-B to achieve sign-off. A client review cycle is the display of work products by Radical to the Client and the time for the Client to provide consolidated feedback to Radical.
- ONE (1) client review cycle has been anticipated for Deliverable set 4-A & 4-C to achieve sign-off. A client review cycle is the display of work products by Radical to the Client and the time for the Client to provide consolidated feedback to Radical.
- Client will provide timely feedback, assets, and information necessary for the agency to perform its services effectively. Timely feedback is within 48 hours of reviews or work product delivery unless otherwise determined by low-level planning or case-by-case needs. Any delays in client responses may impact project timelines and costs.
- Client to provide consolidated, non-contradictory feedback within two business days of delivery of any Deliverable.
- No additional third-party research is included in this scope.
- No technical development or implementation is included as part of this scope.
- Scope does not include the purchase or licensing of typefaces, imagery, or other artwork. If the purchase is deemed necessary, Client will be responsible for acquisition and investment.
- Content to be provided by Client as applicable.
- Client will provide any necessary brand assets (e.g., logos, brand guidelines, images, etc.) in high-resolution, usable formats. If these are unavailable, additional work may be required to recreate or source them.
- All content, whether textual or visual, should be provided or purchased where required by the Client and should be final, proofread, and free from copyright restrictions.
- Client to provide all existing research at project start. This includes but is not limited to business plans, competitive analysis, marketing strategy/plans, existing branding guidelines, existing voice and tone guidelines, personas, and/or other relevant documents needed to develop a foundational understanding of the business.
- Radical will be the primary entity performing the work outlined in this SOW. If the Client wishes to involve third parties, it should be communicated and agreed upon in advance and may incur additional costs.
- Language targets US English only for collateral and marketing materials.

6. Schedule

Estimated schedule length of SIX (16) weeks beginning at the defined Project kickoff date (to be determined). Low-level project planning to occur within the first week of project work. Timeframe subject to change based on the outcomes of initial planning session.

7. Fees and Payment Schedule

For the Deliverable rendered by Radical for Client, Client agrees to pay Radical the billable amount of **\$59,500.00 USD**, plus all applicable taxes. Any and all expenses incurred for material, travel, transportation, and lodging to support the Deliverable to Client will be approved by the Client via a written order in the form of an email Change Order accepted by both the Client and Radical, and the expenses documented within a Change Order will be passed through via a separate expense documentation for payment by the Client to Radical.

Invoices must be paid within thirty (30) days of receipt. A one and one half (1.5%) monthly service charge will be billed against late payments.

Client will be issued an invoice by Radical in accordance with the schedule below. If applicable, a discount line suitable to the Project work will be included within invoices. Scheduled invoices will be rounded to the nearest cent where applicable.

7-A. INVOICE SCHEDULE

INVOICE	NAME	INVOICE DATE	SERVICE FEES
1	Invoice on Contract Start	Invoiced on SOW Effective	\$10,000.00 USD
2	Deliverable 4-A	Invoiced on Date of Completion	\$10,000.00 USD
3	Deliverable 4-B	Invoiced on Date of Completion	\$20,000.00 USD
4	Deliverable 4-C	Invoiced on Date of Completion	\$19,500.00 USD

8. Indemnity; Representations and Warranties

Radical represents and warrants that: (a) Radical has the right and unrestricted ability to assign the Work Product to Client (including without limitation the right to assign any Work Product created by Radical's employees or contractors), (b) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (c) the Work Product will fully conform to the specifications, requirements, and other terms in this SOW; and (d) Radical will perform all Deliverable in a professional and workmanlike manner consistent with industry standards and practices. Radical will indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Radical of the foregoing representations and warranties.

9. Term; Termination

This SOW will commence on the Effective Date and continue in effect until either the Deliverable has been completed and accepted by both Radical and the Client or 10 business days have passed from the delivery of Deliverables to Client (excluding national holidays). Either Party may terminate this SOW immediately upon Notice of Termination ("Notice") in the event of the other Party's material breach of the SOW. In the event this SOW expires or is terminated via Notice, any term which, by its nature, is intended to survive the termination or expiration of this SOW will survive.

The Notice of this SOW shall be provided in writing to Radical by e-mail to **RYAN LEFKOFF** (rlfkoff@radicaldesign.co) at least seven (7) business days prior to the date of termination (the "Termination Date"), not including the date of the Notice. Unless the Client and Radical agree in writing otherwise, Radical will cease all performance of the Services upon receipt of the Notice of Termination and begin preparing the Client's file for electronic transfer to the Client. Radical will be compensated for the Services and Deliverables through the Termination Date. Client shall be responsible for payment of all invoices billed as of the Termination Date. Radical shall prepare and send to the Client an invoice containing a 10% fee assessed against all invoices not delivered to Client due to the Notice. Payment of the Final Invoice shall be due immediately upon receipt. Deliverables, in whatever stage of completion, shall be electronically transmitted to the Client within three (3) business days of the date Radical receives full payment of the Final Invoice.

10. Confidentiality

Radical will hold Client Confidential Information in strict confidence and not use such Confidential Information or disclose such Confidential Information to third parties, except as required in providing Deliverable under this SOW or as approved by Client's Chief Executive Officer in writing. "Confidential Information" means all information disclosed by Client's to Radical, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence by Radical: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Radical or any of its employees, contractors or agents; (b) is or becomes available to Radical on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Radical or its employees, contractors or agents before being disclosed by or on behalf of Client; or (d) was or is independently developed by Radical without reference to or use, in whole or in part, of any of Client's Confidential Information. In addition, Radical may disclose Client's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. As between the parties, all Confidential Information furnished to Radical by Client is the sole and exclusive property of Client. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Force Majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (including any industrial Dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twelve (12) weeks, the party not affected may terminate this agreement by giving 30-day written notice to the affected party.

12. Miscellaneous

This SOW shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This SOW constitutes the entire understanding of the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent misrepresentation, negligent misrepresentation, or negligent or innocent misstatement based on any statement in this agreement. The terms of this SOW can be modified only by a writing signed by both parties, except that Client may not authorize expenses or revisions orally (see Section 7 for details). Any dispute arising out of this SOW will be attempted to be resolved by good faith negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this SOW shall not be construed as a continuing waiver of other breaches of the same or other provisions. This SOW shall be governed by the laws of the State of Georgia and courts of such state shall have exclusive jurisdiction and venue. Radical's relationship with Client is that of an independent contractor, and nothing in this SOW is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship with Radical (or Radical's employees, contractors, or members). Any notice to be sent under this SOW will be sent to the address on the first page by certified mail and deemed received upon delivery.

Marketing Usage: Radical retains the right to market Work Product within the business portfolio and on social media channels only. All other marketing will require Client written approval.

This SOW must be signed and returned before Radical can schedule or begin the Deliverable.

I have had sufficient opportunity to read this entire Agreement. I have read it and understand it and I agree to be bound by its terms.

RADICAL DESIGN CO., LLC

THE CLIENT

Signature:

Signature:

Print Name:

Print Name:

Date:

Date: