City of Flowery Branch

City Council Meeting
Thursday, October 16, 2025, 6:00 PM
5410 Pine Street
Flowery Branch, GA 30542

Call Work Session to Order:

Pledge of Allegiance:

Adoption of Agenda:

Awards & Recognitions:

Public Hearing:

a. Adoption of Official Zoning Map

Unfinished Business - Work Session:

New Business - Work Session:

a. Consideration of Executing a Memorandum of Understanding (MOU) with Penn Hodge, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

b. Consider Farm Winery / Tasting Room License for Yonah Mountain Vineyards, LLC

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 Utilities Report

i. Public Works Report

j. Attorney Report

k. Council Report

Adjournment Work Session:

Voting Session Agenda

Call Voting Session to Order:

Public Comments:
Please limit to two minutes

Consent Agenda:

Unfinished Business - Voting Session:

a. Consider Second Reading of Ordinance 759 for Rezoning of 6167 Wade Orr Road

New Business - Voting Session:

a. Adoption of Official Zoning Map

b. Consideration of Executing a Memorandum of Understanding (MOU) with Penn Hodge, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

c. Consider Farm Winery / Tasting Room License for Yonah Mountain Vineyards, LLC

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.

Official Zoning Map City of Flowery Branch, Georgia

Legend

Zoning Districts

- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3) (Legacy)
- Single-Family Townhome (SF-TH)
- Traditional Neighborhood Development (TND)
- Residential Multi-Unit (RMU)
- Planned Unit Development (PUD) (Legacy)
- Manuractured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Office Professional (O-P)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)
- Overlay District
- City Limits
- Parcels

This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flower Branch Zoning Ordinance.

Edward R. Asbridge, Mayor

N

EST 1874 FLOWERY BRANCH

Date: 10/16/2025

0 0.25 0.5 1 Miles

Public Hearing Published	09/15/2025	First Reading	10/16/2025
Public Hearing	10/16/2025	Second Reading	TBD

ORDINANCE NO. 766

AN ORDINANCE PURSUANT TO SECTION 3.4 OF THE CITY OF FLOWERY BRANCH ZONING ORDINANCE TO PROVIDE FOR THE ADOPTION AND REPLACEMENT OF AN OFFICIAL ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA.

The Council of the City of Flowery Branch hereby ordains that the City of Flowery Branch Zoning Ordinance is amended pursuant to Section 3.4 by adopting a new official zoning map. The map is attached hereto as Exhibit A and incorporated herein by reference. The map bears the legend Official Zoning Map of the City of Flowery Branch, Georgia, October 16th, 2025.

The new official zoning map shall be identified by the signature of the Mayor, attested by the City Clerk, and shall bear the seal of the City under the following words: "This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flowery Branch Zoning Ordinance." The new official zoning map shall be an attachment to the Flowery Branch zoning ordinance.

The previous official zoning map shall be preserved and maintained in the offices of the Planning Department of the City of Flowery Branch.

Any property that is located within the municipal boundaries of the City of Flowery Branch, Georgia, that is not shown on the official zoning map of the City of Flowery Branch, Georgia, which is adopted pursuant to this ordinance, or that is not shown within a specific zoning classification on the zoning map attached hereto shall be classified as R-1 Residential, Detached, Single-Family Low-Density District. All conditions of zoning that were placed on any land in the City of Flowery Branch, Georgia at the time of any prior zoning of that property, and any conditional use permits and conditions related thereto shall remain in full force and effect.

IT IS SO ORDAINED, this _____ day of October 2025

____
Edward R. Asbridge, Mayor

Attest: ___________________________
Shelia R. Cooper, City Clerk

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: October 16th, 2025

Subject: Adoption of Amended Zoning Map

Applicant: N/A

Owner: N/A

Existing Zoning: Multiple Zoning Designations

Location:

- City of Flowery Branch.

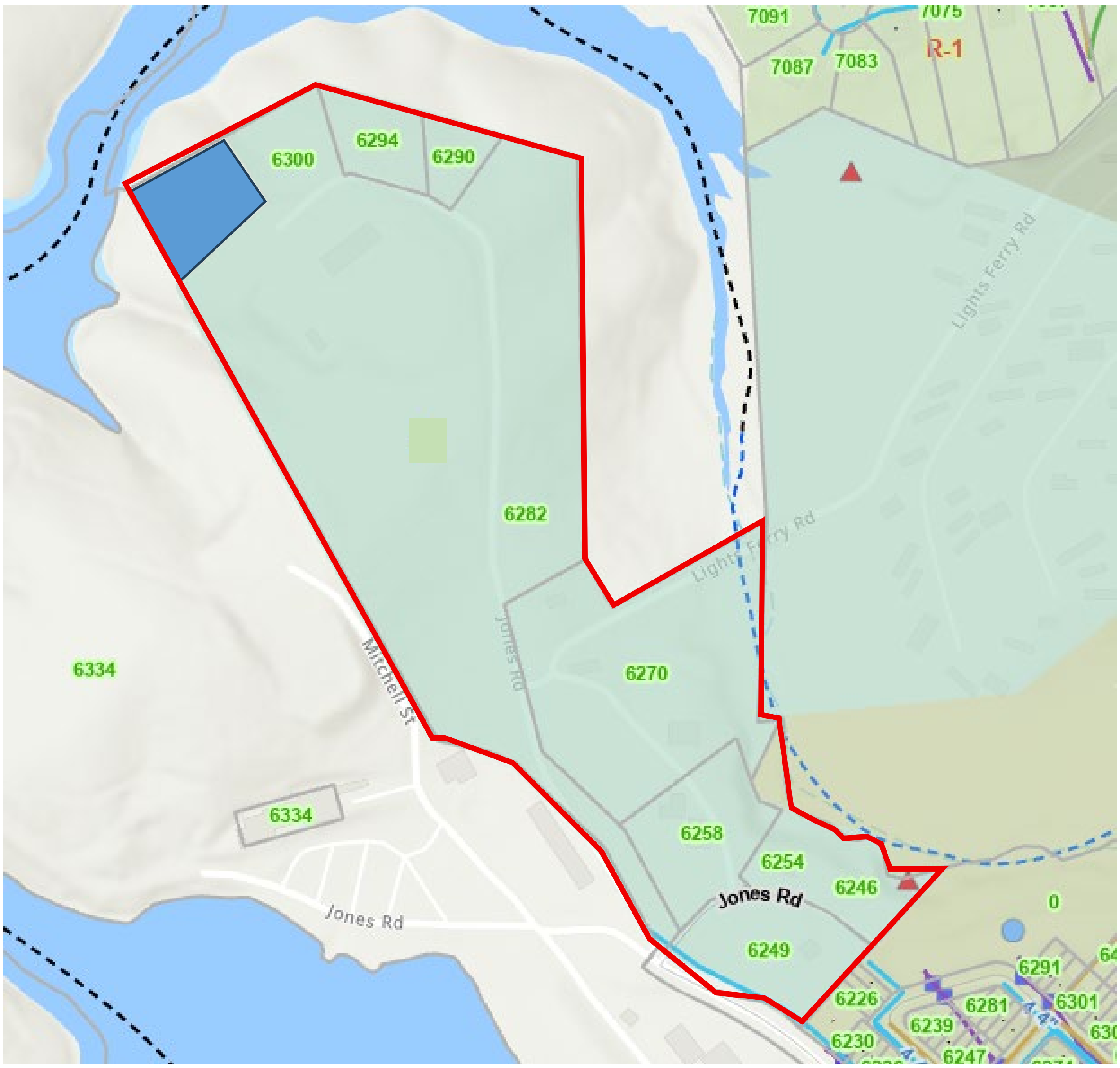
EXECUTIVE SUMMARY:

Pursuant to Article 3, Sec. 3.4, the Governing Body is to approve changes in zoning districts, boundaries, or other subject matter portrayed on the official zoning map for the City of Flowery Branch. There have been several approved annexations, rezonings, and text amendments which established new zoning categories necessitating an update to both the map itself as well as the information displayed in the map legend of the official zoning map. The following report details the changes and revisions that are contained within this update.

Boundary Areas Adjusted via Annexation:

The parcel located at 5623 Hog Mountain Road, tax map parcel #15048 000045, was annexed from Hall County and rezoned from Hall County AR-1 to Flowery Branch M-2 by Vulcan Lands, Inc.

A portion of 6300 Jones Rd. (small portion shaded blue), tax map parcel #08118 001015, was annexed into the city limits and the collective tracts outlined in red were rezoned from Flowery Branch R-1 to Flowery Branch R-2 by Heritage Homes, LLC.



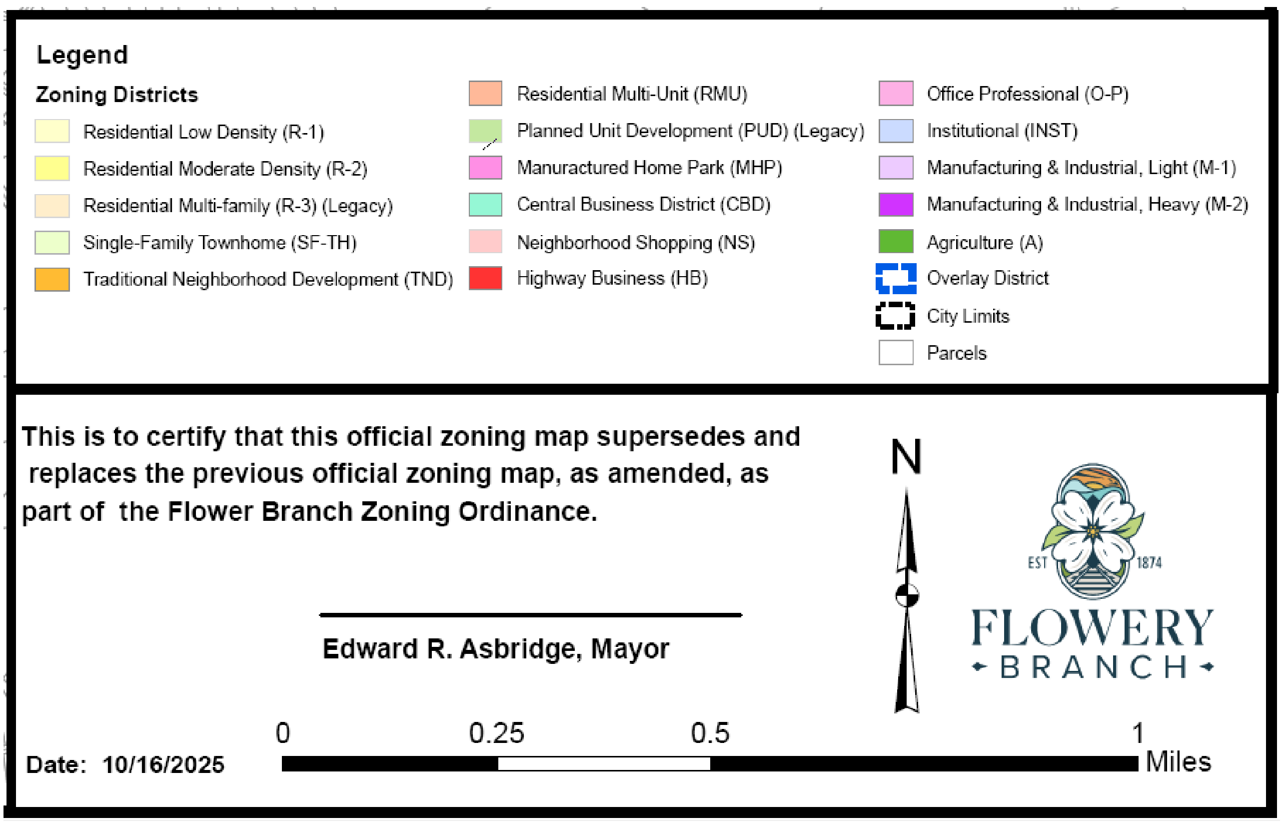
The parcel located at 4272 Thurmon Tanner Parkway, tax map parcel #08073 000012, was annexed from Hall County and rezoned from Hall County I-1 to Flowery Branch M-1 by Around the Pickle, LLC.

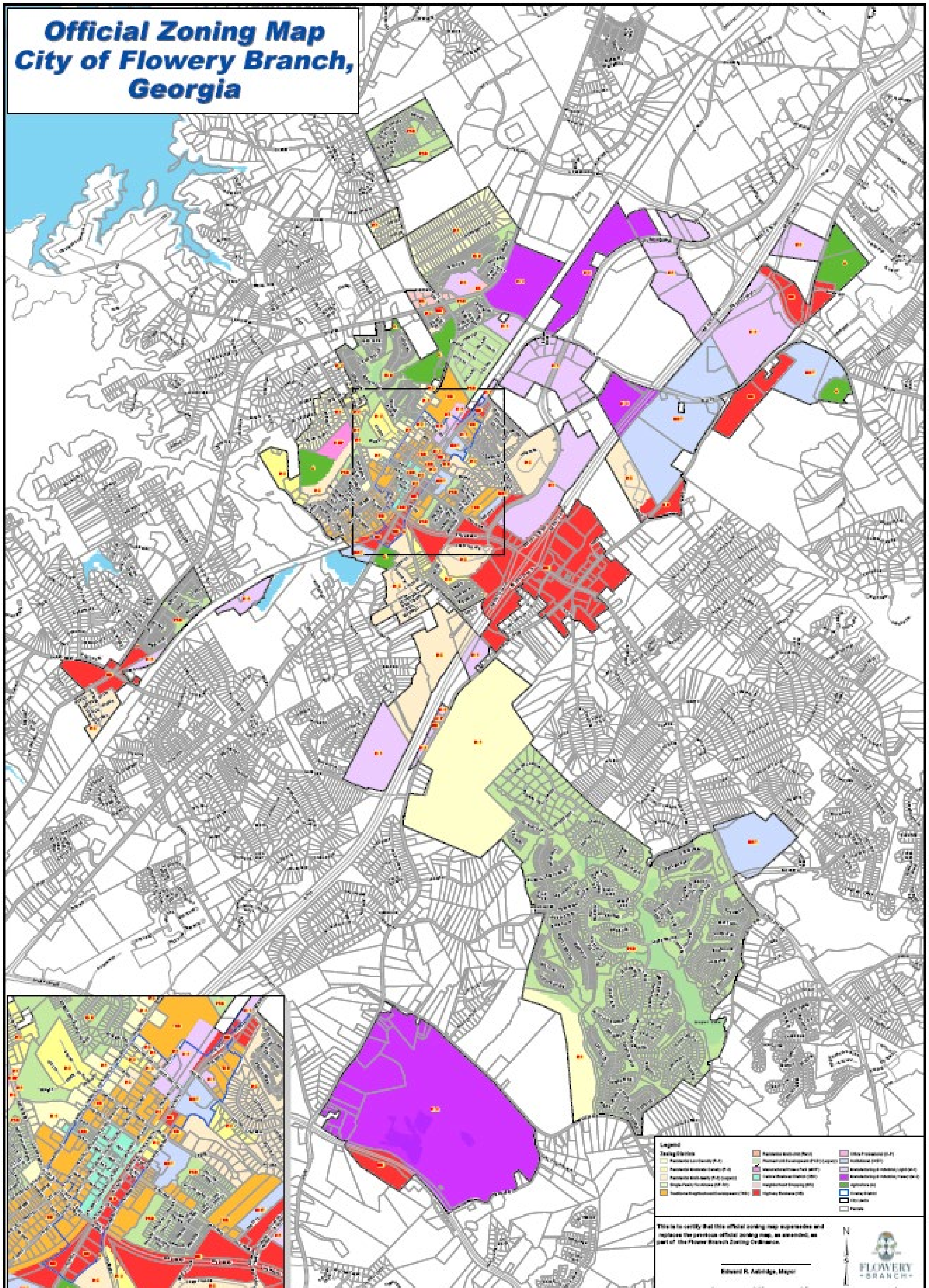
Zoning Adjustments via Rezoning:

Two parcels located at 5238 & 5250 Hog Mountain Road, tax map parcel #08116 000016 & #08116 000017, were rezoned from Flowery Branch M-1 to Flowery Branch O-P and Flowery Branch HB, respectively, by Dodson Vet Enterprises, LLC.

Zoning District Amendments:

The zoning districts Residential Multi-family (R-3) and Planned Unit Development (PUD) were amended to Legacy categories. The zoning districts Single-Family Townhome (SF-TH) and Residential Multi-Unit (RMU) were added. The logo has also been updated to reflect the new branding.




Official Zoning Map
City of Flowery Branch,
Georgia

Recommendation:

Staff recommends **APPROVAL** of the proposed amendments to the Official Zoning Map for the City of Flowery Branch.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Execute a Memorandum of Understanding (MOU) with Penn Hodge, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

DATE: October 13, 2025

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: October 16, 2025

PURPOSE: Execute a memorandum of understanding (MOU) with Penn Hodge, LLC for the Old Town Redevelopment – Phase II.

HISTORY: The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will progress with this MOU.

Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS: Penn Hodge, LLC has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Penn Hodge, LLC with the exclusive right to develop the project in one or more phases.

All redevelopment proposed (all parcels) and included in this MOU are within the Tax Allocation District.

OPTIONS:

1) Execute this MOU with Penn Hodge, LLC.
2) Do not execute this MOU with Penn Hodge, LLC.

RECOMMENDED SAMPLE MOTION:

I make a motion to execute the Memorandum of Understanding with Penn Hodge, LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Memorandum of Understanding
By and Between the City of Flowery Branch, Georgia and Penn Hodge, LLC

This Memorandum of Understanding (this "MOU") - is entered into this ____ day of ____ ____________2025 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and Penn Hodge, LLC (dba Penn Hodge Properties) or its Affiliate (hereafter referred to as "PHP" or the "Developer"). The City and PHP are collectively referred to herein as the "Parties."

WHEREAS, the City has determined that encouraging redevelopment within its downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and adopted a redevelopment plan, the "City of Flowery Branch Redevelopment Plan for Tax Allocation District #1 Old Town and Commercial Gateways" in December of 2007 to encourage the redevelopment of Old Town; and

WHEREAS, the City has acquired certain properties in Old Town over time for municipal or redevelopment purposes, and with the objective of eventually offering some of those properties or portions of some properties to the private sector for redevelopment; including properties identified in "Exhibits A, B and C", attached and incorporated herein (hereafter the "City Parcels"), and over the past several years has periodically invited or considered proposals from qualified developers who have expressed interest in obtaining development rights to said City Parcels; and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created a Tax Allocation District ("TAD") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD is terminated; and

WHEREAS, PHP has expressed interest to the City in exploring the possible acquisition of development rights to one or more City Parcels identified in Exhibits A, B and C for purposes of constructing one or more projects containing residential, retail, and possible mixed-use components in a manner that will be consistent with the City's Redevelopment Plan (collectively, "the Project"), to possibly be completed in phases as market conditions warrant; and

WHEREAS, the City is authorized by O.C.G.A. § 36-44-9 to enter into agreements with private parties relating to the exercise of its redevelopment powers that include obligations on City real property; and

WHEREAS, the City has agreed to enable PHP to further explore its interest in one or more phases of the Project and is willing to negotiate in good faith, further Agreement(s) with PHP to convey the associated City Parcels for such purposes; and is willing to construct or engage PHP to construct in a timely manner, certain public improvements to streets, sidewalks, public parking areas and utilities to enhance the ability of the City Parcels to support the Project(s) in a manner desired by the City, and

WHEREAS the City intends to engage the Gainesville-Hall County Development Authority to facilitate the transaction(s) necessary for PHP to develop the Project; and

WHEREAS the Parties desire to enter into this MOU as a preliminary agreement and will more fully document their understanding and obligations relating to the Project by entering into a formal Development Agreement incorporating the terms herein.

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the Parties have agreed and do hereby agree as follows:

1. General Provisions

    a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of ____________, 2025.

    b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibits A, B and C; possibly including PHP's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by PHP and proposed to the City before the expiration of this MOU.

    c. Exclusive Right to Develop: The City has selected PHP as the Developer, and PHP has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.c below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and PHP agree to pursue in good faith, discussions and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

d. Sharing of Due Diligence: PHP has requested, and the City agrees to provide certain previously completed third-party reports which will assist PHP in completing its due diligence prior to proposing a formal agreement to develop the Project. Such third-party reports will assist PHP in understanding existing conditions, as well as planned public improvements to roads, public parking areas and utilities serving the City Parcels.

e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: PHP and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to "carry" the Project's development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a "City TAD Contribution"). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.

f. Terms of City TAD Contribution: The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the "Approved City TAD Contribution" to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to PHP after the City's issuance of bonds or other forms of financing and disbursed to PHP on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.

g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by PHP, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining "excess" project construction costs that cannot be supported by the Project's forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that PHP may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by PHP for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by PHP to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

h. Timely Completion of Public Improvements: The Parties acknowledge that City Parcels addressed in this MOU are to be conveyed subject to the timely completion of certain Public improvements that the City proposes to undertake in accordance with the City's Redevelopment Plan. PHP will coordinate closely with the City during the due diligence process to ensure that the timing and scope of "Phase I Public Improvements" are suitable and supportive of the proposed Project(s). PHP may also propose modifications to the Phase I Public Improvements, if needed to support the specific requirements of the Project(s). The City further agrees to consider PHP's proposed modifications to the Phase I Public Improvements as appropriate. If at any point, the Parties cannot agree on the design or budget parameters of any City Parcel that is within the scope of the Project, that parcel will be excluded from the Project. In such case, the City agrees to reimburse PHP for its actual, documented cost incurred to date for the excluded City Parcel. If mutually agreed by the Parties, the remainder of the Project will proceed. The Parties anticipate that PHP may propose to undertake construction of the Phase I Public Improvements at the City's expense to ensure the timely completion of the Project(s). The City agrees to consider such a proposal and to engage PHP to manage construction of the Phase I Public Improvements if, in its sole judgement, the City determines such action to be in its best interest.

2. Responsibilities of the Developer:

   a. During the due diligence investigations, PHP agrees to employ its own personnel and at PHP's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, PHP will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.

   b. PHP agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of PHP's progress, the firm's initial findings or impressions concerning the potential scope of one or more Projects it may propose to undertake, including a site plan and/or suitable visual representations of the Project(s), and any related issues or concerns encountered that the City should be made aware of. If requested by the City Council, PHP will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of PHP's potential proposal to the City.

c. At the conclusion of its due diligence PHP agrees to submit written findings to the City addressing PHP's decision to either proceed or not proceed to a Development Agreement. In the event that PHP desires to proceed to a Development Agreement, such findings will include (a) a statement of PHP's interest and intent to acquire and develop one or more City Parcels, (b) describe and/or illustrate the proposed redevelopment plan and uses for the City Parcel(s), (c) outline PHP's initial proposed terms and conditions of a Development Agreement as starting deal points for further negotiation, and (d) propose a timeline and list of additional tasks that will need to be completed prior to conveying the associated City Parcels for development. In the event that PHP decides not to proceed beyond the MOU, written findings will explain those factors which caused that decision to be made and suggest steps the City might consider making for the Project to be more attractive to other potential developers.

3. Responsibilities of the City

a. The City agrees to provide PHP with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit PHP's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibits A, B and C (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by PHP.

b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that PHP may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by PHP pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) to reimburse PHP for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve PHP from any obligations contained in the Development Agreement with respect to such City Parcel.

c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to PHP, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to PHP.

d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by PHP, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.

e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.

4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.

a. Term of the MOU: This MOU will expire at midnight on ______________, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from PHP, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.

b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice.

c. Preservation of Development Rights to Remaining City Parcels: If PHP determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and PHP desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant PHP exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, PHP agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period PHP fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, PHP shall have no further rights to Phase II, and the City shall be free to negotiate with other interested parties. PHP may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, PHP may assign such development rights to a related affiliated entity without the City's prior approval.

d. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, PHP and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, PHP will cooperate with the City to ensure that City Parcels to be conveyed to PHP for the Project (or Phase I of the Project) shall if necessary be re-zoned to the use(s) provided in the agreed upon Project plan. PHP will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements PHP may propose to construct on a design build basis.

e. If determined to be necessary and in the City's interest, PHP and the City will prepare an application and apply to the TAD Advisory Committee (the "TADAC") to receive tax allocation increments to support implementation of the Project (the "TAD Application"). The TAD application will be a joint application by PHP and the City. PHP agrees to cooperate with the City to prepare all documentation needed for the Application to be presented, and to respond to questions posed by the TADAC.

5. Miscellaneous Provisions

a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.

b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.

c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.

d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.

e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this MOU shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally or (b) whether or not the same is actually received, if sent by registered or certified mail and regular mail simultaneously, postage and charges prepaid, or (c) by FedEx or other reputable express courier service, or (d) by facsimile or electronic transaction to the party being given such notice addressed as follows:

If to THE CITY OF FLOWERY BRANCH,

Tonya Parrish, City Manager
5410 Pine Street
Flowery Branch, Georgia 30542
Telephone (770) 967-6731
Facsimile (770) 967-6481
E-mail tonya@flowerybranchga.org

With a copy to:

, City Attorney

If to Penn Hodge, LLC.

With a Copy to:

This Memorandum of Understanding may be executed in two (2) counterparts, with the understanding that each counterpart shall be deemed an original.

CITY OF FLOWERY BRANCH, GEORGIA

By: ___________________________

Its: ___________________________

Date: _________________________

Penn Hodge, LLC (dba Penn Hodge Properties)

By: ___________________________

Its: ___________________________

Date: _________________________

Exhibit A
Partial List of Old Town Flowery Branch – City Parcels

Note: City Ownership of Parcel 7 includes the ground floor commercial space only.

Exhibit B
City Parcels

Exhibit C
City Parcels

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Farm Winery/ Tasting Room License for Yonah Mountain Vineyards, LLC

DATE: October 16th, 2025

BUDGET INFORMATION:
ANNUAL-

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

COUNCIL ACTION REQUESTED ON: October 16th, 2025

PURPOSE: To allow Yonah Mountain Vineyards, LLC DBA: The Branch Social to have a tasting room and sell wine at 5603 Main Street.

HISTORY: The Branch Social is a new business located at 5603 Main Street.

FACTS AND ISSUES: Applicant Eric Miller has applied for a Farm Winery/Tasting Room license. The proposed business is a farm winery based in White County, Georgia, with plans to operate a tasting room in Flowery Branch.

Under current regulations, farm wineries are permitted to sell wine in closed packages for off-premises consumption at tasting rooms that are exclusively owned and operated by the winery, at no more than five (5) locations other than the primary winery premises.

The application has been reviewed and processed by the Chief of Police.

OPTIONS: Approve or Deny

RECOMMENDED MOTION: I move to approve the alcohol license issuance for The Branch Social Farm Winery/ Tasting Room license.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash

Memorandum

To: City of Flowery Branch, City Manager and City Council

From: Planning and Community Development

Date: October 2nd, 2025

Subject: City Initiated Rezoning

Applicant: Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street, Flowery Branch, GA 30542
770-967-6371

Existing Zoning: M-1 – Manufacturing & Industrial, Light

Proposed Zoning: R-2 – Residential Moderate Density

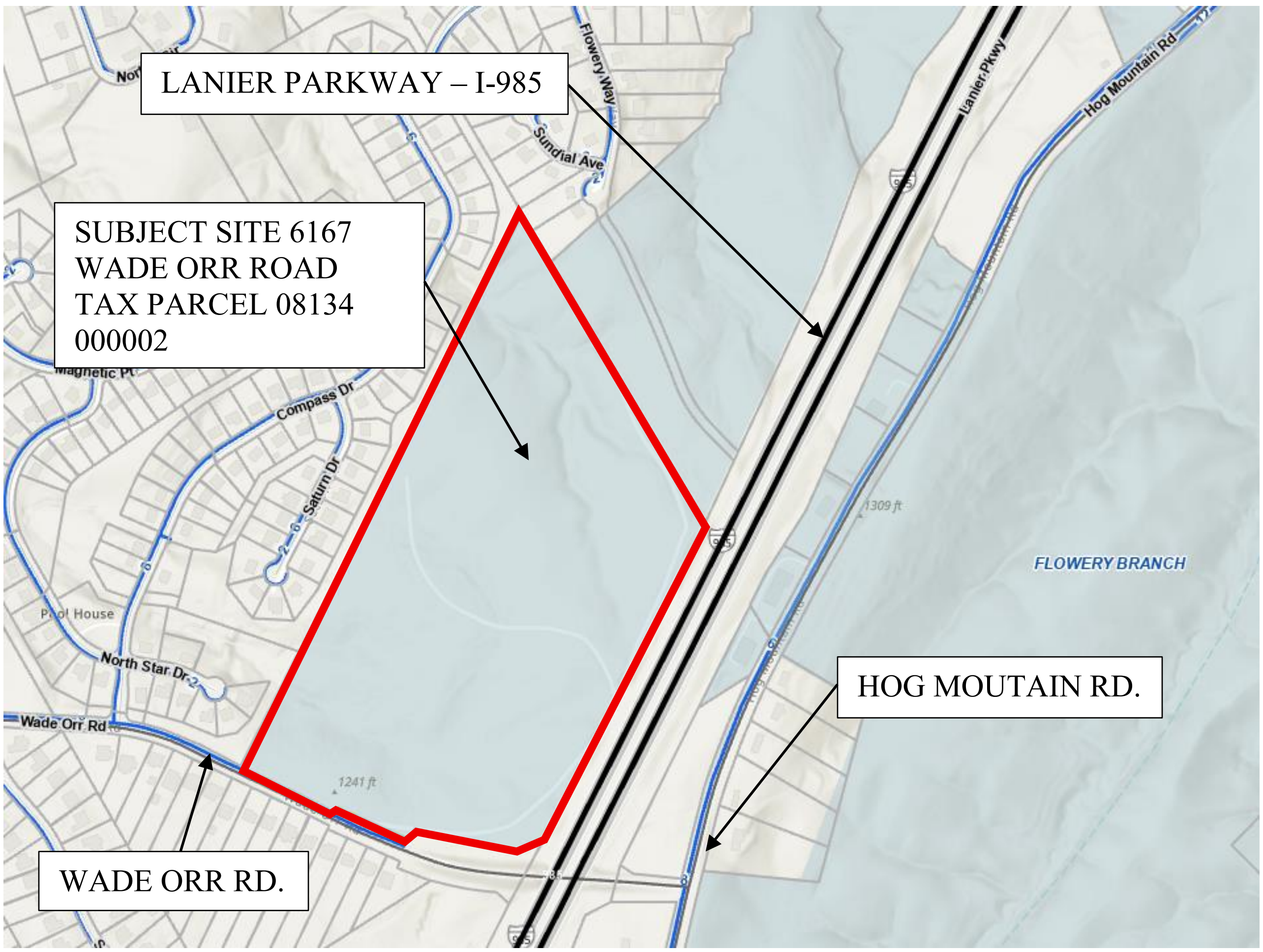
Location: 6167 Wade Orr Road, Flowery Branch, GA 30542, tax map parcel #08134 000002, totaling +/- 59 acres.

Proposed Action:

The City of Flowery Branch is initiating a rezoning from M-1 – Manufacturing & Industrial, Light to R-2 – Residential Moderate Density for the property located at 6167 Wade Orr Rd, tax map parcel #08134 000002. Total parcel assemblage is +/- 59 acres and is located within the Suburban Residential Character Area of the City of Flowery Branch Comprehensive Plan.

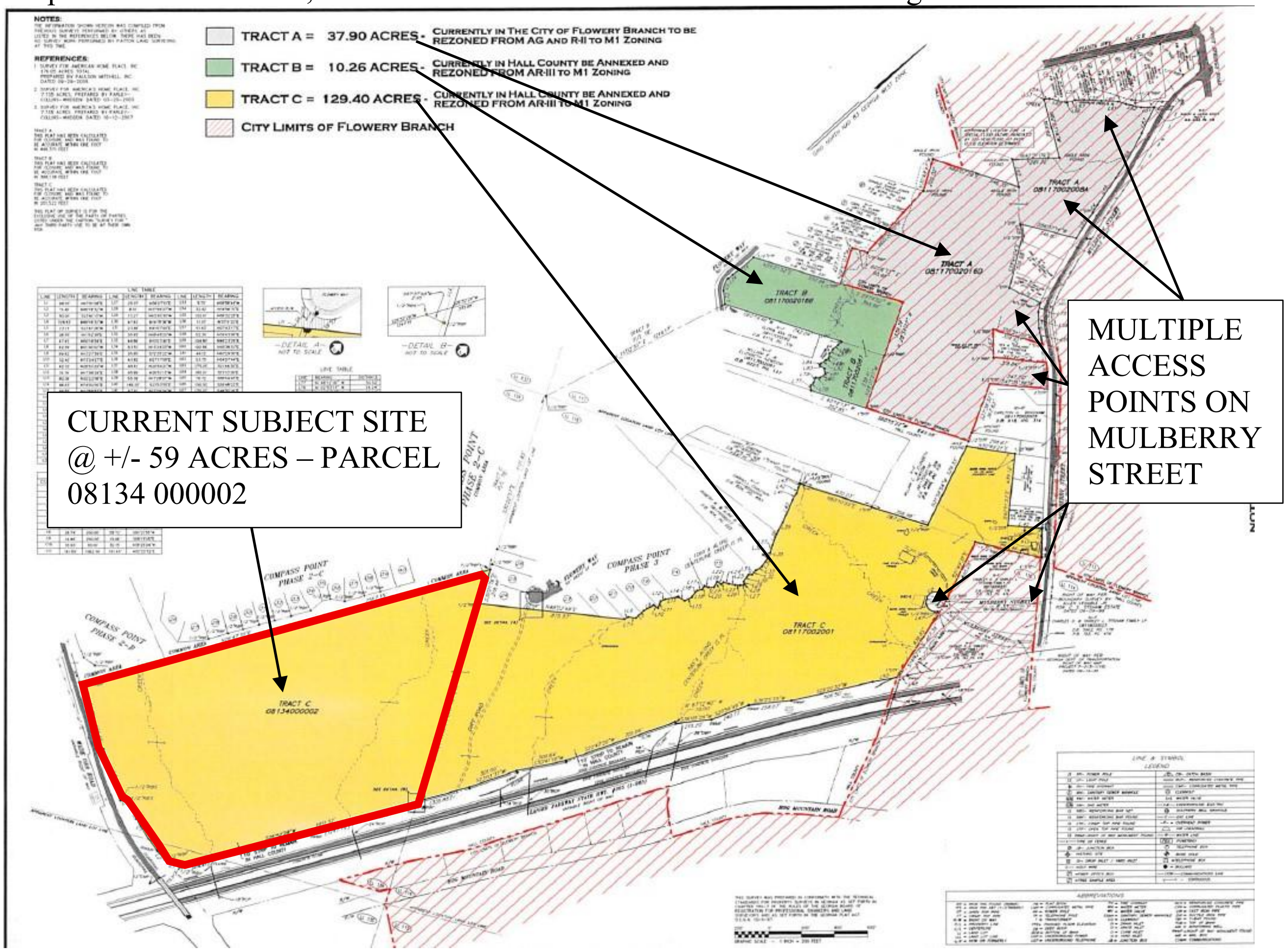
Location Map:

The subject parcel is located on Wade Orr Rd. and boarders I-985 to the east and several residential subdivisions to the west and north.



Zoning History:

The subject property was previously part of a larger area for annexation and rezoning from Hall County AR-III - Agricultural - Residential to City of Flowery Branch M-1 – Manufacturing & Industrial, Light. Ordinances 502 and 503 held a Public Hearing on October 10th, 2014, and was adopted on October 16th, 2014. The total area of annexation and rezoning was +/- 139.66 acres.



Ordinance 503's rezoning approval for the development site required City Council acceptance of a Master Plan before issuing any building or disturbance permits. At the time of review, the entire tract had frontage on multiple roads, including Wade Orr Road. The applicant did not submit a concept master plan for City Council to evaluate impacts on traffic, the environment, or adjacent property owners. Condition 2 deferred this requirement to a later date.

REZONING CONDITIONS

1. **Rear Building Setback**
   The minimum rear building setback abutting any residential district within or outside of the City of Flowery Branch will include a 60' setback. This will include a 50' natural buffer as part of the 60' setback.

2. **Master Site Plan**
   No land disturbance or building permit will be issued without the acceptance by City Council of a comprehensive master site plan.

3. **Traffic Impact Studies**
   In order to issue a land disturbance or building permit, a traffic impact study shall be required to determine the most appropriate road improvements, including driveway locations, and as a basis for determining improvements required to the road system. Prior to development approval, additional road right-of-way for a local road or frontage road may be needed at intersections or at other locations fronting the property where turning lanes, storage lanes, medians, or realignments are required for traffic safety, and where the existing right-of-way would be inadequate to accommodate the road, drainage, and utility, and other improvements necessitated by the development.

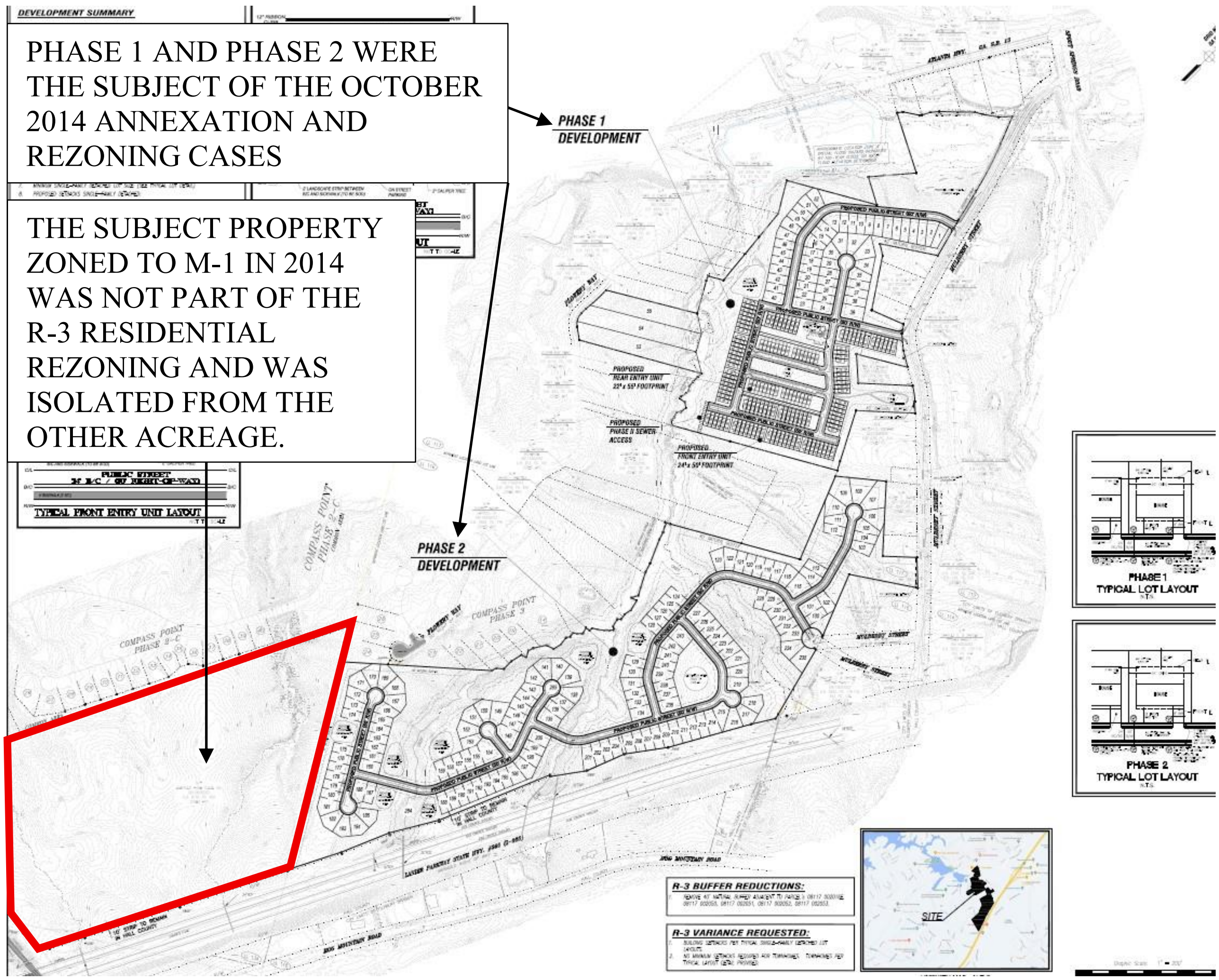
4. **Access**
   Excepting local deliveries, signage will direct truck traffic to utilize Hog Mountain Road for access to Interstate I-985 from Wade Orr Road.

5. **Land Uses**
   Land uses identified within Article 9 Table 9.1 M-1 shall be permitted as indicated within the table and as subject to any necessary Conditional Use Permit or development standards, except that the following uses shall not be permitted uses within the M-1 (Manufacturing & Industrial) designation.

Cemetery or mausoleum
Cold storage plant or frozen food locker
Convenience store, with or without gasoline pumps
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)
Distribution center, including truck terminals
Fairgrounds
Fuel oil distributor
Funeral Home or mortuary
Service and fuel-filling station
Tow service

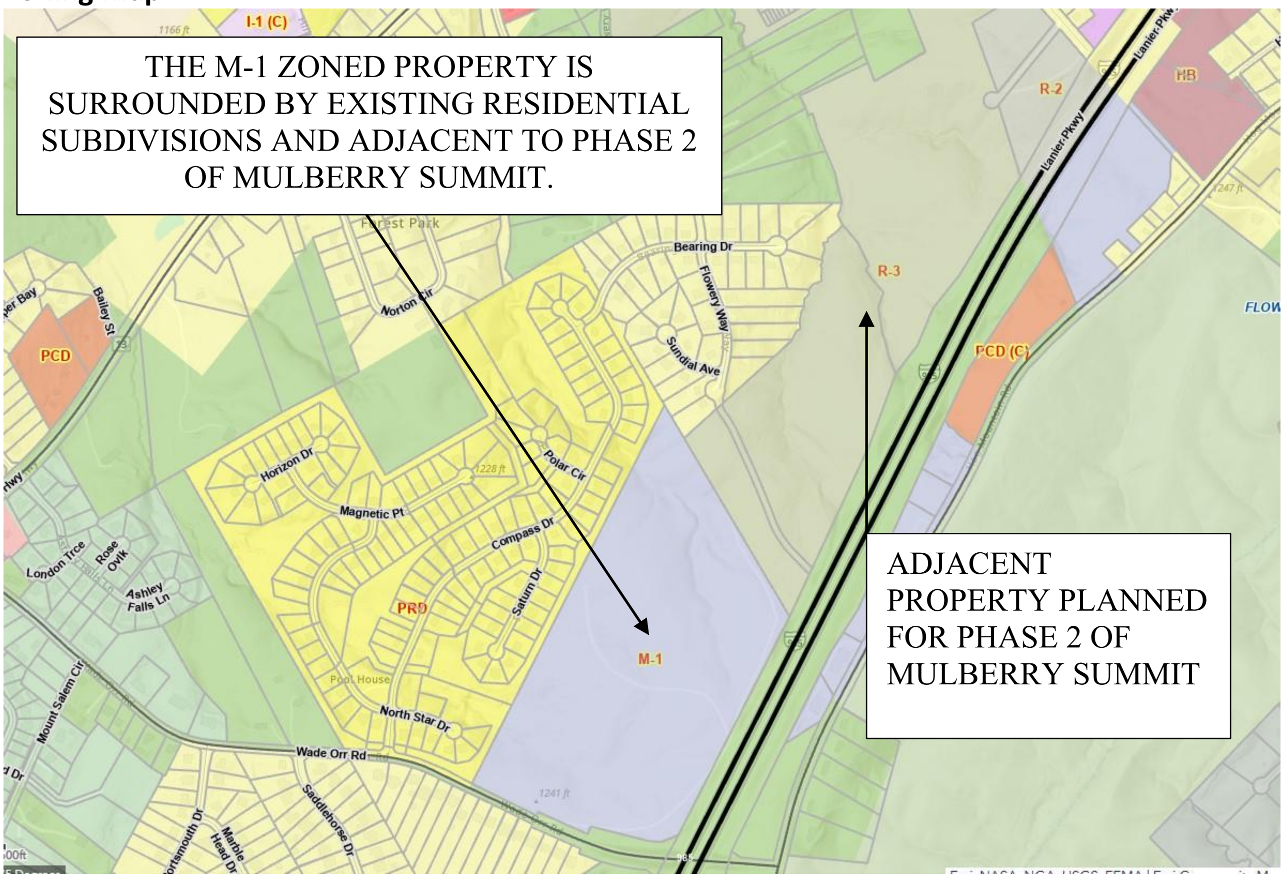
6. **Adult Business**
   The owner shall prohibit Adult Business by private covenant which shall run with the land.

On January 20th, 2022, Stark Land Development, LLC, received approval for rezoning most of the area, previously annexed and zoned M-1 – Manufacturing & Industrial, Light, to R-3 – Residential Multi Family. Ordinances 625 through 630 were approved for two phases of residential development near Mulberry Street. The first phase, named Mulberry Summit, is under construction.



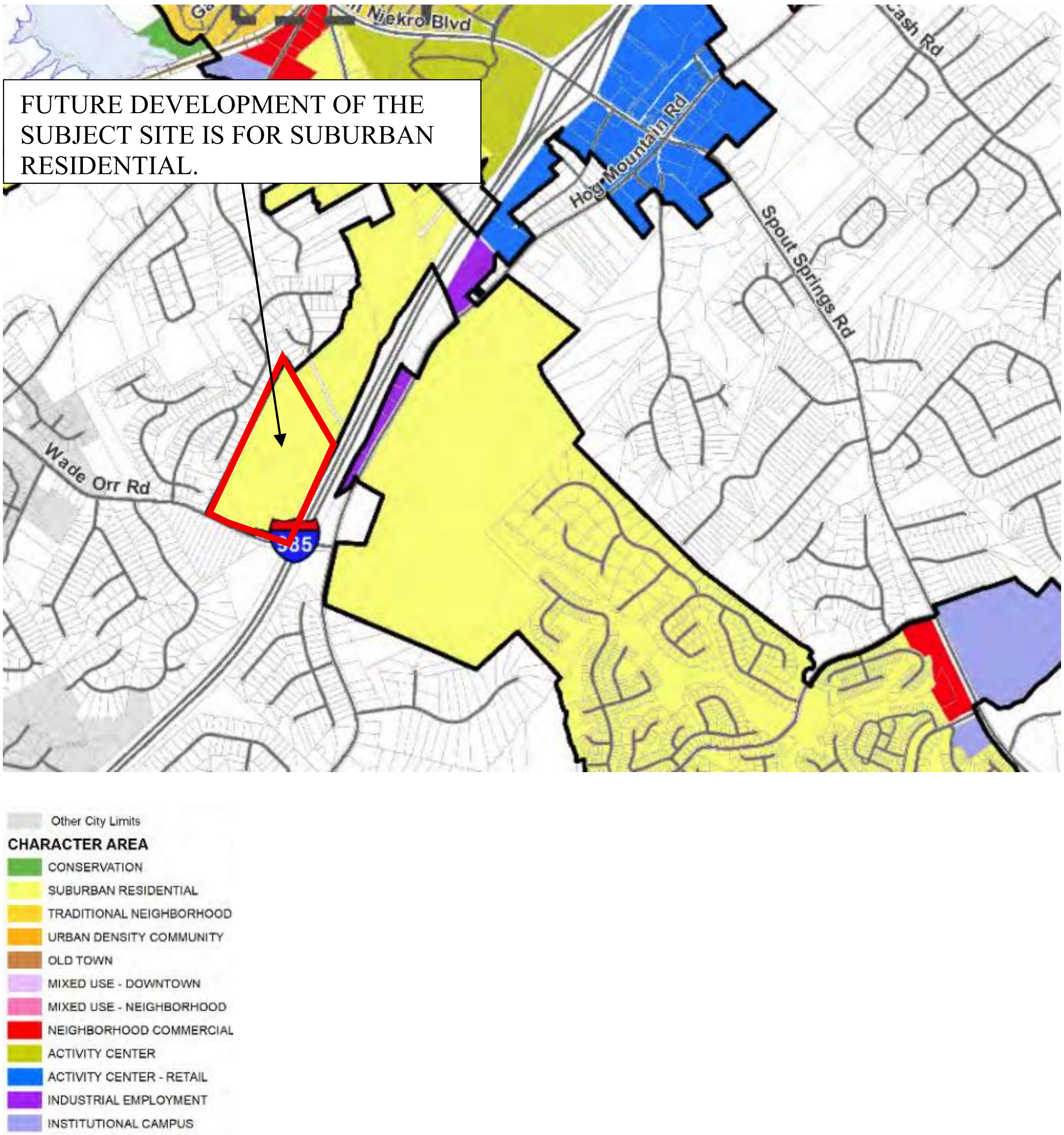
Following the rezoning of Mulberry Summit development from M-1 – Manufacturing & Industrial, Light to R-3 – Residential Multi Family, the remaining parcel became an isolated industrial zoning parcel, accessible only via Wade Orr Road. Surrounded entirely by residential developments, the site falls within the Suburban Residential Character Area of the Comprehensive Plan. Rezoning the parcel to R-2 – Residential Moderate Density would align it with the Comprehensive Plan's Future Development Plan and ensure consistency with the surrounding residential character.

Zoning Map


THE M-1 ZONED PROPERTY IS SURROUNDED BY EXISTING RESIDENTIAL SUBDIVISIONS AND ADJACENT TO PHASE 2 OF MULBERRY SUMMIT.
ADJACENT PROPERTY PLANNED FOR PHASE 2 OF MULBERRY SUMMIT
I-1 (C)
R-2
HB
R-3
PCD
PCD (C)
PRD
M-1
FLOW
Lanier Pkwy
Bearing Dr
Flowery Way
Sundial Ave
Norton Cir
Forest Park
Bailey St
Horizon Dr
Magnetic Pt
Polar Cir
Compass Dr
Saturn Dr
North Star Dr
Pool House
Wade Orr Rd
London Trce
Rose Ovlk
Ashley Falls Ln
Mount Salem Cir
Portsmouth Dr
Marble Head Dr
Saddlehorse Dr


Legend
Zoning Districts
Residential Low Density (R-1)
Residential Moderate Density (R-2)
Residential Multi-family (R-3)
Traditional Neighborhood Development (TND)
Planned Unit Development (PUD)
Manufactured Home Park (MHP)
Central Business District (CBD)
Neighborhood Shopping (NS)
Highway Business (HB)
Institutional (INST)
Manufacturing & Industrial, Light (M-1)
Manufacturing & Industrial, Heavy (M-2)
Agriculture (A)
Historic Districts
Local Historic District

Future Development Map:



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

Comprehensive Plan Assessment

The Flowery Branch Comprehensive Plan Future Development Map indicates the subject parcel falls within the Suburban Residential Character Area. The proposed zoning to R-2 is in harmony with the Suburban Residential Character Area based on the following criteria:

Land Use:
- Single Family Detached Residential

Zoning:
- R-2 Detached Single-Family Residential, Moderate Density District

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.

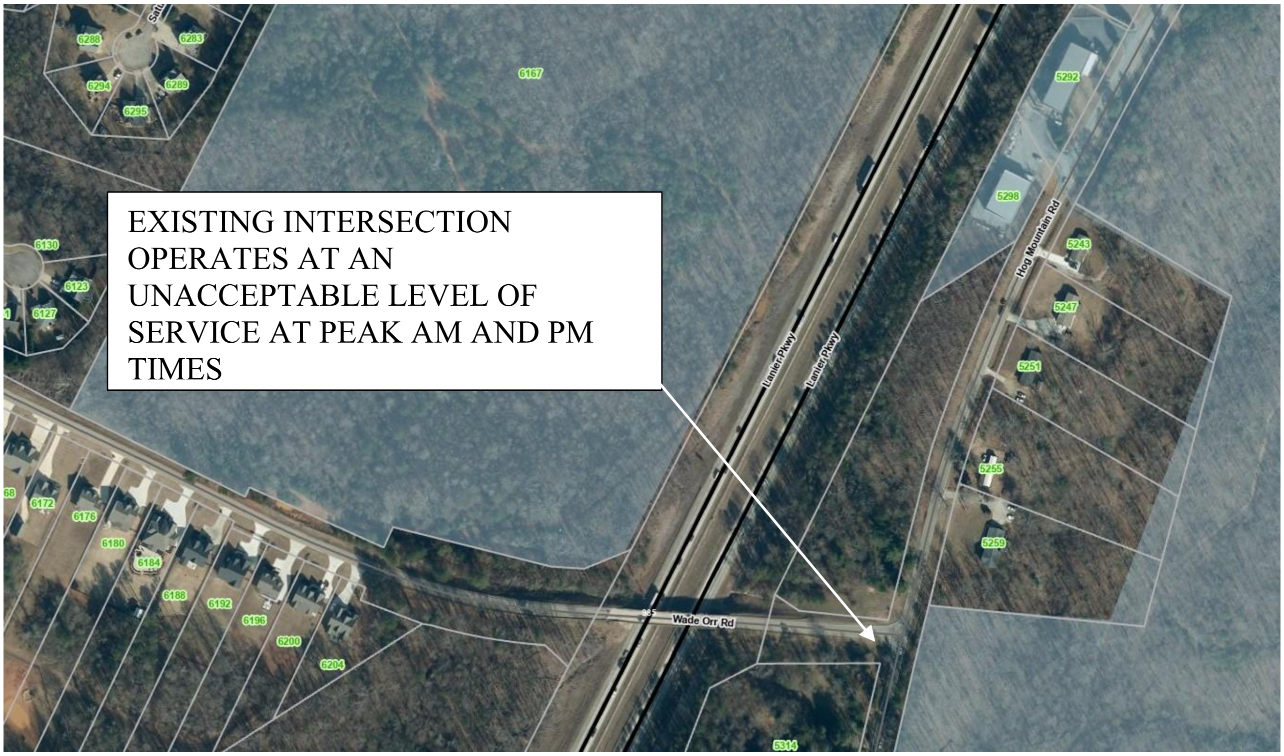
The existing zoning M-1– Manufacturing & Industrial, Light is not a listed zoning in the Suburban Residential Character area. Therefore, the existing zoning is not in harmony with the Flowery Branch Comprehensive Plan Future Development Map. It’s reasonable to believe that rezoning the subject site brings the area into the intended zoning based on the Future Development Map.

Transportation Assessment: Development Challenges

Developing a large distribution warehouse on the subject site, currently zoned M-1 – Manufacturing & Industrial, Light, presents significant transportation challenges. Existing zoning conditions restrict all tractor-trailer traffic to the intersection of Wade Orr Road and Hog Mountain Road. A weight-limited bridge, located between the proposed development and this intersection, prohibits trucks with more than three axles in order to prevent structural damage and ensure the safety of passenger vehicles, as confirmed by GDOT District Traffic Engineer Jonathan Peevy, P.E.

Furthermore, the intersection of Wade Orr Road and Hog Mountain Road currently operates at unacceptable levels of service during peak AM and PM hours. Improvements would be necessary to mitigate worsening traffic conditions. The intersection falls within Hall County's right-of-way, and any modifications would require approval from the Hall County Transportation Department. According to Hall County Engineer Brent Cook, an all-way stop is not supported, though alternative solutions, such as a roundabout, could improve operational efficiency. However, implementing such improvements would necessitate acquiring additional right-of-way.

These constraints—restricted truck access due to the bridge's weight limit, poor intersection performance, and the need for costly right-of-way acquisition—pose significant barriers to developing a distribution warehouse. No straightforward solutions exist to accommodate tractor-trailer traffic for the proposed industrial development.


EXISTING INTERSECTION OPERATES AT AN UNACCEPTABLE LEVEL OF SERVICE AT PEAK AM AND PM TIMES
Lanier Pkwy
Lanier Pkwy
Wade Orr Rd
Hog Mountain Rd
6167
5292
5298
5243
5247
5251
5255
5259
5314

Environmental Challenges for Developing a ~60-Acre Industrial Warehouse

Developing a ~60-acre industrial warehouse presents multiple environmental challenges that must be addressed to comply with regulations, minimize ecological impacts, and ensure sustainable development. Below is an analysis of key challenges, tailored to the context of the site and its potential development as an M-1 Industrial use.

1. **Stream and Wetland Impacts**
    - Challenge: The presence of multiple streams on the site likely indicates jurisdictional waters regulated under the Clean Water Act (CWA) Section 404 by the U.S. Army Corps of Engineers (USACE) and state environmental agencies (e.g., Georgia Environmental Protection Division (EPD). Construction activities, such as grading, filling, or redirecting streams, could degrade or destroy these aquatic resources.
    - Implications:
        - A delineation study is required to identify the extent of streams, wetlands, and their buffers.
        - Any impacts to streams or wetlands require a Section 404 permit from USACE and a corresponding Section 401 water quality certification from the state.
        - Mitigation (e.g., stream restoration or off-site compensation) may be required, increasing project costs and timelines.
    - **Industrial vs. Residential**: Industrial development typically involves larger impervious surfaces (e.g., warehouses, parking lots), increasing the risk of stream degradation compared to residential development, which may incorporate green spaces or lower-density layouts.
2. **Stormwater Management and Water Quality**
    - Challenge: A 60-acre industrial warehouse would generate significant impervious surface, increasing stormwater runoff and the risk of water quality degradation in streams.
    - Implications:
        - Runoff may carry pollutants (e.g., oils, heavy metals from trucks) into streams, violating National Pollutant Discharge Elimination System (NPDES) standards.

        - Compliance with local stormwater ordinances and Georgia's Erosion and Sedimentation Act requires robust stormwater management plans, including detention ponds, bioswales, or permeable pavements.
        - Streams may be sensitive to increased runoff volume, leading to erosion, sedimentation, and habitat loss for aquatic species.
    - **Industrial vs. Residential**: Residential development typically produces less intense runoff due to smaller impervious areas and landscaping requirements, potentially reducing water quality impacts.

3. **Floodplain and Hydrologic Impacts**
    - Challenge: Streams on the site may be associated with floodplains, regulated under FEMA's National Flood Insurance Program and local floodplain ordinances.
    - Implications:
        - Development within or near floodplains requires a Floodplain Development Permit and adherence to elevation or flood-proofing standards.
        - Altering stream channels or floodplains could increase flood risks downstream, necessitating costly hydrologic studies and mitigation measures.
        - Industrial facilities may require larger land disturbances, increasing the likelihood of floodplain encroachment compared to residential layouts designed to avoid flood zones.
    - **Industrial vs. Residential**: Residential zoning (e.g., R-2) may allow for cluster development that preserves floodplains as open space, whereas industrial development often requires extensive land clearing.
4. **Habitat and Biodiversity Impacts**
    - Challenge: Streams and their riparian zones likely support diverse flora and fauna, including protected species under the Endangered Species Act (ESA) or state regulations.
    - Implications:
        - A biological assessment may be required to identify protected species (e.g., fish, amphibians, or plants) in or near the streams.
        - Disturbance to habitats could trigger consultation with the U.S. Fish and Wildlife Service or state agencies, potentially requiring habitat restoration or mitigation.

- Industrial activities, such as noise, lighting, and chemical runoff, pose greater risks to aquatic and terrestrial ecosystems than residential uses.
- **Industrial vs. Residential**: Residential development may integrate greenways or conservation areas to protect habitats, whereas industrial warehouses typically prioritize maximized land use, increasing ecological disruption.

5. **Erosion and Sedimentation Control**
   - Challenge: Construction on a 60-acre site with streams increases the risk of erosion and sedimentation, particularly during land disturbance activities.
   - Implications:
     - Compliance with Georgia's Erosion and Sedimentation Act requires a detailed erosion control plan, including silt fences, sediment basins, and regular inspections.
     - Failure to control sedimentation can harm stream ecosystems, violate water quality standards, and result in fines or project delays.
     - Industrial construction, with larger disturbed areas, may pose higher erosion risks than residential development with phased or smaller-scale grading.
   - **Industrial vs. Residential**: Residential projects may incorporate landscaping and vegetative buffers earlier in development, reducing erosion compared to industrial sites with extensive impervious surfaces.
6. **Contamination Risks from Industrial Activities**
   - Challenge: Industrial warehouse operations (e.g., storage, distribution) may involve hazardous materials, increasing the risk of spills or leaks into streams.
   - Implications:
     - A Phase I Environmental Site Assessment is needed to evaluate past industrial uses and potential contamination (e.g., from prior M-1 zoning activities).
     - Ongoing operations require spill prevention and response plans under EPA's Spill Prevention, Control, and Countermeasure (SPCC) regulations.
     - Contamination risks could degrade stream water quality, affecting downstream communities and ecosystems.
   - **Industrial vs. Residential**: Residential development poses minimal contamination risks, as it typically involves fewer hazardous materials than industrial operations.
7. **Regulatory and Permitting Delays**

- Challenge: The presence of streams triggers multiple environmental regulations, leading to complex permitting processes.
- Implications:
    - Federal, state, and local permits (e.g., CWA Section 404, NPDES, floodplain permits) require extensive documentation, public comment periods, and agency reviews, potentially delaying the project by months or years.
    - Industrial projects may face stricter scrutiny due to their environmental footprint compared to residential developments, which are often viewed as less impactful.
- **Industrial vs. Residential**: Residential rezoning (e.g., to R-2) may streamline permitting by aligning with the Comprehensive Plan's Suburban Residential Character Area, reducing regulatory conflicts.

Mitigation Strategies

To address these challenges, the following measures could be implemented:

- Stream Buffers: Maintain or expand undisturbed vegetative buffers (e.g., 25-50 feet) to protect streams and reduce runoff.
- Low-Impact Development (LID): Use permeable pavements, rain gardens, or green roofs to minimize impervious surfaces and manage stormwater.
- Erosion Control: Implement robust erosion control measures during construction, such as silt fences and sediment traps.
- Habitat Preservation: Designate stream corridors as conservation areas or greenways to protect biodiversity.
- Floodplain Avoidance: Site the warehouse (or residential units) outside floodplain boundaries to reduce flood risks and permit requirements.

Industrial vs. Residential Development

Rezoning the site to R-2 – Moderate Density Residential, as proposed in the context of the Comprehensive Plan's Suburban Residential Character Area, would likely reduce environmental challenges compared to industrial development:

- Smaller Footprint: Residential development typically involves less impervious surface area, reducing runoff and stream impacts.

- Lower Pollution Risk: Residential uses generate fewer hazardous materials, minimizing contamination risks to streams.
- Compatibility with Comprehensive Plan: Residential zoning aligns with the surrounding residential character and the Comprehensive Plan, potentially simplifying environmental permitting.
- Community Benefits: Residential projects can incorporate green spaces, trails, or parks along streams, enhancing ecological and public value.

Conclusion

Developing a 60-acre industrial warehouse on a site with multiple streams presents significant environmental challenges, including stream and wetland impacts, stormwater management, floodplain risks, habitat disruption, erosion, contamination, and permitting delays. These issues are compounded by the site’s isolation and transportation constraints (e.g., weight-limited bridge, as noted in the prior transportation assessment). Rezoning to R-2 – Residential Moderate Density would likely mitigate many of these challenges by reducing environmental impacts, aligning with the Comprehensive Plan, and better integrating with the surrounding residential context. Any development—industrial or residential—must include robust environmental studies, mitigation measures, and compliance with federal, state, and local regulations.

Flowery Branch Code Section 34.7 – Analysis Requirements

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

Rezoning to R-2 - Residential Moderate Density will permit a use that is suitable in view of the use and development of adjacent and nearby property.

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

Rezoning to R-2 - Residential Moderate Density will not adversely affect the existing use or usability of adjacent or nearby property.

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.**

It's reasonable to believe that the current zoning of M-1 – Manufacturing & Industrial, Light does not have a reasonable economic use due to the trend of residential area development in Flowery Branch.

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.**

Rezoning to R-2 - Residential Moderate Density should have no measurable impact on existing streets, transportation facilities, utilities, or schools.

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.**

Rezoning to R-2 - Residential Moderate Density is in conformity with the Flowery Branch 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.**

There are no 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.

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

The surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcel is Hall County residential.

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.**

It's reasonable to believe that the property value would increase by rezoning from M-1 – Manufacturing & Industrial, Light to R-2 - Residential Moderate Density

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 zoning map amendment approval will not be a deterrent to the value of adjacent property in accordance with existing regulations.

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

There are nearby Single Family Residential in the area. The existing M-1 – Manufacturing & Industrial, Light zoning is an existing isolated district.

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

Rezoning to R-2 - Residential Moderate Density is in harmony with the future land development of the Comprehensive Plan and will be a positive change aligning with the vision of the City.

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

The City of Flowery Branch will do an extensive review of stormwater management and erosion control, including but not limited to; drainage, soil erosion and sedimentation, flooding, air quality, and water quality on any proposed development to minimize impact on the environment. In R-2, mass grading can be avoided, disturbing areas only for infrastructure, streets, and homes. Limited grading and more undisturbed areas in the development helps with environmental impacts specifically in this case due to the proximity to Lake Lanier.

l) 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.

Rezoning to R-2 - Residential Moderate Density is in harmony with the future land development of the Comprehensive Plan

Recommendation:
Staff recommends the **APPROVAL** of the proposed rezoning from M-1 – Manufacturing & Industrial, Light to R-2 - Residential Moderate Density for 6167 Wade Orr Road, Flowery Branch, GA 30542, tax map parcel #08134 000002.

Public Hearing Published	09/03/2025	First Reading	10/02/2025
Public Hearing	10/02/2025	Second Reading	10/16/2025

ORDINANCE 759

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING +/-59.9ACRES OF LAND, OWNED BY AMERICA'S HOME PLACE, INC., IDENTIFIED AS 6167 WADE ORR ROAD, TAX PARCEL #08134 000002, AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM FLOWERY BRANCH M-1 – MANUFACTURING & INDUSTRIAL, LIGHT TO FLOWERY BRANCH R-2 – SINGLE FAMILY RESIDENTIAL MODERATE DENSITY DISTRICT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the City of Flowery Branch, Georgia desires to rezone the property identified as 6167 Wade Orr Road, Tax Parcel #08134 000002 from Flowery Branch M-1 – Manufacturing & Industrial, Light to Flowery Branch R-2 – Single Family Residential Moderate Density District; and

WHEREAS, a complete description of the subject property being rezoned is included herein; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on October 2nd, 2025, to consider the rezoning, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the appropriate zoning classification of the subject property in light of the comprehensive plan.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Flowery Branch M-1 – Manufacturing & Industrial, Light to Flowery Branch R-2 – Single Family Residential Moderate Density is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

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

3. Use as R-2 is appropriate given residential development trends and it is reasonable to believe the property will have reasonable economic value so zoned.

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

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

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

7. No precise determination has been made by staff with regard to the value differential between development under the current zoning as opposed to R-2, although it is reasonable to believe value would increase as a result of the rezoning.

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

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

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

SECTION 2. REZONING.

The subject parcel, as shown on Exhibit "A" and as legally described in Exhibit "B", are hereby rezoned from Flowery Branch M-1 – Manufacturing & Industrial, Light to Flowery Branch R-2, Single Family Residential Moderate Density.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval.

SECTION 6. REPEALER.

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

Approved this _____ day of ________ 2025.

____

Edward R. Asbridge, Mayor

____

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

____

Ted C. Baggett, City Attorney

Public Hearing Published	09/03/2025	First Reading	10/02/2025
Public Hearing	10/02/2025	Second Reading	10/16/2025

Exhibit “A”

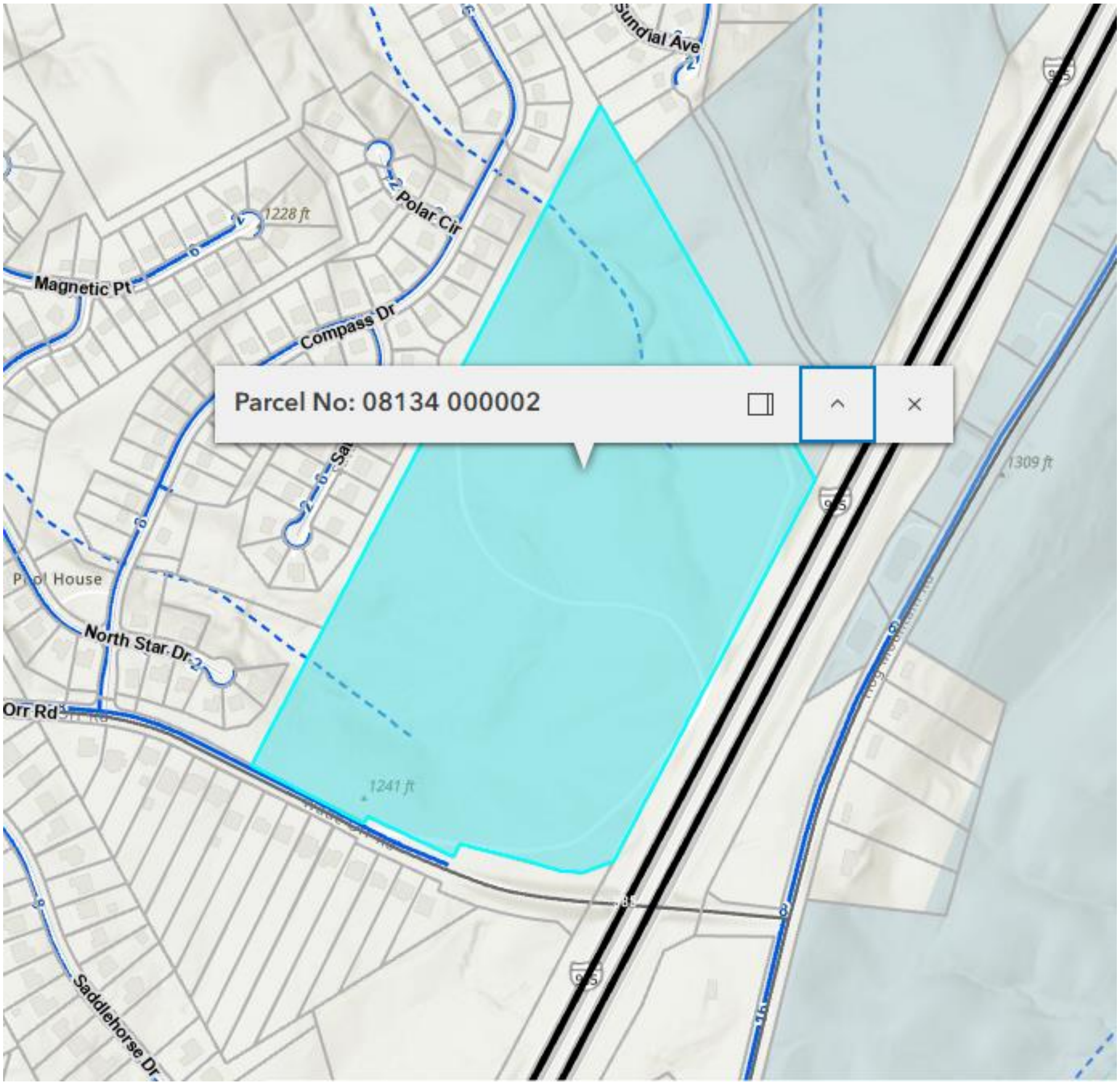


Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 134 of the 8th district, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Beginning at a ½" rebar found at the intersection of a line common to Land Lots 116 and 134 of the 8th District, Hall County, Georgia with the western right of way line of Interstate Highway 985 (having an apparent variable width right of way) and thence leaving said point and running with the said right of way line of Interstate Highway 985

1. South 26° 51' 19" West, 1466.72 feet to a point found at the mitered intersection of the said right of way line of Interstate Highway 985 with the northern right of way line of Wade Orr Road (having an apparent variable width right of way); thence, leaving the said right of way of Interstate Highway 985 and running with the said right of way line of Wade Orr Road

2. South 67° 35' 45" West, 112.94 feet to a point; thence,

3. 439.34 feet along the arc of a curve deflecting to the right and having a radius of 1250.00 feet and a chord bearing and distance of North 78° 03' 04" West, 437.08 feet to a point; thence,

4. South 23° 53' 55" West, 49.97 feet to a point; thence,

5. North 66° 14' 52" West, 328.24 feet to a point; thence,

6. South 23° 45' 08" West, 23.00 feet to a point; thence,

7. North 63° 55' 44" West, 428.69 feet to a point; thence, leaving the said right of way line of Wade Orr road

8. North 26° 48' 07" East, 2567.13 feet to a ½" rebar found on the said line common to Land Lots 116 and 134; thence, running with the said line common to Land Lots 116 and 134

9. South 30° 19' 30" East, 218.50 feet to a ½" rebar found; thence,

10. South 30° 21' 41" East, 1269.65 feet to a ½" rebar found at the intersection of the said line common to Land Lots 116 and 134 with the said right of way line of Interstate Highway 985 and the point of beginning, containing 2,613,509 square feet or 59.9979 acres of land, more or less.

The herein described tract or parcel of land is subject to all rights of way and easements, both recorded and unrecorded.

Official Zoning Map City of Flowery Branch, Georgia

This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flower Branch Zoning Ordinance.

Edward R. Asbridge, Mayor

Date: 10/16/2025

ORDINANCE NO. 766

AN ORDINANCE PURSUANT TO SECTION 3.4 OF THE CITY OF FLOWERY BRANCH ZONING ORDINANCE TO PROVIDE FOR THE ADOPTION AND REPLACEMENT OF AN OFFICIAL ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA.

The Council of the City of Flowery Branch hereby ordains that the City of Flowery Branch Zoning Ordinance is amended pursuant to Section 3.4 by adopting a new official zoning map. The map is attached hereto as Exhibit A and incorporated herein by reference. The map bears the legend Official Zoning Map of the City of Flowery Branch, Georgia, October 16th, 2025.

The new official zoning map shall be identified by the signature of the Mayor, attested by the City Clerk, and shall bear the seal of the City under the following words: "This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flowery Branch Zoning Ordinance." The new official zoning map shall be an attachment to the Flowery Branch zoning ordinance.

The previous official zoning map shall be preserved and maintained in the offices of the Planning Department of the City of Flowery Branch.

Any property that is located within the municipal boundaries of the City of Flowery Branch, Georgia, that is not shown on the official zoning map of the City of Flowery Branch, Georgia, which is adopted pursuant to this ordinance, or that is not shown within a specific zoning classification on the zoning map attached hereto shall be classified as R-1 Residential, Detached, Single-Family Low-Density District. All conditions of zoning that were placed on any land in the City of Flowery Branch, Georgia at the time of any prior zoning of that property, and any conditional use permits and conditions related thereto shall remain in full force and effect.

IT IS SO ORDAINED, this _____ day of October 2025

____
Edward R. Asbridge, Mayor

Attest: ____________________________
Shelia R. Cooper, City Clerk

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: October 16th, 2025

Subject: Adoption of Amended Zoning Map

Applicant: N/A

Owner: N/A

Existing Zoning: Multiple Zoning Designations

Location:

- City of Flowery Branch.

EXECUTIVE SUMMARY:

Pursuant to Article 3, Sec. 3.4, the Governing Body is to approve changes in zoning districts, boundaries, or other subject matter portrayed on the official zoning map for the City of Flowery Branch. There have been several approved annexations, rezonings, and text amendments which established new zoning categories necessitating an update to both the map itself as well as the information displayed in the map legend of the official zoning map. The following report details the changes and revisions that are contained within this update.

Boundary Areas Adjusted via Annexation:

The parcel located at 5623 Hog Mountain Road, tax map parcel #15048 000045, was annexed from Hall County and rezoned from Hall County AR-1 to Flowery Branch M-2 by Vulcan Lands, Inc.

A portion of 6300 Jones Rd. (small portion shaded blue), tax map parcel #08118 001015, was annexed into the city limits and the collective tracts outlined in red were rezoned from Flowery Branch R-1 to Flowery Branch R-2 by Heritage Homes, LLC.

3

The parcel located at 4272 Thurmon Tanner Parkway, tax map parcel #08073 000012, was annexed from Hall County and rezoned from Hall County I-1 to Flowery Branch M-1 by Around the Pickle, LLC.

4

Zoning Adjustments via Rezoning:

Two parcels located at 5238 & 5250 Hog Mountain Road, tax map parcel #08116 000016 & #08116 000017, were rezoned from Flowery Branch M-1 to Flowery Branch O-P and Flowery Branch HB, respectively, by Dodson Vet Enterprises, LLC.

Zoning District Amendments:

The zoning districts Residential Multi-family (R-3) and Planned Unit Development (PUD) were amended to Legacy categories. The zoning districts Single-Family Townhome (SF-TH) and Residential Multi-Unit (RMU) were added. The logo has also been updated to reflect the new branding.

Legend

Zoning Districts

Residential Low Density (R-1)	Residential Multi-Unit (RMU)	Office Professional (O-P)
Residential Moderate Density (R-2)	Planned Unit Development (PUD) (Legacy)	Institutional (INST)
Residential Multi-family (R-3) (Legacy)	Manuractured Home Park (MHP)	Manufacturing & Industrial, Light (M-1)
Single-Family Townhome (SF-TH)	Central Business District (CBD)	Manufacturing & Industrial, Heavy (M-2)
Traditional Neighborhood Development (TND)	Neighborhood Shopping (NS)	Agriculture (A)
	Highway Business (HB)	Overlay District
		City Limits
		Parcels

This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flower Branch Zoning Ordinance.

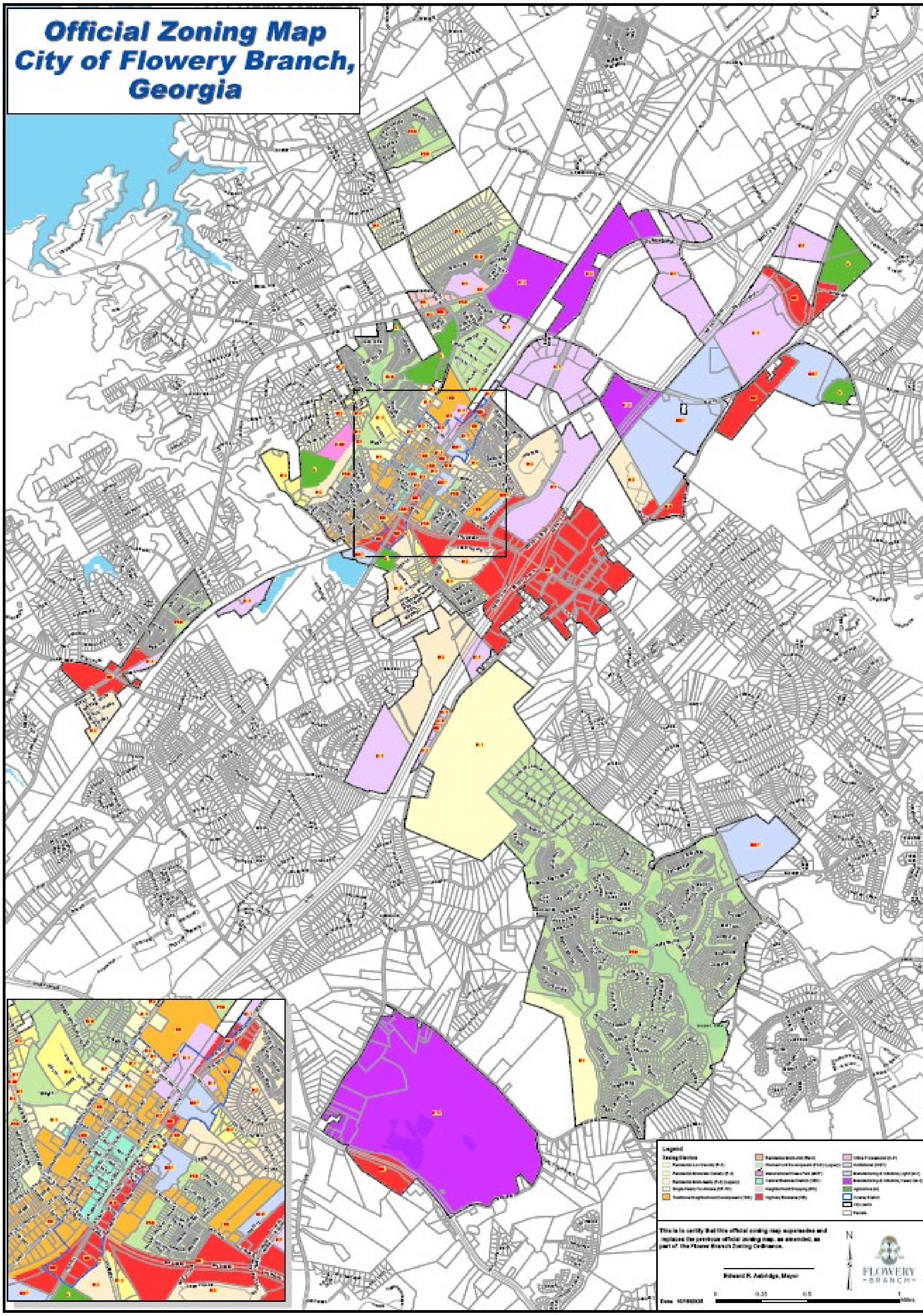
Edward R. Asbridge, Mayor

N

FLOWERY BRANCH

0 0.25 0.5 1 Miles

Date: 10/16/2025


Official Zoning Map
City of Flowery Branch,
Georgia
Legend
Zoning Districts
This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flowery Branch Zoning Ordinance.
Edward R. Asbridge, Mayor
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Recommendation:

Staff recommends **APPROVAL** of the proposed amendments to the Official Zoning Map for the City of Flowery Branch.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Execute a Memorandum of Understanding (MOU) with Penn Hodge, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

DATE: October 13, 2025

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: October 16, 2025

PURPOSE: Execute a memorandum of understanding (MOU) with Penn Hodge, LLC for the Old Town Redevelopment – Phase II.

HISTORY: The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will progress with this MOU.

Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS: Penn Hodge, LLC has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Penn Hodge, LLC with the exclusive right to develop the project in one or more phases.

All redevelopment proposed (all parcels) and included in this MOU are within the Tax Allocation District.

OPTIONS:

1) Execute this MOU with Penn Hodge, LLC.
2) Do not execute this MOU with Penn Hodge, LLC.

RECOMMENDED SAMPLE MOTION:

I make a motion to execute the Memorandum of Understanding with Penn Hodge, LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Memorandum of Understanding
By and Between the City of Flowery Branch, Georgia and Penn Hodge, LLC

This Memorandum of Understanding (this "MOU") - is entered into this ____ day of ____ ____________2025 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and Penn Hodge, LLC (dba Penn Hodge Properties) or its Affiliate (hereafter referred to as "PHP" or the "Developer"). The City and PHP are collectively referred to herein as the "Parties."

WHEREAS, the City has determined that encouraging redevelopment within its downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and adopted a redevelopment plan, the "City of Flowery Branch Redevelopment Plan for Tax Allocation District #1 Old Town and Commercial Gateways" in December of 2007 to encourage the redevelopment of Old Town; and

WHEREAS, the City has acquired certain properties in Old Town over time for municipal or redevelopment purposes, and with the objective of eventually offering some of those properties or portions of some properties to the private sector for redevelopment; including properties identified in "Exhibits A, B and C", attached and incorporated herein (hereafter the "City Parcels"), and over the past several years has periodically invited or considered proposals from qualified developers who have expressed interest in obtaining development rights to said City Parcels; and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created a Tax Allocation District ("TAD") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD is terminated; and

WHEREAS, PHP has expressed interest to the City in exploring the possible acquisition of development rights to one or more City Parcels identified in Exhibits A, B and C for purposes of constructing one or more projects containing residential, retail, and possible mixed-use components in a manner that will be consistent with the City's Redevelopment Plan (collectively, "the Project"), to possibly be completed in phases as market conditions warrant; and

WHEREAS, the City is authorized by O.C.G.A. § 36-44-9 to enter into agreements with private parties relating to the exercise of its redevelopment powers that include obligations on City real property; and

WHEREAS, the City has agreed to enable PHP to further explore its interest in one or more phases of the Project and is willing to negotiate in good faith, further Agreement(s) with PHP to convey the associated City Parcels for such purposes; and is willing to construct or engage PHP to construct in a timely manner, certain public improvements to streets, sidewalks, public parking areas and utilities to enhance the ability of the City Parcels to support the Project(s) in a manner desired by the City, and

WHEREAS the City intends to engage the Gainesville-Hall County Development Authority to facilitate the transaction(s) necessary for PHP to develop the Project; and

WHEREAS the Parties desire to enter into this MOU as a preliminary agreement and will more fully document their understanding and obligations relating to the Project by entering into a formal Development Agreement incorporating the terms herein.

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the Parties have agreed and do hereby agree as follows:

1. General Provisions

    a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of ____________, 2025.

    b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibits A, B and C; possibly including PHP's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by PHP and proposed to the City before the expiration of this MOU.

    c. Exclusive Right to Develop: The City has selected PHP as the Developer, and PHP has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.c below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and PHP agree to pursue in good faith, discussions and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

d. Sharing of Due Diligence: PHP has requested, and the City agrees to provide certain previously completed third-party reports which will assist PHP in completing its due diligence prior to proposing a formal agreement to develop the Project. Such third-party reports will assist PHP in understanding existing conditions, as well as planned public improvements to roads, public parking areas and utilities serving the City Parcels.

e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: PHP and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to "carry" the Project's development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a "City TAD Contribution"). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.

f. Terms of City TAD Contribution: The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the "Approved City TAD Contribution" to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to PHP after the City's issuance of bonds or other forms of financing and disbursed to PHP on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.

g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by PHP, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining "excess" project construction costs that cannot be supported by the Project's forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that PHP may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by PHP for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by PHP to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

h. <u>Timely Completion of Public Improvements</u>: The Parties acknowledge that City Parcels addressed in this MOU are to be conveyed subject to the timely completion of certain Public improvements that the City proposes to undertake in accordance with the City's Redevelopment Plan. PHP will coordinate closely with the City during the due diligence process to ensure that the timing and scope of "Phase I Public Improvements" are suitable and supportive of the proposed Project(s). PHP may also propose modifications to the Phase I Public Improvements, if needed to support the specific requirements of the Project(s). The City further agrees to consider PHP's proposed modifications to the Phase I Public Improvements as appropriate. If at any point, the Parties cannot agree on the design or budget parameters of any City Parcel that is within the scope of the Project, that parcel will be excluded from the Project. In such case, the City agrees to reimburse PHP for its actual, documented cost incurred to date for the excluded City Parcel. If mutually agreed by the Parties, the remainder of the Project will proceed. The Parties anticipate that PHP may propose to undertake construction of the Phase I Public Improvements at the City's expense to ensure the timely completion of the Project(s). The City agrees to consider such a proposal and to engage PHP to manage construction of the Phase I Public Improvements if, in its sole judgement, the City determines such action to be in its best interest.

2. Responsibilities of the Developer:

   a. During the due diligence investigations, PHP agrees to employ its own personnel and at PHP's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, PHP will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.

   b. PHP agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of PHP's progress, the firm's initial findings or impressions concerning the potential scope of one or more Projects it may propose to undertake, including a site plan and/or suitable visual representations of the Project(s), and any related issues or concerns encountered that the City should be made aware of. If requested by the City Council, PHP will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of PHP's potential proposal to the City.

c. At the conclusion of its due diligence PHP agrees to submit written findings to the City addressing PHP's decision to either proceed or not proceed to a Development Agreement. In the event that PHP desires to proceed to a Development Agreement, such findings will include (a) a statement of PHP's interest and intent to acquire and develop one or more City Parcels, (b) describe and/or illustrate the proposed redevelopment plan and uses for the City Parcel(s), (c) outline PHP's initial proposed terms and conditions of a Development Agreement as starting deal points for further negotiation, and (d) propose a timeline and list of additional tasks that will need to be completed prior to conveying the associated City Parcels for development. In the event that PHP decides not to proceed beyond the MOU, written findings will explain those factors which caused that decision to be made and suggest steps the City might consider making for the Project to be more attractive to other potential developers.

3. Responsibilities of the City

a. The City agrees to provide PHP with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit PHP's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibits A, B and C (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by PHP.

b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that PHP may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by PHP pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) to reimburse PHP for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve PHP from any obligations contained in the Development Agreement with respect to such City Parcel.

c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to PHP, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to PHP.

d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by PHP, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.

e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.

4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.

a. Term of the MOU: This MOU will expire at midnight on ______________, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from PHP, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.

b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice.

c. Preservation of Development Rights to Remaining City Parcels: If PHP determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and PHP desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant PHP exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, PHP agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period PHP fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, PHP shall have no further rights to Phase II, and the City shall be free to negotiate with other interested parties. PHP may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, PHP may assign such development rights to a related affiliated entity without the City's prior approval.

d. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, PHP and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, PHP will cooperate with the City to ensure that City Parcels to be conveyed to PHP for the Project (or Phase I of the Project) shall if necessary be re-zoned to the use(s) provided in the agreed upon Project plan. PHP will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements PHP may propose to construct on a design build basis.

e. If determined to be necessary and in the City's interest, PHP and the City will prepare an application and apply to the TAD Advisory Committee (the "TADAC") to receive tax allocation increments to support implementation of the Project (the "TAD Application"). The TAD application will be a joint application by PHP and the City. PHP agrees to cooperate with the City to prepare all documentation needed for the Application to be presented, and to respond to questions posed by the TADAC.

5. Miscellaneous Provisions

a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.

b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.

c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.

d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.

e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this MOU shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally or (b) whether or not the same is actually received, if sent by registered or certified mail and regular mail simultaneously, postage and charges prepaid, or (c) by FedEx or other reputable express courier service, or (d) by facsimile or electronic transaction to the party being given such notice addressed as follows:

If to THE CITY OF FLOWERY BRANCH,

Tonya Parrish, City Manager
5410 Pine Street
Flowery Branch, Georgia 30542
Telephone (770) 967-6731
Facsimile (770) 967-6481
E-mail tonya@flowerybranchga.org

With a copy to:

, City Attorney

If to Penn Hodge, LLC.

With a Copy to:

This Memorandum of Understanding may be executed in two (2) counterparts, with the understanding that each counterpart shall be deemed an original.

CITY OF FLOWERY BRANCH, GEORGIA

By: ___________________________

Its: ___________________________

Date: _________________________

Penn Hodge, LLC (dba Penn Hodge Properties)

By: ___________________________

Its: ___________________________

Date: _________________________


Exhibit A
Partial List of Old Town Flowery Branch – City Parcels
1
2
3
4
5
6
7
Note: City Ownership of Parcel 7 includes the ground floor commercial space only.

Exhibit B
City Parcels

Exhibit C
City Parcels

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Farm Winery/ Tasting Room License for Yonah Mountain Vineyards, LLC

DATE: October 16th, 2025

BUDGET INFORMATION:
ANNUAL-

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

COUNCIL ACTION REQUESTED ON: October 16th, 2025

PURPOSE: To allow Yonah Mountain Vineyards, LLC DBA: The Branch Social to have a tasting room and sell wine at 5603 Main Street.

HISTORY: The Branch Social is a new business located at 5603 Main Street.

FACTS AND ISSUES: Applicant Eric Miller has applied for a Farm Winery/Tasting Room license. The proposed business is a farm winery based in White County, Georgia, with plans to operate a tasting room in Flowery Branch.

Under current regulations, farm wineries are permitted to sell wine in closed packages for off-premises consumption at tasting rooms that are exclusively owned and operated by the winery, at no more than five (5) locations other than the primary winery premises.

The application has been reviewed and processed by the Chief of Police.

OPTIONS: Approve or Deny

RECOMMENDED MOTION: I move to approve the alcohol license issuance for The Branch Social Farm Winery/ Tasting Room license.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash
