



**City of Flowery Branch
City Council Meeting
Thursday, January 04, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADMINISTER OATHS

- Administer Oath to Councilman Joseph Mezzanotte
- Administer Oath to Councilman Chris Mundy

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

UNFINISHED BUSINESS - WORK SESSION:

- Consider Awarding RFP 24-001 for Branding to Radical Design Co., LLC
[Executive Summary - Brand Marketing Services.pdf](#)
[Radical SOW CFB-C001.pdf](#)
- Consider the First Reading for a Rezoning Request submitted by Edge City Properties.
[01 Edge City Zoning Package 14.158 Acres 10.20.2023.pdf](#)
[Staff Report 5416 and 5408 Gainesville Street_Comments.pdf](#)
- Consider the First Reading for a Conditional Use Permit Request submitted by Park Mini-Storage, LLC.
[1. Completed CUP Application Flowery Branch Carwash.pdf](#)
[2. CUP Exhibit.pdf](#)
[Satffreview_Conditional use analysis and description \(REV\).pdf](#)

NEW BUSINESS -WORK SESSION:

- Discussion Regarding Updated City Zoning Map.
[FlBr_OfficialZoningMap_2023.pdf](#)
- Consider Termination of Contract with VC3 for IT Services
[ES - termination of contract with VC3.pdf](#)
- Consider a Contract with Critical Path Security
[ES - contract with Critical Path.pdf](#)
- Consider a Contract with ClearLink for IT Services
[ES - contract with ClearLink.pdf](#)
- Consider a Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

[ES - Extension of Consulting Agreement - J Dean.pdf](#)

[Consulting Agreement - J Dean 01 05 24.pdf](#)

- Consider Adoption of Proposed FY2025 Budget Calendar.
[Executive Summary - FY2025 Budget Calendar.pdf](#)
[Budget Calendar Phases FY25.pdf](#)

DEPARTMENT REPORTS: - a. City Manager Report

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

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider December 21, 2023 City Council Meeting Minutes
[Unofficial December 21, 2023 City Council Meeting Minutes.pdf](#)
- Consider December 21, 2023 Executive Session Minutes

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second Reading of Ordinance 701, Adoption of Proposed Local Amendment to the Plumbing Code for Water Efficiency.
[23-010 Findings on Proposed Local Amendment to the Plumbing Code for Water Efficiency.pdf](#)
[DCA Adopting Ordinance .pdf](#)
- Consider Awarding RFP 24-001 for Branding to Radical Design Co., LLC
[Executive Summary - Brand Marketing Services.pdf](#)
[Radical SOW CFB-C001.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consider the First Reading for a Rezoning Request submitted by Edge City Properties.
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 - Consider Adoption of Proposed FY2025 Budget Calendar.
Executive Summary - FY2025 Budget Calendar.pdf
Budget Calendar Phases FY25.pdf

EXECUTIVE SESSION:**ADJOURNMENT:**

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Administer Oath to Councilman Joseph Mezzanotte

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Administer Oath to Councilman Chris Mundy

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

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

FACTS AND ISSUES:

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

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

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$59,500 Local Resources Fund

RECOMMENDATION:

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

SAMPLE MOTION:

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

COLLABORATING DEPARTMENT:

Department of Fun

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

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



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



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

DATE: December 13, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$59,500

COMMISSION ACTION REQUESTED ON: December 21, 2023

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

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

FACTS AND ISSUES:

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

DEPARTMENT: Finance

Prepared by: Krystle Hightower

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



11/17/2023 ("Effective Date")

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

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

1. INTRODUCTION

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

2. Project

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

3. Outcomes

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

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

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

4. Scope of Work

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

4-A. RESEARCH DELIVERABLES:

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

4-B. CONCEPTUAL DELIVERABLES:

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

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

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

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

5. Assumptions

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

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

6. Schedule

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

7. Fees and Payment Schedule

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

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

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

7-A. INVOICE SCHEDULE

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

8. Indemnity; Representations and Warranties

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

9. Term; Termination

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

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

10. Confidentiality

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

11. Force Majeure

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

12. Miscellaneous

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

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

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

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

RADICAL DESIGN CO., LLC

THE CLIENT

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading for a Rezoning Request submitted by Edge City Properties.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

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

FACTS AND ISSUES:

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

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

First Read and Vote

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

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



REZONING APPLICATION

Date: October 17, 2023

Address of Request:

5416 and 5408 Gainesville Street, Flowery Branch, GA 30542

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

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

Currently a conforming use? Yes

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

Applicant Information

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

Address: 350 Research Court, Peachtree Corners, GA 30092

E-mail address: kwood@pec.plus

Phone number: 770-451-2741

Signature: 

Notary:



Ken Wood
10/17/2023



Property owner information (if different than the applicant)

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

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 0811 2 027026

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

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Evelyn B. Jones

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 08112 027044

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

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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

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

- Current survey of property



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

Conflict of Interest Disclosure

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

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

None

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

None

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

None



Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

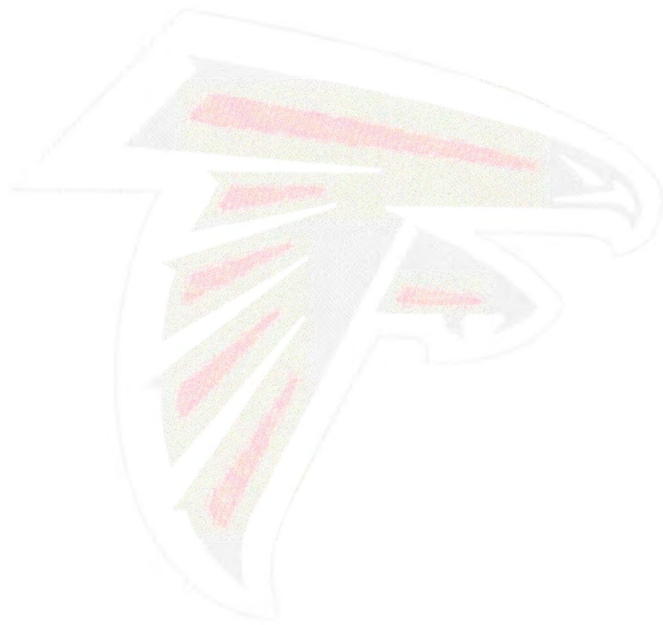
NONE

NONE

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





October 17, 2023

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

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

Dear Director Atkinson:

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

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

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

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

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

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

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

The Applicant respectfully request your approval of this Application.

Sincerely,



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

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

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

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

Sec. 34.7. - Analysis Requirements.

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

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

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

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

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

Authorization to Inspect Property

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

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

CLOSURE STATEMENT

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

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

GENERAL NOTES

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

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

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

DATE OF FIELD WORK: 4/15/2022

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

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

ALL MATTERS OF TITLE EXCEPTED.

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

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

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

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

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

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

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 08112 027026.

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

SYMBOL LEGEND

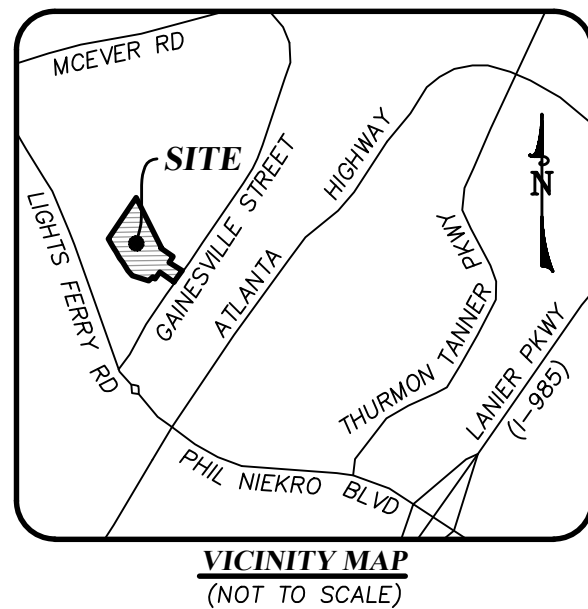
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- RIGHT-OF-WAY MONUMENT FOUND
- ADJOINING LOT NUMBER
- LOT NUMBER
- LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- SIGN
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
-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

ABBREVIATIONS

- A.E. ACCESS EASEMENT
- B.C. BACK OF CURB
- B.M. BENCHMARK
- B.S.L. BUILDING SETBACK LINE
- C.&G. CURB AND GUTTER CENTERLINE
- C.L.F. CHAIN LINK FENCE
- C.M.F. CONCRETE MONUMENT FOUND
- C.M.P. CONCRETE
- C.T.P. CRIMPED TOP PIPE
- D.B. DEED BOOK
- D.E. DRAINAGE EASEMENT
- E.X. EXISTING
- E.P. EDGE OF PAVEMENT
- F.E. FENCE
- F.L.L. LAND LOT LINE
- O.T.P. OPEN TOP PIPE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.W. PROPOSED RIGHT OF WAY
- S.S. SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- S.S.M.H. SANITARY SEWER MANHOLE
- U.E. UTILITY EASEMENT
- C.I. CURB INLET
- D.I. DROP INLET
- D.W.C.B. DOUBLE WING CATCH BASIN
- F.E.S. FLARED END SECTION
- H.W. HEADWALL
- J.B. JUNCTION BOX
- O.C.S. OUTLET CONTROL STRUCTURE
- S.W.C.B. SINGLE WING CATCH BASIN
- W.I. WEIR INLET
- Y.I. YARD INLET
- C.M.P. CORRUGATED METAL PIPE
- D.I.P. DUCTILE IRON PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- V.C.P. VITRIFIED CLAY PIPE

LINE TYPE LEGEND

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



BOUNDARY SURVEY FOR:
EDGE CITY PROPERTIES, INC.

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

G U N N I N
L A N D
S U R V E Y
INC.

141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502
Georgia LSF 000035 - Gunnin Land Surveying, LLC



DRAWN BY: JZC
CHECKED BY: ZRW

PROJECT NO. 22016

SHEET 1 OF 1

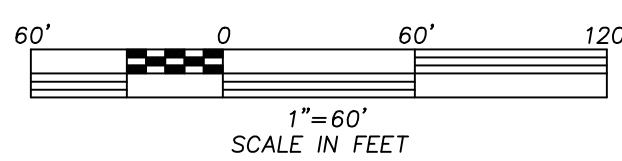
TOTAL AREA=
14.158 ACRES

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

ZACHARY R. WEISEL, GA RLS NO. 3473

07/13/22
DATE



Legal Description – Gainesville Street 5416

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

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

Said tract or parcel of land containing 14.158 Acres.

JUSTIFICATION FOR REZONING APPLICATION OF
EDGE CITY PROPERTIES, INC.

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

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

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

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

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

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

This 17 day of October 2023

Respectfully submitted,

EDGE CITY PROPERTIES, INC., As Applicant



Michael K. Dye
President



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

Request

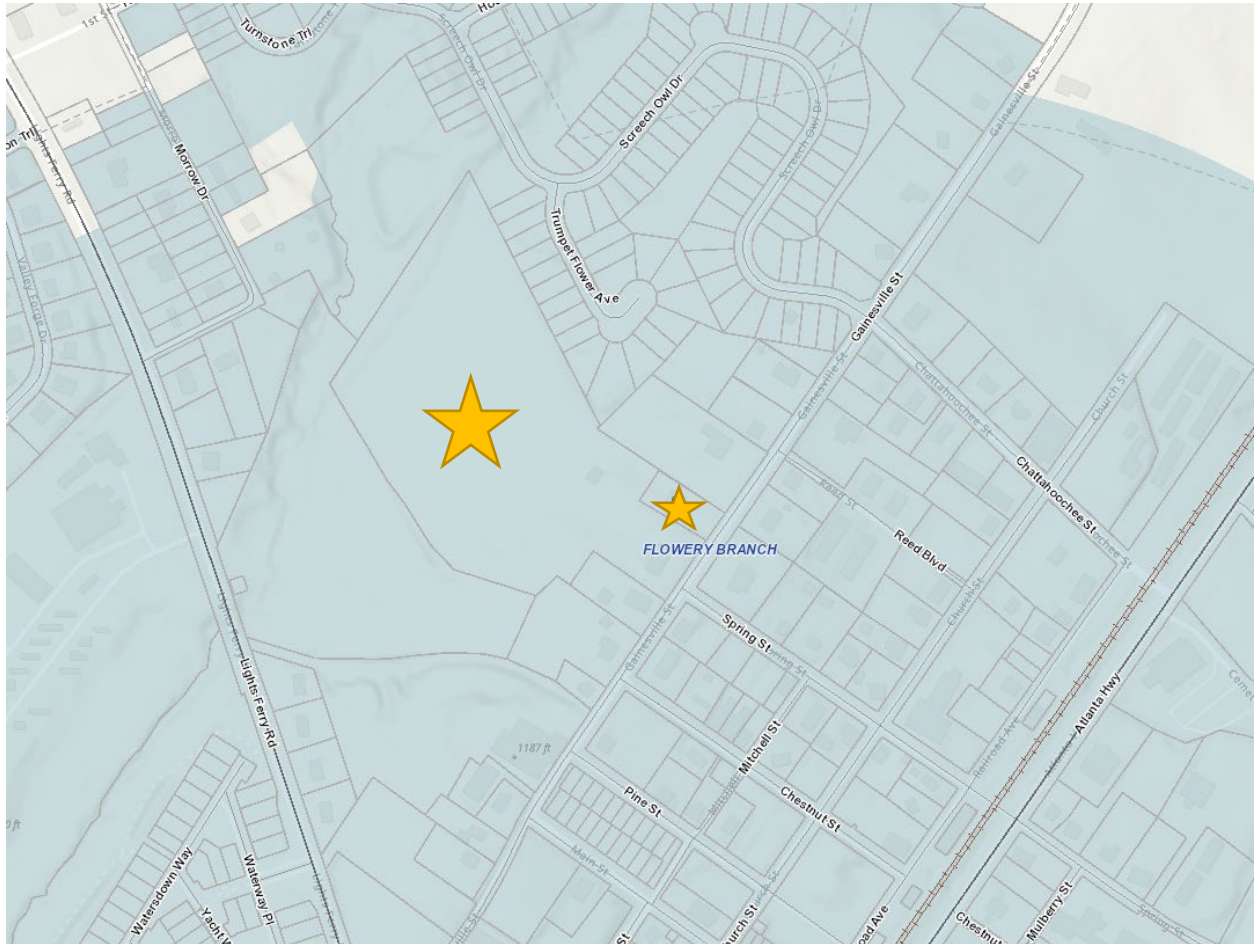
Rezone a 14.158 +/- acre tract of land known as 5416 and 5408 Gainesville Street and described as tax parcel identification numbers 08112 027026 and 08112 027044 from Residential, Detached Single Family, Low-Density District (R-1) to Residential, Detached Single Family(R-2) with the intent to develop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

The variance requests are as follows:

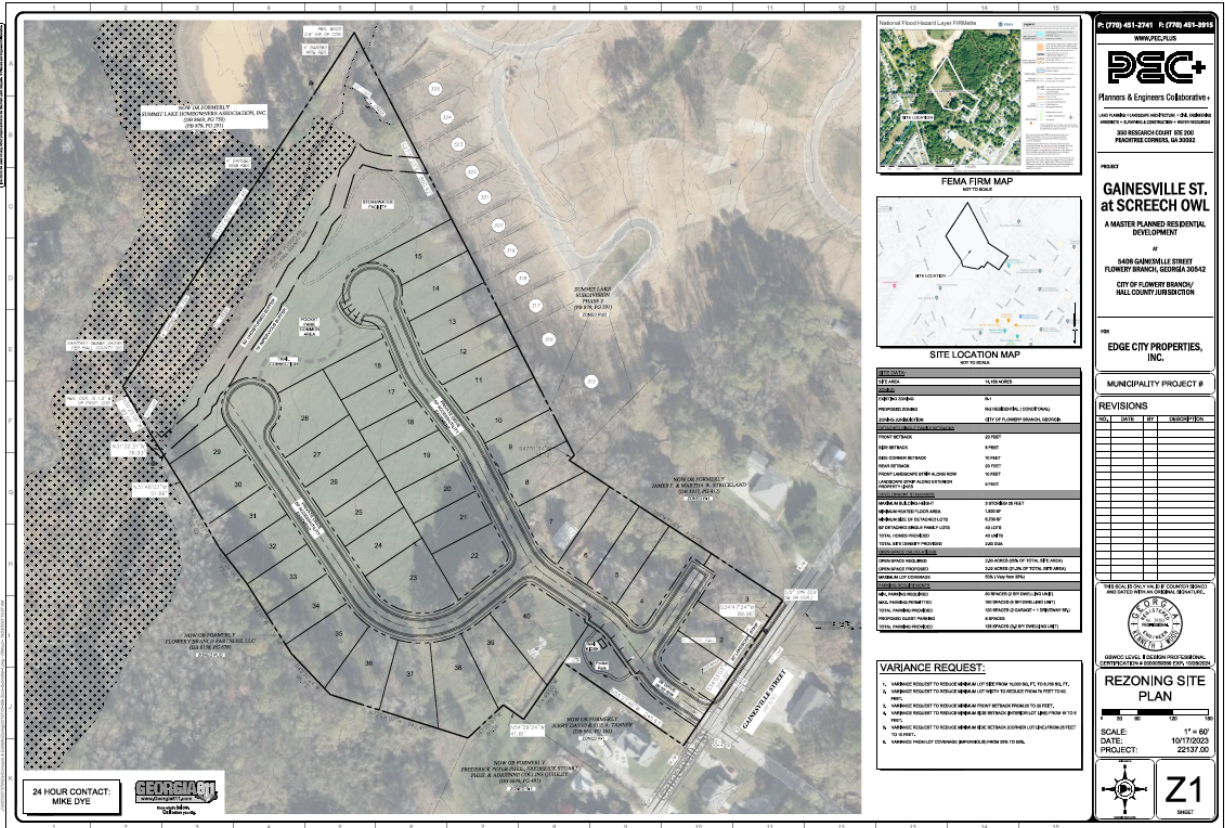
1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 6,700 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM FRONT SETBACK FROM 25 TO 20 FEET.
4. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT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



GIS Map:



Proposed Layout:





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



Proposed Schedule

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

Comprehensive Plan



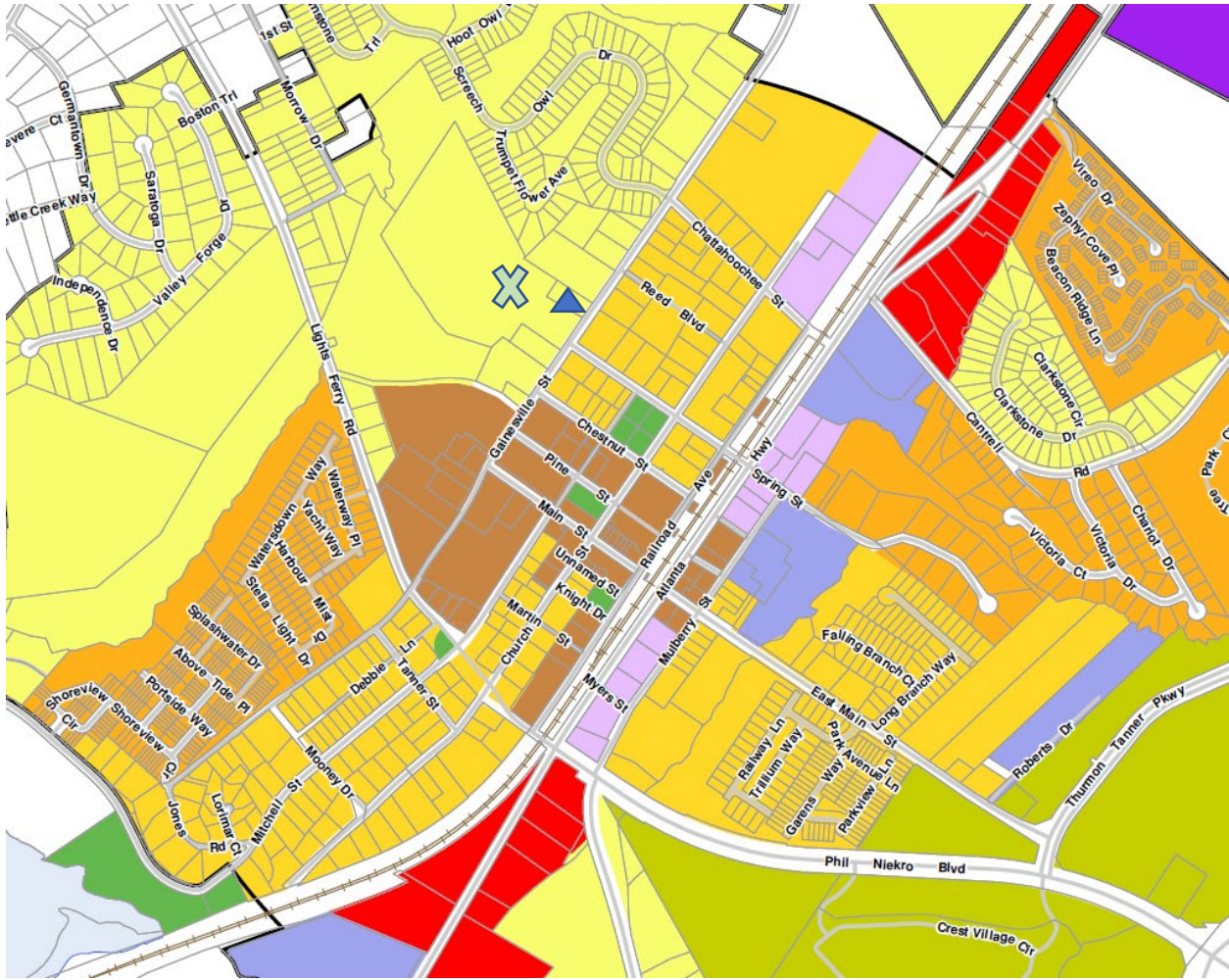


Purpose of the Comprehensive Plan

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

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

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



▲ X Proposed parcel

Future Development Map

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



Suburban Residential

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

Vision

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

Design Principles

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

Land Uses

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

Zoning

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

Implementation Strategies

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

Illustrative Photos





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

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Applicant comment

Staff Response

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



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

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

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

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

Agree

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

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

Not to staff's knowledge, no.

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

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

Agree

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

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

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

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

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

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

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

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

Agree.



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



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

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



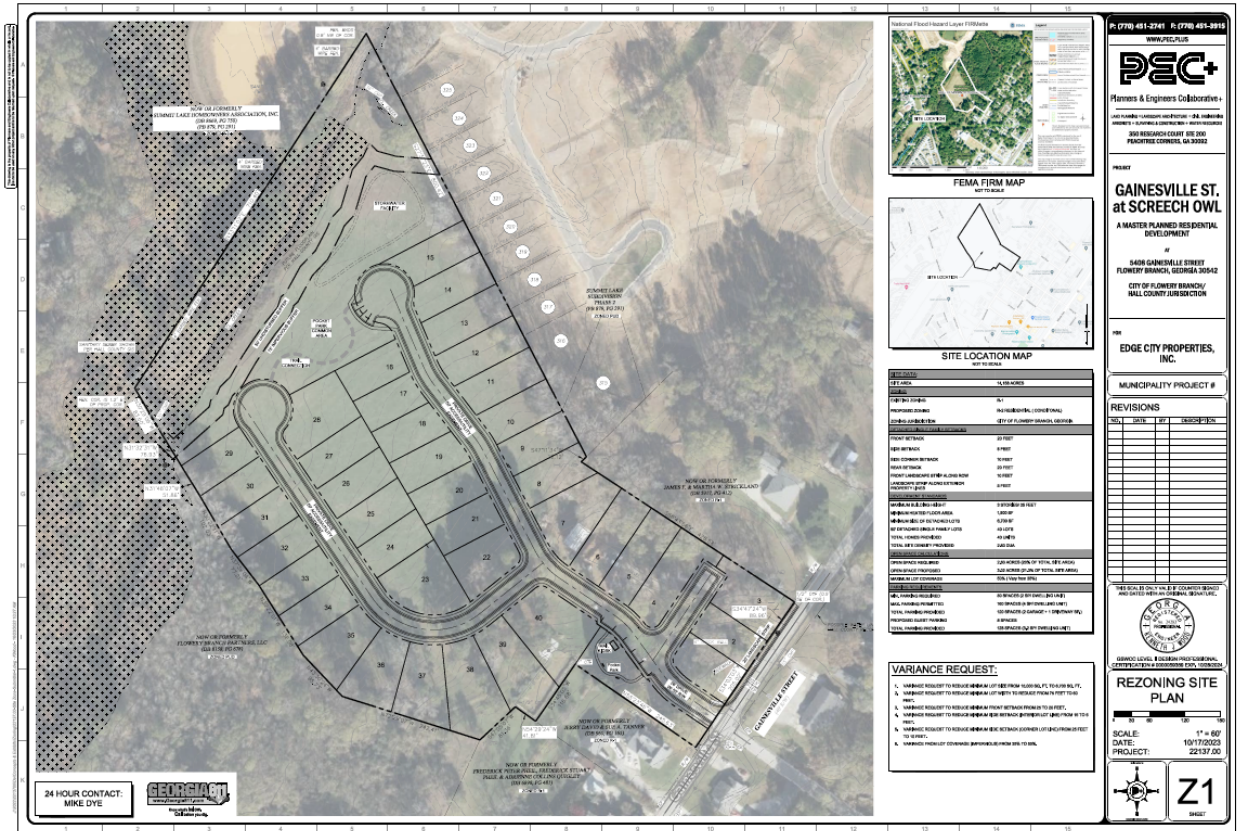
10. Amenities for Single Family tract total approximately 3.02 +/- acres and will include the following:
 - Pocket Park
 - Green Space Area
11. A minimum of TBD are planned for the Single Family Tract with a maximum spacing of 150 feet.
12. The Single Family Tract will include approximately 4,100 linear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



Recommendation

Approve the request as submitted with the following conditions:

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



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



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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading for a Conditional Use Permit Request submitted by Park Mini-Storage, LLC.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

The request is to apply for a conditional use permit to operate a car wash facility on a parcel totaling 1.34 +/- acres located at 4728 & 4734 Hog Mountain Road. The property is zoned as HB (Highway Business).

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

First Read and Vote.

SAMPLE MOTION:

No motion at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [1. Completed CUP Application Flowery Branch Carwash.pdf](#)
- [2. CUP Exhibit.pdf](#)
- [Satff review_Conditional use analysis and description \(REV\).pdf](#)



CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #

Date: 07/10/2023

Address of Request:

4728 & 4734 Hog Mountain Road, Flowery Branch GA 30542

Tax Map # 08096 000002 & 08096 000016 Current Zoning: HB

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? Car Wash SUP

Applicant Information

Applicant: Parkway Mini-Storage, LLC

Address: 3120 Frontage Road, Gainesville GA 30504

E-mail address: keith@cookres.com

Phone number: 770-540-6268

Signature:

Notary Seal:





Property owner Information

Property owner (please print): Parkway Mini-Storage, LLC

Address: 3120 Frontage Road, Gainesville GA 30504

E-mail address: keith@cookres.com

Phone number: 770-540-6268

Signature: 

Notary Seal: 



Applicant Information Required at Time of Submittal

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

- Payment of \$350.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

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

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

none

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

none

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

none

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

n/a

n/a



Received by City of Flowery Branch Staff on _____

Name: _____

Title _____



Hog Mountain Road Boundary Descriptions for the City of Flowery Branch

Parkway Mini Storage Properties **Tract One**

All that tract or parcel of land lying and being in Land Lot 96 of the 8th Land District, also being a part of the Flowery Branch District (G.M.D. 1270), Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, commence at the eastern most end of the mitered intersection of the northern right of way line of Spouts Spring Road (having a variable width right of way) and the western right of way line of Hog Mountain Road (having a variable width right of way) and thence leaving said point and running with the said right of way line of Hog Mountain Road North 37° 51' 20" East, 82.41 feet to a point; thence, North 47° 21' 34" East, 98.75 feet to a point and the True Point of Beginning of the herein described tract or parcel of land. And thence leaving the True Point of Beginning and the said right of way line of Hog Mountain Road and running along the property line now or formerly belonging to Flowery Branch Holdings (as shown in Deed Book 5159, Page 371 of the Hall County Land Records)

North 63° 46' 43" West, 198.92 feet to a ½" rebar; thence, leaving the said Flowery Branch Property and running with the property of Stonebridge Village (as shown in Plat Book 860, Page 39 of the said records)

North 37° 31' 16" East, 107.66 feet to a point; thence,

North 38° 08' 21" East, 91.61 feet to a point; thence, leaving the said property of Stonebridge Village and running with the property now or formerly belonging to Parkway Mini Storage, L.L.C. (as shown in Deed Book 5434, Page 667 of the said records)

South 55° 05' 50" East, 198.78 feet to a point on the said right of way line of Hog Mountain Road; thence, leaving the said property of Parkway Mini Storage, L.L.C. and running with the said right of way line of Hog Mountain Road

South 39° 02' 30" West, 169.43 feet to the True Point of Beginning, containing 36,264 square feet or 0.8325 acres of land, more or less.

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

Parkway Mini Storage Properties
Tract Two

All that tract or parcel of land lying and being in Land Lot 96 of the 8th Land District, also being a part of the Flowery Branch District (G.M.D. 1270), Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, commence at the eastern most end of the mitered intersection of the northern right of way line of Spouts Spring Road (having a variable width right of way) and the western right of way line of Hog Mountain Road (having a variable width right of way) and thence leaving said point and running with the said right of way line of Hog Mountain Road North 37° 51' 20" East, 82.41 feet to a point; thence, North 47° 21' 34" East, 98.75 feet to a point; thence, North 39° 02' 30" East, 169.43 to a point and the True Point of Beginning of the herein described tract or parcel of land. And thence leaving the True Point of Beginning and the said right of way line of Hog Mountain Road and running along the property line now or formerly belonging to Parkway Mini Storage, L.L.C. (as shown in Deed Book 5434, Page 667 of the Hall County Land Records)

North 55° 05' 50" West, 198.78 feet to a point; thence, leaving the said Parkway Mini Storage Property and running with the property of Stonebridge Village (as shown in Plat Book 860, Page 39 of the said records)

North 38° 21' 33" East, 128.08 feet to a ½" rebar; thence,

South 55° 02' 39" East, 200.29 feet to a ½" rebar; thence, leaving the said property of Stonebridge Village and running with the said right of way line of Hog Mountain Road

South 39° 02' 30" West, 128.00 feet to the True Point of Beginning, containing 25,492 square feet or 0.5852 acres of land, more or less.

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

A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS

[illegible]

—X— FENCE

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|-------------------|-------------------|
| STREET OR AVENUE | STREET OR AVENUE |
| RAILROAD CENTER | RAILROAD CENTER |
| WATER LANE | WATER LANE |
| OLD LANE | OLD LANE |
| RAILROAD POWER | RAILROAD POWER |
| PROPERTY LINE | PROPERTY LINE |
| STREET PLANT | STREET PLANT |
| CONCRETE SIDEWALK | CONCRETE SIDEWALK |
| DRIVE WALKWAY | DRIVE WALKWAY |
| WALKWAY SIDEWALK | WALKWAY SIDEWALK |
| PAVED SIDEWALK | PAVED SIDEWALK |
| UNPAVED SIDEWALK | UNPAVED SIDEWALK |
| WALKWAY SIDEWALK | WALKWAY SIDEWALK |
| LOW POLE LANE | LOW POLE LANE |
| LOW WALKWAY | LOW WALKWAY |
| WALKWAY POWER | WALKWAY POWER |
| CONCRETE SIDEWALK | CONCRETE SIDEWALK |
| ELECTRIC WALKWAY | ELECTRIC WALKWAY |
| POWER WALKWAY | POWER WALKWAY |
| PAVED SIDEWALK | PAVED SIDEWALK |
| UNPAVED SIDEWALK | UNPAVED SIDEWALK |
| WALKWAY | WALKWAY |
| CONCRETE | CONCRETE |
| PAVED | PAVED |

1. WARRANTY DEED TO PARKWAY MINI STORAGE, LLC.

RECORDED IN DB 6434 PG 667 HALL COUNTY RECORD
2. FINAL PLAT FOR STONERIDGE VILLAGE
RECORDED IN PG 660 PG 32, AFOAMAD RECORDS
3. WARRANTY DEED TO PLUMERY BRANCH HOLDINGS, LLC
RECORDED IN DB 5188 PG 371, AFOERBAMAD RECORDS

ACCORDING TO THE 'EPA, 100 MILLION BATTERIES END UP IN LANDFILL EVERY YEAR.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A MTE REPORT.
PAVED SURFACES ARE INDICATED BY DOTTED LINES. SEE 3304. NO PORTION OF THE
PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWNEDGE, INFORMATION

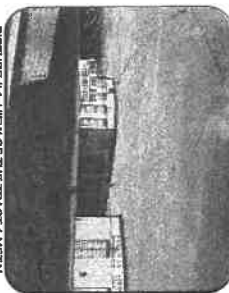
AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA" AND PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THE CERTIFICATION.



1998



PICTURE #1: VIEW OF THE TRAIL 1 METAL STORAGE FACILITIES LOOKING WEST



NORTHEAST



0

Project No.	2009-037D	No.		Revision	
Survey Crew:	N&H S&L				
Drawn By:	N&H S&L				
Approved By:	SEB				
Date:	03-25-2009				
Scale:	1"=40'				

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
260 Old Devon Village Road
Suite 120
Doraville, Georgia 30534
Phone No. (770) 547-1800
Fax No. (770) 285-8347

EQUIPMENT USED:
A TYPICAL 225 TON SWATCH WAS USED TO OBTAIN ANGULAR MEASUREMENTS
AND DISTANCE MEASUREMENTS.

CLOSURE STATEMENT:
THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE
WITHIN ONE FOOT IN 51,071 FEET.

THE FIELD DATA, INCLUDING THIS PLAN, IS BASED UPON A CLOSURE OF ONE FOOT
IN 51,071 FEET, AND AN ANGULAR ERROR OF 6" PER ANGLE POINT AND WAS
ADJUSTED USING THE COMPOUND RULE.

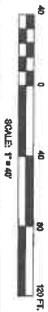
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LEGEND

1	FRONT
2	STRONG SPINNA LINE
3	SHARPENED SERIES
4	WHITE LINE
5	GLS LINE
6	GLS LINE
7	OVERSHOOTING PITCHES
8	PROBING LINE
9	PITCHING LINE
10	CATCH BALL IN HAND
11	SLIDE AND PITCH
12	SLIDE AND PITCH
13	SLIDE AND PITCH
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1. WARRANTY DEED TO PARKWAY MINI STORAGE, LLC, RECORDED IN DB 6454 PG 667 HALL COUNTY RECORDS
2. FINAL PLAT FOR STONECROFT VILLAGE, RECORDED IN PG 980 PG 36, ACONSBAD RECORDS
3. WARRANTY DEED TO FLOWERY BRANCH HOLDINGS, LLC, RECORDED IN DB 6186 PG 571, ACONSBAD RECORDS

ACCORDING TO THE "FLOOD INSURANCE RATE MAP OF TALL COUNTRY
PANEL NUMBER 8 13150201F DATED SEPTEMBER 29, 2004, NO PORTION OF
PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT,
WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.
SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF
HOG KOUNTAIN ROAD.



THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA, AND PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THIS CERTIFICATION.



SCOTT E. BURMAN, FELS
REGISTERED NUMBER: 3037



LOCATION MAP



PICTURE # 1: VIEW OF THE TRACT 2 RESIDENCE,
LOOKING WEST



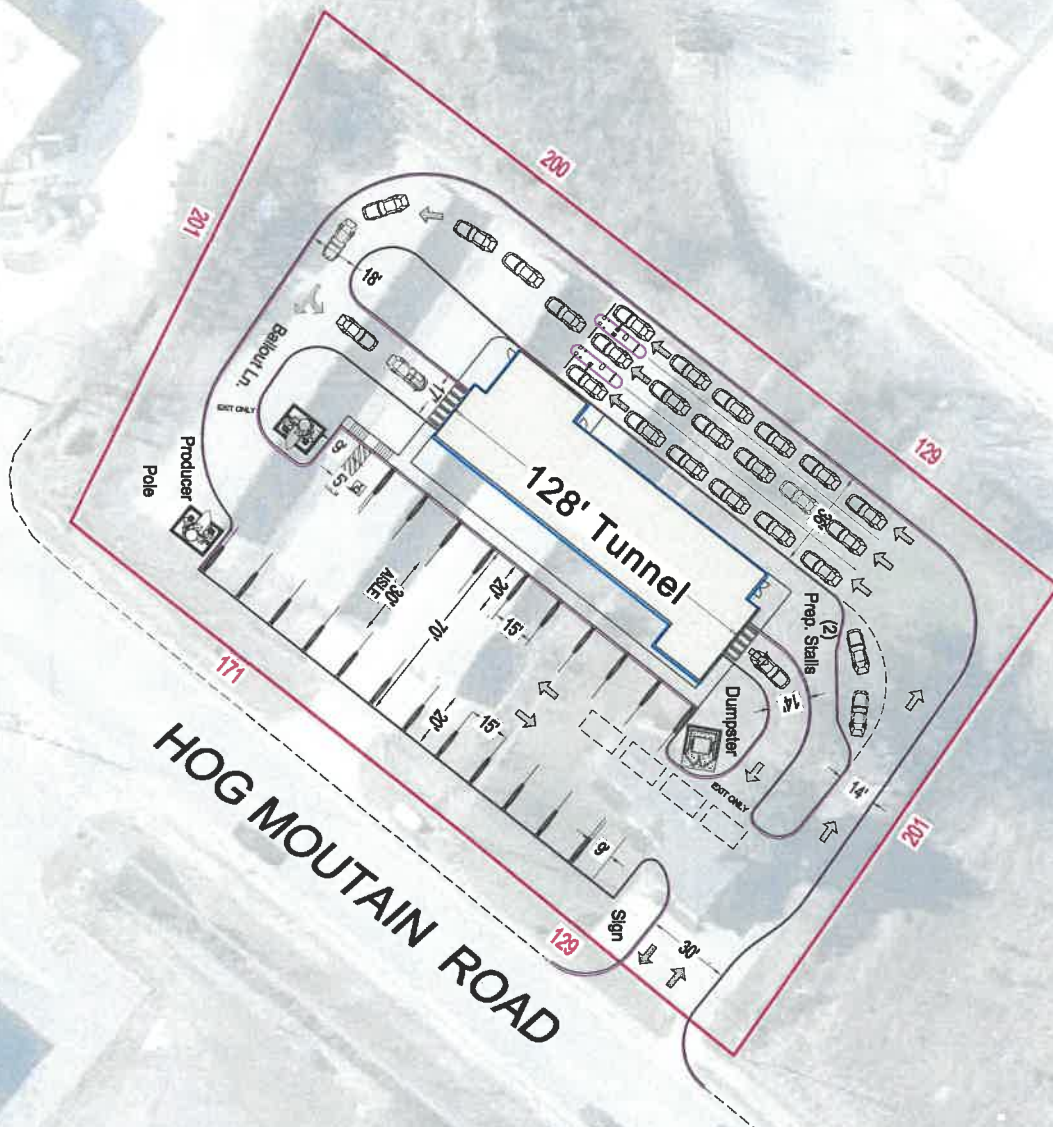
**PICTURE # 2: VIEW OF THE TRACT 2 METAL SHED,
LOOKING WEST**

Project No.	2006-0370	No.		Revision		Date	
Survey Crew:	NH#1 S&L	31					
Drawn By:	NH#1 S&L	32					
Approved By:	SEB	33					
Date:	03-05-2006	34					
Scale:	1"=60'	35					



TerraMark Land Surveying, Inc.
200 Old Dawson Village Road
Suite 110
Dawsonville, Georgia 30534
Phone No. (878) 547-1808
Fax No. (706) 285-8342

Site Plan



FLOWERY BRANCH
GA

4728 Hog Mountain Road
Flowery Branch GA

Site Area

1.34 AC
62,339 SF

Building Area

4,882 SF

Conveyor Length

128'

PARKING
Vacuum Stalls

20

Prep. Stalls

2

Parking Stalls

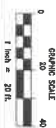
3

Accessible

1

Date

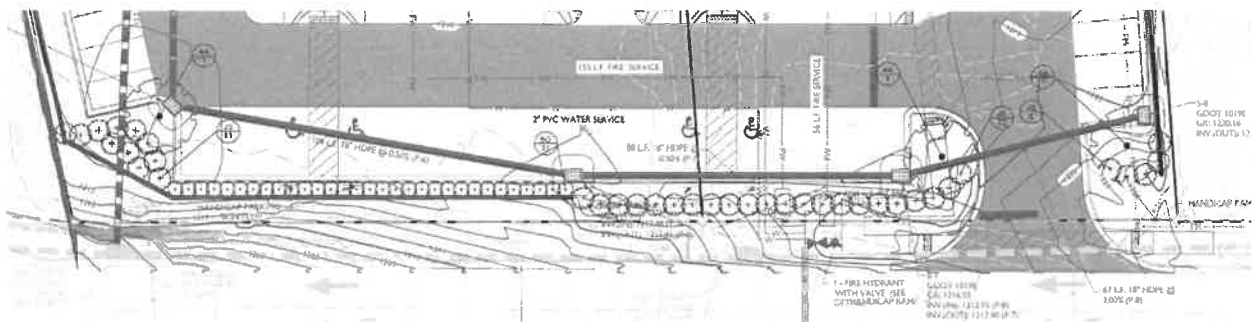
2-1-23



Site Plan Requirements per Article 34 Section 5

1. Existing and proposed buildings and structures.
1
2. Parking and internal circulation.
23 parking spaces including prep with a planter island every ten spaces
3. Proposed landscaping.

A 10' landscape strip will be provided along the Hog Mountain Road Right-of-Way as required by the City of Flowery Branch. The landscape strip will consist of 3 Autumn Blaze Red Maples / 31 Green Velvet Boxwoods / 38 Sea Green Junipers, consistent with Flowery Branch Standards.



4. Buffers.

No buffers are proposed or required for this project. The surrounding properties are commercial property and similar in use.

Development Statistics Requirements per Article 34 Section 6

1. Maximum and proposed height of any structure. one story
2. Maximum and proposed gross square footage of the building area (nonresidential only).
5,000-6,500 square feet
3. Color renderings of any proposed structures. See attached sample renderings & pictures
4. Material list (with percentages) of any proposed structures. 100% brick/stone & metal roof
5. Maximum and proposed lot coverage of building area (square feet and percent)

Maximum Allowed Lot Coverage = (30,800 S.F. / 50%)

Proposed Lot Coverage = (6,000 S.F. / 10%)

6. Minimum and proposed square footage of landscaped area (square feet and percent)

Minimum Required Landscaped Area = 15% (9,263 S.F.)

Proposed Landscaped Area = 20% (12,300 S.F.)

July 10th, 2023

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

RE: Conditional Use Written Analysis and Detailed Description

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 4728 & 4734 Hog Mountain Road, we ask that you consider these factors as they bear a reasonable relationship to the public safety, health, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash at the current location of Parkway Mini-Storage. This parcel is adjacent to McDonalds. The Car Wash will have a proposed 5,000 SF building with 21 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the right side of the property, and exit of the car wash will be in left side of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of the current, adjacent, and nearby properties.

The existing use of the current property is three mini-storage buildings and one older home. This property is zoned Highway Business and is currently being used as a storage facility. The adjacent property is zoned Highway Business and is currently being used as a fast-food facility. Other nearby properties are banks and strip centers. The Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the surrounding properties.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.

The proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposal has adequate setbacks with vehicular circulation into and out of the site. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash from the side of the building and able to exit from the other side of the building then onto Hog Mountain Road.

- 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.

A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well to the layout of the car wash.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate circulation on site to handle traffic flow. There is one access point as well as an existing red light at the intersection of Spouts Springs Road and Hog Mountain Road. All utilities are available to the site and no impact on schools will occur.

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

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows the site as Activity Center - Retail. A car wash would meet the intent of the Future Land Use Map as a commercial use and provide a service to the people of Flowery Branch. Also, we will adhere to all design standards and regulations of The City of Flowery Branch.

- 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 conditions that would affect the use and development of this property.

- G. Existing uses and zoning of the subject property and nearby properties.

The existing zoning of the adjacent and nearby properties are Highway Business. The surrounding properties are fast-food restaurants or retail strip centers.

- 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 determined. May include vacancy or unused zoning conditions and/or the efforts taken by the applicant to sell the property.

The value is not diminished by the existing zoning. The owner is seeking to sell the property and has a tremendous amount of interest from many car wash operators.

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

The special use permit would have a positive effect on all nearby properties. The parcel would be getting an impressive new building.

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

No isolated zoning district would be created.

- K. Possible effects of the change in zoning district map, or change in use, or the character for a zoning district.

The owner is not seeking to change zoning.

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

Erosion, grading, sedimentation, and drainage plan to be approved during the design stage of the project. All will be addressed and approved by the City of Flowery Branch. No downgrade in air or water quality will happen.

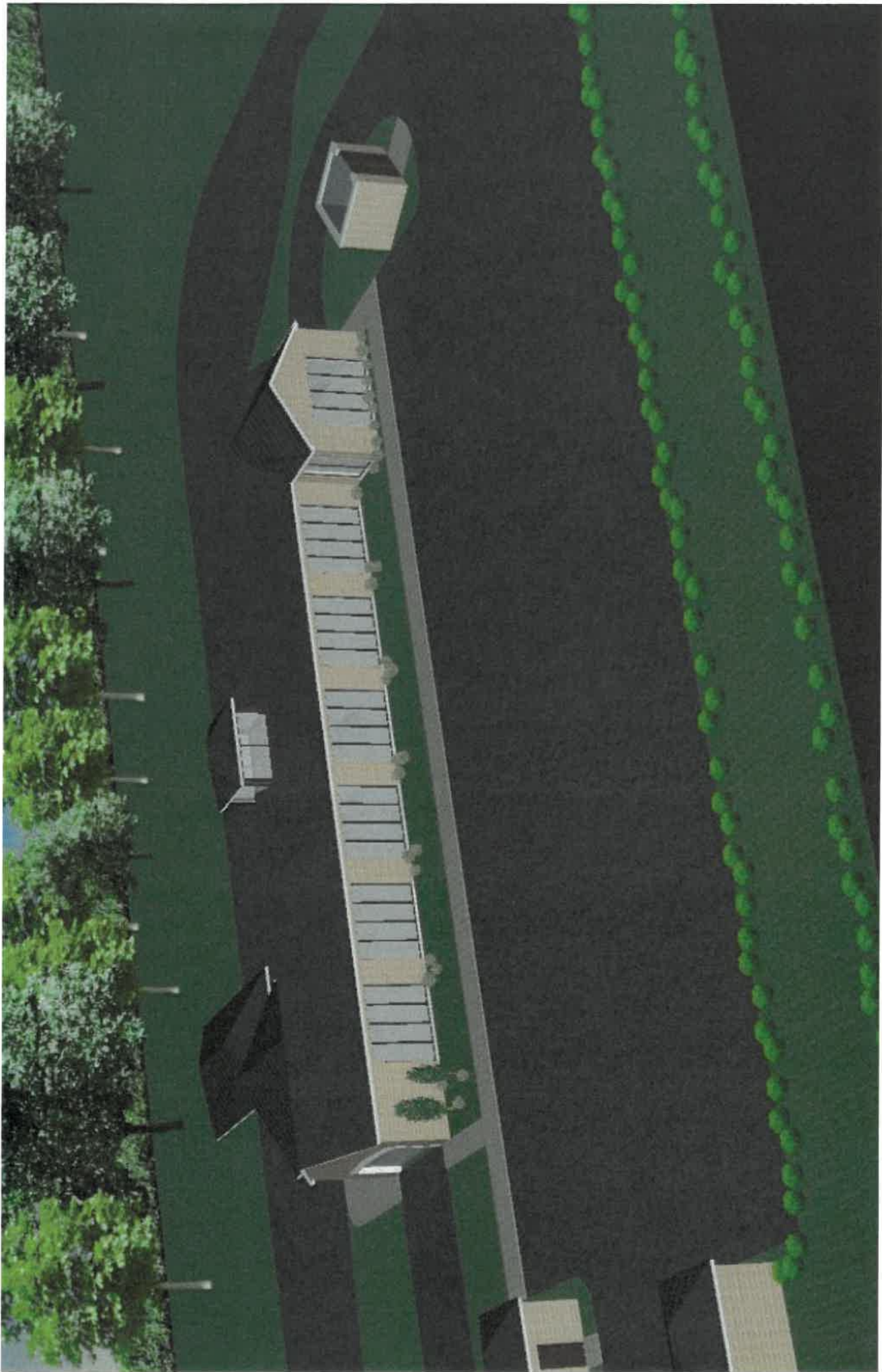
- M. The relation that is proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

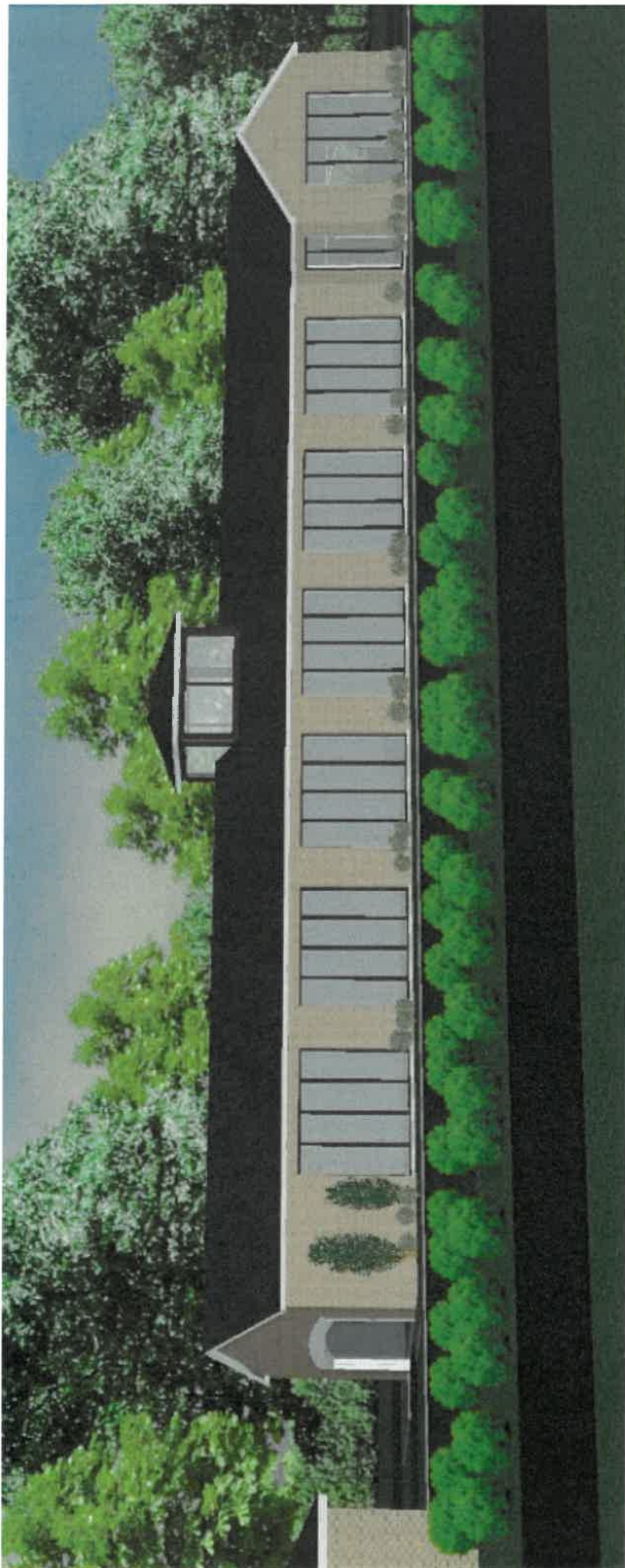
The use will be conforming and fit the overall zoning scheme of Flowery Branch.

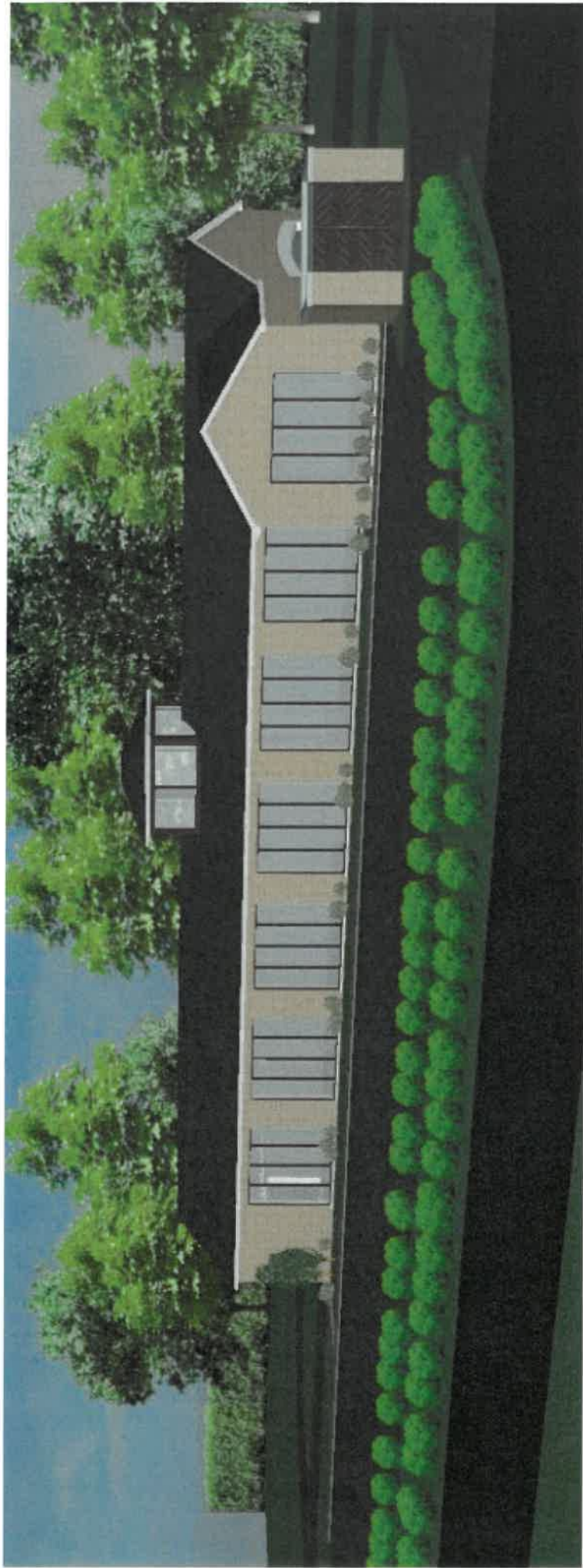
Thank you for your consideration,



Keith Cook
Parkway Mini-Storage, LLC















Parkway Mini Storage LLC
PO Box 581
Oakwood, GA 30566
770-967-6592

SUNTRUST BANK
64-010/610

1771

7/20/2023

PAY TO THE
ORDER OF

City of Flowery Branch

\$ 350.⁰⁰

Three Hundred Fifty Dollars & ⁰⁰/₁₀₀

DOLLARS

MEMO

Special Use Permit Application
4728 & 4734 Hog Mountain Road



⑈001771⑈ ⑆061000104⑆1000092449254⑈

Parkway Mini Storage LLC

1771

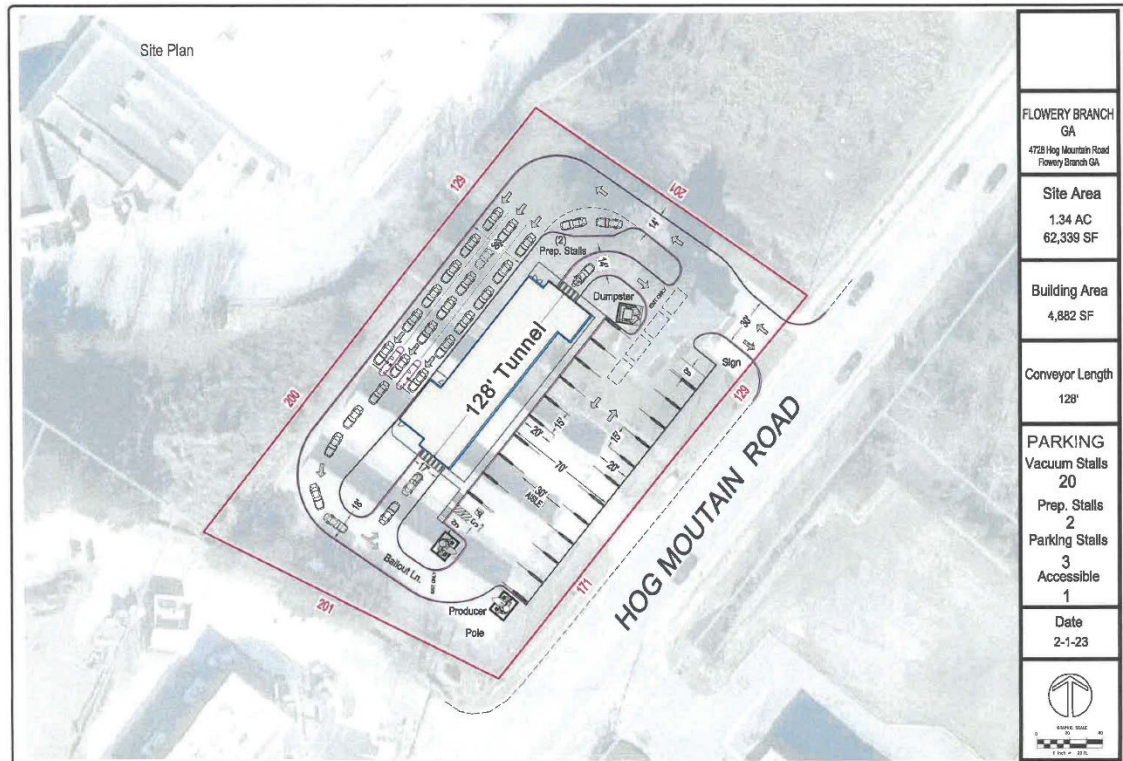
Parkway Mini Storage LLC

1771

PAYMENT
RECORD

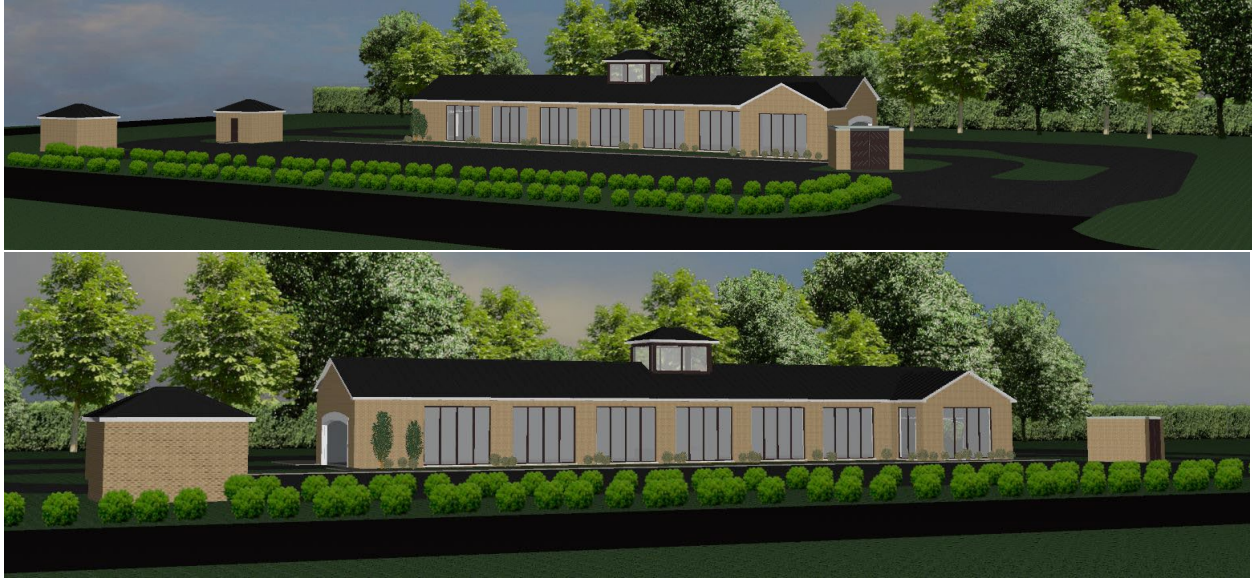
Exhibit
Conditions of Conditional Use Permit

1. The property shall be developed in substantial conformance with the site plan dated 2/1/2023 and submitted to the Flowery Branch Community Development Department on 08/01/2023 and as shown below:



2. Property elevation should be substantially adhere to the rendering picture submitted by applicant on 08/01/2023 and as below:





3. Elevation materials shall adhere to reference pictures submitted by applicant and as below:



July 10th, 2023

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

RE: Conditional Use Written Analysis and Detailed Description

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 4728 & 4734 Hog Mountain Road, we ask that you consider these factors as they bear a reasonable relationship to the public safety, health, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash at the current location of Parkway Mini-Storage. This parcel is adjacent to McDonalds. The Car Wash will have a proposed 5,000 SF building with 21 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the right side of the property, and exit of the car wash will be in left side of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of the current, adjacent, and nearby properties.

The existing use of the current property is three mini-storage buildings and one older home. This property is zoned Highway Business and is currently being used as a storage facility. The adjacent property is zoned Highway Business and is currently being used as a fast-food facility. Other nearby properties are banks and strip centers. The Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the surrounding properties.

Agree. A landscaping site map is required.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.

The proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposal has adequate setbacks with vehicular circulation into and out of the site. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash from the side of the building and able to exit from the other side of the building then onto Hog Mountain Road.

Agree.

- 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.

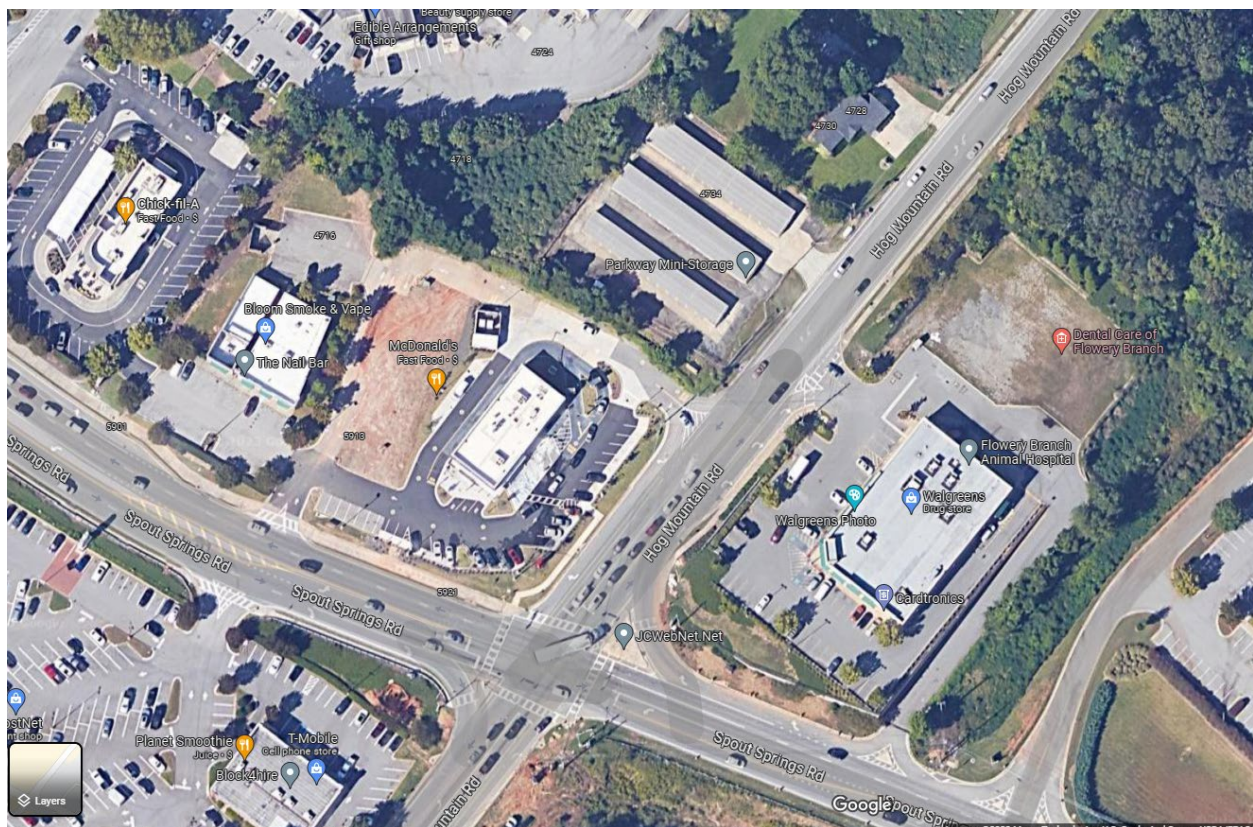
A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well to the layout of the car wash.

Agree.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate circulation on site to handle traffic flow. There is one access point as well as an existing red light at the intersection of Spouts Springs Road and Hog Mountain Road. All utilities are available to the site and no impact on schools will occur.

Traffic condition as below. In and out traffic impact should be considered.



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

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows the site as Activity Center - Retail. A car wash would meet the intent of the Future Land Use Map as a commercial use and provide a service to the people of Flowery Branch. Also, we will adhere to all design standards and regulations of The City of Flowery Branch.

Agree

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

There are no conditions that would affect the use and development of this property.

Agree

- G. Existing uses and zoning of the subject property and nearby properties.

The existing zoning of the adjacent and nearby properties are Highway Business. The surrounding properties are fast-food restaurants or retail strip centers.

Agree

- H. Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district, if such information is provided by the applicant or can be determined. May include vacancy or unused zoning conditions and/or the efforts taken by the applicant to sell the property.

The value is not diminished by the existing zoning. The owner is seeking to sell the property and has a tremendous amount of interest from many car wash operators.

Agree

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

The special use permit would have a positive effect on all nearby properties. The parcel would be getting an impressive new building.

Agree

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

No isolated zoning district would be created.

Agree

- K. Possible effects of the change in zoning district map, or change in use, or the character for a zoning district.

The owner is not seeking to change zoning.

Agree

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

Erosion, grading, sedimentation, and drainage plan to be approved during the design stage of the project. All will be addressed and approved by the City of Flowery Branch. No downgrade in air or water quality will happen.

Environmental impact should be considered. More information should be provided:

1. Environmental impact statements
2. proper details of chemicals in use
3. car wash water treatment solutions

(Per city code, there is minimum of 50 percent of water utilized must be recycled in an on-site installed recycled water system.)

- M. The relation that is proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The use will be conforming and fit the overall zoning scheme of Flowery Branch.

Agree

Summary:

Overall, the proposed use is appropriate for this parcel. Environmental impact should be further evaluated.

Thank you for your consideration,

Keith Cook
Parkway Mini-Storage, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Discussion Regarding Updated City Zoning Map.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

The map will be considered for adoption at the January 18th, 2024, City Council meeting.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

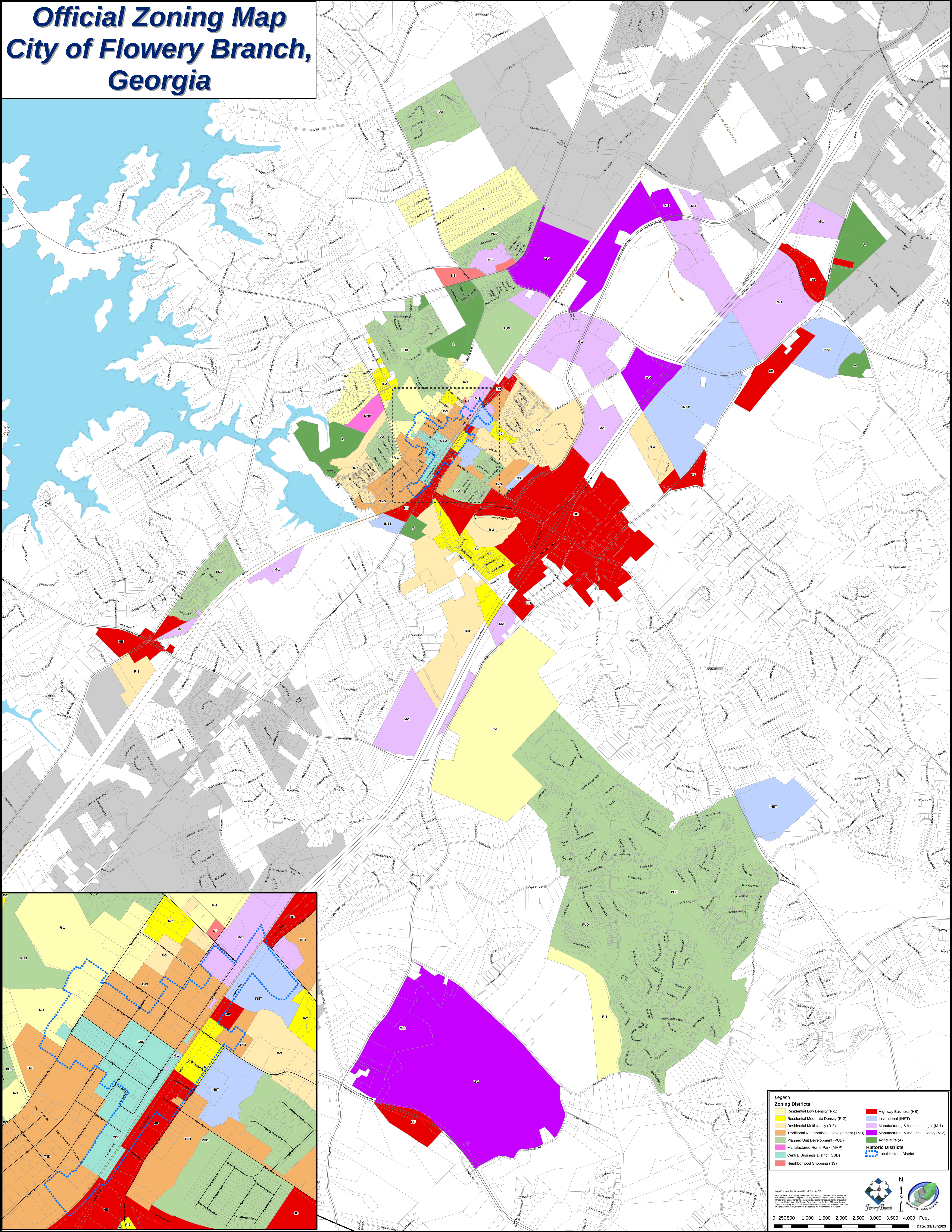
Prepared by: Shelia Cooper

ATTACHMENTS

- [FLBr_OfficialZoningMap_2023.pdf](#)

Official Zoning Map

City of Flowery Branch, Georgia





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Termination of Contract with VC3 for IT Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023.

FACTS AND ISSUES:

However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time. The contract calls for a 90-day notice of a termination of the contract.

OPTIONS:

- 1) Terminate the contract with VC3.
 - 2) Do not terminate the contract with VC3.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Terminate the contract with VC3, Inc.

SAMPLE MOTION:

I make a motion to terminate the contract with VC3, Inc. for IT services.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - termination of contract with VC3.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Termination of contract with VC3 for IT services

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To terminate the contract with VC3, Inc.

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023.

FACTS AND ISSUES: However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time. The contract calls for a 90-day notice of a termination of the contract.

OPTIONS:

- 1) Terminate the contract with VC3.
 - 2) Do not terminate the contract with VC3.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to terminate the contract with VC3, Inc. for IT services.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Contract with Critical Path Security

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff has requesting to terminate the contract with VC3.

FACTS AND ISSUES:

The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with Critical Path for the protection of our network. The plan is to have both parties under contract and working simultaneously for 60 days to provide for a seamless transition from one to the other.

The contract with Critical Path includes daily monitoring of all network traffic and a LASO (Local Agency Security Officer for the police department). The amount of this contract is \$6,900 per month with an initial setup fee of \$6,600.

OPTIONS:

- 1) Approve the contract with Critical Path.
 - 2) Do not approve the contract with Critical Path.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$6,900 monthly and one-time expense of \$6,600 (budgeted throughout departmental budgets)

RECOMMENDATION:

Approve a contract with Critical Path Security for daily monitoring of our network and LASO (Local Agency Security Officer)

SAMPLE MOTION:

I make a motion to approve the contract with Critical Path Security.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - contract with Critical Path.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract with Critical Path Security

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve a contract with Critical Path

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff has requesting to terminate the contract with VC3.

FACTS AND ISSUES: The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with Critical Path for the protection of our network. The plan is to have both parties under contract and working simultaneously for 60 days to provide for a seamless transition from one to the other.

The contract with Critical Path includes daily monitoring of all network traffic and a LASO (Local Agency Security Officer for the police department). The amount of this contract is \$6,900 per month with an initial setup fee of \$6,600.

OPTIONS:

- 1) Approve the contract with Critical Path.
 - 2) Do not approve the contract with Critical Path.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the contract with Critical Path.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Contract with ClearLink for IT Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time.

FACTS AND ISSUES:

The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with ClearLink Technology Solutions for IT services. Not only does this include most of our licensing (Office 365) but more importantly includes a person assigned to the City of Flowery Branch who will be here, onsite 3 days per week, 4 hours per day. This type of technical assistance has been a constant point of contention and a struggle for a lot of city staff. Time and money has been spent unwisely as our city staff has had to attend to the needs of IT for the city. This option will allow for a much more effective and efficient use of the city's resources. This request is for a 90-day contract at which time staff will evaluate services provided. The contract will automatically renew unless notification is given that it will not renew.

The amount for ClearLink's services, which includes all Microsoft licenses, end-point detection software and monitoring is \$12,451. Of that amount, \$7,200 per month is for technical staff to be on-site.

OPTIONS:

- 1) Approve the contract with ClearLink Technology Solutions.
 - 2) Do not approve the contract with ClearLink Technology Solutions.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$12,451 per month = \$149,412 of which \$123,399 is in FY2024 budget. \$26,013 new money to be included in a future budget amendment

RECOMMENDATION:

Approve a contract with ClearLink for IT Services

SAMPLE MOTION:

- 1) Approve the contract with ClearLink Technology Solutions.
- 2) Do not approve the contract with ClearLink Technology Solutions.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - contract with ClearLink.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract with ClearLink

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve a contract with ClearLink

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time.

FACTS AND ISSUES: The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with ClearLink Technology Solutions for IT services. Not only does this include most of our licensing (Office 365) but more importantly includes a person assigned to the City of Flowery Branch who will be here, onsite 3 days per week, 4 hours per day. This type of technical assistance has been a constant point of contention and a struggle for a lot of city staff. Time and money has been spent unwisely as our city staff has had to attend to the needs of IT for the city. This option will allow for a much more effective and efficient use of the city's resources. This request is for a 90-day contract at which time staff will evaluate services provided. The contract will automatically renew unless notification is given that it will not renew.

The amount for ClearLink's services, which includes all Microsoft licenses, end-point detection software and monitoring is \$12,451. Of that amount, \$7,200 per month is for technical staff to be on-site.

OPTIONS:

- 1) Approve the contract with ClearLink Technology Solutions.
 - 2) Do not approve the contract with ClearLink Technology Solutions.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the contract with ClearLink Technology Solutions.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The City of Flowery Branch benefitted from the employment of Jimmy Dean for over 24 years as its Water/Wastewater Director. On January 5, 2023, the city entered into a contract for consulting services with Jimmy Dean for water/wastewater services for one year with an anticipated amount not to exceed \$72,000. To date, the city has spent \$59,512.59 on consulting services with Jimmy Dean.

FACTS AND ISSUES:

Jimmy Dean served as a consultant during 2023 and has provided a lot of valuable information in the daily operations as well as the design of the city's new wastewater treatment plant. He has agreed to continue working an average of two days per week as there is still so much going on with the city's water system and wastewater treatment plant. The wastewater treatment plant is now 30% designed and 80% plans are expected in February 2024. The plant will not be completed in 2024 and as each piece of the plant is designed, bid out, and built, Jimmy Dean's advice will be sought and is of much value to the City of Flowery Branch. The attached consulting agreement is for calendar year 2024.

OPTIONS:

- 1) Approve the consulting agreement.
 - 2) Do not approve the consulting agreement.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Up to \$72,000 - budgeted in Water and Wastewater Fund

RECOMMENDATION:

Approve another consulting agreement with Jimmy Dean for wastewater consulting services for calendar year 2024.

SAMPLE MOTION:

I make a motion to approve the consulting agreement with Jimmy Dean for calendar year 2024.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Extension of Consulting Agreement - J Dean.pdf](#)
- [Consulting Agreement - J Dean 01 05 24.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

DATE: December 21, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- Up to \$72,000

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve another consulting agreement with Jimmy Dean for wastewater consulting services for calendar year 2024.

HISTORY: The City of Flowery Branch benefitted from the employment of Jimmy Dean for over 24 years as its Water/Wastewater Director. On January 5, 2023, the city entered into a contract for consulting services with Jimmy Dean for water/wastewater services for one year with an anticipated amount not to exceed \$72,000. To date, the city has spent \$59,512.59 on consulting services with Jimmy Dean.

FACTS AND ISSUES: Jimmy Dean served as a consultant during 2023 and has provided a lot of valuable information in the daily operations as well as the design of the city's new wastewater treatment plant. He has agreed to continue working an average of two days per week as there is still so much going on with the city's water system and wastewater treatment plant.

The wastewater treatment plant is now 30% designed and 80% plans are expected in February 2024. The plant will not be completed in 2024 and as each piece of the plant is designed, bid out, and built, Jimmy Dean's advice will be sought and is of much value to the City of Flowery Branch.

The attached consulting agreement is for calendar year 2024.

OPTIONS:

- 1) Approve the consulting agreement.
- 2) Do not approve the consulting agreement.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the consulting agreement with Jimmy Dean for calendar year 2024.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

**CONSULTING AGREEMENT BY AND BETWEEN
THE CITY OF FLOWERY BRANCH AND JIMMY DEAN**

This Consulting Agreement ("Agreement") is entered into as of January __, 2024, but effective as of January 5, 2024 ("Effective Date"), by and between the City of Flowery Branch, a Georgia municipal corporation ("City"), and Jimmy Dean, a resident of the state of Georgia whose permanent address is 255 Night Hawk View, Demorest, Georgia, 30535 ("Consultant").

WHEREAS, City provides public water and sewer utility services including but not limited to the construction, operation and maintenance of a water system and a sewer system within and without the jurisdiction of the City;

WHEREAS, Consultant retired from City on January 2, 2023;

WHEREAS, Consultant is a former employee of City and has knowledge of the public water and sewer utility services provided by City; and,

WHEREAS, City desires to obtain, and Consultant desires to provide, consulting services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are herein contained, City and Consultant agree as follows:

1. Consulting Services. During the term of this Agreement, Consultant agrees to provide advice and assistance on matters about which Consultant has knowledge and familiarity ("Consulting Services") to City making himself available as reasonably requested by City. Where such Consulting Services must be provided in person, City will accommodate Consultant's availability to every extent possible. Any time expended on travel associated with the provision of Consulting Services shall be considered as Consulting Services.
2. Authority and Relationship. Except as otherwise consented to or directed by City in writing, Consultant does not have the authority to act on behalf of the City to (a) accept or reject any inquiry; (b) respond to a request/complaint from any person; or, (c) enter into any agreement or contract. City and Consultant agree that Consultant is an independent contractor of City and that no employer-employee relationship shall exist between City and Consultant.
3. Compliance with Laws. In rendering the Consulting Services under this Agreement, City and Consultant agree that they will comply with any and all applicable laws, regulations, decrees or other local, state or federal directives having the force of law.

4. Fees. Consulting Services shall be billed at an hourly rate of \$75.00 not to exceed \$9,000 per calendar month. Such amounts will be payable within thirty (30) days of the receipt of Consultant's invoice. Time spent on Consulting Services shall be tracked and billed in increments of not less than .25 of an hour. Consultant shall be responsible for all personal income taxes and similar obligations with respect to any and all payments hereunder, including without limitation, all federal and state income tax, social security tax and any withholding or similar obligations of Consultant. City shall provide Consultant with a phone to be used only for providing the services set forth in this Agreement.
5. Term. This Agreement shall automatically terminate one (1) year after the Effective date with no further documents to be executed by the parties. This Agreement may only be extended by an amendment to this Agreement set forth in writing signed by both the City and Consultant.
6. Payments Due Upon Cancellation. City and Consultant shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. If the Agreement is cancelled by either party, Consultant is not entitled to any additional payments other than fees earned up and through the date of cancellation.
7. Notices. All formal notices, request, consents and other communications hereunder shall be in writing and shall be emailed to the other party at the email address provided below with a copy forwarded by first class mail or overnight courier, fully prepaid and addressed as follows:

To the City at:

Tonya Parrish, City Manager
City of Flowery Branch
5410 West Pine Street
Post Office Box 757
Flowery Branch, Georgia 30542
770-967-6731
tonya@flowerybranchga.org

To the Consultant at:

Jimmy Dean
Jimmy Dean Consulting Services
255 Night Hawk View
Post Office Box 1514
Demorest, Georgia 30535
678-776-1074

8. Miscellaneous. This Agreement sets forth the understanding between the parties and supersedes all other agreements and understandings, whether written or oral, of the parties with respect to the Consulting Services. Without the prior written consent of City, this Agreement shall not be transferred or assigned by Consultant. This Agreement shall bind and inure to the benefit of the permitted successors and assignees of the parties. The terms and provisions of this Agreement may not be modified or amended except in writing executed by City and Consultant. This Agreement shall be construed under, governed by and enforced pursuant to the laws of the State of Georgia.

CITY OF FLOWERY BRANCH:

CONSULTANT:

By: Edward R. Asbridge, Mayor
Date: _____

By: Jimmy Dean
Date: _____

ATTEST:

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Adoption of Proposed FY2025 Budget Calendar.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The budget process occurs every year, from December through June. The Budget Team presents the calendar each year for Council review and request adoption.

FACTS AND ISSUES:

The budget process begins in December by preparing the Capital Improvement Plan and Operating Budget to be released to Department Directors for review. This budget year will begin with training for each Department Director on the new tools that will be utilized during the process. Training is scheduled to begin in February 2024. Meetings between the Budget Team and Department Directors to discuss any changes needed for the upcoming fiscal year will begin in March 2024. The Budget Team consists of the Finance Director, Budget and Purchasing Manager, and the City Manager.

Any follow up meetings to review the Operating Budget or the Capital Improvement Plan will be scheduled during the month of March 2024. The budget presentation to the Mayor and Council will be on May 16, 2024, at 6:00 pm during the regularly scheduled Council Meeting. Public Hearings 1 & 2 are scheduled for a special called meeting on June 6, 2024, at 9:00 am and 6:00 pm. The 3rd Public Hearing will be held at the regularly scheduled Council Meeting on June 12, 2024, at 6:00 pm.

Note: Three public hearings are required if the millage rate is not rolled back. The current schedule is set up without a rollback, however; if a rollback is warranted the public hearings will follow state guidelines.

OPTIONS:

1. To adopt the FY2025 Annual Budget Calendar.
2. Suggest other alternatives.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to adopt the proposed FY2025 Budget Calendar as presented.

OR

I make a motion to adopt the proposed FY2025 with the following revisions: _____.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - FY2025 Budget Calendar.pdf](#)
- [Budget Calendar Phases FY25.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request adoption of proposed FY2025 Budget Calendar

DATE: January 4, 2024

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE:

The proposed FY2025 Budget Calendar provides a basic plan for preparing, reviewing, and adopting the City of Flowery Branch budget for the upcoming fiscal year.

HISTORY:

The budget process occurs every year, from December through June. The Budget Team presents the calendar each year for Council review and request adoption.

FACTS AND ISSUES:

The budget process begins in December by preparing the Capital Improvement Plan and Operating Budget to be released to Department Directors for review. This budget year will begin with training for each Department Director on the new tools that will be utilized during the process. Training is scheduled to begin in February 2024. Meetings between the Budget Team and Department Directors to discuss any changes needed for the upcoming fiscal year will begin in March 2024. The Budget Team consists of the Finance Director, Budget and Purchasing Manager, and the City Manager.

Any follow up meetings to review the Operating Budget or the Capital Improvement Plan will be scheduled during the month of March 2024. The budget presentation to the Mayor and Council will be on May 16, 2024, at 6:00 pm during the regularly scheduled Council Meeting. Public Hearings 1 & 2 are scheduled for a special called meeting on June 6, 2024, at 9:00 am and 6:00 pm. The 3rd Public Hearing will be held at the regularly scheduled Council Meeting on June 12, 2024, at 6:00 pm.

Note: Three public hearings are required if the millage rate is not rolled back. The current schedule is set up without a rollback, however; if a rollback is warranted the public hearings will follow state guidelines.

OPTIONS:

1. To adopt the FY2025 Annual Budget Calendar.
 2. Suggest other alternatives.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to adopt the proposed FY2025 Budget Calendar as presented.

OR

I make a motion to adopt the proposed FY2025 with the following revisions: _____.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



**CITY OF FLOWERY BRANCH
FY 2025 BUDGET CALENDAR
(JULY 1, 2024 - JUNE 30, 2025)**

PHASE 1 - BUDGET PROCESS INITIATION

Date	Time	Event	Location
1/8/2024		Open the FY2025 budget workbooks for the the Operating and Capital budget	City Hall Main Conf. Room
Schedule and provide training to Department Directors on process for completing budget workbooks. Dates and times below			
1/10/2024	Wednesday	9:00 AM Water/Wastewater 10:00 AM Public Works 11:00 AM Planning and Development 1:00 PM Tourism 2:00 PM City Clerk 3:00 PM City Manager	City Hall Main Conf. Room
1/12/2024	Friday	10:00 AM Police	City Hall Main Conf. Room
1/08/2024 - 2/2/2024		Department Directors independently work on budgets with Finance assisting as requested	

PHASE 2 - BUDGET WORKSHOPS

Budget workbooks reviewed with Finance. (if needed) Dates and times below			
2/12/2024	Monday	10:00-11:00 AM Water/ Wastewater 1:00-1:30 PM Planning & Community Development 2:00-2:30 PM Tourism 2:30-3:00 PM Human Resources	City Hall Main Conf. Room
2/13/2024	Tuesday	9:00-9:30 AM Finance 10:30-11:30 AM Police 1:00-2:00 PM Public Works 2:30-3:00 PM City Manager	City Hall Main Conf. Room
2/14/2024	Wednesday	10:00-10:30 AM City Clerk	City Hall Main Conf. Room

PHASE 3 - BUDGET TEAM REVIEW

3/19/2024	Tuesday	10:15-11:15 AM City Clerk 11:15 AM-12:15 PM City Manager 2:00-2:30 PM Finance 2:30 - 3:00 PM Human Resources 3:00-4:00 PM Tourism	City Hall Main Conf. Room
3/20/2024	Wednesday	9:00-10:00 AM Police 10:30-11:30 AM Planning & Community Development 11:30 AM-12:30 PM Public Works 2:00-3:00 PM Water/Wastewater	City Hall Main Conf. Room

PHASE 4 - COUNCIL PRESENTATIONS

5/16/2024	Thursday	6:00 PM Budget presentation to Mayor and Council (Regular Council Meeting)	City Hall
Ad & Website Date: 5/8/2024 - Budget Presentation Ad (Due to Times by Wednesday, 5/1/2024)			

PHASE 5 - COUNCIL ADOPTION

6/6/2024	Thursday	9:00 AM Public Budget Hearing (Called Meeting) (if needed)	City Hall
Ad & Website Date: 5/29/2024 - Notice of Tax Increase (If needed)(Due to Times by Wednesday, 5/22/2024)			
6/6/2024	Thursday	6:00 PM Public Budget Hearing (Called Meeting)	City Hall
Ad & Website Date: 5/29/2024 - Notice of Tax Increase(If needed) (Due to Times by Wednesday, 5/22/2024)			
6/20/2024	Thursday	6:00 PM Public Hearing (Regular Meeting)	City Hall
Ad & Website Date: 6/12/2024 - Budget Presentation Add, Notice of Tax Increase(If needed) & 5yr Tax Digest (Due to Times by Wednesday, 6/05/2024) Adoption of Millage Ordinance and Budget Resolution			



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider December 21, 2023 City Council Meeting Minutes

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial December 21, 2023 City Council Meeting Minutes.pdf](#)



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



CALL WORK SESSION TO ORDER:

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

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

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

Absent: Council Member Oliver McCellan

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

AWARDS & RECOGNITIONS:

Mayor Asbridge presented Court & Police Administrator Kelsey Cash and Assistant Clerk of Court Julie Kokoschke with a Clearance Rate Excellence award from the Judicial Council of Georgia for their outstanding performance in meeting or exceeding 100% or better clearance rate. A clearance rate of 100% or higher demonstrates a court ability to resolve at least as many cases as were filed each year. This achievement reflects the court's dedication, efficiency, and commitment to ensuring the timely resolution of cases.

PUBLIC HEARING: There were no public hearings.

UNFINISHED BUSINESS - WORK SESSION:

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

Kenneth Wood, a representative for Edge City Properties presented a consideration of a rezoning request. The applicant has made a few changes to the original request, and they will be resubmitting to the planning department.

Council held a discussion with Mr. Wood regarding some of the considerations.

NEW BUSINESS -WORK SESSION:

Consider New Package License for YASH Enterprise 6168 Inc.

Court and Police Administrator Kelsey Cash presented a new package license for YASH Enterprise 6168 Inc for consideration. This is only a change of ownership.

Council held a discussion with Administrator Cash regarding the consideration.

GEFA Loan CW2020010 Update

Director Hamby presented a consideration of the loan agreement with Georgia Environmental Finance Authority (GEFA) for \$23,300,000. Under the current agreement the City is expected to begin repaying the loan this fiscal year, however; the loan has not been drawn down. To keep the loan agreement in a drawdown status it is necessary for the loan agreement to be restructured and move the repayment date to April 1, 2027.

Council held a discussion with Director Hamby regarding the GEFA loan.

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

Director Hightower presented a consideration of awarding RFP 24-001 for Branding to Radical Design Co, LLC. The current brand for the City of Flowery Branch is the Dogwood flower. Branding is much deeper than just a logo. It tells a story that encompasses the past, present, and future. Currently, the City of Flowery Branch does not have a brand.

Kevin Panke, co-founder of Radical Design Co. presented a consideration for his branding concept.

Council held a discussion with Mr. Panke regarding the branding concept.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden announced the new events calendar has been updated to include the City's Sesquicentennial Celebration.

Finance Department Report:

Director Hamby presented an update on capital projects through December 31, 2023. The projects are listed on the City's website.

ADJOURNMENT WORK SESSION:

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

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

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

PUBLIC COMMENTS:

Emilio Zacchia, 5605 Ashmoore Court, Flowery Branch, Georgia 30542

Mr. Zacchia expressed his displeasure with the railroad tracks, and he would like Norfolk Southern to come repair the tracks. He is concerned that the tracks will damage his vehicle.

CONSENT AGENDA:

- Consider December 7, 2023 City Council Meeting Minutes
- Consider December 2023 Per Diem for Mayor Asbridge

There was a motion made to approve the consent agenda.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

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

City Clerk Cooper read the caption to Ordinance 700 amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

There was a motion made to approve Ordinance 700.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider New Package License for YASH Enterprise 6168 Inc.

There was a motion made to approve a package license for YASH Enterprise 6168 Inc.

MOTION: Joseph Mezzanotte

SECOND: Chris Mundy

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

NAYS: None

Motion carried

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

There was a motion made to approve the first reading of Ordinance 701.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

GEFA Loan CW2020010 Update

There was a motion made to approve the updated loan agreement and authorize the Mayor and Staff to sign any necessary documents.

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

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

There was a motion made to table the award of contract for Branding to Radical Design Co, LLC until January 4, 2024, City Council Meeting.

Council held a discussion regarding the branding prior to the vote to table.

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

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to pending or potential litigation, matters related to the acquisition/disposition of real estate and for matters related to certain personnel issues at 7:01 p.m.

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

There was a motion made to exit executive session at 7:29 p.m.

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

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:30 p.m.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider December 21, 2023 Executive Session Minutes

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

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

The City must have the update codified in January

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

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

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

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

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

Model Findings Resolution

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

RESOLVED this 21st day of September 2023.

Edward R. Asbridge

Edward R. Asbridge, Mayor

ATTEST

Shelia R. Cooper

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Karen Thomas

Karen Thomas, City Attorney



Attachment A
LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY

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

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

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

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

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

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

LANDSCAPE IRRIGATION.

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

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

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

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

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

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

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

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

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

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

Exceptions:

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

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

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

Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead ^a	<u>WaterSense Labeled & 2.2 gpm at 80 psi^f</u>
<u>Kitchen Sink faucet and replacement aerators</u>	<u>2.0 gpm at 60 psi^{f, g}</u>
Urinal	0.5 gallon per flushing cycle ^f
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}

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

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

b. Consumption tolerances shall be determined from referenced standards.

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

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

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

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

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

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

604.4.2 Cooling Tower Water Efficiency.

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

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

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

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

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

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

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

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

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

(a) a WaterSense irrigation controller; and

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED THAT:

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

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

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

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

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

FACTS AND ISSUES:

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

OPTIONS:

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

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$59,500 Local Resources Fund

RECOMMENDATION:

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

SAMPLE MOTION:

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

COLLABORATING DEPARTMENT:

Department of Fun

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

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



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



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

DATE: December 13, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$59,500

COMMISSION ACTION REQUESTED ON: December 21, 2023

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

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

FACTS AND ISSUES:

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

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

DEPARTMENT: Finance

Prepared by: Krystle Hightower

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



11/17/2023 ("Effective Date")

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

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

1. INTRODUCTION

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

2. Project

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

3. Outcomes

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

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

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

4. Scope of Work

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

4-A. RESEARCH DELIVERABLES:

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

4-B. CONCEPTUAL DELIVERABLES:

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

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

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

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

5. Assumptions

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

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

6. Schedule

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

7. Fees and Payment Schedule

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

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

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

7-A. INVOICE SCHEDULE

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

8. Indemnity; Representations and Warranties

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

9. Term; Termination

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

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

10. Confidentiality

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

11. Force Majeure

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

12. Miscellaneous

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

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

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

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

RADICAL DESIGN CO., LLC

THE CLIENT

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading for a Rezoning Request submitted by Edge City Properties.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

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

FACTS AND ISSUES:

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

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

First Read and Vote

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

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



REZONING APPLICATION

Date: October 17, 2023

Address of Request:

5416 and 5408 Gainesville Street, Flowery Branch, GA 30542

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

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

Currently a conforming use? Yes

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

Applicant Information

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

Address: 350 Research Court, Peachtree Corners, GA 30092

E-mail address: kwood@pec.plus

Phone number: 770-451-2741

Signature: 

Notary:



Ken Wood
6/17/2023



Property owner information (if different than the applicant)

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

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 0811 2 027026

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

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Evelyn B. Jones

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 08112 027044

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

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

Proposed City of Flowery Branch Zoning: R-2

Current Use: R-1

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

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

- Current survey of property



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

Conflict of Interest Disclosure

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

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

None

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

None

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

None



Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

NONE

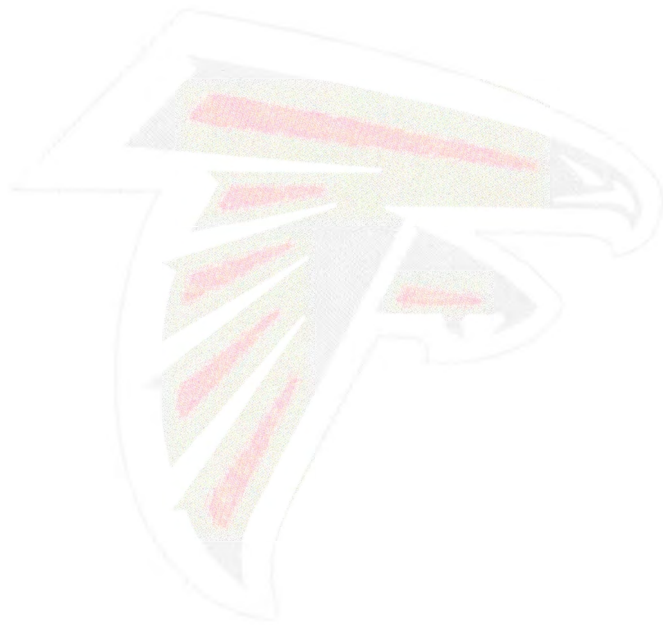
NONE

_____	_____
_____	_____

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





October 17, 2023

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

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

Dear Director Atkinson:

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

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

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

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

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

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

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

The Applicant respectfully request your approval of this Application.

Sincerely,



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

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

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

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

Sec. 34.7. - Analysis Requirements.

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

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

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

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

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

Authorization to Inspect Property

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

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

CLOSURE STATEMENT

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

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

GENERAL NOTES

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

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

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

DATE OF FIELD WORK: 4/15/2022

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

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

ALL MATTERS OF TITLE EXCEPTED.

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

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

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

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

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

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

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 08112 027026.

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

SYMBOL LEGEND

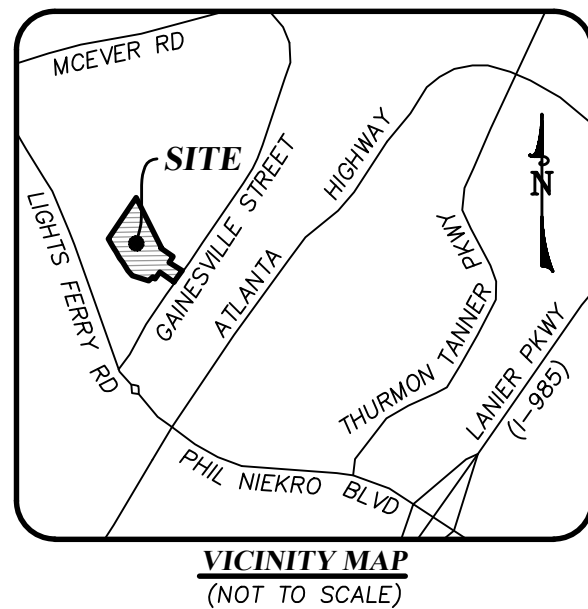
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- RIGHT-OF-WAY MONUMENT FOUND
- ADJOINING LOT NUMBER
- LOT NUMBER
- LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- SIGN
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
-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

ABBREVIATIONS

- A.E. ACCESS EASEMENT
- B.C. BACK OF CURB
- B.M. BENCHMARK
- B.S.L. BUILDING SETBACK LINE
- C.&G. CURB AND GUTTER CENTERLINE
- C.L.F. CHAIN LINK FENCE
- C.M.F. CONCRETE MONUMENT FOUND
- C.M.P. CONCRETE
- C.T.P. CRIMPED TOP PIPE
- D.B. DEED BOOK
- D.E. DRAINAGE EASEMENT
- E.X. EXISTING
- E.P. EDGE OF PAVEMENT
- F.E. FENCE
- F.L.L. LAND LOT LINE
- O.T.P. OPEN TOP PIPE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.W. PROPOSED RIGHT OF WAY
- S.S. SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- S.S.M.H. SANITARY SEWER MANHOLE
- U.E. UTILITY EASEMENT
- C.I. CURB INLET
- D.I. DROP INLET
- D.W.C.B. DOUBLE WING CATCH BASIN
- F.E.S. FLARED END SECTION
- H.W. HEADWALL
- J.B. JUNCTION BOX
- O.C.S. OUTLET CONTROL STRUCTURE
- S.W.C.B. SINGLE WING CATCH BASIN
- W.I. WEIR INLET
- Y.I. YARD INLET
- C.M.P. CORRUGATED METAL PIPE
- D.I.P. DUCTILE IRON PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- V.C.P. VITRIFIED CLAY PIPE

LINE TYPE LEGEND

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



BOUNDARY SURVEY FOR:
EDGE CITY PROPERTIES, INC.

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

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



DRAWN BY: JZC
CHECKED BY: ZRW

PROJECT NO. 22016

SHEET 1 OF 1

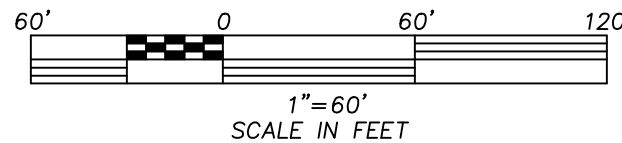
TOTAL AREA=
14.158 ACRES

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

ZACHARY R. WEISEL, GA RLS NO. 3473

07/13/22
DATE



Legal Description – Gainesville Street 5416

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

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

Said tract or parcel of land containing 14.158 Acres.

JUSTIFICATION FOR REZONING APPLICATION OF
EDGE CITY PROPERTIES, INC.

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

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

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

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

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

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

This 17 day of October 2023

Respectfully submitted,

EDGE CITY PROPERTIES, INC., As Applicant



Michael K. Dye
President



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

Request

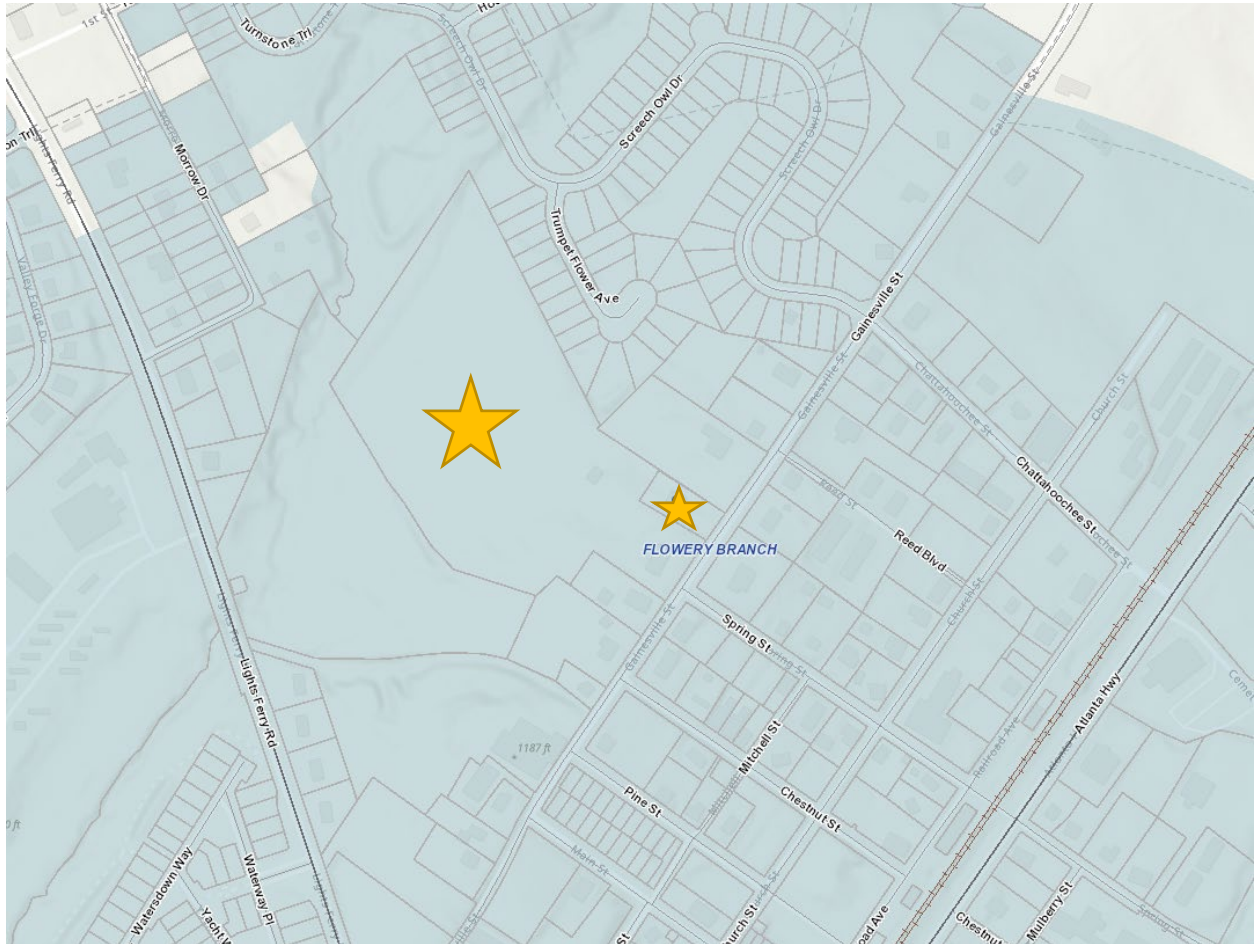
Rezone a 14.158 +/- acre tract of land known as 5416 and 5408 Gainesville Street and described as tax parcel identification numbers 08112 027026 and 08112 027044 from Residential, Detached Single Family, Low-Density District (R-1) to Residential, Detached Single Family(R-2) with the intent to develop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

The variance requests are as follows:

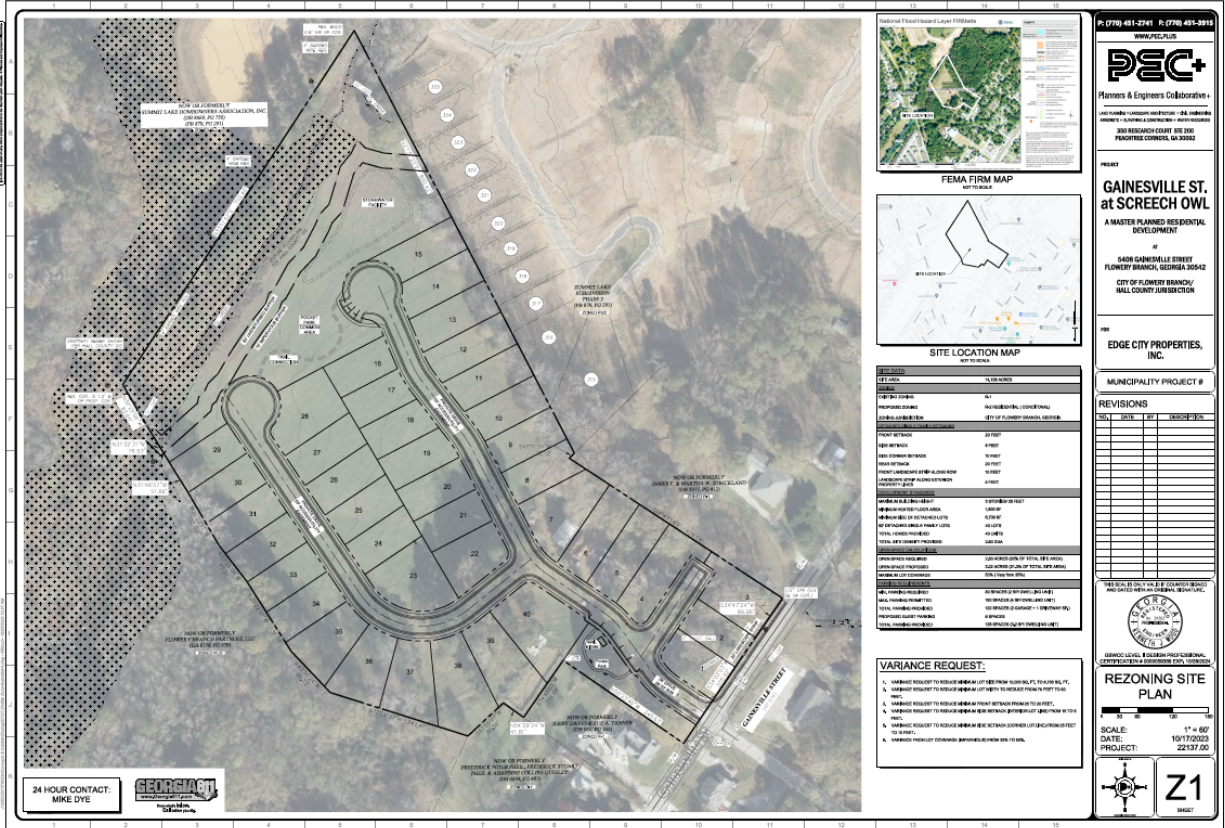
1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 6,700 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM FRONT SETBACK FROM 25 TO 20 FEET.
4. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT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



GIS Map:



Proposed Layout:





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



Proposed Schedule

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

Comprehensive Plan



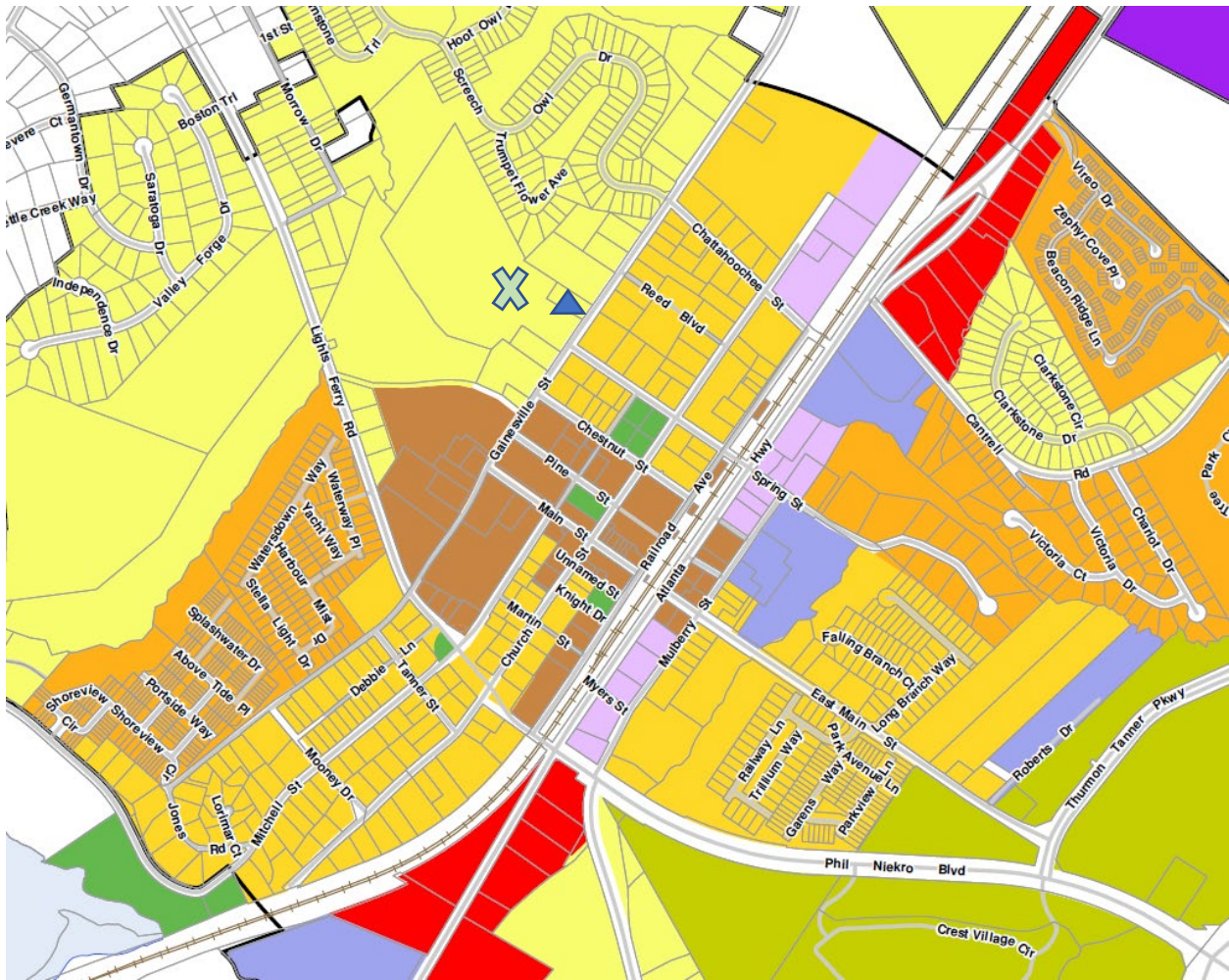


Purpose of the Comprehensive Plan

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

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

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



▲ X Proposed parcel

Future Development Map

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



Suburban Residential

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

Vision

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

Design Principles

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

Land Uses

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

Zoning

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

Implementation Strategies

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

Illustrative Photos





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

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Applicant comment

Staff Response

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



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

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

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

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

Agree

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

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

Not to staff's knowledge, no.

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

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

Agree

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

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

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

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

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

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

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

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

Agree.



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



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

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



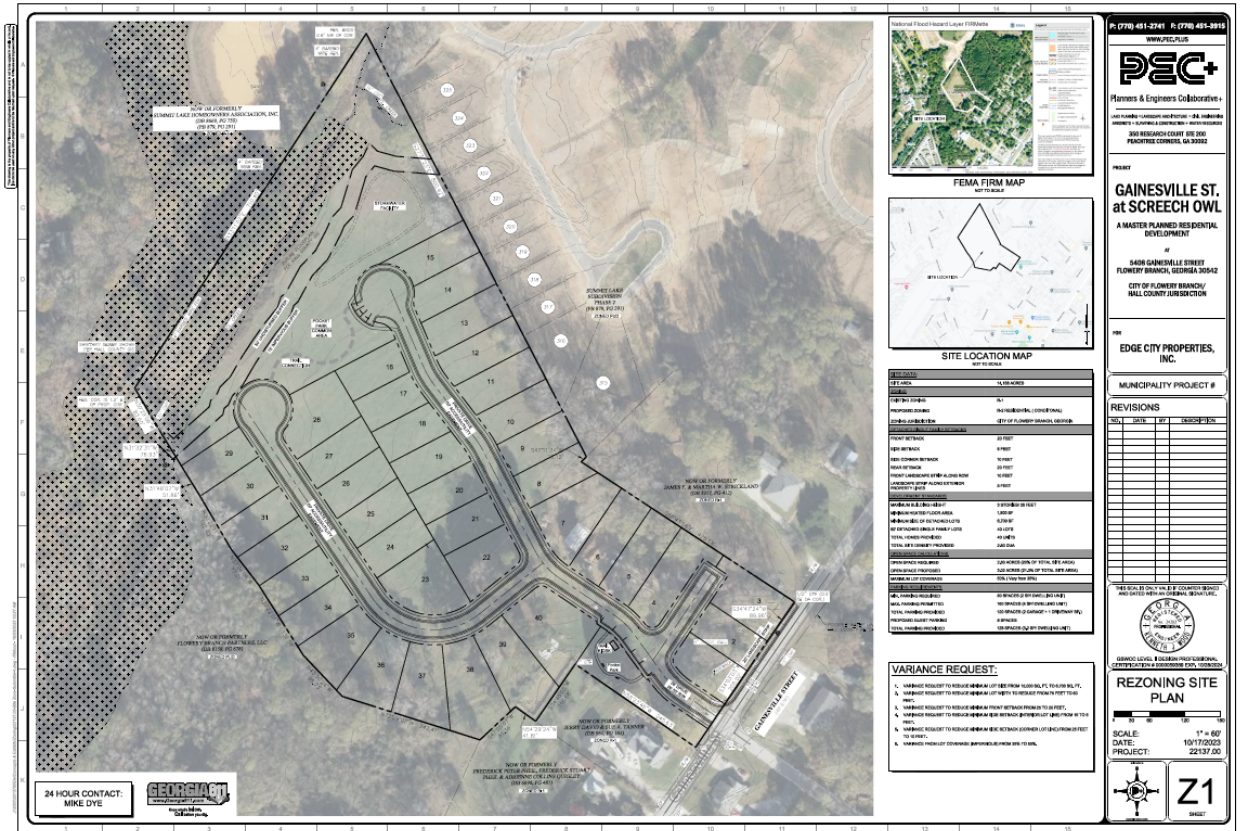
10. Amenities for Single Family tract total approximately 3.02 +/- acres and will include the following:
 - Pocket Park
 - Green Space Area
11. A minimum of TBD are planned for the Single Family Tract with a maximum spacing of 150 feet.
12. The Single Family Tract will include approximately 4,100 linear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



Recommendation

Approve the request as submitted with the following conditions:

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



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



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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading for a Conditional Use Permit Request submitted by Park Mini-Storage, LLC.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

FACTS AND ISSUES:

The request is to apply for a conditional use permit to operate a car wash facility on a parcel totaling 1.34 +/- acres located at 4728 & 4734 Hog Mountain Road. The property is zoned as HB (Highway Business).

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

First Read and Vote.

SAMPLE MOTION:

No motion at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [1. Completed CUP Application Flowery Branch Carwash.pdf](#)
- [2. CUP Exhibit.pdf](#)
- [Satff review_Conditional use analysis and description \(REV\).pdf](#)



CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #

Date: 07/10/2023

Address of Request:

4728 & 4734 Hog Mountain Road, Flowery Branch GA 30542

Tax Map # 08096 000002 & 08096 000016 Current Zoning: HB

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? Car Wash SUP

Applicant Information

Applicant: Parkway Mini-Storage, LLC

Address: 3120 Frontage Road, Gainesville GA 30504

E-mail address: keith@cookres.com

Phone number: 770-540-6268

Signature:

Notary Seal:





Property owner Information

Property owner (please print): Parkway Mini-Storage, LLC

Address: 3120 Frontage Road, Gainesville GA 30504

E-mail address: keith@cookres.com

Phone number: 770-540-6268

Signature: 

Notary Seal: 



Applicant Information Required at Time of Submittal

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

- Payment of \$350.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

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

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

none

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

none

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

none

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

n/a

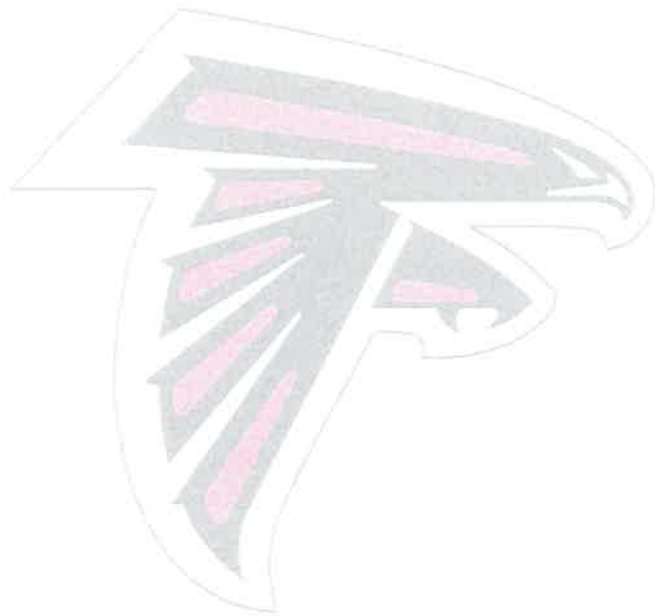
n/a



Received by City of Flowery Branch Staff on _____

Name: _____

Title _____



Hog Mountain Road Boundary Descriptions for the City of Flowery Branch

Parkway Mini Storage Properties **Tract One**

All that tract or parcel of land lying and being in Land Lot 96 of the 8th Land District, also being a part of the Flowery Branch District (G.M.D. 1270), Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, commence at the eastern most end of the mitered intersection of the northern right of way line of Spouts Spring Road (having a variable width right of way) and the western right of way line of Hog Mountain Road (having a variable width right of way) and thence leaving said point and running with the said right of way line of Hog Mountain Road North 37° 51' 20" East, 82.41 feet to a point; thence, North 47° 21' 34" East, 98.75 feet to a point and the True Point of Beginning of the herein described tract or parcel of land. And thence leaving the True Point of Beginning and the said right of way line of Hog Mountain Road and running along the property line now or formerly belonging to Flowery Branch Holdings (as shown in Deed Book 5159, Page 371 of the Hall County Land Records)

North 63° 46' 43" West, 198.92 feet to a ½" rebar; thence, leaving the said Flowery Branch Property and running with the property of Stonebridge Village (as shown in Plat Book 860, Page 39 of the said records)

North 37° 31' 16" East, 107.66 feet to a point; thence,

North 38° 08' 21" East, 91.61 feet to a point; thence, leaving the said property of Stonebridge Village and running with the property now or formerly belonging to Parkway Mini Storage, L.L.C. (as shown in Deed Book 5434, Page 667 of the said records)

South 55° 05' 50" East, 198.78 feet to a point on the said right of way line of Hog Mountain Road; thence, leaving the said property of Parkway Mini Storage, L.L.C. and running with the said right of way line of Hog Mountain Road

South 39° 02' 30" West, 169.43 feet to the True Point of Beginning, containing 36,264 square feet or 0.8325 acres of land, more or less.

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

Parkway Mini Storage Properties
Tract Two

All that tract or parcel of land lying and being in Land Lot 96 of the 8th Land District, also being a part of the Flowery Branch District (G.M.D. 1270), Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, commence at the eastern most end of the mitered intersection of the northern right of way line of Spouts Spring Road (having a variable width right of way) and the western right of way line of Hog Mountain Road (having a variable width right of way) and thence leaving said point and running with the said right of way line of Hog Mountain Road North 37° 51' 20" East, 82.41 feet to a point; thence, North 47° 21' 34" East, 98.75 feet to a point; thence, North 39° 02' 30" East, 169.43 to a point and the True Point of Beginning of the herein described tract or parcel of land. And thence leaving the True Point of Beginning and the said right of way line of Hog Mountain Road and running along the property line now or formerly belonging to Parkway Mini Storage, L.L.C. (as shown in Deed Book 5434, Page 667 of the Hall County Land Records)

North 55° 05' 50" West, 198.78 feet to a point; thence, leaving the said Parkway Mini Storage Property and running with the property of Stonebridge Village (as shown in Plat Book 860, Page 39 of the said records)

North 38° 21' 33" East, 128.08 feet to a ½" rebar; thence,

South 55° 02' 39" East, 200.29 feet to a ½" rebar; thence, leaving the said property of Stonebridge Village and running with the said right of way line of Hog Mountain Road

South 39° 02' 30" West, 128.00 feet to the True Point of Beginning, containing 25,492 square feet or 0.5852 acres of land, more or less.

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

[illegible]

LEGEND	
	PENCIL
	STANDARD ERASER
	SHARPENERS
	WATER LINE
	COMPASS
	PROTRACTOR
	OVERCUTTING PAPER
	OVERCUTTING LAYER
	PENCIL POINT
	CUTTING PENCIL
	STANDARD PENCIL
	STANDARD PENCIL 2B
	2B HARDER PENCIL
	FINER HARDER PENCIL
	WHITER VALUE PENCIL
	WHITER HARDER PENCIL
	OVERCUTTING PENCIL
	WATERPROOF PENCIL
	CLAR AND WATERPROOF
	ELECTRIC WATERPROOF
	POWER PENCIL PAPER
	POWER PAPER
	WATERPROOF PAPER
	OVERCUTTING PAPER
	OVERCUTTING LAYER

1. WARRANTY DEED TO PARVAY MINI STORAGE, LLC. RECORDED IN DB 8434 PG 867 HALL COUNTY RECORD
2. FINAL PLAT FOR STONEBROOK VILLAGE RECORDED IN PB 860 PG 18, AFORESAID RECORDS
3. WARRANTY DEED TO FLOWERY BRANCH HOLDINGS, LLC. RECORDED IN DB 8188 PG 571, AFORESAID RECORDS

THE UNDERSIGNED HEREBY CERTIFY, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE SIGNATURE OF THE PERSON OR PERSONS NAMED HEREIN, IS OR ARE THE SIGNATURE OF THE PERSON OR PERSONS WHOSE NAMES ARE SET FORTH IN THE ABOVE CERTIFICATE, AND THAT THE SIGNATURE OF THE PERSON OR PERSONS NAMED HEREIN, IS OR ARE THE SIGNATURE OF THE PERSON OR PERSONS WHOSE NAMES ARE SET FORTH IN THE ABOVE CERTIFICATE, AND THAT THE SIGNATURE OF THE PERSON OR PERSONS NAMED HEREIN, IS OR ARE THE SIGNATURE OF THE PERSON OR PERSONS WHOSE NAMES ARE SET FORTH IN THE ABOVE CERTIFICATE.

SCOTT E. BURSON, RLS
 RECORDED & INDEXED 2007

FIGURE 4-1. VIEW OF THE TRACT 4 AREA

PICTURE #2: VIEW OF THE WALL ON THE STONEYBRIDGE VILLAGE PROPERTY LOOKING

Project No.	2009-0370	No.		Revision		Date
Survey Crew:	NH&I S&L	1/1				
Drawn By:	NH&I S&L	1/2				
Approved By:	SEB	1/3				
Date:	03-25-2009	1/4				
Scale:	1"=40'	1/5				

PLATE SURVEY 2009-0370 DGN BOUNDARY.DGN

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
260 Old Dawson Village Road
Suite 120
Dawsonville, Georgia 30034
Phone No. (578) 647-1800
Fax No. (706) 285-8367

**BOUNDARY SURVEY
FOR
THE CITY OF FLOWERY BRANCH
LOCATED IN
LAND LOT 86, 8TH DISTRICT
FLOWERY BRANCH DISTRICT
(G.M.D. 1270)
HALL COUNTY, GEORGIA**

SHEET NO.
1/1

CLOSURE STATEMENT:
THIS PLAY HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE
WITHIN ONE FOOT IN 10,000 FEET.

[illegible]

LEGEND

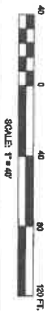
- A. HOOK
- B. STICKER BOOM LINE
- C. MAINSAIL
- D. MAINSAIL SHEET
- E. MAINSAIL
- F. BOOM LINE
- G. BOOM
- H. OVERBOARD SYSTEM
- I. PROTECTIVE LANT
- J. PROTECTIVE LANT
- K. GUY LINE
- L. GUY LINE
- M. GUY LINE
- N. GUY LINE
- O. GUY LINE
- P. GUY LINE
- Q. GUY LINE
- R. GUY LINE
- S. GUY LINE
- T. GUY LINE
- U. GUY LINE
- V. GUY LINE
- W. GUY LINE
- X. GUY LINE
- Y. GUY LINE
- Z. GUY LINE

1. WARRANTY DEED TO PARKWAY MINI STORAGE, LLC, RECORDED IN DB 6454 PG 667 HALL COUNTY RECORDS
2. FINAL PLAT FOR STONECROFT VILLAGE, RECORDED IN PG 980 PG 36, ACONSBAD RECORDS
3. WARRANTY DEED TO FLOWERY BRANCH HOLDINGS, LLC, RECORDED IN DB 6186 PG 571, ACONSBAD RECORDS

ACCORDING TO THE "FIRM" (LOOQ INSURANCE RATE MAP) OF HALL COUNTY, PARCEL NUMBERS 131300221F, DATED SEPTEMBER 25, 2004, NO PORTION OF PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITL REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF
HOG HUNTING ROAD.



THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA, AND PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THIS CERTIFICATION.



SCOTT E. BURMAN, FELS
REGISTERED NUMBER: 3037



LOCATION MAP



PICTURE # 1: VIEW OF THE TRACT 2 RESIDENCE
LOOKING WEST



**PICTURE #2: VIEW OF THE TRACT 2 METAL SHED
LOOKING WEST**

Project No.	2006-037D	No.		Revision		Date	
Survey Crew:	NH#1 SML	21					
Drawn By:	NH#1 SML	22					
Approved By:	SEB	23					
Date:	03-05-2006	24					
Scale:	1"=60'	25					
PLATZ SURVEY 2006 2006-037D DGN BOUNDARY.DGN							

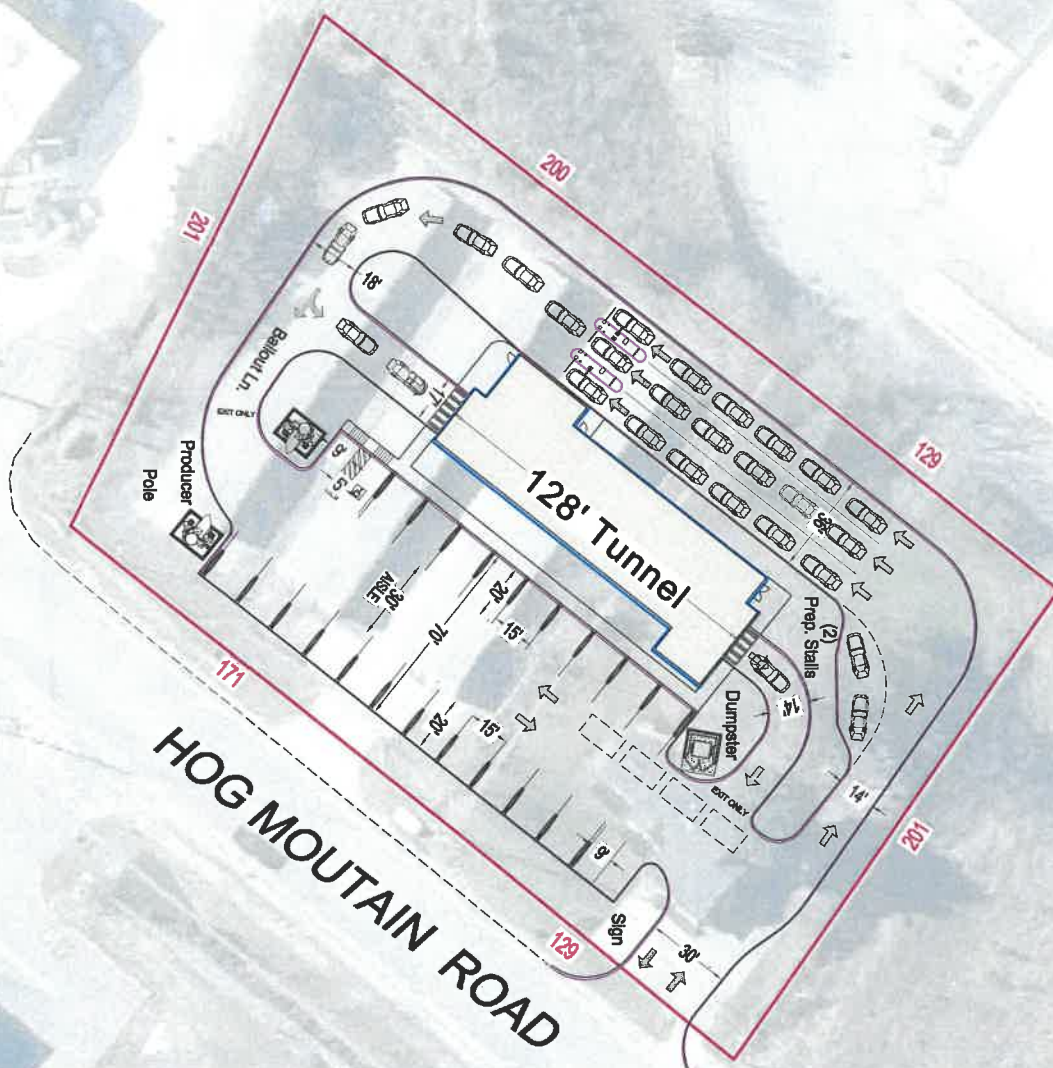


TerraMark Land Surveying, Inc.
200 Old Dawson Village Road
Suite 120
Dawsonville, Georgia 30534
Phone No. (878) 547-1808
Fax No. (706) 265-8342

2 OF 19



Site Plan



FLOWERY BRANCH
GA

4728 Hog Mountain Road
Flowery Branch GA

Site Area
1.34 AC
62,339 SF

Building Area
4,882 SF

Conveyor Length
128'

PARKING
Vacuum Stalls
20
Prep. Stalls
2
Parking Stalls
3
Accessible
1

Date
2-1-23

GRAPHIC SCALE

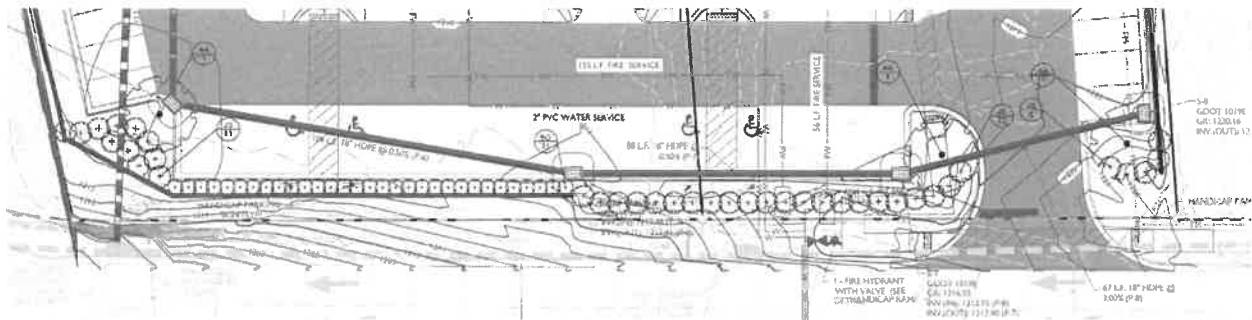
0 20 40

1 inch = 20 ft.

Site Plan Requirements per Article 34 Section 5

1. Existing and proposed buildings and structures.
1
2. Parking and internal circulation.
23 parking spaces including prep with a planter island every ten spaces
3. Proposed landscaping.

A 10' landscape strip will be provided along the Hog Mountain Road Right-of-Way as required by the City of Flowery Branch. The landscape strip will consist of 3 Autumn Blaze Red Maples / 31 Green Velvet Boxwoods / 38 Sea Green Junipers, consistent with Flowery Branch Standards.



4. Buffers.

No buffers are proposed or required for this project. The surrounding properties are commercial property and similar in use.

Development Statistics Requirements per Article 34 Section 6

1. Maximum and proposed height of any structure. one story
2. Maximum and proposed gross square footage of the building area (nonresidential only).
5,000-6,500 square feet
3. Color renderings of any proposed structures. See attached sample renderings & pictures
4. Material list (with percentages) of any proposed structures. 100% brick/stone & metal roof
5. Maximum and proposed lot coverage of building area (square feet and percent)

Maximum Allowed Lot Coverage = (30,800 S.F. / 50%)

Proposed Lot Coverage = (6,000 S.F. / 10%)

6. Minimum and proposed square footage of landscaped area (square feet and percent)

Minimum Required Landscaped Area = 15% (9,263 S.F.)

Proposed Landscaped Area = 20% (12,300 S.F.)

July 10th, 2023

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

RE: Conditional Use Written Analysis and Detailed Description

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 4728 & 4734 Hog Mountain Road, we ask that you consider these factors as they bear a reasonable relationship to the public safety, health, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash at the current location of Parkway Mini-Storage. This parcel is adjacent to McDonalds. The Car Wash will have a proposed 5,000 SF building with 21 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the right side of the property, and exit of the car wash will be in left side of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of the current, adjacent, and nearby properties.

The existing use of the current property is three mini-storage buildings and one older home. This property is zoned Highway Business and is currently being used as a storage facility. The adjacent property is zoned Highway Business and is currently being used as a fast-food facility. Other nearby properties are banks and strip centers. The Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the surrounding properties.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.

The proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposal has adequate setbacks with vehicular circulation into and out of the site. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash from the side of the building and able to exit from the other side of the building then onto Hog Mountain Road.

- 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.

A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well to the layout of the car wash.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate circulation on site to handle traffic flow. There is one access point as well as an existing red light at the intersection of Spouts Springs Road and Hog Mountain Road. All utilities are available to the site and no impact on schools will occur.

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

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows the site as Activity Center - Retail. A car wash would meet the intent of the Future Land Use Map as a commercial use and provide a service to the people of Flowery Branch. Also, we will adhere to all design standards and regulations of The City of Flowery Branch.

- 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 conditions that would affect the use and development of this property.

- G. Existing uses and zoning of the subject property and nearby properties.

The existing zoning of the adjacent and nearby properties are Highway Business. The surrounding properties are fast-food restaurants or retail strip centers.

- 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 determined. May include vacancy or unused zoning conditions and/or the efforts taken by the applicant to sell the property.

The value is not diminished by the existing zoning. The owner is seeking to sell the property and has a tremendous amount of interest from many car wash operators.

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

The special use permit would have a positive effect on all nearby properties. The parcel would be getting an impressive new building.

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

No isolated zoning district would be created.

- K. Possible effects of the change in zoning district map, or change in use, or the character for a zoning district.

The owner is not seeking to change zoning.

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

Erosion, grading, sedimentation, and drainage plan to be approved during the design stage of the project. All will be addressed and approved by the City of Flowery Branch. No downgrade in air or water quality will happen.

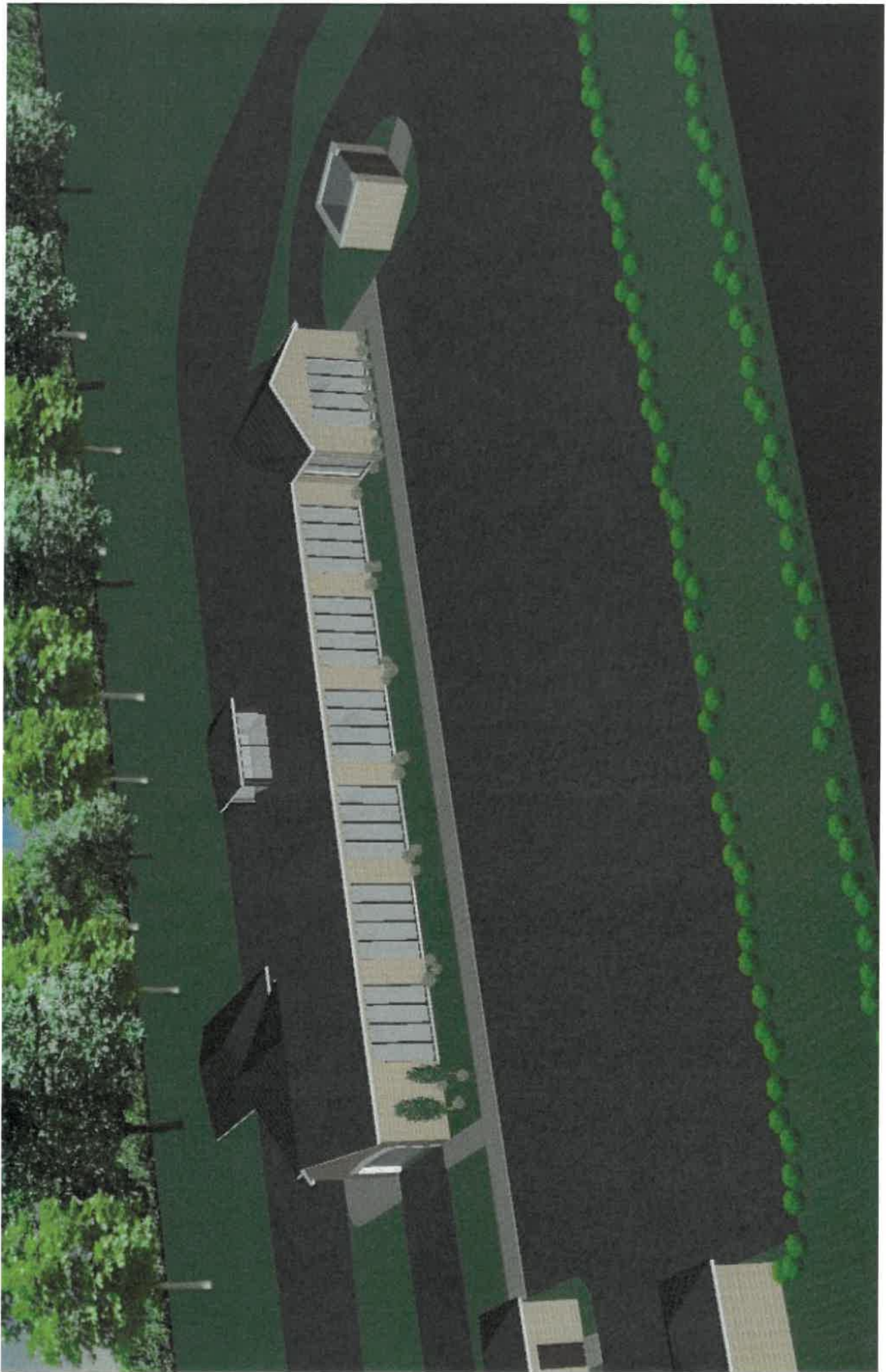
- M. The relation that is proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

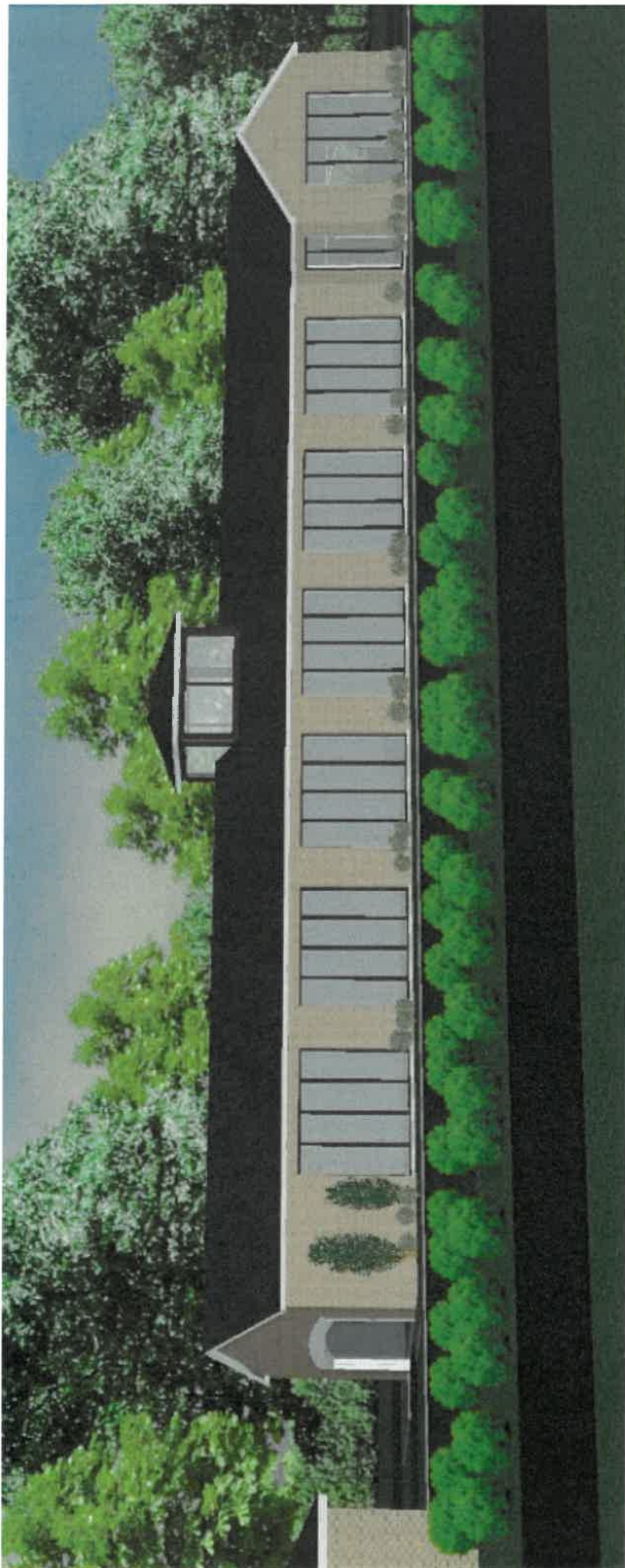
The use will be conforming and fit the overall zoning scheme of Flowery Branch.

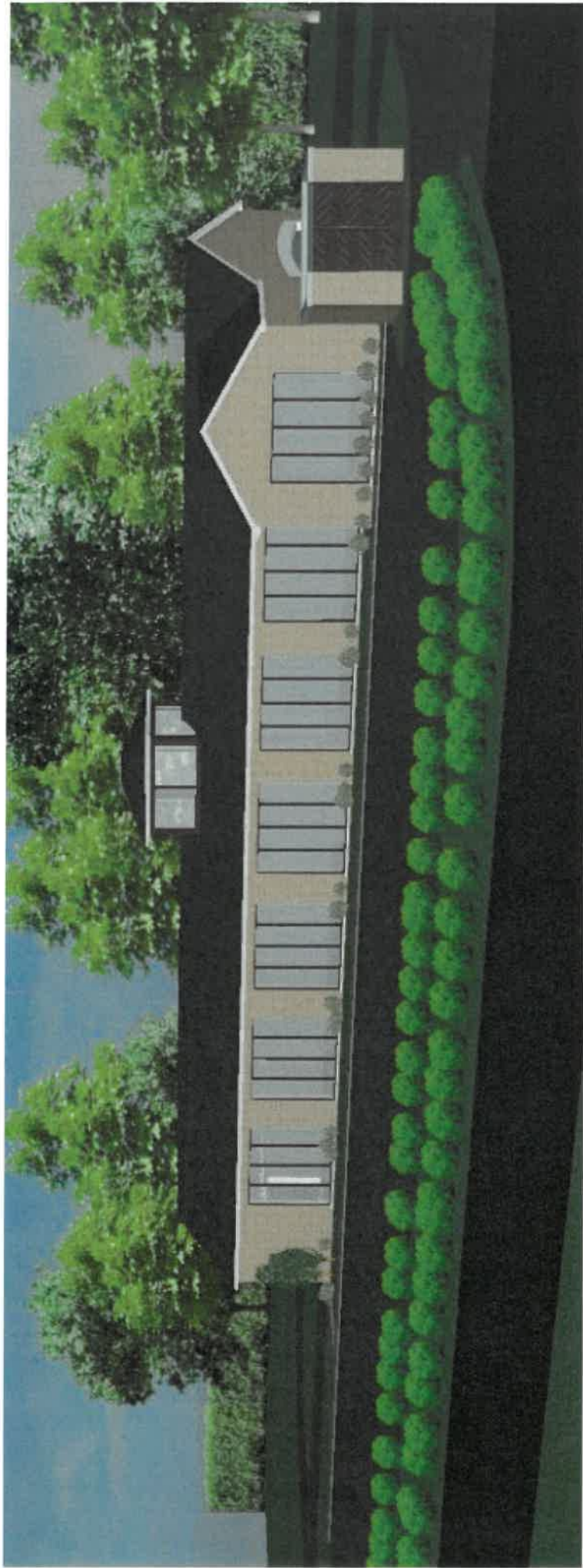
Thank you for your consideration,



Keith Cook
Parkway Mini-Storage, LLC















Parkway Mini Storage LLC

PO Box 581
Oakwood, GA 30566
770-967-6592SUNTRUST BANK
64-010/610

1771

7/20/2023

PAY TO THE
ORDER OF

City of Flowery Branch

\$ 350.⁰⁰Three Hundred Fifty Dollars & ⁰⁰/₁₀₀

DOLLARS

MEMO

Special Use Permit Application

4728 & 4734 Hog Mountain Road



⑈001771⑈ ⑈061000104⑈ ⑈000092449254⑈

Parkway Mini Storage LLC

1771

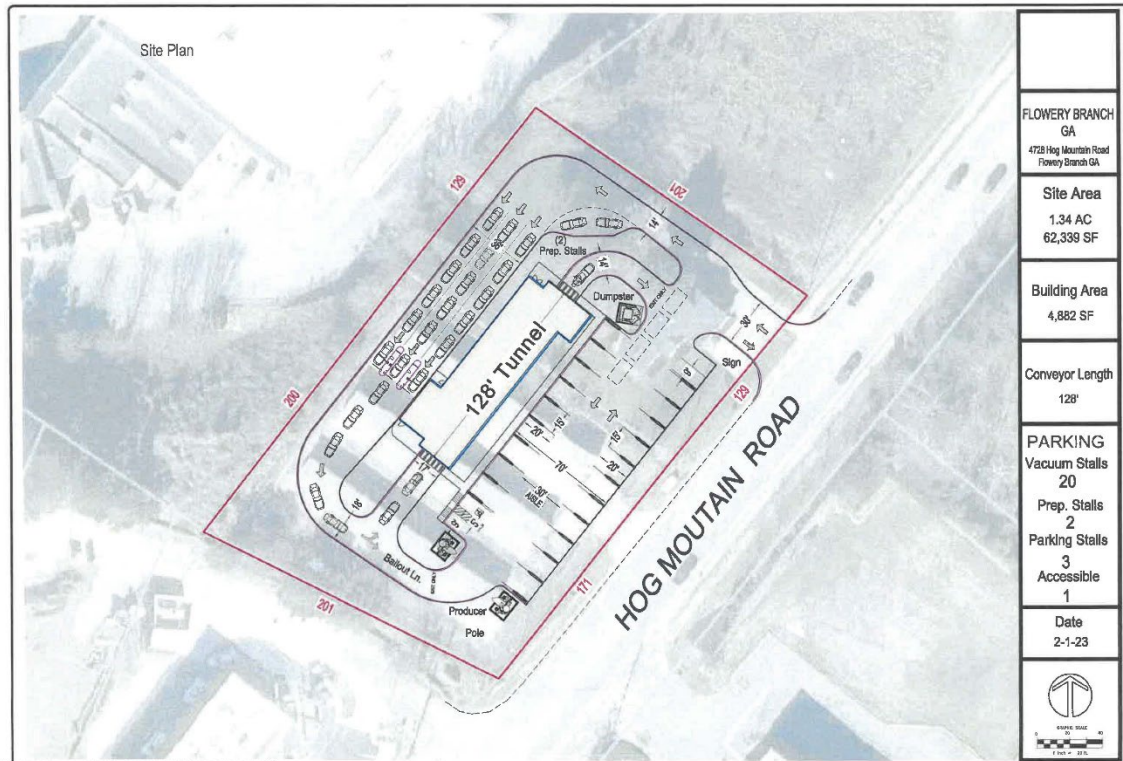
Parkway Mini Storage LLC

1771

PAYMENT
RECORD

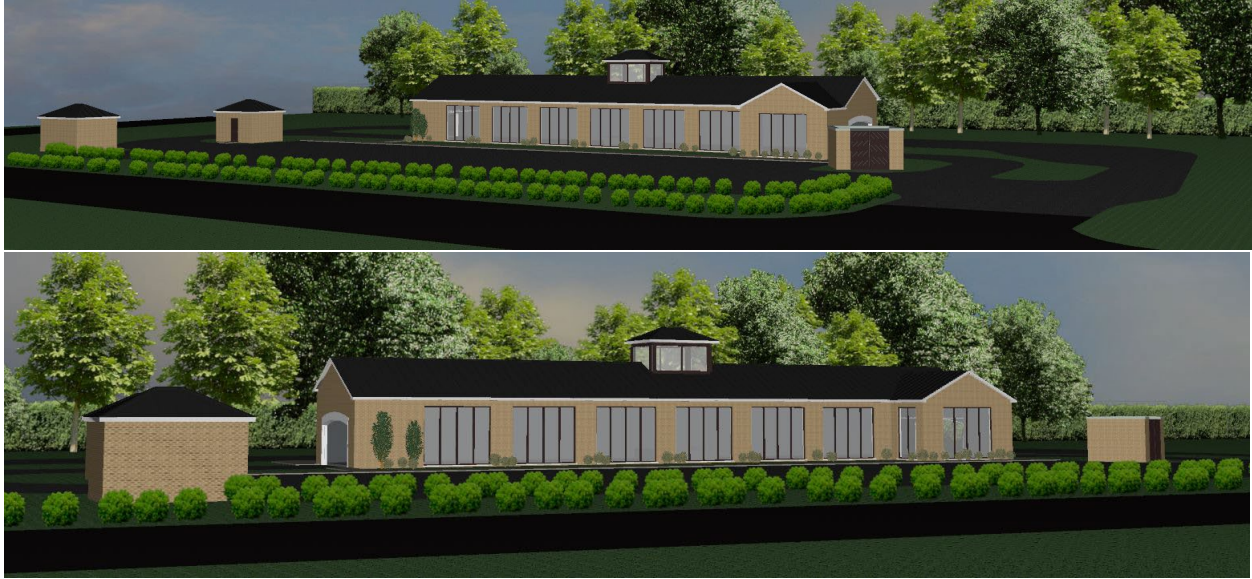
Exhibit
Conditions of Conditional Use Permit

1. The property shall be developed in substantial conformance with the site plan dated 2/1/2023 and submitted to the Flowery Branch Community Development Department on 08/01/2023 and as shown below:



2. Property elevation should be substantially adhere to the rendering picture submitted by applicant on 08/01/2023 and as below:





3. Elevation materials shall adhere to reference pictures submitted by applicant and as below:



July 10th, 2023

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

RE: Conditional Use Written Analysis and Detailed Description

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 4728 & 4734 Hog Mountain Road, we ask that you consider these factors as they bear a reasonable relationship to the public safety, health, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash at the current location of Parkway Mini-Storage. This parcel is adjacent to McDonalds. The Car Wash will have a proposed 5,000 SF building with 21 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the right side of the property, and exit of the car wash will be in left side of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of the current, adjacent, and nearby properties.

The existing use of the current property is three mini-storage buildings and one older home. This property is zoned Highway Business and is currently being used as a storage facility. The adjacent property is zoned Highway Business and is currently being used as a fast-food facility. Other nearby properties are banks and strip centers. The Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the surrounding properties.

Agree. A landscaping site map is required.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.

The proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposal has adequate setbacks with vehicular circulation into and out of the site. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash from the side of the building and able to exit from the other side of the building then onto Hog Mountain Road.

Agree.

- 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.

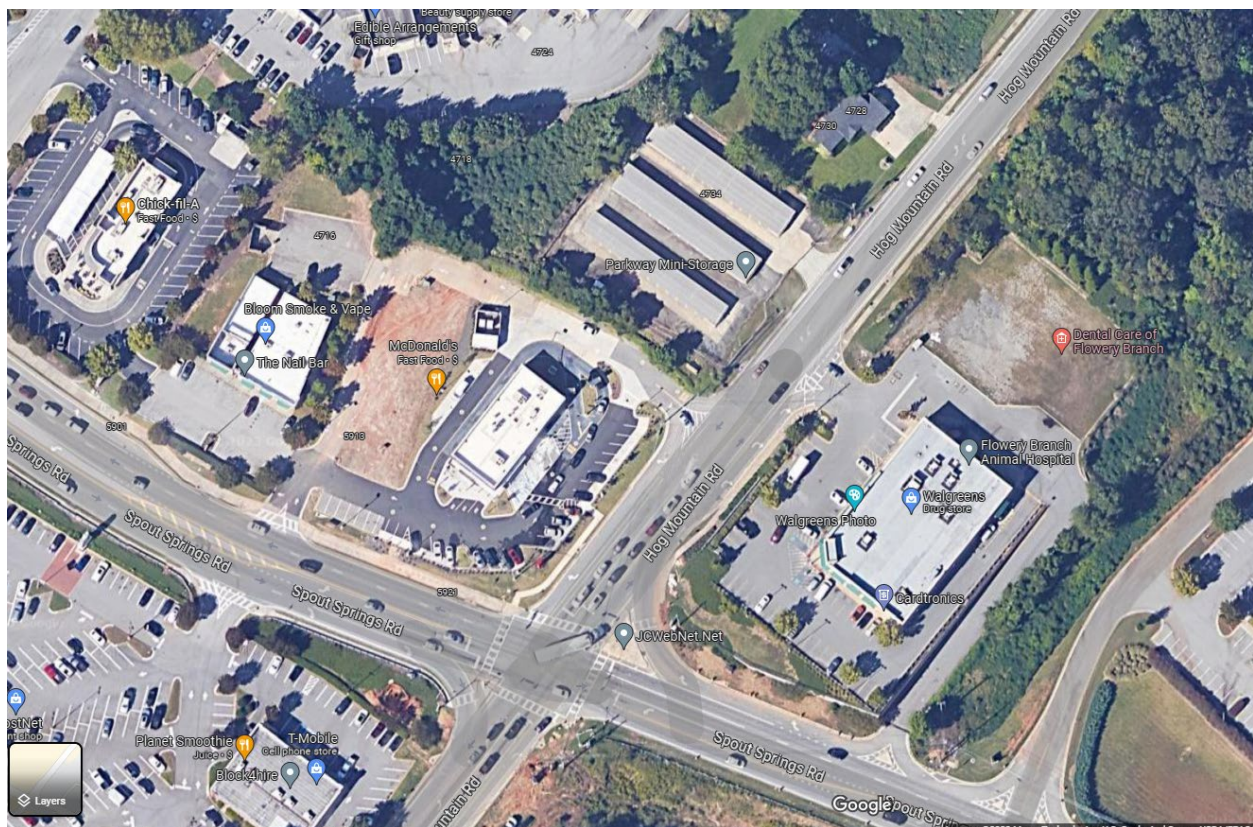
A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well to the layout of the car wash.

Agree.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate circulation on site to handle traffic flow. There is one access point as well as an existing red light at the intersection of Spouts Springs Road and Hog Mountain Road. All utilities are available to the site and no impact on schools will occur.

Traffic condition as below. In and out traffic impact should be considered.



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

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows the site as Activity Center - Retail. A car wash would meet the intent of the Future Land Use Map as a commercial use and provide a service to the people of Flowery Branch. Also, we will adhere to all design standards and regulations of The City of Flowery Branch.

Agree

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

There are no conditions that would affect the use and development of this property.

Agree

- G. Existing uses and zoning of the subject property and nearby properties.

The existing zoning of the adjacent and nearby properties are Highway Business. The surrounding properties are fast-food restaurants or retail strip centers.

Agree

- H. Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district, if such information is provided by the applicant or can be determined. May include vacancy or unused zoning conditions and/or the efforts taken by the applicant to sell the property.

The value is not diminished by the existing zoning. The owner is seeking to sell the property and has a tremendous amount of interest from many car wash operators.

Agree

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

The special use permit would have a positive effect on all nearby properties. The parcel would be getting an impressive new building.

Agree

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

No isolated zoning district would be created.

Agree

- K. Possible effects of the change in zoning district map, or change in use, or the character for a zoning district.

The owner is not seeking to change zoning.

Agree

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

Erosion, grading, sedimentation, and drainage plan to be approved during the design stage of the project. All will be addressed and approved by the City of Flowery Branch. No downgrade in air or water quality will happen.

Environmental impact should be considered. More information should be provided:

1. Environmental impact statements
2. proper details of chemicals in use
3. car wash water treatment solutions

(Per city code, there is minimum of 50 percent of water utilized must be recycled in an on-site installed recycled water system.)

- M. The relation that is proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The use will be conforming and fit the overall zoning scheme of Flowery Branch.

Agree

Summary:

Overall, the proposed use is appropriate for this parcel. Environmental impact should be further evaluated.

Thank you for your consideration,

Keith Cook
Parkway Mini-Storage, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Termination of Contract with VC3 for IT Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023.

FACTS AND ISSUES:

However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time. The contract calls for a 90-day notice of a termination of the contract.

OPTIONS:

- 1) Terminate the contract with VC3.
- 2) Do not terminate the contract with VC3.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Terminate the contract with VC3, Inc.

SAMPLE MOTION:

I make a motion to terminate the contract with VC3, Inc. for IT services.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - termination of contract with VC3.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Termination of contract with VC3 for IT services

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To terminate the contract with VC3, Inc.

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023.

FACTS AND ISSUES: However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time. The contract calls for a 90-day notice of a termination of the contract.

OPTIONS:

- 1) Terminate the contract with VC3.
 - 2) Do not terminate the contract with VC3.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to terminate the contract with VC3, Inc. for IT services.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Contract with Critical Path Security

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff has requesting to terminate the contract with VC3.

FACTS AND ISSUES:

The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with Critical Path for the protection of our network. The plan is to have both parties under contract and working simultaneously for 60 days to provide for a seamless transition from one to the other.

The contract with Critical Path includes daily monitoring of all network traffic and a LASO (Local Agency Security Officer for the police department). The amount of this contract is \$6,900 per month with an initial setup fee of \$6,600.

OPTIONS:

- 1) Approve the contract with Critical Path.
 - 2) Do not approve the contract with Critical Path.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$6,900 monthly and one-time expense of \$6,600 (budgeted throughout departmental budgets)

RECOMMENDATION:

Approve a contract with Critical Path Security for daily monitoring of our network and LASO (Local Agency Security Officer)

SAMPLE MOTION:

I make a motion to approve the contract with Critical Path Security.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - contract with Critical Path.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract with Critical Path Security

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve a contract with Critical Path

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff has requesting to terminate the contract with VC3.

FACTS AND ISSUES: The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with Critical Path for the protection of our network. The plan is to have both parties under contract and working simultaneously for 60 days to provide for a seamless transition from one to the other.

The contract with Critical Path includes daily monitoring of all network traffic and a LASO (Local Agency Security Officer for the police department). The amount of this contract is \$6,900 per month with an initial setup fee of \$6,600.

OPTIONS:

- 1) Approve the contract with Critical Path.
 - 2) Do not approve the contract with Critical Path.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the contract with Critical Path.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Contract with ClearLink for IT Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time.

FACTS AND ISSUES:

The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with ClearLink Technology Solutions for IT services. Not only does this include most of our licensing (Office 365) but more importantly includes a person assigned to the City of Flowery Branch who will be here, onsite 3 days per week, 4 hours per day. This type of technical assistance has been a constant point of contention and a struggle for a lot of city staff. Time and money has been spent unwisely as our city staff has had to attend to the needs of IT for the city. This option will allow for a much more effective and efficient use of the city's resources. This request is for a 90-day contract at which time staff will evaluate services provided. The contract will automatically renew unless notification is given that it will not renew.

The amount for ClearLink's services, which includes all Microsoft licenses, end-point detection software and monitoring is \$12,451. Of that amount, \$7,200 per month is for technical staff to be on-site.

OPTIONS:

- 1) Approve the contract with ClearLink Technology Solutions.
 - 2) Do not approve the contract with ClearLink Technology Solutions.
-

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$12,451 per month = \$149,412 of which \$123,399 is in FY2024 budget. \$26,013 new money to be included in a future budget amendment

RECOMMENDATION:

Approve a contract with ClearLink for IT Services

SAMPLE MOTION:

- 1) Approve the contract with ClearLink Technology Solutions.
- 2) Do not approve the contract with ClearLink Technology Solutions.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - contract with ClearLink.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract with ClearLink

DATE: December 21, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve a contract with ClearLink

HISTORY: The staff of City of Flowery Branch are continually monitoring and evaluating our current practices and comparing those to best practices. Where feasible, staff make recommendations for enhanced products or services. Several years ago the City's information technology services function was outsourced to Halski Systems (Halski). Staff, after evaluating Halski's services found that Halski was not providing services per its contract with the City that were best practices nor that were meeting the City's needs. Moreover, Halski was acquired by Logically which has indicated that the cost for IT services is anticipated to rise substantially for the City's requested IT needs. Based on the foregoing, staff determined that it was time to move on from Halski as the City's IT services provider.

Then, staff chose to recommend entering into a contract with VC3, Inc. as it was a company that the Georgia Municipal Association (GMA) has partnered with to provide IT services for municipalities throughout the State of Georgia. The city entered into that contract in March, 2023. However, in continually evaluating our current practices and services, it has been determined that this was not the best decision. As such, staff has reevaluated our IT services. This is such a crucial service that has huge ramifications if best practices are not implemented and continually evaluated. Staff is requesting to terminate the contract with VC3 at this time.

FACTS AND ISSUES: The contract with VC3 requires a 90-day notice of termination. During this 90-day period in which we have already notified VC3, staff's recommendation is to approve a contract with ClearLink Technology Solutions for IT services. Not only does this include most of our licensing (Office 365) but more importantly includes a person assigned to the City of Flowery Branch who will be here, onsite 3 days per week, 4 hours per day. This type of technical assistance has been a constant point of contention and a struggle for a lot of city staff. Time and money has been spent unwisely as our city staff has had to attend to the needs of IT for the city. This option will allow for a much more effective and efficient use of the city's resources. This request is for a 90-day contract at which time staff will evaluate services provided. The contract will automatically renew unless notification is given that it will not renew.

The amount for ClearLink's services, which includes all Microsoft licenses, end-point detection software and monitoring is \$12,451. Of that amount, \$7,200 per month is for technical staff to be on-site.

OPTIONS:

- 1) Approve the contract with ClearLink Technology Solutions.
 - 2) Do not approve the contract with ClearLink Technology Solutions.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the contract with ClearLink Technology Solutions.

DEPARTMENT: Administration

Prepared by: Tonya Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The City of Flowery Branch benefitted from the employment of Jimmy Dean for over 24 years as its Water/Wastewater Director. On January 5, 2023, the city entered into a contract for consulting services with Jimmy Dean for water/wastewater services for one year with an anticipated amount not to exceed \$72,000. To date, the city has spent \$59,512.59 on consulting services with Jimmy Dean.

FACTS AND ISSUES:

Jimmy Dean served as a consultant during 2023 and has provided a lot of valuable information in the daily operations as well as the design of the city's new wastewater treatment plant. He has agreed to continue working an average of two days per week as there is still so much going on with the city's water system and wastewater treatment plant. The wastewater treatment plant is now 30% designed and 80% plans are expected in February 2024. The plant will not be completed in 2024 and as each piece of the plant is designed, bid out, and built, Jimmy Dean's advice will be sought and is of much value to the City of Flowery Branch. The attached consulting agreement is for calendar year 2024.

OPTIONS:

- 1) Approve the consulting agreement.
- 2) Do not approve the consulting agreement.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Up to \$72,000 - budgeted in Water and Wastewater Fund

RECOMMENDATION:

Approve another consulting agreement with Jimmy Dean for wastewater consulting services for calendar year 2024.

SAMPLE MOTION:

I make a motion to approve the consulting agreement with Jimmy Dean for calendar year 2024.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Extension of Consulting Agreement - J Dean.pdf](#)
- [Consulting Agreement - J Dean 01 05 24.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

DATE: December 21, 2023

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- Up to \$72,000

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE: To approve another consulting agreement with Jimmy Dean for wastewater consulting services for calendar year 2024.

HISTORY: The City of Flowery Branch benefitted from the employment of Jimmy Dean for over 24 years as its Water/Wastewater Director. On January 5, 2023, the city entered into a contract for consulting services with Jimmy Dean for water/wastewater services for one year with an anticipated amount not to exceed \$72,000. To date, the city has spent \$59,512.59 on consulting services with Jimmy Dean.

FACTS AND ISSUES: Jimmy Dean served as a consultant during 2023 and has provided a lot of valuable information in the daily operations as well as the design of the city's new wastewater treatment plant. He has agreed to continue working an average of two days per week as there is still so much going on with the city's water system and wastewater treatment plant.

The wastewater treatment plant is now 30% designed and 80% plans are expected in February 2024. The plant will not be completed in 2024 and as each piece of the plant is designed, bid out, and built, Jimmy Dean's advice will be sought and is of much value to the City of Flowery Branch.

The attached consulting agreement is for calendar year 2024.

OPTIONS:

- 1) Approve the consulting agreement.
 - 2) Do not approve the consulting agreement.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the consulting agreement with Jimmy Dean for calendar year 2024.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

**CONSULTING AGREEMENT BY AND BETWEEN
THE CITY OF FLOWERY BRANCH AND JIMMY DEAN**

This Consulting Agreement ("Agreement") is entered into as of January __, 2024, but effective as of January 5, 2024 ("Effective Date"), by and between the City of Flowery Branch, a Georgia municipal corporation ("City"), and Jimmy Dean, a resident of the state of Georgia whose permanent address is 255 Night Hawk View, Demorest, Georgia, 30535 ("Consultant").

WHEREAS, City provides public water and sewer utility services including but not limited to the construction, operation and maintenance of a water system and a sewer system within and without the jurisdiction of the City;

WHEREAS, Consultant retired from City on January 2, 2023;

WHEREAS, Consultant is a former employee of City and has knowledge of the public water and sewer utility services provided by City; and,

WHEREAS, City desires to obtain, and Consultant desires to provide, consulting services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are herein contained, City and Consultant agree as follows:

1. Consulting Services. During the term of this Agreement, Consultant agrees to provide advice and assistance on matters about which Consultant has knowledge and familiarity ("Consulting Services") to City making himself available as reasonably requested by City. Where such Consulting Services must be provided in person, City will accommodate Consultant's availability to every extent possible. Any time expended on travel associated with the provision of Consulting Services shall be considered as Consulting Services.
2. Authority and Relationship. Except as otherwise consented to or directed by City in writing, Consultant does not have the authority to act on behalf of the City to (a) accept or reject any inquiry; (b) respond to a request/complaint from any person; or, (c) enter into any agreement or contract. City and Consultant agree that Consultant is an independent contractor of City and that no employer-employee relationship shall exist between City and Consultant.
3. Compliance with Laws. In rendering the Consulting Services under this Agreement, City and Consultant agree that they will comply with any and all applicable laws, regulations, decrees or other local, state or federal directives having the force of law.

4. Fees. Consulting Services shall be billed at an hourly rate of \$75.00 not to exceed \$9,000 per calendar month. Such amounts will be payable within thirty (30) days of the receipt of Consultant's invoice. Time spent on Consulting Services shall be tracked and billed in increments of not less than .25 of an hour. Consultant shall be responsible for all personal income taxes and similar obligations with respect to any and all payments hereunder, including without limitation, all federal and state income tax, social security tax and any withholding or similar obligations of Consultant. City shall provide Consultant with a phone to be used only for providing the services set forth in this Agreement.
5. Term. This Agreement shall automatically terminate one (1) year after the Effective date with no further documents to be executed by the parties. This Agreement may only be extended by an amendment to this Agreement set forth in writing signed by both the City and Consultant.
6. Payments Due Upon Cancellation. City and Consultant shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. If the Agreement is cancelled by either party, Consultant is not entitled to any additional payments other than fees earned up and through the date of cancellation.
7. Notices. All formal notices, request, consents and other communications hereunder shall be in writing and shall be emailed to the other party at the email address provided below with a copy forwarded by first class mail or overnight courier, fully prepaid and addressed as follows:

To the City at:

Tonya Parrish, City Manager
City of Flowery Branch
5410 West Pine Street
Post Office Box 757
Flowery Branch, Georgia 30542
770-967-6731
tonya@flowerybranchga.org

To the Consultant at:

Jimmy Dean
Jimmy Dean Consulting Services
255 Night Hawk View
Post Office Box 1514
Demorest, Georgia 30535
678-776-1074

8. Miscellaneous. This Agreement sets forth the understanding between the parties and supersedes all other agreements and understandings, whether written or oral, of the parties with respect to the Consulting Services. Without the prior written consent of City, this Agreement shall not be transferred or assigned by Consultant. This Agreement shall bind and inure to the benefit of the permitted successors and assignees of the parties. The terms and provisions of this Agreement may not be modified or amended except in writing executed by City and Consultant. This Agreement shall be construed under, governed by and enforced pursuant to the laws of the State of Georgia.

CITY OF FLOWERY BRANCH:

CONSULTANT:

By: Edward R. Asbridge, Mayor
Date: _____

By: Jimmy Dean
Date: _____

ATTEST:

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Adoption of Proposed FY2025 Budget Calendar.

COUNCIL MEETING DATE: January 4, 2024

HISTORY:

The budget process occurs every year, from December through June. The Budget Team presents the calendar each year for Council review and request adoption.

FACTS AND ISSUES:

The budget process begins in December by preparing the Capital Improvement Plan and Operating Budget to be released to Department Directors for review. This budget year will begin with training for each Department Director on the new tools that will be utilized during the process. Training is scheduled to begin in February 2024. Meetings between the Budget Team and Department Directors to discuss any changes needed for the upcoming fiscal year will begin in March 2024. The Budget Team consists of the Finance Director, Budget and Purchasing Manager, and the City Manager.

Any follow up meetings to review the Operating Budget or the Capital Improvement Plan will be scheduled during the month of March 2024. The budget presentation to the Mayor and Council will be on May 16, 2024, at 6:00 pm during the regularly scheduled Council Meeting. Public Hearings 1 & 2 are scheduled for a special called meeting on June 6, 2024, at 9:00 am and 6:00 pm. The 3rd Public Hearing will be held at the regularly scheduled Council Meeting on June 12, 2024, at 6:00 pm.

Note: Three public hearings are required if the millage rate is not rolled back. The current schedule is set up without a rollback, however; if a rollback is warranted the public hearings will follow state guidelines.

OPTIONS:

1. To adopt the FY2025 Annual Budget Calendar.
2. Suggest other alternatives.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to adopt the proposed FY2025 Budget Calendar as presented.

OR

I make a motion to adopt the proposed FY2025 with the following revisions: _____.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - FY2025 Budget Calendar.pdf](#)
- [Budget Calendar Phases FY25.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Request adoption of proposed FY2025 Budget Calendar

DATE: January 4, 2024

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: January 4, 2024

PURPOSE:

The proposed FY2025 Budget Calendar provides a basic plan for preparing, reviewing, and adopting the City of Flowery Branch budget for the upcoming fiscal year.

HISTORY:

The budget process occurs every year, from December through June. The Budget Team presents the calendar each year for Council review and request adoption.

FACTS AND ISSUES:

The budget process begins in December by preparing the Capital Improvement Plan and Operating Budget to be released to Department Directors for review. This budget year will begin with training for each Department Director on the new tools that will be utilized during the process. Training is scheduled to begin in February 2024. Meetings between the Budget Team and Department Directors to discuss any changes needed for the upcoming fiscal year will begin in March 2024. The Budget Team consists of the Finance Director, Budget and Purchasing Manager, and the City Manager.

Any follow up meetings to review the Operating Budget or the Capital Improvement Plan will be scheduled during the month of March 2024. The budget presentation to the Mayor and Council will be on May 16, 2024, at 6:00 pm during the regularly scheduled Council Meeting. Public Hearings 1 & 2 are scheduled for a special called meeting on June 6, 2024, at 9:00 am and 6:00 pm. The 3rd Public Hearing will be held at the regularly scheduled Council Meeting on June 12, 2024, at 6:00 pm.

Note: Three public hearings are required if the millage rate is not rolled back. The current schedule is set up without a rollback, however; if a rollback is warranted the public hearings will follow state guidelines.

OPTIONS:

1. To adopt the FY2025 Annual Budget Calendar.
 2. Suggest other alternatives.
-
-

RECOMMENDED SAMPLE MOTION:

I make a motion to adopt the proposed FY2025 Budget Calendar as presented.

OR

I make a motion to adopt the proposed FY2025 with the following revisions: _____.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



**CITY OF FLOWERY BRANCH
FY 2025 BUDGET CALENDAR
(JULY 1, 2024 - JUNE 30, 2025)**

PHASE 1 - BUDGET PROCESS INITIATION

Date	Time	Event	Location
1/8/2024		Open the FY2025 budget workbooks for the the Operating and Capital budget	City Hall Main Conf. Room
Schedule and provide training to Department Directors on process for completing budget workbooks. Dates and times below			
1/10/2024	Wednesday	9:00 AM Water/Wastewater 10:00 AM Public Works 11:00 AM Planning and Development 1:00 PM Tourism 2:00 PM City Clerk 3:00 PM City Manager	City Hall Main Conf. Room
1/12/2024	Friday	10:00 AM Police	City Hall Main Conf. Room
1/08/2024 - 2/2/2024		Department Directors independently work on budgets with Finance assisting as requested	

PHASE 2 - BUDGET WORKSHOPS

Budget workbooks reviewed with Finance. (if needed) Dates and times below			
2/12/2024	Monday	10:00-11:00 AM Water/ Wastewater 1:00-1:30 PM Planning & Community Development 2:00-2:30 PM Tourism 2:30-3:00 PM Human Resources	City Hall Main Conf. Room
2/13/2024	Tuesday	9:00-9:30 AM Finance 10:30-11:30 AM Police 1:00-2:00 PM Public Works 2:30-3:00 PM City Manager	City Hall Main Conf. Room
2/14/2024	Wednesday	10:00-10:30 AM City Clerk	City Hall Main Conf. Room

PHASE 3 - BUDGET TEAM REVIEW

3/19/2024	Tuesday	10:15-11:15 AM City Clerk 11:15 AM-12:15 PM City Manager 2:00-2:30 PM Finance 2:30 - 3:00 PM Human Resources 3:00-4:00 PM Tourism	City Hall Main Conf. Room
3/20/2024	Wednesday	9:00-10:00 AM Police 10:30-11:30 AM Planning & Community Development 11:30 AM-12:30 PM Public Works 2:00-3:00 PM Water/Wastewater	City Hall Main Conf. Room

PHASE 4 - COUNCIL PRESENTATIONS

5/16/2024	Thursday	6:00 PM Budget presentation to Mayor and Council (Regular Council Meeting)	City Hall
Ad & Website Date: 5/8/2024 - Budget Presentation Ad (Due to Times by Wednesday, 5/1/2024)			

PHASE 5 - COUNCIL ADOPTION

6/6/2024	Thursday	9:00 AM Public Budget Hearing (Called Meeting) (if needed)	City Hall
Ad & Website Date: 5/29/2024 - Notice of Tax Increase (If needed)(Due to Times by Wednesday, 5/22/2024)			
6/6/2024	Thursday	6:00 PM Public Budget Hearing (Called Meeting)	City Hall
Ad & Website Date: 5/29/2024 - Notice of Tax Increase(If needed) (Due to Times by Wednesday, 5/22/2024)			
6/20/2024	Thursday	6:00 PM Public Hearing (Regular Meeting)	City Hall
Ad & Website Date: 6/12/2024 - Budget Presentation Add, Notice of Tax Increase(If needed) & 5yr Tax Digest (Due to Times by Wednesday, 6/05/2024) Adoption of Millage Ordinance and Budget Resolution			