



**City of Flowery Branch  
City Council Meeting  
Thursday, March 5, 2026, 6:00 PM  
5410 Pine Street  
Flowery Branch, GA 30542**



**Call Work Session to Order:**

**Pledge of Allegiance:**

**Adoption of Agenda:**

**Awards & Recognitions:**

**Public Hearing:**

**Unfinished Business - Work Session:**

**New Business - Work Session:**

- a. Consider Resolution 26-004, First and Second Quarter Amendments to the Budget for FY2026 as Previously Adopted on June 19, 2025.
- b. Consider Second Amendment to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC
- c. Presentation - Update on Wastewater Treatment Plant Expansion Project by Archer Western

**Department Reports:**

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

**Adjournment Work Session:**

**Voting Session Agenda**

**Call Voting Session to Order:**

**Public Comments:**

Please limit to two minutes

**Consent Agenda:**

- a. Consider February 7, 2026, Special Called City Council Meeting Minutes
- b. Consider February 19, 2026, City Council Meeting Minutes
- c. Consider February 2026 Per Diem for Mayor McClellan

**Unfinished Business - Voting Session:**

**New Business - Voting Session:**

- a. Consider Resolution 26-004, First and Second Quarter Amendments to the Budget for FY2026 as Previously Adopted on June 19, 2025.
- b. Consider Second Amendment to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC

**Executive Session:**

As needed for discussion of personnel, litigation, or property.

**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:** Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

**DATE:** February 25, 2026

**RECOMMENDATION**  
 **POLICY DISCUSSION**  
 **STATUS REPORT**  
 **OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COUNCIL ACTION REQUESTED ON: March 5, 2026**

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**PURPOSE:** To approve Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

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**HISTORY:** A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

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**FACTS AND ISSUES:**

- See attachment A and B for 1<sup>st</sup> and 2<sup>nd</sup> quarter details.

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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

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**DEPARTMENT:** Finance Department

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**Prepared by:** Nancy Rodriguez

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**City of Flowery Branch  
Request For Budget Adjustment**

320-0000-541004	Wastewater Plant Entrance	-	300,000	300,000
320-0000-541005	Highlands to Islands Trail	-	498,542	498,542
320-0000-541800	VIII - Park Property and Improvements	-	415,000	415,000
320-0000-542100	McEver & Gaines Ferry Rd Traffic Improvements	-	1,631,153	1,631,153
320-0000-542100	McEver & Gaines Ferry Rd Traffic Improvements	-	711,200	711,200
320-0000-542120	Mulberry Connector	-	100,000	100,000
320-0000-542130	Highlands to Islands Phase II	-	200,000	200,000
320-0000-542200	VIII -PD Vehicles & Equipment	-	19,113	19,113
<b>Adjustment to Public Safety Land Purchase Project</b>				
320-0000-391350	Transfer in from 350-LRF Capital Projects	-	(482,433)	(482,433)
320-0000-542190	Public Safety Property	-	482,433	482,433
<b>Transfer to Public Safety Land Purchase Project</b>				
320-0000-522250	VIII -Annual Road Paving & Sidewalks Program	2,453,957	(950,000)	1,503,957
320-0000-541002	VIII -Old Town (General) Stormwater	550,000	(550,000)	-
320-0000-542190	Public Safety Property	482,433	1,500,000	1,982,433
<b>Local Resources Fund</b>				
350-0000-399900	Budgeted Fund Balance	-	(2,766,390)	(2,766,390)
350-0000-542400	IT Equipment Upgrades Annual Program	-	129,053	129,053
350-0000-543006	Downtown Development Phase II	-	280,204	280,204
350-0000-543007	City Building Security	-	100,663	100,663
350-0000-543012	Land Acquisition	-	243,805	243,805
350-0000-543013	Sidewalk Program	-	83,325	83,325
350-0000-543015	Landscaping Design and Implementation	-	145,222	145,222
350-0000-543016	Hammock Park	-	30,000	30,000
350-0000-543017	Caboose Renovations	-	60,000	60,000
350-0000-543008	Gateway Sign	-	442,324	442,324
350-0000-543019	Public Bathroom	-	400,000	400,000
350-0000-543021	Stormwater Program	-	226,914	226,914
350-0000-543022	Tourism Building Renovation	-	50,000	50,000
350-0000-543023	Tourism/Event Signs	-	100,000	100,000
350-0000-543024	Amphitheater Stage Cover	-	300,000	300,000
350-0000-543026	Summit Lake Stormwater Repair	-	49,880	49,880
350-0000-543014	Planning Software	-	125,000	125,000
<b>Adjustment to Public Safety Land Purchase Project</b>				
350-0000-399900	Budgeted Fund Balance	(2,766,390)	(8,628)	(2,775,018)
350-0000-543007	City Building Security	100,663	(100,000)	663
350-0000-543012	Land Acquisition	243,805	(243,805)	-
350-0000-543015	Landscaping Design and Implementation	145,222	(100,000)	45,222



**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION 26-004**  
**ADJUSTMENT DESCRIPTIONS**

**GENERAL FUND**

**GENERAL FUND**

No adjustments are needed for the quarter ending December 30, 2025.

**SPECIAL REVENUE FUNDS**

**TAX ALLOCATION DISTRICT FUND**

Adjustments made to capital projects

- Reestablish capital projects for FY2026
- Adjustment to Tenant Improvements - Main St Building Project

**CAPITAL PROJECTS FUND**

**WATER/WASTEWATER CAPITAL PROJECTS FUND**

Adjustments made capital projects.

- Reestablish capital projects for FY2026
- Establish Sewerline Repair Project

**SPLOST VII CAPITAL PROJECTS FUND**

Adjustments made to capital projects.

- Reestablish capital projects for FY2026
- Transfer to Public Safety Land Purchase Project

**LOCAL RESOURCES CAPITAL PROJECTS FUND**

Adjustments made to capital projects.

- Reestablish capital projects for FY2026
- Establish Atlanta Street Stormwater Project

**ENTERPRISE FUNDS**

**WATER AND WASTEWATER OPERATING FUND**

No adjustments are needed for the quarter ending December 30, 2025.

**RESOLUTION NO.: 26-004**

**TO AMEND THE BUDGET FOR FISCAL YEAR 2026 AS PREVIOUSLY ADOPTED  
ON JUNE 19, 2025.**

**WHEREAS**, the City Council approved a budget for fiscal year 2026 for the City of Flowery Branch on June 19, 2025 by Resolution 25-006; and

**WHEREAS**, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

**WHEREAS**, these adjustments maintain a balanced budget for all funds.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

**RESOLVED this 5th day of March 2026.**

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Oliver McClellan, Mayor

ATTEST:

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Shelia Cooper, City Clerk

APPROVED AS TO FORM:

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Ted C. Baggett, City Attorney

**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**

**SUBJECT: CONSIDER SECOND AMENDMENT TO DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT WITH WASTE ELIMINATOR, LLC**

**DATE: February 25, 2026**

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

**ANNUAL- \$37,500.00**

**OTHER**

**CAPITAL-**

**COUNCIL ACTION REQUESTED ON: March 5, 2026**

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**PURPOSE:** The Purpose of this agenda item is to amend the existing contract with Waste Eliminator, LLC to extend the contract for an additional five fiscal years

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**HISTORY:** The City of Flowery Branch entered into a contract with Waste Eliminator, LLC, on August 7, 2025, after the City sought bids for hauling services.

The contract between the City and Waste Eliminator, LLC, includes the hauling of 20-yard dumpsters for Dewatered Sludge, and Waste (Screenings and Grit).

There was a first amendment to this contract approved on January 15, 2026, to include the hauling of five (5) 4-yard front-load containers from the City's Wastewater Treatment Plant.

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**FACTS AND ISSUES:** The City's contract with Waste Eliminator, LLC is for the removal and disposal of dewatered sludge and waste produced through City wastewater operations. This service is essential for maintaining proper treatment plant function and ensuring that waste materials are transported and disposed of safely and in compliance with environmental regulations.

The proposed Second Amendment to this contract would allow automatic annual renewals for an additional five fiscal years. Under state law, the contract cannot create a financial obligation beyond a single fiscal year, so the extension is structured as automatic one-year renewals that align with the City's fiscal year, running from July 1 to June 30. These automatic renewals would begin with the fiscal year spanning July 1, 2026 through June 30, 2027, unless the City chooses to terminate the agreement under the contract's existing provisions (which allow the City to terminate for convenience upon 30 days' notice).

The amendment also updates the pricing structure for the service. All haul rates and fuel surcharge percentages listed in Exhibit A of the contract would automatically increase by three percent at the start of each new contract year, unless both parties agree in writing to a different adjustment.

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**OPTIONS: 1)** Amend the contract with Waste Eliminator, LLC to extend the contract for five additional fiscal years and adopting the updated pricing terms.

**2)** Do not amend the contract with Waste Eliminator, LLC.

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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve the second amendment to the Dewatered Sludge and Waste Removal contract with Waste Eliminator, LLC.

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**DEPARTMENT: Finance**

**Prepared by: Nancy Rodriguez**

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## **AMENDMENT NO. 2 TO DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT WITH WASTE ELIMINATOR, LLC**

This Second Amendment to the Dewatered Sludge and Waste Removal Contract (“Second Amendment”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Flowery Branch, Georgia (the “City”) and Waste Eliminator, LLC (“Contractor”), collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a Dewatered Sludge and Waste Removal Contract (the “Contract”) for the provision of dewatered sludge and waste removal services for the City dated August 7, 2025; and

WHEREAS, the Parties subsequently executed a First Amendment to the Contract dated January 15, 2026; and

WHEREAS, the Parties now desire to further amend the Contract to revise Section 2.1 Pricing and Section 3.0 – Duration of Contract to reflect a revised pricing structure and a five-year renewal framework consistent with O.C.G.A. § 36-60-13;

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

1. Amendment to Section 2.1 – Pricing

Section 2.1 – Pricing is hereby deleted in its entirety and replaced with the following:

The Contractor shall be compensated for services rendered pursuant to this Contract in accordance with the pricing schedule attached hereto as Exhibit A. The prices set forth in Exhibit A shall apply to all services performed at the listed disposal locations. If additional disposal locations are added during the term of this Contract, the Parties shall incorporate the applicable pricing for such locations into Exhibit A by written agreement.

All haul rates and fuel surcharge percentages listed in Exhibit A reflect an increase of three percent (3%) at the beginning of each subsequent contract year from the previous fiscal year.

2. Amendment to Section 3.0 – Duration of Contract

Section 3.0 Duration of Contract is hereby deleted in its entirety and replaced with the following:

Contract Term. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The Contract shall align with the City’s fiscal year from July 1 to June 30 and shall automatically renew at the beginning of each fiscal year for five (5)

successive years (with the year of July 1, 2026 through June 30, 2027 counting as the first such year), unless otherwise terminated pursuant to Paragraph 10 of the Contract.

All invoices postmarked by the City during said term shall be filed at the applicable contract price. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services, and/or additional areas of work.

Except as expressly amended herein, all other terms, conditions, obligations, and provisions of the Contract, as previously amended, shall remain in full force and effect and are hereby ratified and affirmed.

This Second Amendment, together with the Contract and all prior amendments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates set forth below.

CITY OF FLOWERY BRANCH:

CONTRACTOR: WASTE ELIMINATOR, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Shelia Cooper, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney

# EXHIBIT A

## DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT FIVE-YEAR PRICING SCHEDULE

<b>GFL Eagle Point Landfill:</b> 8880 Old Federal Rd, Ball Ground, Georgia 30107	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$340.00	\$350.20	\$360.71	\$371.53	\$382.67
Fuel Surcharge (20-yard Haul):	5.00%	5.15%	5.30%	5.46%	5.63%
<b>Total Per 20-Yard Haul:</b>	<b>\$357.00</b>	<b>\$368.24</b>	<b>\$379.84</b>	<b>\$391.83</b>	<b>\$404.21</b>

<b>GWAR, LLC</b> 2033 Old County Dump Rd, Gainesville, Georgia 30507	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Fuel Surcharge (20-yard Haul):	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Total for 20-Yard Haul:</b>	<b>\$250.00</b>	<b>\$257.50</b>	<b>\$265.23</b>	<b>\$273.18</b>	<b>\$281.38</b>

<b>Richland Creek Landfill</b> 5691 S Richland Creek Rd, Buford Georgia 30518	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Fuel Surcharge (20-yard Haul):	5.00%	5.15%	5.30%	5.46%	5.63%
<b>Total for 20-Yard Haul:</b>	<b>\$262.50</b>	<b>\$270.76</b>	<b>\$279.29</b>	<b>\$288.11</b>	<b>\$297.21</b>

<b>All Locations</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
4-Yard Dumpster Hauling – Cost per Dumpster	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69

*Amendment No.2 to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC*



**City of Flowerly Branch**  
**Special Called City Council Meeting**  
**Saturday, February 7, 2026, 2:00 PM**  
**Georgia Mountains Regional Commission, 1310 West Ridge Road**  
**Gainesville, GA 30503**



**Call Work Session to Order:**

Mayor McClellan called the meeting to order at 2:00 p.m.

Present: Mayor McClellan and Council Members Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, and Pete Lena.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Planning and Community Development Director Chris McCrary, Finance Director Matthew Hamby, and City Attorney Ted Baggett.

**Pledge of Allegiance:**

Mayor McClellan led the Pledge of Allegiance.

**Adoption of Agenda:**

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

Motion: Chris Mundy

Second: William McDaniel

Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena

Nays: None

Result: passed

**New Business - Work Session:**

a. FY2027 Budget Discussion

Director Hamby presented the Fiscal Year 2027 budget discussion, outlining the budget process, key steps, and an accompanying timeline. He shared historical population statistics along with projected growth estimates and explained how these trends could affect the city's financial outlook. The primary focus areas include public safety, infrastructure improvements, internal operations, financial stability, and economic development. He also provided an overview of the General Fund's revenues and expenditure. Flowerly Branch population versus employee growth and gave an overview of the employee positions that have been requested for FY2027. He provided an update on the current capital projects and the FY2027 capital funding summary.

b. TAD Discussion

Gary Mongeon, KB Advisory Group, presented strategies to maximize the remaining life of the Tax Allocation District (TAD). The overview focused on Flowery Branch Tax Allocation District #1, which includes the Old Town and the Commercial Gateways. Tax Allocation District #1 was adopted and certified with a base digest of \$18,049,333 as of December 31, 2007. The City and Hall County entered into an Inter-Governmental Agreement (IGA) on September 25, 2008. The City sought consent from the School District in 2008 and 2009 but was unsuccessful. Key provisions in the County IGA include: “The Agreement shall remain in full force and effect until all TAD Bonds and other redevelopment costs have been paid in full” and the TAD is dissolved.

The 2025 TAD digest exceeded \$231.25 million. The TAD Fund balance at the close of FY 2026 is projected to be approximately \$1,850,000. In 2020, the City and the GHCDAs issued \$4,995,000 maturing on April 1, 2039. This commitment requires the County to participate in the TAD for at least thirteen more years, including 2026.

He outlined the key risks that could affect future TAD revenue forecasts. Additional analysis should be completed before any final decisions are made about issuing bonds that would rely on TAD revenue for repayment.

**Executive Session:**

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 3:51 p.m.

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

There was a motion made to exit executive session at 5:27 p.m.

Motion: Charles Vanderbilt  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: Passed

There was a motion made to engage Baggett & Hartley, LLC to serve as City Attorney effective February 14, 2026.

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: Passed

c. Flowery Branch Authority Discussion

Director McCrary reviewed the purpose and functions of a Downtown Development Authority (DDA), noting it is a separate legal entity that supports downtown revitalization through financing tools, property transactions, and redevelopment efforts. DDAs assist with business recruitment, events, long-term planning, and economic development.

Attorney Baggett emphasized the DDA's independent authority, its compliance with state rules, and that dissolving it would transfer all assets and liabilities back to the City.

d. Public Hearing Procedures Discussion

Director McCrary provided a brief overview of the procedures for public hearings, work sessions, and voting sessions.

e. Planning and Zoning — PUD, Variances, and UDC Discussion

Director McCrary led a brief discussion on updating the Unified Development Code (UDC), noting that the goal is to reorganize the existing code, identify discrepancies, address legal vulnerabilities, and improve overall usability.

Attorney Baggett provided an overview of the current variance standards and recommended that the variance requirements be rewritten.

Director McCrary also requested directions from the Council to develop a new PUD code intended to bridge the gap between R-2 and TND zoning districts.

f. Per Diem Discussion

Attorney Baggett led a brief discussion on Per Diem eligibility, noting that the current master eligibility list dates back to 2014 and requesting guidance on whether it should be updated.

**Adjournment:**

There was a motion made to adjourn the meeting at 7:38 p.m.

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

\_\_\_\_\_  
Oliver McClellan  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelia Cooper  
City Clerk



**City of Flowerly Branch**  
**City Council Meeting**  
**Thursday, February 19, 2026, 6:00 PM**  
**5410 Pine Street**  
**Flowery Branch, GA 30542**



**Call Work Session to Order:**

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

Present: Mayor McClellan and Council Members Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt and Pete Lena.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Matthew Hamby, Budge & Purchasing Manager Nancy Rodriguez, Public Works Director Bill Whidden, Police Chief Chris Hulsey, Human Resources Director Krystle Hightower, Planning & Community Development Director Chris McCrary and City Attorney Ted Baggett.

Absent: None

**Pledge of Allegiance:**

Mayor McClellan led the Pledge of Allegiance.

**Adoption of Agenda:**

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

Motion: Chris Mundy

Second: Joseph Mezzanotte

Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena

Nays: None

Result: passed

**Awards & Recognitions:** There were no awards or recognitions.

**Public Hearing:** There were no public hearings.

**Unfinished Business - Work Session:** There was no unfinished business.

**New Business - Work Session:**

- a. Consideration of Change Order #2 to the Gainesville St. Elevated Water Tank Project with Phoenix Erectors and Fabricators

City Manager Parrish presented consideration of Change Order Number Two to the Gainesville Street elevated water tank project with Phoenix Erectors and Fabricators. Bob Troxler was the lead on this project; and, in trying to close out the project, it was noted that another change order was necessary. The current change order request is as follows:

Deduct \$10,000 – construction exit  
Deduct \$15,000 – project road  
Deduct \$21,317.50 – geotech engineering work  
Deduct \$7,980 – tank logo  
Total Deducts = \$54,297.50  
Addition \$3,192.00 – site work  
Addition \$33,342.09 – electrical work Total Additions = \$36,534.09  
Net Decrease = \$17,763.41

Council held a discussion with City Manager Parrish.

b. Consideration of Recommendation of Award for the Groundwater Wells #4 & #5 Project

Budget Manager Nancy Rodriguez presented an award recommendation for the groundwater wells #4 and #5 projects. The project will re-activate the two wells to supplement the City's drinking water supply into the City's water system. Bids were publicly advertised in accordance with State law and were opened at City Hall on January 29th of 2026. A total of two (2) responsive bids were received. Sol Construction, LLC, was the lowest bidder with a total bid amount of \$3,324,130.00. ESG Engineering recommends awarding the project to the low bidder, Sol Construction LLC, at a low bid price of \$3,324,130.00. This project will be funded through a GEFA loan in the amount of \$1,773,855, and Water and Sewer Fund Reserves in the amount of \$1,550,275. The Notice of Award is provided for approval by Council. Should Council approve and award the project to Sol Construction, LLC, ESG Engineering will engage the contractor to sign contract documents and present to City Council for consideration.

Council held a discussion with Andrew Swicegood from ESG Engineering.

c. Consideration of Professional Engineering Services for 2026 Road Resurfacing Improvements Project

City Manager Parrish presented a proposal to sign a contract with ESG Engineering Inc. for professional engineering services for the design and construction administration of a local roadway paving construction project. The city has identified roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage. The city will engage ESG Engineering to design and bid a paving improvements construction project, for which the engineer will also provide construction administration services during each project to ensure the work is constructed as specified. The project will be funded through a combination of state-issued LMIG funds and local City funding.

Council held a discussion with City Manager Parrish.

d. Discussion of Alcoholic Beverage Ordinance Applicability, Emerging Requests, and Liquor Store Limitations

City Manager Parrish led a discussion on the City's alcoholic beverage ordinance. Recent requests involving wholesale distribution, alcohol service at recreational facilities, and potential growth in liquor/package store applications present an opportunity for Council to

consider whether the City's alcohol beverage ordinance would benefit from clarification, limitations, or future amendment. City Manager Parrish is looking for direction from Council on whether to further evaluate or develop potential ordinance amendments related to alcohol licensing and regulatory considerations for a proposed wholesale distributor within the City limits; alcohol sales and consumption at recreational or entertainment-based facilities, such as a pickleball facility seeking expanded on-premises alcohol service; and whether to establish limitations on the number of liquor or package stores permitted within the City limits.

Council held a discussion with City Manager Parrish and Attorney Baggett.

**Department Reports:**

Finance Department Report

Director Hamby advised the finance department has started the 2027 budget cycle.

Planning Department Report

Planner Dani Nash noted an upcoming workshop for the Planning Department.

Council Report

Council Member Mundy invited residents to take the Comprehensive Plan Survey.

Council Member Vanderbilt congratulated Director Hightower on successfully passing the SHRM-CP (Society for Human Resource Management - Certified Professional) exam.

**Adjournment Work Session:**

Mayor McClellan adjourned the work session at 6:44 p.m.

**Voting Session Agenda**

**Call Voting Session to Order:**

Mayor McClellan called the voting session to order at 6:44 p.m.

**Public Comments:**

Mary Wilson, 5500 Union Church Road, Flowery Branch, Georgia 30542.

Ms. Wilson expressed concerns over the Immigration and Customs Enforcement (ICE) detention center that will be coming to Oakwood, Georgia in the near future.

**Consent Agenda:**

- a. Consider January 2026 Per Diem for Council Member Charles Vanderbilt
- b. Consider January 2026 Per Diem for Mayor Oliver McClellan
- c. Consider January 2026 Per Diem for Council Member Joseph Mezzanotte
- d. Consider February 5, 2026, City Council Meeting Minutes

There was a motion made to approve the consent agenda.

Motion: Charles Vanderbilt  
Second: Chris Mundy  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

**Unfinished Business - Voting Session:** There was no unfinished business voting session.

**New Business - Voting Session:**

- a. Consideration of Change Order #2 to the Gainesville St. Elevated Water Tank Project with Phoenix Erectors and Fabricators

There was a motion made to approve Change Order #2 for the Gainesville Street elevated water tank project with Phoenix Erectors and Fabricators for a decrease of \$17,763.41.

Motion: William McDaniel  
Second: Joseph Mezzanotte  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

- b. Consideration of Recommendation of Award for the Groundwater Wells #4 & #5 Project

There was a motion made to approve the recommendation of award for the Groundwater Wells #4 & #5 Project.

Motion: Joseph Mezzanotte  
Second: Pete Lena  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

- c. Consideration of Professional Engineering Services for 2026 Road Resurfacing Improvements Project

There was a motion made to approve Professional Engineering Services with ESG Engineering for the 2026 road resurfacing improvements project as presented.

Motion: Charles Vanderbilt  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt,  
Pete Lena  
Nays: None  
Result: passed

**Executive Session:**

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, for matters related to pending or potential litigation, and for matters related to cybersecurity plans, procedures, or contracts at 6:49 p.m.

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

There was a motion made to exit the executive session at 7:37 p.m.

Motion: William McDaniel  
Second: Pete Lena  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: passed

There was a motion made to terminate a contract with 4 Elephants Catering located at 5521 Main Street, Flowery Branch, Georgia.

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete Lena  
Nays: None  
Result: Passed

**Adjournment:**

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

Motion: Chris Mundy  
Second: William McDaniel  
Ayes: Chris Mundy, Joseph Mezzanotte, William McDaniel, Charles Vanderbilt, Pete  
Lena  
Nays: None  
Result: adjourn

\_\_\_\_\_  
Oliver McClellan  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelia Cooper  
City Clerk



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

Name: Oliver McClellan Month/Year: February 2026

	<b>Meeting Date</b>	<b>Description of Meeting</b>
1.	February 5th	South Hall Biz Coalition
2.	February 6th	GHCC Economic Development Council
3.	February 10th	HCMPO Committee Meeting
4.	February 13th	GHCC Network Over Coffee
5.	February 18th	GHCC Economic & Political Forecast
6.	February 25th	GHCC Logistics Forum
7.	February 27th	GHCC Board of Directors Meeting
8.		

My signature certifies that I am eligible to be paid for 7 meeting dates, a maximum of 8 per month, in accordance with the Per Diem Pay as described in Ordinance 736, approved on April 3, 2025, and at a rate of \$100.00 per meeting.

**Total of \$ 700.00**

*Oliver McClellan*

\_\_\_\_\_  
Signature

**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

**DATE:** February 25, 2026

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COUNCIL ACTION REQUESTED ON:** March 5, 2026

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**PURPOSE:** To approve Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

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**HISTORY:** A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

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**FACTS AND ISSUES:**

- See attachment A and B for 1<sup>st</sup> and 2<sup>nd</sup> quarter details.

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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve Resolution 26-004, First and Second Quarter Amendment to the Budget for FY2026 as Previously Adopted on June 19, 2025.

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**DEPARTMENT:** Finance Department

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**Prepared by:** Nancy Rodriguez

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**City of Flowery Branch  
Request For Budget Adjustment**

320-0000-541004	Wastewater Plant Entrance	-	300,000	300,000
320-0000-541005	Highlands to Islands Trail	-	498,542	498,542
320-0000-541800	VIII - Park Property and Improvements	-	415,000	415,000
320-0000-542100	McEver & Gaines Ferry Rd Traffic Improvements	-	1,631,153	1,631,153
320-0000-542100	McEver & Gaines Ferry Rd Traffic Improvements	-	711,200	711,200
320-0000-542120	Mulberry Connector	-	100,000	100,000
320-0000-542130	Highlands to Islands Phase II	-	200,000	200,000
320-0000-542200	VIII -PD Vehicles & Equipment	-	19,113	19,113
<b>Adjustment to Public Safety Land Purchase Project</b>				
320-0000-391350	Transfer in from 350-LRF Capital Projects	-	(482,433)	(482,433)
320-0000-542190	Public Safety Property	-	482,433	482,433
<b>Transfer to Public Safety Land Purchase Project</b>				
320-0000-522250	VIII -Annual Road Paving & Sidewalks Program	2,453,957	(950,000)	1,503,957
320-0000-541002	VIII -Old Town (General) Stormwater	550,000	(550,000)	-
320-0000-542190	Public Safety Property	482,433	1,500,000	1,982,433
<b>Local Resources Fund</b>				
350-0000-399900	Budgeted Fund Balance	-	(2,766,390)	(2,766,390)
350-0000-542400	IT Equipment Upgrades Annual Program	-	129,053	129,053
350-0000-543006	Downtown Development Phase II	-	280,204	280,204
350-0000-543007	City Building Security	-	100,663	100,663
350-0000-543012	Land Acquisition	-	243,805	243,805
350-0000-543013	Sidewalk Program	-	83,325	83,325
350-0000-543015	Landscaping Design and Implementation	-	145,222	145,222
350-0000-543016	Hammock Park	-	30,000	30,000
350-0000-543017	Caboose Renovations	-	60,000	60,000
350-0000-543008	Gateway Sign	-	442,324	442,324
350-0000-543019	Public Bathroom	-	400,000	400,000
350-0000-543021	Stormwater Program	-	226,914	226,914
350-0000-543022	Tourism Building Renovation	-	50,000	50,000
350-0000-543023	Tourism/Event Signs	-	100,000	100,000
350-0000-543024	Amphitheater Stage Cover	-	300,000	300,000
350-0000-543026	Summit Lake Stormwater Repair	-	49,880	49,880
350-0000-543014	Planning Software	-	125,000	125,000
<b>Adjustment to Public Safety Land Purchase Project</b>				
350-0000-399900	Budgeted Fund Balance	(2,766,390)	(8,628)	(2,775,018)
350-0000-543007	City Building Security	100,663	(100,000)	663
350-0000-543012	Land Acquisition	243,805	(243,805)	-
350-0000-543015	Landscaping Design and Implementation	145,222	(100,000)	45,222



**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION 26-004**  
**ADJUSTMENT DESCRIPTIONS**

**GENERAL FUND**

**GENERAL FUND**

No adjustments are needed for the quarter ending December 30, 2025.

**SPECIAL REVENUE FUNDS**

**TAX ALLOCATION DISTRICT FUND**

Adjustments made to capital projects

- Reestablish capital projects for FY2026
- Adjustment to Tenant Improvements - Main St Building Project

**CAPITAL PROJECTS FUND**

**WATER/WASTEWATER CAPITAL PROJECTS FUND**

Adjustments made capital projects.

- Reestablish capital projects for FY2026
- Establish Sewerline Repair Project

**SPLOST VII CAPITAL PROJECTS FUND**

Adjustments made to capital projects.

- Reestablish capital projects for FY2026
- Transfer to Public Safety Land Purchase Project

**LOCAL RESOURCES CAPITAL PROJECTS FUND**

Adjustments made to capital projects.

- Reestablish capital projects for FY2026
- Establish Atlanta Street Stormwater Project

**ENTERPRISE FUNDS**

**WATER AND WASTEWATER OPERATING FUND**

No adjustments are needed for the quarter ending December 30, 2025.

**RESOLUTION NO.: 26-004**

**TO AMEND THE BUDGET FOR FISCAL YEAR 2026 AS PREVIOUSLY ADOPTED  
ON JUNE 19, 2025.**

**WHEREAS**, the City Council approved a budget for fiscal year 2026 for the City of Flowery Branch on June 19, 2025 by Resolution 25-006; and

**WHEREAS**, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

**WHEREAS**, these adjustments maintain a balanced budget for all funds.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

**RESOLVED this 5th day of March 2026.**

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Oliver McClellan, Mayor

ATTEST:

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Shelia Cooper, City Clerk

APPROVED AS TO FORM:

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Ted C. Baggett, City Attorney

**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**

**SUBJECT: CONSIDER SECOND AMENDMENT TO DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT WITH WASTE ELIMINATOR, LLC**

**DATE: February 25, 2026**

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

**ANNUAL- \$37,500.00**

**OTHER**

**CAPITAL-**

**COUNCIL ACTION REQUESTED ON: March 5, 2026**

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**PURPOSE:** The Purpose of this agenda item is to amend the existing contract with Waste Eliminator, LLC to extend the contract for an additional five fiscal years

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**HISTORY:** The City of Flowery Branch entered into a contract with Waste Eliminator, LLC, on August 7, 2025, after the City sought bids for hauling services.

The contract between the City and Waste Eliminator, LLC, includes the hauling of 20-yard dumpsters for Dewatered Sludge, and Waste (Screenings and Grit).

There was a first amendment to this contract approved on January 15, 2026, to include the hauling of five (5) 4-yard front-load containers from the City's Wastewater Treatment Plant.

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**FACTS AND ISSUES:** The City's contract with Waste Eliminator, LLC is for the removal and disposal of dewatered sludge and waste produced through City wastewater operations. This service is essential for maintaining proper treatment plant function and ensuring that waste materials are transported and disposed of safely and in compliance with environmental regulations.

The proposed Second Amendment to this contract would allow automatic annual renewals for an additional five fiscal years. Under state law, the contract cannot create a financial obligation beyond a single fiscal year, so the extension is structured as automatic one-year renewals that align with the City's fiscal year, running from July 1 to June 30. These automatic renewals would begin with the fiscal year spanning July 1, 2026 through June 30, 2027, unless the City chooses to terminate the agreement under the contract's existing provisions (which allow the City to terminate for convenience upon 30 days' notice).

The amendment also updates the pricing structure for the service. All haul rates and fuel surcharge percentages listed in Exhibit A of the contract would automatically increase by three percent at the start of each new contract year, unless both parties agree in writing to a different adjustment.

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**OPTIONS: 1)** Amend the contract with Waste Eliminator, LLC to extend the contract for five additional fiscal years and adopting the updated pricing terms.

**2)** Do not amend the contract with Waste Eliminator, LLC.

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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve the second amendment to the Dewatered Sludge and Waste Removal contract with Waste Eliminator, LLC.

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**DEPARTMENT: Finance**

**Prepared by: Nancy Rodriguez**

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## **AMENDMENT NO. 2 TO DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT WITH WASTE ELIMINATOR, LLC**

This Second Amendment to the Dewatered Sludge and Waste Removal Contract (“Second Amendment”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Flowery Branch, Georgia (the “City”) and Waste Eliminator, LLC (“Contractor”), collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a Dewatered Sludge and Waste Removal Contract (the “Contract”) for the provision of dewatered sludge and waste removal services for the City dated August 7, 2025; and

WHEREAS, the Parties subsequently executed a First Amendment to the Contract dated January 15, 2026; and

WHEREAS, the Parties now desire to further amend the Contract to revise Section 2.1 Pricing and Section 3.0 – Duration of Contract to reflect a revised pricing structure and a five-year renewal framework consistent with O.C.G.A. § 36-60-13;

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

1. Amendment to Section 2.1 – Pricing

Section 2.1 – Pricing is hereby deleted in its entirety and replaced with the following:

The Contractor shall be compensated for services rendered pursuant to this Contract in accordance with the pricing schedule attached hereto as Exhibit A. The prices set forth in Exhibit A shall apply to all services performed at the listed disposal locations. If additional disposal locations are added during the term of this Contract, the Parties shall incorporate the applicable pricing for such locations into Exhibit A by written agreement.

All haul rates and fuel surcharge percentages listed in Exhibit A reflect an increase of three percent (3%) at the beginning of each subsequent contract year from the previous fiscal year.

2. Amendment to Section 3.0 – Duration of Contract

Section 3.0 Duration of Contract is hereby deleted in its entirety and replaced with the following:

Contract Term. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The Contract shall align with the City’s fiscal year from July 1 to June 30 and shall automatically renew at the beginning of each fiscal year for five (5)

successive years (with the year of July 1, 2026 through June 30, 2027 counting as the first such year), unless otherwise terminated pursuant to Paragraph 10 of the Contract.

All invoices postmarked by the City during said term shall be filed at the applicable contract price. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services, and/or additional areas of work.

Except as expressly amended herein, all other terms, conditions, obligations, and provisions of the Contract, as previously amended, shall remain in full force and effect and are hereby ratified and affirmed.

This Second Amendment, together with the Contract and all prior amendments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates set forth below.

CITY OF FLOWERY BRANCH:

CONTRACTOR: WASTE ELIMINATOR, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Shelia Cooper, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney

# EXHIBIT A

## DEWATERED SLUDGE AND WASTE REMOVAL CONTRACT FIVE-YEAR PRICING SCHEDULE

<b>GFL Eagle Point Landfill:</b> 8880 Old Federal Rd, Ball Ground, Georgia 30107	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$340.00	\$350.20	\$360.71	\$371.53	\$382.67
Fuel Surcharge (20-yard Haul):	5.00%	5.15%	5.30%	5.46%	5.63%
<b>Total Per 20-Yard Haul:</b>	<b>\$357.00</b>	<b>\$368.24</b>	<b>\$379.84</b>	<b>\$391.83</b>	<b>\$404.21</b>

<b>GWAR, LLC</b> 2033 Old County Dump Rd, Gainesville, Georgia 30507	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Fuel Surcharge (20-yard Haul):	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Total for 20-Yard Haul:</b>	<b>\$250.00</b>	<b>\$257.50</b>	<b>\$265.23</b>	<b>\$273.18</b>	<b>\$281.38</b>

<b>Richland Creek Landfill</b> 5691 S Richland Creek Rd, Buford Georgia 30518	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
20-yard Dumpster Haul:	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Fuel Surcharge (20-yard Haul):	5.00%	5.15%	5.30%	5.46%	5.63%
<b>Total for 20-Yard Haul:</b>	<b>\$262.50</b>	<b>\$270.76</b>	<b>\$279.29</b>	<b>\$288.11</b>	<b>\$297.21</b>

<b>All Locations</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
4-Yard Dumpster Hauling – Cost per Dumpster	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69

*Amendment No.2 to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC*