



**City of Flowery Branch
City Council Meeting
Thursday, March 19, 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:

- a. Public Hearing to Consider First Reading of Ordinance 778 for Text Amendments to Article 37 – Variances and Article 38 – Administrative Variances.
- b. Public Hearing to Consider First Reading of Ordinance 779 for Text Amendments to Section 12.2 Public Hearing Procedures.

Unfinished Business - Work Session:

New Business - Work Session:

- a. Consider Change Order #1 to Contract with Cornerstone Mechanical, LLC for bid 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation
- b. Consider Resolution 26-006, to Appoint Whitnie Riden as Assistant Solicitor
- c. Consider Resolution 26-007, to Appoint Benjamin Mozingo as Public Defender
- d. Consideration of a Pre-Development Agreement with Penn Hodge Properties for the Old Town Redevelopment Project

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 2026 Per Diem for Council Member Mezzanotte
- b. Consider March 5, 2026 City Council Meeting Minutes

Unfinished Business - Voting Session:**New Business - Voting Session:**

- a. Consider Change Order #1 to Contract with Cornerstone Mechanical, LLC for bid 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation
- b. Consider Resolution 26-006, to Appoint Whitnie Riden as Assistant Solicitor
- c. Consider Resolution 26-007, to Appoint Benjamin Mozingo as Public Defender
- d. Consider First Reading of Ordinance 778 for Text Amendments to Article 37 – Variances and Article 38 – Administrative Variances.
- e. Consider First Reading of Ordinance 779 for Text Amendments to Section 12.2 Public Hearing Procedures.
- f. Consideration of a Pre-Development Agreement with Penn Hodge Properties for the Old Town Redevelopment Project

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.

ORDINANCE NO. 778

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, TO AMEND SECTION 37.5. – CRITERIA FOR GRANTING VARIANCES IN ARTICLE 37 – VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.2 – PROVISIONS THAT MAY BE ADMINISTRATIVELY VARIED IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C- ZONING ORDINANCE, TO AMEND SECTION 38.4 – APPLICATION REQUIREMENTS, IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.7 – CRITERIA FOR GRANTING VARIANCES IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.8 – PROCEDURES IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY, TO REPEAL CONFLICTING ORDINANCES, TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

WHEREAS, the City of Flowery Branch deems necessary to amend the Zoning Ordinance by amending Article 37 – Variances and Article 38 – Administrative Variances to clarify the criteria of variance considerations and procedures of variance applications; and

WHEREAS, the City Council finds that in the interests of the public, the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive, is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

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

SECTION 1.

Section 37.5 of Article 37 of Appendix C is hereby amended to read as follows:

“Sec. 37.5 – Criteria for Granting Variances.

1. Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that all of the following conditions exist. The City Council shall not approve a variance application unless it shall have adopted findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, and buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City’s Subdivision Ordinance (Appendix B) and the City’s Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City’s Subdivision Ordinance (Appendix B) or the City’s Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.
 - f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the purpose and intent of the City’s Subdivision Ordinance (Appendix B) and the City’s Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
 - a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district.
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit granted by the City Council.

- c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.
 - e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The City Council may attach reasonable conditions to a variance through the exercise of its legislative powers and police powers when necessary to prevent or minimize adverse impacts upon property or the environment or to further the purpose and intent of the City's Comprehensive Plan."

SECTION 2.

Section 38.2 of Article 38 of Appendix C is hereby amended to read as follows:

"Sec. 38.2 – Provisions that May Be Administratively Varied.

The following provisions of this zoning ordinance may be administratively varied by the Director of Planning and Community Development, in accordance with the criteria in Section 38.7, subject to the specific limitations of this Section:

- a) Front building setback for a principal building, reduction not to exceed seven (7) feet.
- b) Side building setback for a principal building, reduction not to exceed three (3) feet.
- c) Rear building setback for a principal building, reduction not to exceed five (5) feet.
- d) Setback for an accessory building, reduction not to exceed two (2) feet.
- e) Maximum height of a building, not to exceed five (5) feet above the applicable maximum.
- f) Parking above the maximum or twenty percent (20%) below the minimum required as specified in Table 21.3, on a case-by-case basis based upon the scale and impacts of the request, for good cause shown, as provided in Section 21.18 of this zoning ordinance.
- g) The maximum height of fences and walls, not to exceed a two (2) foot increase.
- h) Certain dimensional requirements of the TND zoning district, as specified in Table 7.2 of this zoning ordinance, may be administratively varied by the Director of Planning and Community Development, for one or more lots for detached, single-family dwellings only, as follows:

1. The required minimum lot size of 6,700 square feet may be reduced to 6,000 square feet (and the corresponding maximum density may be increased from 6.5 to 7.26 dwelling units per acre);
2. The required minimum lot width of forty-five (45) feet may be reduced to forty (40) feet;
3. The minimum lot depth may be reduced from eighty (80) feet to seventy (70) feet.”

SECTION 3.

Section 38.4 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.4 – Application Requirements.

Applications for administrative variance shall require submittal of an application meeting the requirements specified in this Section.

- a) Application fee as specified by this ordinance or established by resolution of the City Council;
- b) Application form furnished by the Director of Planning and Community Development, including signed and notarized signature of property owner;
- c) Legal description of the property;
- d) Survey plat of the property;
- e) Letter of intent describing the proposed use of the property or other action requested;
- f) Site plan of the property at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements;
- g) Statistics regarding the proposed development;
- h) Written analysis of how the proposed action compares to decision criteria specified for deciding on the subject type of application;
- i) Description of any special conditions voluntarily made a part of the request;
- j) A notarized letter of consent for proposed variance from adjoining property owners as required and;
- k) Other information as may be required by the Director of Planning and Community Development necessary to determine compliance with the City’s zoning or land use regulations or the purpose and intent of the City’s Comprehensive Plan.”

SECTION 4.

Section 38.7 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.7 – Criteria for Granting Variances.

1. Any applicant requesting consideration of an administrative variance shall provide a written justification that the following conditions exist. The Director of Planning and Community Development shall not approve an administrative variance application unless said Director issues written findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, or buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, create a hazard to air navigation, endanger the public safety or substantially diminish or impair property values within the neighborhood.
 - f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the general spirit and intent of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
 - a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit by the City Council.
 - c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-

conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.

- e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The Planning and Community Development Director may attach reasonable conditions to an administrative variance when necessary to prevent or minimize adverse impacts upon property or the environment.

SECTION 5.

Section 38.8 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.8 – Procedures.

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- (a) Director of Planning and Community Development shall review all completed applications, as described under Section 38.6.
- (b) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before fifteen (15) days following acceptance of a complete application.
- (c) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.
- (d) Any administrative variance issued by the Director not in conformity with the provisions of this Article shall be null and void.

SECTION 6.

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

SECTION 7.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 8.

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

Approved this ____ day of _____ 2026.

Oliver McClellan, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: March 19th, 2026

Subject / Code Section:

Ordinance 778 – Section 37.5. – Criteria for Granting Variances in Article 37- Variances, of Appendix C – Zoning Ordinance, Section 38.2 – Provisions That May Be Administratively Varied, Section 38.4 – Application Requirements, Section 38.7 – Criteria for Granting Variances, Section 38.8 – Procedures in Article 38 – Administrative Variances

Applicant: Planning and Community Development

EXECUTIVE SUMMARY

The current code sections governing Administrative Variances and City Council approved Variances contain several shortcomings. Ordinance 778 proposes text amendments to clarify the language related to variance criteria. These amendments to Article 37 – Variances and Article 38 – Administrative Variances are intended to provide clearer standards for evaluating variance requests and to streamline the procedures for variance applications.



Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that **one or more** of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that **one or more** of the following conditions exist:

This section uses “one or more” and the language should require all criteria be met as proposed:

Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that ~~one or more of~~ the following conditions **(s)** exist. The City Council shall not approve a variance application unless it shall have adopted findings that ~~one or more of~~ the following conditions exist:

The proposed change requiring all criteria to be met mirrors the same amendment outlined in Section 38.7:

Sec. 38.7. Criteria for Granting Variances.

Any applicant requesting consideration of an administrative variance shall provide a written justification that ~~one or more of~~ the following conditions **(s)** exist. The Director of Planning and Community Development shall not approve an administrative variance application unless it shall have adopted findings that ~~the one or more of~~ the following conditions exist:

Staff is proposing to rewrite the criteria for both code sections for clarification and guidance on approving variances. Currently, the criteria for variances is limited and does not provide enough structure:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;



- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends revising the language in Sections 37.5 and 38.7 to more clearly articulate the circumstances in which Variances may be approved:

1. Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that all of the following conditions exist. The City Council shall not approve a variance application unless it shall have adopted findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, and buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City's Subdivision Ordinance (Appendix B) or the City's Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.



- f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the purpose and intent of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
- a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district.
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit granted by the City Council.
 - c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.
 - e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The City Council may attach reasonable conditions to a variance through the exercise of its legislative powers and police powers when necessary to prevent or minimize adverse impacts upon property or the environment or to further the purpose and intent of the City's Comprehensive Plan."

Subsection 3 in Section 38.7 replaces City Council with Planning and Community Development Director since these are administratively approved:

- 3. The Planning and Community Development Director may attach reasonable conditions to an administrative variance when necessary to prevent or minimize adverse impacts upon property or the environment.

Based on staff's experience, newspaper publication is not necessary for Administrative Variances, even though it is currently required under Code Section 38:

- (b) At least fifteen (15) but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for



approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose.

Notice shall also be provided by first-class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same information as the published notice and shall be mailed using the USPS Certificate of Mailing at least fifteen (15) days prior to consideration by the Director.

Staff recommends striking this paragraph. In its place, staff advises that applicants be required to provide written consent from all adjacent property owners before an administrative variance may be approved. This requirement effectively functions as notice of the variance. If the applicant is unable to obtain the necessary consent, the matter shall be forwarded to the City Council for consideration as a full variance in a public hearing.

A notarized letter of consent for the proposed variance from adjoining property owners as required

Recommendation:

Staff recommends **APPROVAL** of the proposed Ordinance 778.

ORDINANCE NO. 779

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 779, TO REPEAL AND REPLACE ARTICLE 35. – PUBLIC HEARING PROCEDURES OF APPENDIX C- ZONING ORDINANCE, TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE, TO REPEAL CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

WHEREAS, the City of Flowery Branch deems necessary to amend the Zoning Ordinance by amending Article 35 – Public Hearing Procedures to clarify the procedures for public hearings; and

WHEREAS, the City Council finds that in the interests of the public, the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive, is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:

SECTION 1. AMENDMENT.

Article 35- Public Hearing Procedures of Appendix C- Zoning Ordinance, is hereby repealed and replaced to read as is shown on attached Exhibit “A”.

SECTION 2. SEVERABILITY.

Public Hearing Published 03/04/2026
Public Hearing 03/19/2026

First Reading 03/19/2026
Second Reading 04/02/2026

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

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 4. REPEALER.

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

Approved this _____ day of _____, _____.

Oliver McClellan, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Exhibit “A”

ARTICLE 35. PUBLIC HEARING PROCEDURES

Sec. 35.1. Applicability.

Any public hearing required by this zoning ordinance for an application for rezoning (amendment to the official zoning map), conditional use, variance (whether filed individually or concurrently with another application), any zoning ordinance brought forward by a member of the governing authority or city administration, and administrative appeal shall be called and conducted in accordance with the procedures of this Article. Nothing contained in this Article shall be construed as prohibiting a presiding officer from conducting a public hearing in a fair, orderly, and decorous manner.

Sec. 35.2. Presiding Officer.

The presiding officer shall preside over the public hearing. In the case of the Governing Body, the Mayor shall preside, or in the absence of the Mayor, the Mayor Pro-Tem shall preside. If neither is present to preside, another member of the Governing Body shall be designated to preside.

Sec. 35.3. Opening of Public Hearing.

- (a) The presiding officer shall indicate that a public hearing has been called on one or more applications made, shall summarize the processes required by this zoning ordinance, and shall open the public hearing.
- (b) Thereupon, the presiding officer shall call the first case and the hearing body shall consider each application on an individual basis in succession as printed on the published agenda or as otherwise approved by the hearing body; provided, however, that the presiding officer may at his or her discretion call and consider more than one application simultaneously when more than one application involves the same piece of property, and when proceedings would be efficiently completed by combining separately required public hearings and discussing more than one scheduled matter as a single group of applications, subject to the limitations on decisions involving simultaneous processing of applications as specified in this zoning ordinance.

Sec. 35.4. Report of Zoning Administrator.

Upon opening the public hearing, the presiding officer shall recognize the Zoning Administrator, who shall provide a summary of the application and present any recommendations or results of investigations. Upon recognition by the presiding officer, any member of the Governing Body may ask questions of the Zoning Administrator.

Sec. 35.5. Proponents.

- (a) When an individual application comes up for hearing, the presiding officer may ask for a show of hands of those persons who wish to appear in support of the application. If it appears that the number of persons wishing to appear in support of the application is in excess of that which may reasonably be heard, the presiding officer may request that a spokesperson for the group be chosen to make presentations.

- (b) Following the report of the Zoning Administrator, the presiding officer shall first recognize the applicant or his or her agent, spokesperson, or each of them, who may present and explain the application.
- (c) There shall be a minimum time period of ten (10) minutes per application at the public hearing for the proponents, which includes the applicant or their agent, to present data, evidence, and opinions; however, the Governing Body shall not be obligated to provide the full ten-minute period to the proponents if they elect not to use that much time. Any member of the Governing Body upon recognition by the presiding officer may ask questions of the applicant or agent of the applicant, or anyone else speaking in favor of an application. The period of time during which the governing body asks questions of the applicant or agent of the applicant or others wishing to speak in support and those in support answer such questions shall not count towards the time limit for the proponents.
- (d) Prior to speaking, each speaker will identify him or herself and state his or her current address. Each speaker may speak only to the proposed application under consideration and shall address his or her remarks only to the hearing body. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed application under consideration. The presiding officer may limit or refuse a speaker the right to continue if, after first being cautioned, the speaker continues to violate this procedure.

Sec. 35.6. Opponents.

- (a) At the conclusion of comments made by proponents, the presiding officer shall allow those wishing to speak in opposition to address the governing body. If it appears that the number of persons wishing to speak in opposition exceeds that which may reasonably be heard, the presiding officer may request that a spokesperson be selected for the group.
- (c) There shall be a minimum time period of ten (10) minutes per application at the public hearing for the opponents to present data, evidence, and opinions and ask questions; however, the Governing Body shall not be obligated to provide the full ten-minutes per application to the opponents if they elect not to use that much time.
- (d) Prior to speaking, each speaker will identify him or herself and state his or her current address. Each speaker may speak only to the proposed application under consideration and shall address his or her remarks only to the hearing body. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed application under consideration. The presiding officer may limit or refuse a speaker the right to continue if, after first being cautioned, the speaker continues to violate this procedure.
- (e) Upon recognition by the presiding officer, any member of the Governing Body may ask questions of anyone speaking in opposition. The period of time during which the governing body asks questions of anyone speaking in opposition and those in opposition answer such questions shall not count towards the time limit for the opponents.

Sec. 35.7. Applicant's Final Comments.

At the conclusion of testimony from opponents, the applicant or his or her agent, or both, shall be allowed a short opportunity to provide final comments and remarks if there is any time remaining from the ten (10) minutes originally afforded to the proponents. Any member of the Governing Body upon recognition by the presiding officer may ask questions of the applicant, his or her agent, or both. The period of time during which the governing body asks questions of the applicants and the applicants respond to such questions during final comments shall not count towards the time limit for the applicants.

Sec. 35.8. Close of Hearing.

The presiding officer, may, in his or her discretion, allow additional time for comments on an application, provided however, that an equal amount of additional time shall be afforded to proponents and opponents. After the foregoing procedures have been completed, the presiding officer will indicate that the public hearing is closed. Upon the closing of the public hearing, the applicant or his agent and any member of the public shall no longer address the Governing Body in any way, including hand waving or motions for attention.

Sec. 35.9. Decision.

- (a) At the conclusion of the hearing, with respect to any ordinance pending before the governing body associated with an application (including any zoning or land use ordinance before the governing authority due to the action of the governing body or city administration), the governing authority may:
- i) Vote to deny its passage regardless of whether the ordinance is before the governing body for a first or second read, provided that a denial of the ordinance upon its first read shall preclude the necessity of a second reading, and such denial shall be considered final action; or
 - ii) Allow an ordinance that has only had one read to advance to a second reading, provided that any ordinance not denied after the first reading shall advance to a second reading and appear as an agenda item at the next regular meeting of the governing authority notwithstanding whether the governing authority voted to advance the ordinance to a second reading; or
 - iii) Vote to amend an ordinance regardless of whether the ordinance is before the governing body for a first or second read, provided that final approval of an amended ordinance shall require an affirmative vote after a second reading; or
 - iv) Vote to postpone the second reading of an ordinance or vote to postpone the final vote regarding an ordinance after a second reading, provided that such postponement and final vote shall be held no more than ninety (90) days from the date of the public hearing.

- (b) After hearing evidence, in making a decision, the Governing Body shall apply the evidence to the criteria specified in this zoning ordinance for the application in question and other considerations and recommendations as may be considered appropriate. It shall be the duty of the applicant to carry the burden of proof that approval of the proposed application will promote the public health, safety, morality or general welfare.
- (c) If the hearing body determines from the evidence presented by the applicant has shown that the proposed application promotes the health, safety, morals, and general welfare under applicable criteria, then the application shall be granted, subject to those reasonable conditions as may be imposed by the Governing Body on its own initiative or as recommended by the Zoning Administrator. Otherwise, such application shall be denied.
- (d) In cases where one or more companion applications are submitted and the Governing Body attaches conditions to the application, such conditions shall, unless specifically stated otherwise, become conditions of approval for each companion application.



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: March 19th, 2026

Subject / Code Section:

Ordinance 779 – Article 35. – Public Hearing Procedures

Applicant: Planning and Community Development

EXECUTIVE SUMMARY

The existing code sections governing Public Hearing Procedures require clarification and updates. Staff recommends revising several portions of the article with straightforward text amendments to improve readability and consistency. The primary purpose of Ordinance 779 is to formally codify the procedures applicable to ordinance considerations. In accordance with Code Section 2.12, an ordinance may not be adopted on the same day it is introduced. This Ordinance establishes the procedures governing consideration from first reading through second reading. Notwithstanding this process, the governing body retains the authority at the time of first reading to issue a vote to deny or to defer the Ordinance upon its initial introduction.

Sec. 35.9. Decision.

- a) ~~Once the public hearing is closed, the Governing Body may either vote on the ordinance or postpone the vote to a later meeting, consistent with the requirements of this zoning ordinance. If the vote is deferred, the time, date, and location for further consideration must be announced during the same meeting in which the public hearing occurred. In accordance with Part I, Chapter, Article II – Government Structure, Section 2.12 regarding ordinance procedures, an ordinance cannot be adopted on the same day it is introduced. If the Governing Body intends to adopt the ordinance, the vote must take place at the next meeting held in the following month after its introduction.~~

At the conclusion of the hearing, with respect to any ordinance pending before the governing body associated with an application (including any zoning or land use ordinance before the governing



authority due to the action of the governing body or city administration), the governing authority may:

- i) Vote to deny its passage regardless of whether the ordinance is before the governing body for a first or second read, provided that a denial of the ordinance upon its first read shall preclude the necessity of a second reading, and such denial shall be considered final action; or
- ii) Allow an ordinance that has only had one read to advance to a second reading, provided that any ordinance not denied after the first reading shall advance to a second reading and appear as an agenda item at the next regular meeting of the governing authority notwithstanding whether the governing authority voted to advance the ordinance to a second reading; or
- iii) Vote to amend an ordinance regardless of whether the ordinance is before the governing body for a first or second read, provided that final approval of an amended ordinance shall require an affirmative vote after a second reading; or
- iv) Vote to postpone the second reading of an ordinance or vote to postpone the final vote regarding an ordinance after a second reading, provided that such postponement and final vote shall be held no more than ninety (90) days from the date of the public hearing.

Staff Recommendation:

Staff recommends **APPROVAL** of Ordinance 779 – Article 35 – Public Hearing Procedures.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Change Order #1 to Contract with Cornerstone Mechanical, LLC for 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation

DATE: February 27, 2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$12,875.00

COUNCIL ACTION REQUESTED ON: March 19, 2026

PURPOSE: The purpose of this item is to accept Change Order #1 an increase of \$12,875.00 to the contract for the rehabilitation of two lift stations; Portsmouth located at 7065 Valley Forge Dr and Tidewater located at 6212 Mitchell St.

HISTORY: The City of Flowery Branch sought proposals to rehabilitate Tidewater and Portsmouth Lift Stations. Both stations are over 20 years old.

The City of Flowery Branch received one (1) proposal, that belonged to Cornerstone Mechanical, LLC. The contractor has been a supplier of proposed pumps for over 50 years.

Contract was awarded to Cornerstone Mechanical, LLC on July 17, 2025 in the amount of \$205,993.00

FACTS AND ISSUES: Cornerstone Mechanical was preparing to begin the equipment rehabilitation at the Tidewater Lift Station in February. During a site visit, the controls technician identified an electrical miscalculation affecting both the existing control panel and the newly fabricated replacement panel. The wiring configuration and electrical values on the current panel did not align with those of the new panel intended for installation.

To resolve this issue and ensure proper system operation, Cornerstone Mechanical will need to replace wiring, circuit breakers, and several additional electrical components on the upgraded control panel. These modifications are necessary to bring the system into alignment and allow the project to proceed efficiently.

Excess funds will be pulled from the Oakwood Industrial Lift Station Rehabilitation project. That project is complete and has a remaining balance of \$63,449.00.

OPTIONS:

1. Approve Change Order #1 with Cornerstone Mechanical, LLC.
2. Do approve Change Order #1 with Cornerstone Mechanical, LLC.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Change Order #1 with Cornerstone Mechanical, LLC for the Tidewater & Portsmouth Lift Stations Rehabilitation project.

DEPARTMENT: Finance

Prepared by: Nancy Rodriguez



CONTRACT AGREEMENT

25-005 TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

This Agreement made and entered into this 17 day of July, in the year 2025, by and between The City of Flowery Branch, Georgia, having its principal place of business at 5410 Pine St, Flowery Branch, Georgia and **CORNERSTONE MECHANICAL, LLC** ("Contractor") located at 101 Devant Street, Suite 804 Fayetteville, GA 30214

WHEREAS, the City of Flowery Branch is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Flowery Branch; and

WHEREAS, the City of Flowery Branch has caused **RFP 25-005** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **RFP 25-005**; and

WHEREAS, the Contractor's submittal was deemed by the City of Flowery Branch to be the most responsible and responsive per the scope of work; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Work**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A - SCOPE OF SERVICE
EXHIBIT B - COST PROPOSAL
EXHIBIT C - W-9
EXHIBIT D - CERTIFICATE OF INSURANCE
EXHIBIT E - E-VERIFY AFFIDAVIT
EXHIBIT F - CONTACT INFORMATION
EXHIBIT G - ADDENDUMS
EXHIBIT H - CONTRACTOR'S OATH

2.0 Compensation

- 2.1 Pricing. The Contractor will be paid for the services sold pursuant to the Contract in accordance with the BID and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **"Exhibit B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$205,993.00**,
- 2.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to APInvoices@flowerybranchga.org and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

- 2.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.
- 2.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

3.0 Duration of Contract

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 terms of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services until all

services are rendered. All invoices postmarked by the City during said term shall be filed at the 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.

4.0 Independent Contractor

- 4.1** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Flowery Branch. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Flowery Branch Representative within ten (10) day after issuance.
- 4.2** Inasmuch as the City of Flowery Branch and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Flowery Branch without the express knowledge and prior written consent of the City.

5.0 Indemnification

- 5.1** The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, Subcontractors, Contractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 5.2** Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

6.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Flowery Branch Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements

are not remedied City of Flowery Branch has the right to cancel this Agreement with no additional obligation to Contractor. The deadline for project completion shall be 126 days after receipt of a Notice to Proceed from the City. For every day after 126 that the project remains incomplete, the City shall assess liquidated damages of \$200 per day.

6.1 Final Completion, Acceptance, and Payment

- (a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- (b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- (c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

7.0 Changes

The City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

8.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

9.0 Insurance

- 9.1 The Contractor shall, at its own cost and expense, obtain and maintain the following minimum insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact

business in the State of Georgia.

▪ Workers' Compensation	Statutory Minimum \$100,000/accident
▪ Employers Liability	\$1,000,000
▪ Bodily Injury Liability	\$1,000,000
▪ Except Automobile	\$1,000,000 aggregate
▪ Property Damage Liability	\$1,000,000 each occurrence
▪ Except Automobile	\$1,000,000 each occurrence
▪ Automobile Bodily Injury	\$1,000,000 each person
▪ Liability	\$1,000,000 each occurrence
▪ Automobile Property	
Damage Liability	\$1,000,000 each occurrence
▪ Excess Umbrella Liability	\$2,000,000 each occurrence

- 9.2** Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

10.0 Termination

- 10.1** Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (d) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

- 10.2** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (a) The Contractor fails to deliver or has delivered nonconforming goods or services or

fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- (b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

10.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (a) Immediately terminate the Contract without additional written notice; and/or
- (b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

10.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

10.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

10.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

11.0 Claims and Dispute Resolution

11.1 Claims Procedure.

- (a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (b) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect)

impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

- (d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (f) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

11.2 Arbitration.

- (a) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- (b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 - (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - a. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Hall County.

- b. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- c. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Hall County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- d. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

12.0 Confidential Information

12.1 Access to Confidential Data. The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (d) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement.

Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 12.2** No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 12.3** Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 12.4** Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 12.5** Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

13.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the BID, as amended, and the Contractor's submittal, the language in the former shall govern.

- 13.1** Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

14.1 Federal Requirements.

- (a) Federal Compliance Regulations.

Federal regulations apply to all City of Flowery Branch contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the

following Federal requirement as they apply to:

- (1) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 12466, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (2) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
- (3) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
- (4) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

14.2 Georgia Security and Immigration Compliance Act

- (a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify

information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.

- (b) The Contractor further certifies that any Subcontractors employed by Contractor for the performance of this agreement has executed an appropriate Subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each Subcontractor.
- (c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

15.0 Bonding Requirements

Bid, performance and payment bonds shall be required for all contracts where the cost is one-hundred thousand dollars (\$100,000.00) or greater as required per O.C.G.A. § 36-91-50.

(a) Bid Bonds

- (1) The bid bond must be in an amount of not less than 5 percent of the total amount payable by the terms of the contract. In lieu of a bid bond, the city may accept a cashier's check, certified check, or cash deposit in an amount of not less than 5 percent of the total amount payable by the terms of the contract. If the contract does not exceed \$750,000.00, the city may also accept an irrevocable letter of credit in lieu of the bid bond. No bid or proposal shall be considered to be complete unless a bid bond has been submitted. O.C.G.A. § 36-91-50(d). If a bid bond is required and the contractor fails to provide it, the contract shall be invalid. O.C.G.A. § 36-91-50(d). The city must approve the form and solvency of the surety prior to acceptance of the bid or proposal. O.C.G.A. § 36-91-40(a)(2).

(b) Performance Bonds

- (1) The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. O.C.G.A. § 36-91-70. If the public works construction contract is less than \$750,000.00, the local government may accept an irrevocable letter of credit instead of a performance bond. O.C.G.A. § 36-91-71. No public works construction contract requiring a performance bond shall be valid for any purpose unless the contractor shall give such performance bond. O.C.G.A. § 36-91-70. The affected city may recover any damages resulting from the contractor's breach by filing an action within one year of the completion of the project and acceptance of the work. O.C.G.A. § 36-91-72. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

(c) Payment Bonds

- (1) The payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90. In lieu of a payment bond, the city may

accept, in its discretion, a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract. O.C.G.A. § 36-91-90. No public works construction contract requiring a payment bond shall be valid for any purpose. O.C.G.A. § 36-91-91. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Flowery Branch's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- (a) The Contractor has made false certification herein; or
- (b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Flowery Branch all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Flowery Branch pursuant

hereto.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

22.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF FLOWERY BRANCH:

By: Edward R. Asbridge

Title: Mayor

Name: Edward R. Asbridge

Date: 7/17/2025

CONTRACTOR: CORNERSTONE MECHANICAL, LLC

By: Andrea L Schmid

Title: Vice President

Name: Andrea Schmid

Date: 7/1/25

Attest:

Shelia Cooper
Shelia Cooper, City Clerk



Approved as to form:

Ted Baggett
Ted Baggett, City Attorney

EXHIBIT A

TO CONTRACT BETWEEN CITY OF FLOWERY BRANCH AND CORNERSTONE MECHANICAL, LLC FOR TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

REFERENCE: RFP# 25-005 SCOPE OF WORK

The following Scope of Work outlines the required tasks the Contractor is expected to perform and include in their quotes. Contractor shall perform all services provisioned under the contract in a skillful and competent manner.

The Contractor shall provide the City with monthly invoices upon the completion of services. The Contractor shall assign a Project Manager who will meet with City staff on a quarterly basis.

Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive.

Proposals shall include the following:

- A. Completed Proposal Information Sheet
- B. Pump Curve showing Head vs. Flow on the X-Y axis and including HP, efficiency, and recommended impeller model/diameter
- C. Manufacturer's Catalog Information
- D. Warranty Information
- E. List of Model Reference Installations including:
 - 1. Location
 - 2. Design Flow/Head
 - 3. Number of Units
 - 4. Date of Operation
 - 5. Reference Contact Information
- F. Make, Model, Weight, and Horsepower of each pumping system
- G. Identification of Materials of Construction for:
 - 1. Impeller & insert ring
 - 2. Pump housing
 - 3. Mechanical seals
- H. Dimensional Plan and Sections
- I. Inlet and Discharge Piping sizes
- J. Electric Motor Nameplate Data
- K. Painting/Coating Information
- L. Maintenance Requirements and Frequencies
 - 1. Narrative of how Required Maintenance Activities are to be performed (include parts that are to be removed to provide access for maintenance, etc.)
- M. Control Panel Information – see Equipment Specifications
- N. Miscellaneous/Installation Services – see Equipment Specifications

I. Equipment Specifications a. Tidewater Lift Station

- i. Two (2) submersible pumps:
 - Pumps to be Flygt NP 3127 MT 3~ (439 impeller) or approved equal
 - Proposed Design Point (single pump running): 385 gpm @ 42' total dynamic head
 - Future Design Point (single pump running): 465 gpm @ 46.5' total dynamic head
 - Voltage: 480V
 - ii. One control panel (see Controls/Panel Specifications below)
 - b. Portsmouth Lift Station
 - i. Two (2) submersible pumps:
 - 1. Pumps to be Flygt NP 3127 MT 3~ (487 impeller) or approved equal
 - 2. Proposed Design Point (single pump running): 125 gpm @ 88' total dynamic head
 - 3. Voltage: 240V
 - ii. One control panel (see Controls/Panel Specifications below)
 - iii. Two sets of Stainless-Steel Guide Rails (to replace the existing galvanized guide rails) approximately 15' deep – installation by others.
 - c. Controls / Panel Specifications:
 - i. NEMA 4X S.S. enclosure
 - ii. SC100 Pump Controller
 - iii. Microprocessor-based; not battery-dependent
 - iv. *Items Applicable to Portsmouth LS Control Panel Only – Not Required for Tidewater LS Control Panel:*
 - 1. (2) VFDs for the 10 hps pumps (VFDs to have 20% power margin above required power). VFDs are used for conversion of single phase power to three phase; they will not be used to vary the speed of the pump.
 - 2. AC unit(s) to cool the panel to 80-deg
 - 3. Panel sized to accommodate the VFDs.
 - 4. Soft Starters not required.
 - v. Soft Starters – Tidewater panel only (not required at Portsmouth)
 - vi. Primary level transducer
 - vii. Two-float backup level switch
 - viii. Lead/lag/high operation
 - ix. Leakage and temperature sensors
 - x. Main circuit breaker
 - xi. Hour meter for each pump
 - xii. Pump start counter for each pump
 - xiii. Control transformer
 - xiv. Intrinsically safe barriers
 - xv. Alternator for two pumps
 - xvi. Pump fault and run lights
 - xvii. HOA switch
 - xviii. Mini power zone for auxiliary equipment
 - xix. As-built drawings provided on inside of panel

II. Installation / Miscellaneous Services

- a. Start-up services shall be provided by the manufacturer, and all costs included in their Proposal price:

- i. Performance testing & certification
 - ii. Wiring & configuration verification
 - iii. Pump system start-up
 - iv. Training
 - v. Parts list & manuals
- b. The existing RACO Alarm Agent will need to be connected to the control panel for:
 - i. Power failure
 - ii. Generator running
 - iii. High level alarm
 - iv. Low level alarm
 - v. Pump failure alarm

III. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- A. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- B. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- C. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. The contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment.

LIST OF LOCATIONS

Location	Address:	Schedule:
Portsmouth Lift Station	7065 Valley Forge Dr, Flowery Branch, GA 30542	Monday – Friday
Tidewater Lift Station	6212 Mitchell St, Flowery Branch, GA 30542	Monday – Friday

All services, unless otherwise approved, must be conducted during business hours on scheduled set days.



EXHIBIT B

**TO CONTRACT
BETWEEN CITY OF FLOWERY BRANCH AND
CORNERSTONE MECHANICAL, LLC
FOR TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION**

**REFERENCE: RFP# 25-005
COST PROPOSAL**

**City of Flowery Branch
BID CERTIFICATION
RFP 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation**

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 60 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

SEE PAGE 15

Please attach specific pricing details that itemize costs by task, including contractor staff time and hourly rates, and other direct costs (materials, supplies, etc.). (In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:

Joe Pope
Unofficial Witness

By: Andrea L Schmid
(Person authorized to sign binding contract)

Title: Vice President

Arlene McWaters
Notary Public
Commission Expires 2/24/29

Attest: Chris Lee
(Officer of Company if Corporation)

Title: PRESIDENT



Company Name:

Cornerstone Mechanical LLC

COST PROPOSAL INFORMATION SHEET

REFERENCE RFP #25-005

Company Name:	Cornerstone Mechanical	
Proposer Address:	101 Devant Street, Suite 804, Fayetteville Ga 30214	
Proposer Contact:	Andy Bramlett	
Proposer Telephone Number:	Cell 404-944-2988 or Office 770-742-3321	
Proposer Email Address:	andy@cornerstone-mechanical.com	
Number of Years as a Supplier of a Pump of this Type:	Cornerstone Mechanical 4 years Ebara 50+ years	
Pump Model:	2 each- 100DLMKFU67.54 460 volt 2 each - 80DLCMKFU6112 208/230 volt	
Equipment Price: <i>(including manufacturing, materials, labor, delivery/freight, startup services, performance test, operator training, etc.)</i>	2 each- 100DLMKFU67.54 460 volt 2 each - 80DLCMKFU6112 208/230 volt Total	US Dollars \$86,229.00 \$119,764.00 \$205,993.00
Submittal Lead Time from Purchase Order:	Submittal turn-around time is 10 business days	10 Days
Equipment Lead Time from Approved Submittal:	Lead times for both pumps is currently at 6-8 weeks.	42-56 Days
Refunds/discounts to the City in the event the proposed lead times are exceeded		\$2/Day \$/Day
Travel/site time included for manufacturer's representative services (such as pump startup):		2 Trips 4 Days Trips/days

- **Flowery Branch Bullet Points**

1.Expected Performance Based on HP and Efficiency

- A. Portsmouth- 15HP motor has been selected. This motor with the given flow rate, head and given speed will operate in, the motor efficiency for the selected 80DLCMKFU611 is at 34.54%. (See attached power curve)

Tidewater- 10HP motor has been selected. This motor with the given flow rate, head and given speed will operate in, the motor efficiency for the selected 100DLMKFU67.5 is at 64.86%. (See attached power curve)

Space constraints or restrictions are extremely minimal given the sizing that was given at the time of quotation. Events that could reflect on pump performance are items such as extreme rain events, or system issues caused by excessive material in the well while pumping, such as heavy rags or construction type materials.

2.Ability to Accommodate Future Design Points

- A. In both pump stations that are quoted there is room for future head and flow.

Portsmouth-Based of what is quoted for current pumping needs, this pump has the capability to handle increase flows up to 225 GPM with 15 ft. of head by going to the next impeller size up.

Tidewater- Based of what is quoted for current pumping needs, this pump has the capability to handle increase flows up to 150 GPM with 10ft. of head by going to the next impeller size up.

Both Portsmouth and Tidewater pump stations pump that are selected have enough room on the curve for increased output if needed due to unforeseen

events. As stated above, for future needs, by going to an increased impeller size will give increase flows and head for those needs to increase longevity of the pumps to accommodate, given if there are no changes to the well or conditions entering the well. As with any pump MFG, any design changes would have to be worked with the MFG to ensure that the given pump will meet the new design criteria.

3.Expected Reliability

Ebara is a 113-year-old pump manufacturer that has produced the DLKFU pumps for 20 years. This pump is considered one of our “work horse” pumps that has seen great success with many different applications over the years. Ebara carries extensive stock in pumps and parts to service our multi market members in North America. Ebara Pumps Americas Corporation is headquartered in Rock Hill, SC., with all cast iron products being assembled at this plant. Ebara not only services the municipal market but also Industrial and commercial.



Andrea Schmid
Cornerstone Mechanical
andrea@cornerstoneh2o.com
770-742-3321

Date: July 2, 2025

RE: 25-005 Tidewater and Portsmouth Lift Station Rehab
City of Flowery Branch GA

To Whom it May Concern:

Please see the schedule below for the above referenced project at Flowery Branch GA.

Lead time for submittals: 2 weeks

Approval of submittals: 4 weeks

Lead time for pumps after submittal approval: 8 weeks + 1 week for shipping

Time to do the work at both pump stations: 2 weeks

Time for startup: 1 week

Total for project: 18 weeks or 126 days

Regards,

A handwritten signature in dark ink that reads "Andrea Schmid". The signature is written in a cursive, flowing style.

Andrea Schmid

City of Flowery Branch

5410 Pine St.

Flowery Branch, GA. 30542

Attn: Nancy Rodriguez

Phone: (770-967-6371)

Nrodriguez@flowerybranchga.org

RFP No. 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation

Tidewater Lift Station

1. Mobilize to Flowery Branch Tidewater Lift Station
2. Provide and install 1 open trailer diesel bypass pump and accompanying hoses
3. Setup bypass for the duration of the work
4. Provide and install 2 each Ebara 100DLMKFU67.54 460V
 - Construction Details
 - Phase: Three Voltage: 460V 10HP Motor
 - Standard Mechanical Seal Material: Carbon-Ceramic-NBR Upper / Silicon CarbideSilicon Carbide-NBR Lower
 - Impeller Trim: Impeller Trim Required Imp Diameter - Shroud Side: 9.45 in
 - FLYGT Adapters: 4"
 - Accessories Accessories: Monitor Relay
 - Lifting Chain: Stainless Steel 9mm x 20' Lifting Chain
 - Cable Length: Standard 50ft (includes power & sensor cables)
(See attached data sheets for pump curve information)
5. Provide and install 1 each Duplex, Transducer Operated Control Panel with 2 float backup and SC100 Pump Controller
 - See attached data sheets for a full list of control panel components
6. Provide and install 2 new floats
7. Perform Startup Services

Equipment Package.....	\$52,429
Bypass Pumping.....	\$9,450
Installation.....	\$21,850
Startup Services.....	\$2,500

Total.....	\$86,229
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Portsmouth Lift Station

1. Mobilize to Flowery Branch Portsmouth Lift Station
2. Provide and install 2 each Ebara 80DLCMKFU6112 208/230V
 - Construction Details
 - Phase: Three Voltage: 208/230V 15HP Motor
 - Standard Mechanical Seal Material: Carbon-Ceramic-NBR Upper / Silicon CarbideSilicon Carbide-NBR Lower
 - Impeller Trim: Impeller Trim Required Imp Diameter - Shroud Slide: 10.43 in
 - FLYGT Adapters: 3"
 - Accessories Accessories: Monitor Relay
 - Lifting Chain: Stainless Steel 9mm x 20' Lifting Chain
 - Cable Length: Standard 50ft (includes power & sensor cables)
(See attached data sheets for pump curve information)
3. Provide and install 2 sets of 304 Stainless Steel Guide Rail Pipes to replace Galvanized rails – No intermediate brackets, less than 20ft length
4. Provide and install 1 each Duplex, Transducer operated with 2 float backup system Control Panel with SC100 Pump Controller and VFDs to convert single phase power to 3 phase
 - See attached data sheets for a full list of control panel components
5. Provide and install 2 new floats
6. Perform Startup Services

Equipment Package.....	\$105,091
Rails.....	\$3,200
Installation.....	\$8,973
Startup Services.....	\$2,500

Total..... \$119,764

Cornerstone Mechanical

101 Devant St. Unit 804, Fayetteville, GA 30214

Contact – Andy Bramlett

Cell: 404-944-2988

Office: 770-742-3321

Supervisor Service Rates Daily Rate.....\$1,500

Hourly Rate.....\$150

Overtime Rate.....\$225

Senior Mechanic Daily Rate.....\$1,200

Hourly Rate.....\$120

Overtime Rate.....\$200

Mechanic Rate Daily rate.....\$925

Hourly Rate.....\$92.50

Overtime Rate.....\$138.75

Confined Space Entry adds \$750/day to any job

Daily Rate for a two man crew, tools, and 6000lb. crane truck.....\$2,675

Provide a 40 ton boom truck can handle that at 45' radius with operator \$2,850 per 8 hour day on site Monday - Friday. Any time after 8 hours on site would be an additional \$300 per hour. All rates begin at the time of Technicians departure and end when they arrive back at the office. 4 hour minimums apply to all services.

END EXHIBIT B

EXHIBIT C - W-9

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cornerstone Mechanical LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 3095

6 City, state, and ZIP code

Peachtree City GA 30269

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

9 2 - 0 3 0 0 0 9 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Andrea L. Schmid

Date

2-19-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Townley Kenton, Inc 125 Clairemont Ave. Ste 520 Decatur, GA 30030	CONTACT NAME: PHONE (A/C, No, Ext): (404) 377-7774 E-MAIL ADDRESS: rob@townleykenton.com		FAX (A/C, No): (404) 377-8517
	INSURER(S) AFFORDING COVERAGE		
INSURED Cornerstone Mechancial, LLC P.O. Box 3095 Peachtree City, GA 30269	INSURER A : Ironshore Specialty Insurance Company		NAIC # 25445
	INSURER B : State Auto Insurance Co.		25135
	INSURER C : Summit Consulting		10335
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	IEPUW0030996400	9/16/2024	9/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		10193831CA	12/11/2024	12/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		XSCUW0030996500	9/16/2024	9/16/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0521-23804	10/6/2024	10/6/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		IEPUW0030996400	9/16/2024	9/16/2025	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Flowery Branch GA
5410 Pine Street
Flowery Branch, GA 30542

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MLT

EXHIBIT E

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF FLOWERY BRANCH has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2041033

Federal Work Authorization User Identification Number

12-14-2022

Date of Authorization

Cornerstone Mechanical LLC

Name of Contractor

Flowery Branch Pump Stations

Name of Project

City of Flowery Branch

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2025 in Fayetteville (city), GA (state).

By: Andrea L Schmid
Signature of Authorized Officer or Agent

Andrea L Schmid
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

1 day of July, 2025

Angene McWaters
NOTARY PUBLIC

My Commission Expires:

Feb. 24, 2029



EXHIBIT F

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: Cornerstone Mechanical LLC

Doing Business As (DBA): _____

Federal Employee ID Number (FEIN): 92 - 0300092 -

Address:

101 Devant St
Suite 804
Fayetteville GA 30214

Mailing Address (if different)

PO Box 3095
Peachtree City GA 30269

Contractor Information:

Primary Contact Person: Andy Bramlett
Title: VP Sales
Telephone Number: 404 944 2988
E-mail Address: andy@cornerstone-mechanical.com

Secondary Contact Person: Andrea Schmid
Title: VP Operations
Telephone Number: 678 457 3816
E-mail Address: andrea@cornerstoneh2o.com

Preferred Contact for Administration (i.e. Document Processing) (Choose One)

☐ Primary Contact ☒ Secondary Contact

Signature: Andrea L Schmid Date: 7/1/2025



CITY OF FLOWERY BRANCH**ADDENDUM ACKNOWLEDGEMENT**

RFP 25-005

TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number

Dated

Acknowledge Receipt (Initial)

1
2

March 25, 2025
March 31, 2025

AS
AS

☐ NO ADDENDA WERE RECEIVEDCOMPANY NAME: Cornerstone MechanicalCONTACT PERSON: Andrea SchmidADDRESS: 101 Devant St Suite 804CITY: Fayetteville STATE: GA ZIP: 30214PHONE: FAX: 770 742 3321EMAIL ADDRESS: andrea@cornerstoneh2o.comSIGNATURE: Andrea L Schmid DATE: 4-17-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.

EXHIBIT H
CONTRACTOR'S OATH

COMES NOW, Cornerstone Mechanical LLC ("Contractor"),
[name of Contractor]

appearing by and through Andra L Schmid,
[name of individual with authority to bind Contractor]

its VP Operations ("Individual And Representative Affiant"), and
[title]

Andy Bramlett
Christopher Keever

[insert the names of all those required to give the oath]

(collectively, "Individual Affiants"), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated

Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.
3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This 1 day of July, 2025.

By: Andrea L Schmid, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: Andrea L Schmid Title: VP Operations

Individual Affiants' signatures and names:

Andy Bramlett
Name:

Chris Keever
Name:

Name:

[Signature]
Name

Christy S. Keever
Name:

Name:

Subscribed and Sworn before me on this

1 day of July, 2025.

Arlene McWaters
NOTARY PUBLIC

My Commission Expires:

Feb. 24, 2029





City of Flowery Branch

5410 Pine Street
Flowery Branch, Georgia 30542
PH: 770-967-6371

PURCHASE ORDER

PO Number: PO-000446

Date: 07/22/2025

Requisition #: PO-000446

Vendor #: 04332

ISSUED TO: Cornerstone Mechanical, LLC
101 Devant St Suite 804
Fayetteville, GA 30214
PH: (404) 944-2988
Email: Andy@Cornerstone-Mechanical.com

SHIP TO: Flowery Branch Water Wastewater Treatment Pla
5572 Atlanta Hwy
Flowery Branch, GA 30542

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	Tidewater Lift Station Rehab	308-0000-541530	50290		86,229.00
2	Portsmouth Lift Station Rehab	308-0000-541530	50290		119,764.00

Tidewater & Portsmouth Lift Stations Rehab Project

SUBTOTAL:	205,993.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	205,993.00

Finance Director

1. Original invoice plus one copy must be sent to: City of Flowery Branch 5410 Pine Street, Georgia 30542
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City of Flowery Branch.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City of Flowery Branch is exempt from all federal excise and state tax - ID# 58-0915163

The City of Flowery Branch
None
5410 Pine Street
Flowery Brance, GA 30542

Date: Feb 27, 2026
Expiration Date: Mar 26, 2026
Status: Estimate
Reference: Attn: Peter Woerner

Field Services

1. Mobilize to site with all required tools, materials, and personnel to complete panel modifications and repairs.
2. Provide and install:
 - o (1) HDL36100 Circuit Breaker
 - o (2) HDL36040 Circuit Breakers
 - o (4) ATS480D32Y Components (soft starter / associated units)
3. Remove and replace wiring from the main breaker to the motor breakers and from the motor breakers to the motor starters as required.
4. Remove and replace wiring from the main breaker to the motor breakers and from the motor breakers to the motor starters as required.
5. Provide and install all necessary conductors, lugs, terminals, and miscellaneous electrical supplies required for a complete and operational installation.
6. Perform complete installation, termination, and testing of all components.
7. Verify proper operation of breakers, starters, and associated controls prior to demobilization.

All labor, materials, wiring, and miscellaneous supplies are included in this scope.

Item	Unit Price	Quantity	Taxed	Amount
Field Services	\$12,875.00	1	No	\$12,875.00

Thank you for your business!

Subtotal	\$12,875.00
Total	\$12,875.00

RESOLUTION 26-006

A RESOLUTION TO APPOINT WHITNIE RIDEN AS ASSISTANT SOLICITOR

WHEREAS, Section 23.16 of the Code of Ordinances for the City of Flowery Branch authorizes the city council to appoint a solicitor of the municipal court;

WHEREAS, the city council desires to appoint Whitnie Riden as the assistant solicitor of the municipal court.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Flowery Branch as follows:

Whitnie Riden shall be appointed as assistant solicitor.

SO RESOLVED this 19th day of March 2026.

Oliver McCellan, Mayor

Attest:

Shelia Cooper, City Clerk

Approved as to form:

Ted Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 26-006, to appoint Whitnie Riden as Assistant Solicitor

DATE: March 19th, 2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: March 19th, 2026

PURPOSE: The purpose of this resolution is to formally appoint Whitnie Riden as the Assistant Solicitor for the City of Flowery Branch Municipal Court.

HISTORY: Whitnie Riden has served the City of Flowery Branch as the Public Defender for the Municipal Court since October 2024. She has been practicing law since 2021, gaining experience in municipal court operations, case preparation, and courtroom advocacy. Her existing familiarity with the City's judicial processes and her professional background make her well-suited to transition into the role of Assistant Solicitor.

FACTS AND ISSUES: Section 23.16 of the City of Flowery Branch Code of Ordinances authorizes the City Council to appoint solicitors for the municipal court. The appointment of an Assistant Solicitor is necessary to support the workload of the municipal court, ensure continuity of prosecution services, and provide adequate coverage for court sessions.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 26-006 to appoint Whitnie Riden as Solicitor

DEPARTMENT: Police Department

Prepared by: Kelsey Cash

RESOLUTION 26-007

A RESOLUTION TO APPOINT BENJAMIN MOZINGO AS PUBLIC DEFENDER

WHEREAS, Section 23.19 of the Code of Ordinances for the City of Flowery Branch authorizes the city council to appoint a public defender of the municipal court;

WHEREAS, the city council desires to appoint Benjamin Mozingo as the public defender of the municipal court.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Flowery Branch as follows:

Benjamin Mozingo shall be appointed as public defender.

SO RESOLVED this 19th day of March 2026.

Oliver McCellan, Mayor

Attest:

Shelia Cooper, City Clerk

Approved as to form:

Ted Baggett, City Attorney

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Resolution 26-007, to appoint Benjamin Mozingo as Public Defender

DATE: March 19th, 2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: March 19th, 2026

PURPOSE: The purpose of this resolution is to formally appoint Benjamin Mozingo as the Public Defender for the City of Flowery Branch Municipal Court.

HISTORY: Benjamin Mozingo has practiced law since October 2019, developing strong experience in criminal defense and client advocacy. He currently works as a private attorney and has served as the Public Defender for Braselton Municipal Court since April 2023. The City of Flowery Branch has consistently maintained representation for indigent defendants, with Whitnie Riden serving as public defender since October 2024 before transitioning into the Assistant Solicitor role. Prior to her tenure, the City was served by a series of full-time and temporary public defenders including Craig Pake, who held the position when I began in 2013..

FACTS AND ISSUES: Section 23.19 of the City of Flowery Branch Code of Ordinances authorizes the City Council to appoint a public defender to ensure that indigent defendants receive constitutionally required legal representation. Because municipal courts regularly handle cases where jail time, fines, or probation are possible, having a dedicated public defender is essential for protecting due process and maintaining efficient court operations.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 26-007 to appoint Benjamin Mozingo as public defender.

DEPARTMENT: Police Department

Prepared by: Kelsey Cash



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consideration of a Pre-Development Agreement with Penn Hodge Properties for the Old Town Redevelopment Project.

DATE: March 19, 2026

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

BUDGET INFORMATION:

ANNUAL-

CAPITAL- \$200,000 (potential)

COUNCIL ACTION REQUESTED ON: March 19, 2026

PURPOSE: To consider approval of a Pre-Development Agreement between the City of Flowery Branch and Penn Hodge Properties (PHP) to authorize an initial due diligence and feasibility phase for the proposed Old Town Redevelopment Project.

HISTORY: On October 16, 2025, the City of Flowery Branch entered into a Memorandum of Understanding (MOU) with Penn Hodge Properties to explore redevelopment opportunities within the Old Town Tax Allocation District (TAD). Since that time, the developer has worked with City staff to evaluate redevelopment concepts and presented an initial Old Town Redevelopment Concept Plan to City Council on February 7, 2026.

Both the City and the developer have expressed interest in continuing to evaluate the feasibility of the proposed redevelopment through a structured pre-development phase. The proposed Pre-Development Agreement represents the next step contemplated under the MOU and is intended to provide the technical and financial analysis necessary to determine whether the project should advance to a formal Development Agreement.

FACTS AND ISSUES:

- The Pre-Development Agreement authorizes a defined due diligence and feasibility phase, including geotechnical and environmental testing, preliminary
-
-

civil and structural engineering, and schematic architectural and landscape design.

- The purpose of this phase is to establish baseline data, refine project scope, and confirm preliminary cost assumptions prior to negotiating a Development Agreement.
- Design development during this phase will be iterative and coordinated with City staff to ensure alignment with the City's Old Town vision, architectural character, and public improvement goals.
- The pre-development work may also produce conceptual renderings and visual materials for future presentations to City Council, staff, and the public.
- The anticipated duration of the pre-development phase is approximately 90 days.
- If the City elects not to proceed with the project, or if the parties are unable to reach a mutually acceptable Development Agreement, the agreement requires the City to reimburse the developer for documented pre-development costs incurred to date.
- Approval of the Pre-Development Agreement does not obligate the City to approve a Development Agreement, convey property, or commit to future construction or TAD funding. Any subsequent agreements would require separate City Council approval.
- As part of the City's ongoing planning and engagement efforts, a recent community survey has received 941 responses to date (3/12/2026), reflecting a high level of resident participation and interest in downtown-related initiatives.
- Survey results indicate that over 43% of respondents prioritized Downtown Redevelopment, inclusive of both commercial and residential development options, signaling broad community support for continued investment in the downtown area.
- When asked about preferred housing types, respondents most frequently selected single-family homes (33%) and aging-in-place options (30%). Notably, the next two highest-ranked housing preferences were mixed-use development (combining commercial and residential uses) at 31%, and combined residential and commercial buildings—such as Main Street-style buildings with ground-floor commercial and residential units above—at 29%.
- Additional survey questions focused on amenities and uses that would encourage residents and visitors to spend more time downtown. Responses demonstrated strong interest in boutique restaurants (57%), retail options (36%), and public gathering spaces, including parks and greenspaces (24%).
- Collectively, the survey feedback indicates community interest in a walkable downtown environment that integrates ground-floor commercial uses, residential density above, and enhanced public spaces, which is consistent with the concepts being evaluated during the pre-development phase.
- Graphs and comments included in Exhibit 1, attached.

OPTIONS: 1) Approve the Pre-Development Agreement as presented, allowing the due diligence and feasibility phase to proceed.



-
-
- 2) Approve the Pre-Development Agreement with modifications, as directed by City Council.
 - 3) Decline approval of the Pre-Development Agreement, thereby discontinuing further evaluation of the project at this time.
-
-

RECOMMENDED SAMPLE MOTION: I move to approve the Pre-Development Agreement between the City of Flowery Branch and Penn Hodge Properties for the Old Town Redevelopment Project, authorizing the pre-development due diligence and feasibility phase.

DEPARTMENT: Administration

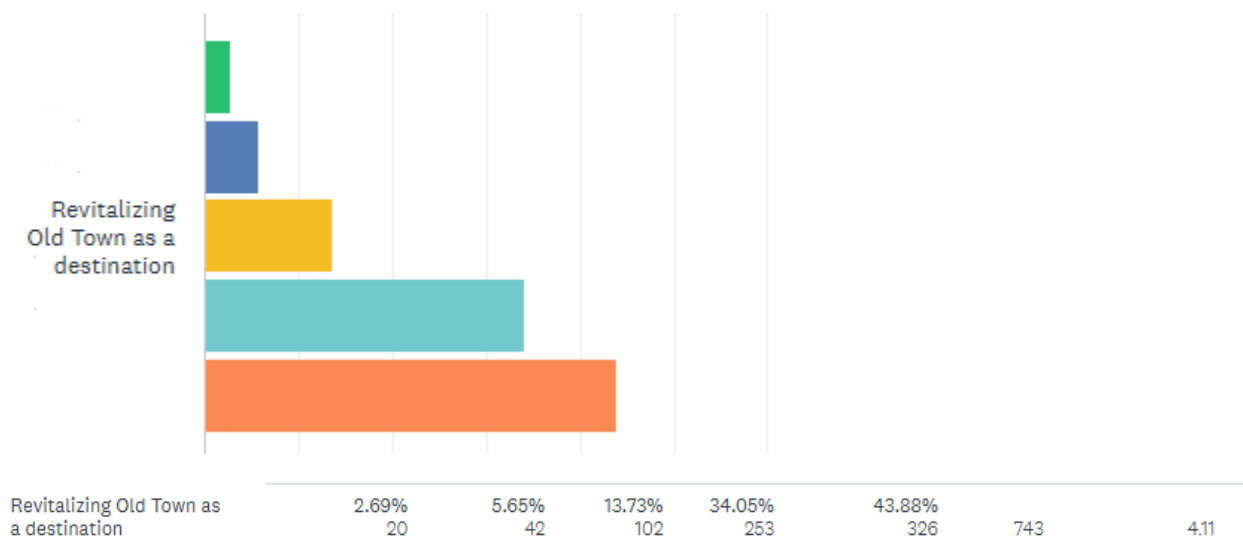
Prepared by: Tonya D. Parrish

EXHIBIT 1

The following question is a Likert scale with a little over 43% of respondents prioritizing Downtown Redevelopment which would include both commercial and residential options:

Q6

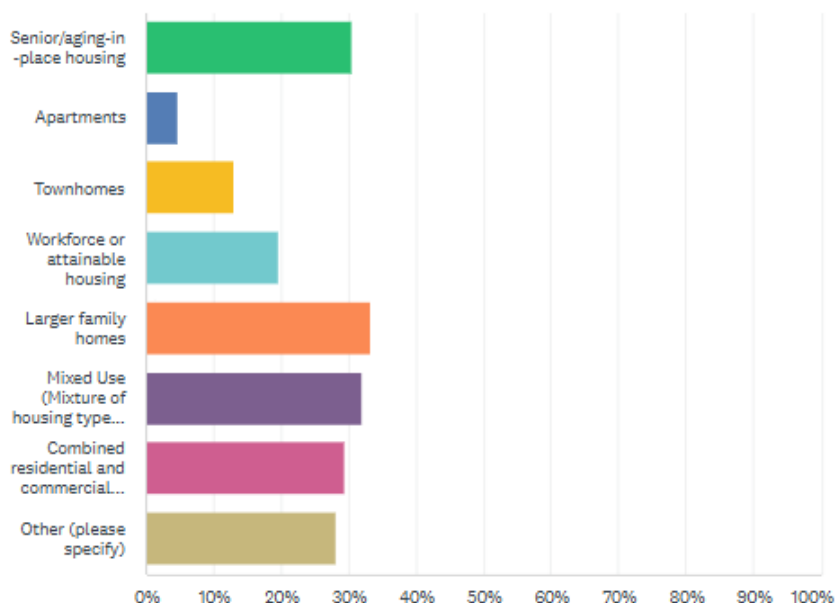
How important are the following in shaping the city's future? (1 - Strongly Disagree → 5 -Strongly Agree)



The question below deals with housing types. Apart from ageing in place and single-family homes (30% & 33% respectively), the other top two housing types are Mixed Use (combination of commercial and residential) and Combined Residential and Commercial which captures the Main St. style building with commercial on ground floor and residential above at 31% and 29%:

Select all you believe Flowery Branch needs for Housing:

Answered: 712 Skipped: 229



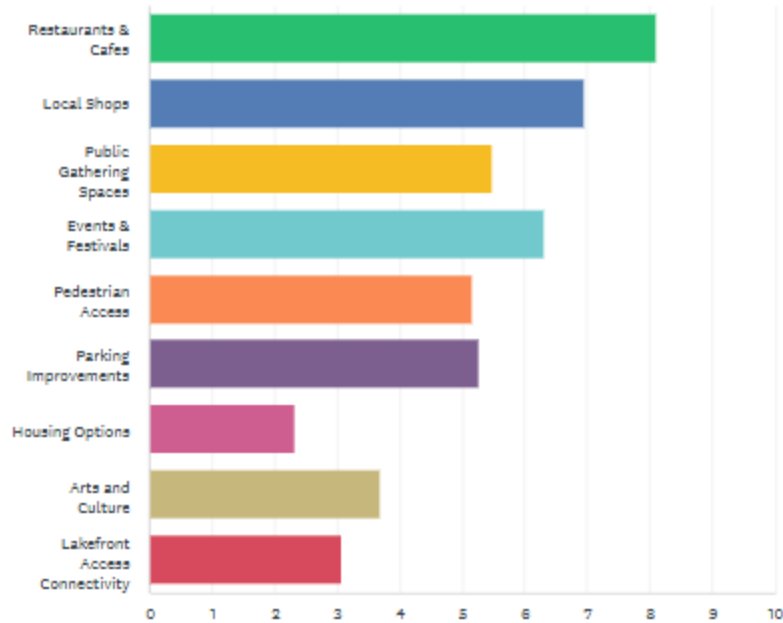
ANSWER CHOICES	RESPONSES	
Senior/aging-in-place housing	30.48%	217
Apartments	4.78%	34
Townhomes	12.92%	92
Workforce or attainable housing	19.66%	140
Larger family homes	33.29%	237
Mixed Use (Mixture of housing types and / or commercial within residential)	31.88%	227
Combined residential and commercial (e.g. Residential over Retail)	29.35%	209
Other (please specify)	Responses 28.09%	200
Total Respondents: 712		

The following question details options that would draw more folks to visit and spend time Downtown. There is a lot of appetite for boutique restaurants (57%) and retail options (36%) which, paired with the desire/support for mixed-use housing options above, would make a nice fit with commercial below and residential above, as well as for public gathering spaces (parks and greenspaces at 24%).



Rank the top 3 features that would motivate you to spend more time Downtown:

Answered: 740 Skipped: 201



	1	2	3	4	5	6	7	8	9	TOTAL	\$
Restaurants & Cafes	57.33% 403	22.33% 167	8.96% 63	4.84% 34	2.56% 18	1.85% 13	0.85% 6	0.28% 2	1.00% 7	703	
Local Shops	12.09% 81	36.87% 247	21.79% 146	12.39% 83	6.42% 43	4.78% 32	3.13% 21	2.09% 14	0.45% 3	670	
Public Gathering Spaces	3.87% 23	8.59% 61	17.85% 108	24.24% 144	16.67% 99	13.47% 80	7.74% 46	5.89% 36	1.68% 10	694	
Events & Festivals	9.01% 69	17.10% 112	25.19% 165	18.02% 118	15.11% 99	8.40% 66	5.34% 36	1.37% 9	0.46% 3	655	
Pedestrian Access	6.77% 41	7.43% 46	9.90% 60	12.21% 74	22.11% 134	22.28% 136	14.52% 88	4.13% 26	0.66% 4	606	
Parking Improvements	12.54% 81	8.51% 56	13.47% 87	10.37% 67	10.53% 68	19.81% 128	13.00% 84	7.28% 47	4.49% 29	646	
Housing Options	1.20% 7	1.03% 6	0.34% 2	0.68% 4	3.59% 21	7.35% 43	24.44% 143	24.27% 142	37.09% 217	555	
Arts and Culture	2.64% 16	4.94% 30	8.40% 51	6.26% 38	10.71% 65	8.57% 52	14.83% 90	33.11% 201	10.54% 64	607	
Lakefront Access Connectivity	3.64% 22	4.30% 28	7.93% 48	3.97% 24	5.79% 36	6.12% 37	10.74% 66	17.36% 106	40.17% 243	605	

Below are several responses from the survey respondents:

More shops, restaurants (not owned by the sale people), community garden, more parking options

3/10/2026 06:00 PM

Would love to see more shopping options such as gift shops and clothing boutiques. Non big box.

3/6/2026 10:27 AM

Neighborhood serving mixed use(must be motivated to cross the tracks from the westside) Entry for young working families, aging in place, downtown velocity with lake connectivity...

3/2/2026 04:56 PM

Do not allow

3/2/2026 01:49 PM

I love being connected to walking and biking trails. Walk the greenway trail at my sisters at Halcyon.

2/24/2026 05:16 PM

Golf cart parking and public restrooms

2/24/2026 01:17 PM

Playground and/or splash pad area near downtown event area. A great example would be Stillfire next to the playground in Suwanee.

2/24/2026 12:35 PM

Personally, we need a variety of business owners vs one man/ investor that owns half the town. I love our downtown but so many shops are open odd hours that we usually end up going to Gainesville- much more variety of shops and all are open normal business hours. Maybe that should be discussed when approving new businesses.

A connecting or walkable park would be a nice addition.

2/24/2026 07:34 AM

Golf cart access

2/23/2026 06:20 PM

Mixed use development similar to Avalon Atlantic Station on a smaller scale. More festivals and events

2/23/2026 06:20 AM

Accessibility can not be an after thought. This is not limited to door buttons or ramps but also accessible bathrooms

2/22/2026 09:05 PM

It would be very cool to see a second "street". The space for great spots is limited with just Main Street

2/22/2026 08:27 PM

Stop selling real estate to Roland and Nick. Their overpriced restaurants don't serve the broader population of FB. Their food isn't good, the space is already limited in downtown FB and now they have 4 restaurants very few people eat at because no one wants to spend \$50 on below average BBQ and pizza for two.

2/22/2026 07:31 PM

Multiuse trails like the East Side Beltline and Big Creek Greenway

2/22/2026 07:13 PM

N/A - love it as-is

Golf Cart Parking

2/20/2026 07:46 PM

I think development and building needs to stop

2/20/2026 12:00 PM

Improve traffic flow, especially with just 2 places to cross the railroad tracks. I try to avoid going near the downtown area any time I can.

2/18/2026 07:44 AM

More affordable food options for dining, not fast food but not fine dining. Family friendly preferred! There is a lack of family-friendly and affordable food choices

Family friendly area- playgrounds, splash pad

2/17/2026 08:16 AM

While I love festivals and concerts the lack of parking is a big reason I don't attend more events, restaurants and shops. Parking needs to be considered. Especially for mobility impaired.

2/13/2026 07:44 PM

Be open on mondays

2/13/2026 09:56 AM

More sidewalks

2/12/2026 02:55 PM

Much better playground area with nice bathrooms. More places to be open on Monday. Something to be done with the caboose. The grouchy store owner on the corner to sell her place to a cheerful person. A safe bathroom for the Train Depot

2/11/2026 09:58 PM

I like what I have seen in the last few years. I think I would just like to see more of that.

2/10/2026 03:06 PM

More diverse restaurant options.

2/9/2026 05:27 PM

We need a parking area. Having 3 overflow lawn lots is silly. It is clear that FB could use a real parking ramp.

More diversity among restaurant owners. One family currently owns 5 eating/dining/drinking destinations, a vast majority. One family should not have so much weight to throw around.

2/5/2026 06:24 PM

Parking

2/5/2026 06:23 PM

More street lights on Thurmond Tanner. More swings in park near traffic circle

2/4/2026 09:41 PM

Connectivity to surrounding neighborhoods not in the immediate Old Town area you would tremendous. An extensive sidewalk system that accommodates use of golf carts would be the dream along the lines of Braselton and Peachtree City. I know I would come to Old Town way more if I could hop in my golf cart with the family and get there that way.

Pedestrian access

2/1/2026 07:39 PM

Play ground area and walking track

1/30/2026 08:40 PM

Downtown needs a brand hotel with dining and entertainment options to draw more visitors. Also, the downtown shopping area needs to be expanded along the railroad tracks in visible sight of people driving along Atlanta Highway. In addition, having large walkable lighted connectors between downtown, Atlanta Highway businesses, I985 businesses and the lakefront would be ideal. At this point, the city is quite fragmented in various locations with sense of one community. That could be easily addressed with large walkable sidewalks with signage leading you to the various locations.

Ample parking, restaurants that stay open later at night, festivals that occur on Friday and Saturday nights.

1/30/2026 09:34 AM

More play areas for kids

1/28/2026 05:57 PM

A city gym, a city pool, fitness classes, different classes to learn new crafts or skills, more name brand restaurants like Outback.

1/28/2026 10:45 AM

Entertainment to draw people to old town such as restaurants & cafes & trendy shops.

1/24/2026 03:48 PM

Stop building. Improve what's already here and encourage unique small businesses. No warehouses or apartments at all.

1/22/2026 05:24 PM

I believe it's currently over Developed for a small town. The new housing in the community has caused awful traffic. I hear sirens 100% more than in the past. It's sad.

1/22/2026 10:41 AM

Some sort of gym/workout class or studio?

1/21/2026 08:56 PM

Community Gardening or more urban agriculture in general. Creating an edible streetscape could be an interesting concept for bringing people in to walk through the downtown area. I saw a melon plant growing by the amphitheater and thought about how a robust program focused on bringing edibility to the streetscape could be a good catalyst for forming community.

Walkable, including sidewalks to houses and neighborhoods within a mile of downtown, is important for both access and encouraging healthy lifestyles

1/20/2026 07:23 AM

Stop the stranglehold on liquor licenses.

1/19/2026 12:03 PM

More restaurants and shops, make downtown much larger

1/19/2026 11:53 AM

Develop parking next to the farmers market and venues.

Improvements to rr crossings

1/19/2026 11:01 AM

Restaurants and shops are critical for for a revitalized downtown.

1/18/2026 09:31 AM

I would like to see new restaurants that aren't within the St. Clair/ Roland Stanley monopoly.

1/18/2026 02:33 AM

Better parking options for downtown events such as farmers market

1/17/2026 08:37 PM

Public restroom

1/17/2026 02:25 PM

I love the festivals and events that have occurred lately but parking can be a challenge. I'd like more parking options but don't want an eyesore of a parking garage. I'd also like for more small business owners to have a chance to own property other than most all of our restaurant choices being owned by the same guy.

1/17/2026 10:12 AM

I would love to keep the historic look of the buildings while incorporating growth. It is ridiculous that people don't want FB to grow. I have lived here for 28 yrs and would love to see more for my young adult/single children to do. I also would like to see more places that I can take visiting guest to (shops & cafés). Incorporating the old town charm with growth would be very appealing to visit.

1/17/2026 10:05 AM

it would be nice if it was like Suwanee or Sugar Hill

Artist colony (places to gather to do art together)

1/16/2026 08:54 PM

More parking is overdue, and should be a priority. As well as more pedestrian safe areas connecting downtown to storefronts on Atlanta Hwy.

1/16/2026 05:37 PM

Shuttle service to events from an offsite parking location - like they have for SuwaneeFest, for example.

1/16/2026 05:08 PM

I would love to see an ice cream shop, casual dining that's not fast food or sit down (think big burrito vibe), more sidewalks from my neighborhood (Eastlyn crossing), expansion of more buildings so it's not just one street, a bakery, a playground within walking from Main Street, a food hall, a water feature, more stores in general!

Continue a good mix of shops and restaurants. right now there are only a few shops but many restaurants. To make it more of a destination there should be more shops in the area, or gathering/play areas for kids

1/16/2026 01:47 PM

splash pad

1/16/2026 11:27 AM

I'd love to see a playground space and splashpad for kids.

1/16/2026 11:19 AM

Keep insurance agencies, nail salons, and other typical strip mall businesses OUT. Make it shopable.

1/16/2026 11:04 AM

Green space, walking trails, see downtown Suwanee

1/16/2026 10:37 AM

Brewery

1/16/2026 10:26 AM

Community Park Area & pedestrian streets

1/16/2026 09:28 AM

Sidewalks connecting new housing developments to the downtown.

1/15/2026 04:26 PM

More businesses to draw people to downtown, access for golf carts

1/15/2026 03:13 PM

Better sidewalks

More side walks, handicapped parking

1/14/2026 01:21 PM

More bars, breweries, wineries

1/13/2026 10:24 AM

More parking space. Park for children

1/12/2026 10:51 PM

The horrendous railroad crossings should be the top priority. The ancient design needs to be completely re-done. Crossing the tracks is dangerous and rough. Build a bridge to take the train over the downtown area with no intersections with vehicle traffic. This would also eliminate the obnoxious train whistle which will deafen you and rattle your teeth!

Put that railroad track back

1/12/2026 01:30 PM

Parking structure

1/12/2026 11:18 AM

EV Chargers

1/12/2026 10:49 AM

More affordable eating places. Demographics of FB are not the high end eating establishments. And please stop the restaurant monopoly that is going on, 1 person owning/part owner the majority of the eating establishments?

Feels like we might be getting closer to building storefronts on the backside of mainstreet. Excited to see that happen. Also a unique oppty to create an alley way of shops in between the two rows of buildings.

1/11/2026 03:33 PM

I'd like the rich few to stop monopolizing ownership of downtown if they are going to continue to make poor storefront decisions.

1/11/2026 02:09 PM

I would love to see a storefront that allows community through the day. For example, a bookstore and co-working space that is open all day. Other stores close so early, I'm not able to enjoy them in the afternoon-evening. I live townhomes as well, (problem is that housing increased so dramatically in our area). I would say an increase in storefronts, not just restaurants.

1/11/2026 10:29 AM

No more housing downtown - open for development must be reserved for businesses.

1/11/2026 08:42 AM

Parking access

1/11/2026 07:42 AM

Sidewalks on E Main to encourage walkability to downtown area

1/10/2026 03:21 PM

Would love more parks and walking trails. Keep FB quaint and welcoming.

More local shopping in downtown

1/9/2026 09:29 AM

Technology enhancements: free wifi downtown, charging stations, both for personal devices and for vehicles. Railroad SOP: create rules and procedures (and fines) for the railroad companies. Leaving a train parked blocking any of the 3 entrances should not be allowed by any means, specially when they sit stopped for hours.

1/9/2026 07:12 AM

Would love a nice fenced and shaded playground

1/9/2026 07:03 AM

I would like to maintain the charm of the downtown area, but add additional shops and restaurants along with some additional parking.

1/8/2026 10:37 PM

A senior center.

1/8/2026 07:00 PM

We need Sidewalks on Gainesville Street. It is so dark and there is no shoulder and people are walking on there and it's dangerous

1/8/2026 02:44 PM

A dog park and more pet friendly access

1/7/2026 11:30 AM

A toddler playground. Lots of young parents in flowery branch

1/7/2026 08:12 AM

Ease of parking and walkability

1/7/2026 07:19 AM

Parking deck I've spent an hour and a half last time trying to find parking during one of the market days. Also a weekend market that's longer than 4 hours would be nice so there's no over crowding in a small time frame. I gave up going to events because of this.

February 24, 2026

Via electronic mail

Tonya Parrish, City Manager
The City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

**RE: Old Town Redevelopment Plan
Pre-Development Agreement Phase**

Dear Ms. Parrish:

It has been our pleasure to work with you and City staff during the term of the Memorandum of Understanding (MOU) to advance a redevelopment concept plan designed to create a vibrant downtown environment and sense of place for the community.

On January 21st we met with City staff to present our initial assessment and concept, while also gathering input and feedback used to further refine the plan. On February 7th we presented the Redevelopment Concept Plan attached hereto as Exhibit A to the City Council and staff. During that meeting we outlined the city owned land to be acquired and the improvements to be constructed thereupon, as well as other amenities and improvements to streets, sidewalks, and public spaces. In addition, a corresponding preliminary budget and cost analysis was provided to outline required public and private funding.

Based on both the City's and PHP's desire to proceed with the Project and enter into a Development Agreement per the MOU, we propose an initial Pre-Development Agreement phase to perform comprehensive due diligence and feasibility analysis on the sites including geotechnical and environmental testing, preliminary civil and structural engineering, as well as schematic architectural and landscape design. This initial phase will establish foundational baseline data for design teams to advance the design and engineering to a level that market input can be obtained to confirm budgets. We envision this as an iterative process working closely with the City to arrive at the desired architectural character and details of the scope of work. Plans including colored renderings of site plans, building elevations, and flybys can be modeled for presentations to City Council, staff, and the public.

Based on required sequencing we anticipate the schedule for this work will take approximately 90 days. The cost to complete this initial phase of work is estimated to run approximately Two Hundred Thousand Dollars (\$200,000.00) and has already been accounted for in the Architectural & Engineering section of the budget. Should the City elect for any reason not to move forward with the Project, or PHP and the City are unable to enter into a mutually acceptable Development Agreement, the City shall reimburse PHP for their costs incurred at the time of discontinuance and make payment within thirty days' notice thereof.

Additionally, the MOU entered into October 16, 2025 between the City of Flowery Branch and Penn Hodge Properties is incorporated herein by reference and attached hereto as Exhibit B.

Furthermore it is mutually agreed that the term of the MOU shall be extended until a mutually agreed upon Development Agreement is executed by both parties.

We are currently prepared to commit the resources necessary to execute on this project and understand the importance to proceed timely to mitigate potential market cost fluctuations. We also recognize the need for the City to confirm projected TAD revenues and obtain TAD Advisory Committee approval prior to entering into a Development Agreement. Being time is of the essence, this initial phase should run concurrently with the City obtaining the necessary approvals

We look forward to working with the City and the community to make this exciting project a reality and monumental step in achieving the Old Town Redevelopment goals for the City, residents, businesses, and stakeholders alike.

Sincerely,

D. Penn Hodge

D. Penn Hodge, Managing Member
Penn Hodge, LLC (dba Penn Hodge Properties)

Accepted and agreed by:

The City of Flowery Branch

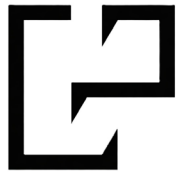
By: _____

Name: Tonya Parish

Title: City Manager

Date: _____, 2026

EXHIBIT A



EXPERIENTIAL PARTNERS LLC

**Flowery Branch Old Town
Redevelopment Concept Plan
February 7, 2026**

Flowery Branch Old Town Redevelopment Concept Plan

The Flower Branch Old Town Redevelopment Plan represents a comprehensive, mixed-use revitalization initiative designed to enhance the economic vitality, pedestrian accessibility, aesthetic appeal, and overall quality of life in the downtown area of Flowery Branch. This proposal outlines key project components that address current parking challenges, promote residential density needed to support local businesses, activate public spaces, and integrate cohesive Old Town architectural themes.

The plan aligns principles of smart growth, sustainable urban development, and community-oriented design by increasing walkability, providing public amenities, and fostering a vibrant, year-round downtown environment.

1. City Center Mixed-Use Building

This flagship project will serve as the anchor for downtown revitalization, combining structured parking, residential units, and ground-floor retail in a single, efficiently designed structure.

- **Public Parking Component**

218 covered public parking spaces on Level 1, with the “Public Parking” entrance off of Church Street. This addresses existing parking shortages and eliminates the need for certain on-street parallel and angled parking spaces, allowing those areas to be repurposed for expanded pedestrian walkways, enhanced streetscapes, and improved connectivity.

The deck with smart parking guidance will facilitate easier access for visitors to support local businesses, shops, retail establishments, restaurants, and attend market and amphitheater events such as acoustic concerts, festivals, and other special gatherings.

- **Residential Component**

Up to 230 residential units across four upper floors, comprising a mix of studio, one-bedroom, and two-bedroom apartments. This densification strategy places residents within walking distance of downtown amenities, thereby generating consistent foot traffic for both existing and new retail, restaurants, shops, and offices along Main Street and surrounding areas. The building includes four elevators with secure access from the ground-level Church Street entrance for convenient resident and visitor egress to local establishments. Dedicated residential parking consists of 274 gated spaces on Level 2 of the parking deck, with controlled access/egress via Mitchell Street. Depending on final configuration, there is the possibility that a portion of this access controlled deck level could be used for City employee parking as well.

- **Retail Component**

Approximately 9,000 square feet of ground-floor retail space, configured for up to six separate suites, fronting Church Street. A prominent restaurant space is planned at the northeast corner of the Church/Pine Street intersection. The design incorporates future expansion potential, with structural provisions to add another 9,000 square feet of retail fronting Church Street on the opposite side of the public parking entrance, should market demand support phased growth.

- **Architectural Style and Streetscape Design**

The proposed architectural style draws inspiration from traditional Old Town elements, incorporating brick, precast stone cornices and corbels, industrial-style balconies, canopies, and railings, and warm accent lighting. The two-level parking decks will be clad and articulated to match the overall aesthetic while incorporating open segments for natural ventilation. Significant streetscape and landscape enhancements are planned along Church Street and Pine Street to create inviting, cohesive public realms.

2. Pine Street Restaurant, Breezeway, and Townhomes

This component complements the City Center building by activating the southwest corner of the Church/Pine Street intersection and improving connectivity between key downtown corridors.

- A 3,000-square-foot "jewel box" restaurant at the southwest corner of Church/Pine Street intersection with outdoor dining.
- Demolition and reconstruction of an attractive breezeway connecting Main Street to Pine Street and the City Center complex. The breezeway will feature high-quality hardscaping, landscaping, and a covered arch design. Integrated public restrooms will be provided to serve increased downtown populations during festivals, concerts, special events, and peak periods.
- Up to six three-story townhome units fronting Pine Street, with complementary Old Town architectural styling and rear alley access. This introduces a distinct residential brownstone type style that enhances the mixed-use character of the area and supports local business patronage through added density without additional strain on public parking resources.

3. Amphitheater Enhancements

Targeted improvements to the existing amphitheater in the northwest quadrant of the Church/Pine Street intersection will expand its utility for community events.

- Construction of a small, covered stage suitable for musicians and performers.
- Installation of an LED wall for enhanced visual presentations during evening events.
- Upgrades to power, lighting, sound systems, and related infrastructure to support small-scale productions, local musicians, and open-to-the-public gatherings.

4. City Hall Enhancements

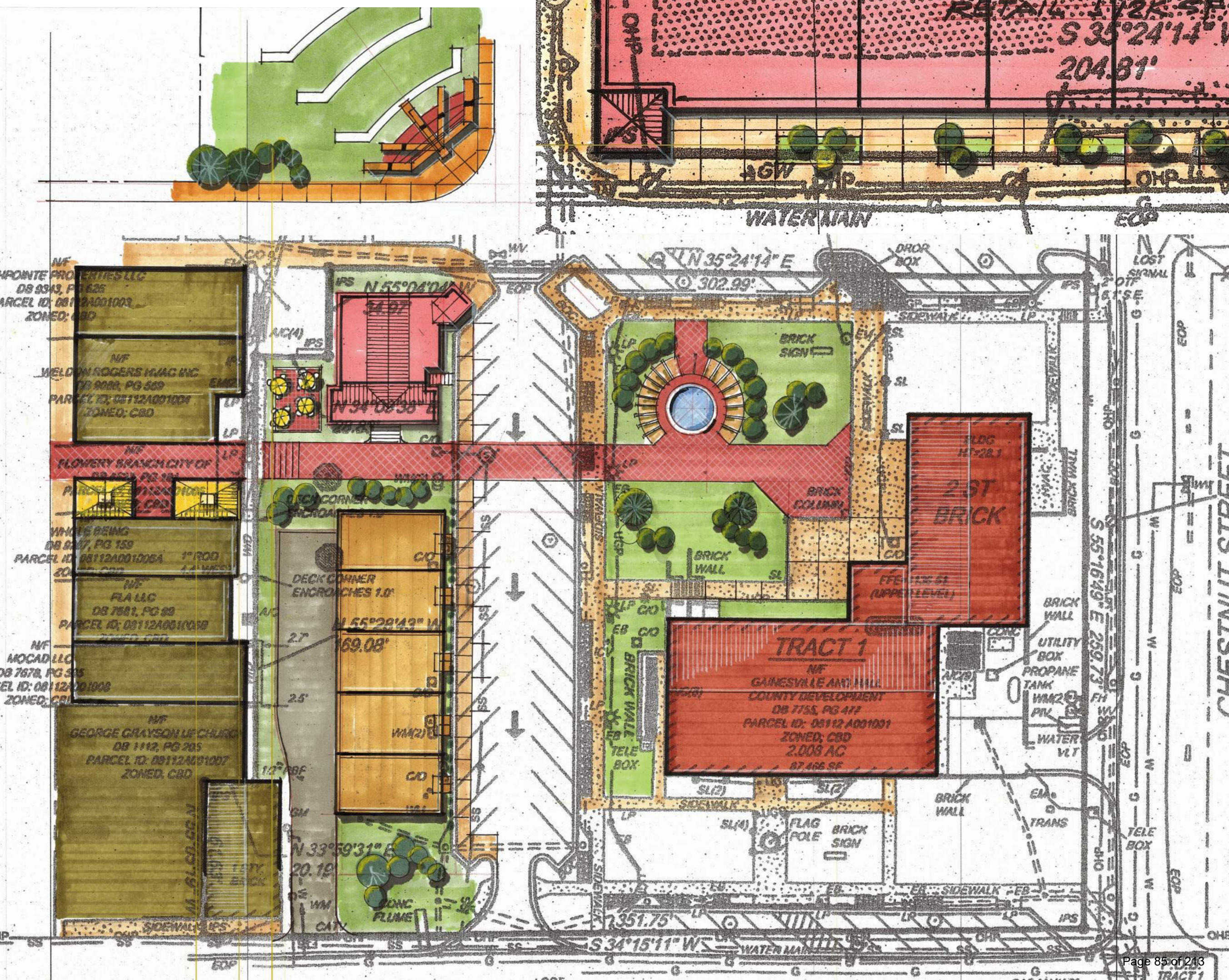
Public realm improvements in front of City Hall will create a more inviting civic space that ties into the broader Old Town theme.

- Installation of a public fountain to provide visual interest, cooling effects during warm weather, and an artistic focal point.
- Creation of hardscaped areas, well-drained green lawn spaces, benches, and low seating walls to encourage outdoor gathering and relaxation.
- Nighttime fountain lighting to serve as a prominent nighttime landmark in the City Center.
- Façade enhancements to City Hall elevations facing Church and Pine Streets, incorporating cohesive Old Town architectural details for visual continuity across the redevelopment area.

Overall Project Benefits

- **Economic Impact:** Increased residential density and improved parking/visitation access will drive sustained patronage for downtown businesses.
- **Quality of Life:** Enhanced public spaces, walkability, event venues, and amenities will foster community pride and vibrancy.
- **Urban Design:** Consistent Old Town-inspired architecture and streetscapes will create a unified, attractive identity for the downtown core.
- **Sustainability:** Mixed-use design reduces vehicle dependency, promotes pedestrian activity, and optimizes land use in the heart of the community.

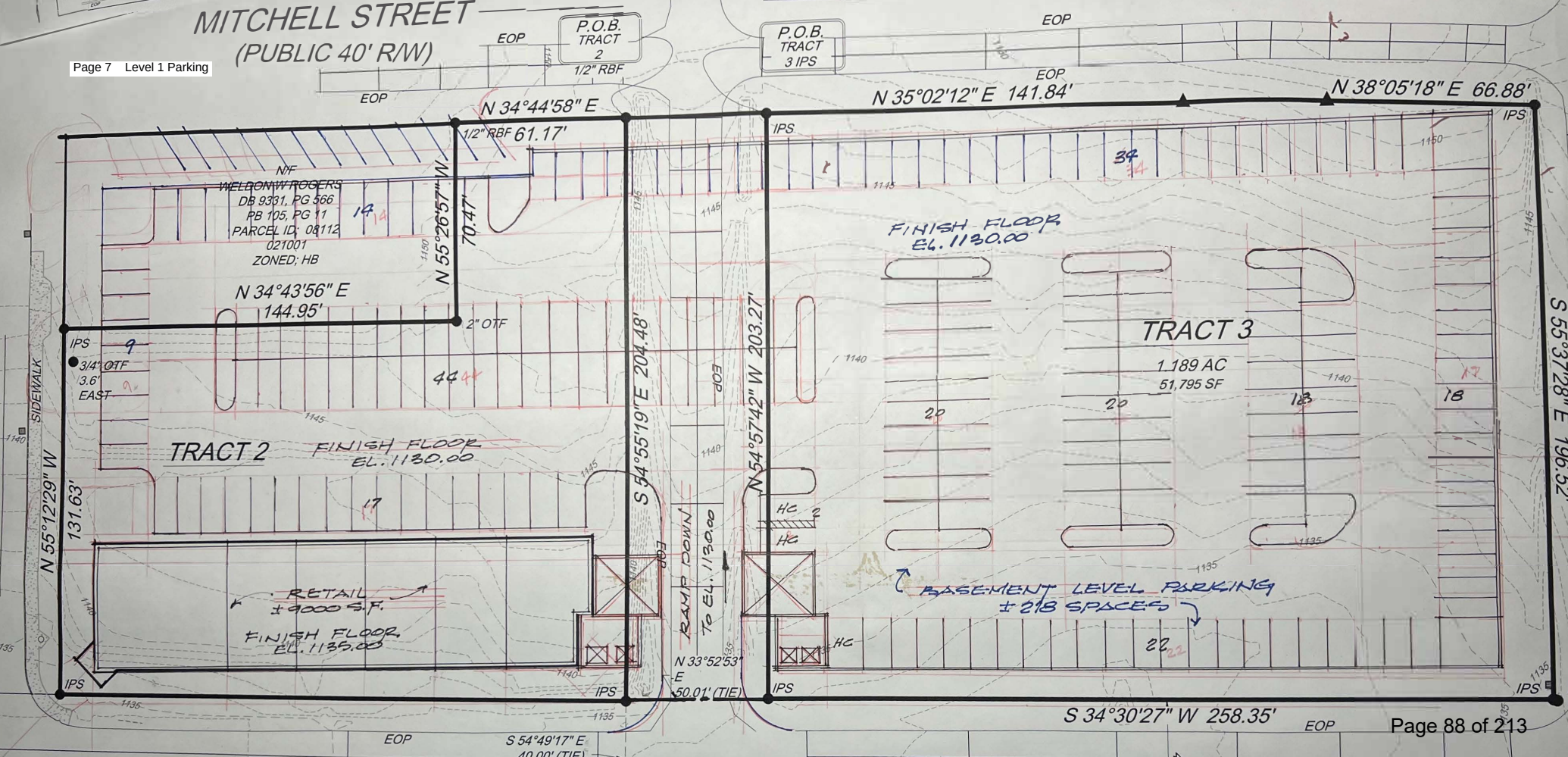
This redevelopment plan is presented for review and consideration by City staff and City Council. It is envisioned as a phased, market-responsive initiative that can evolve based on feedback, economic conditions, and partnership opportunities. We welcome discussion on next steps, including initial engineering and architectural design studies, infrastructure coordination, funding mechanisms, and the community engagement processes.

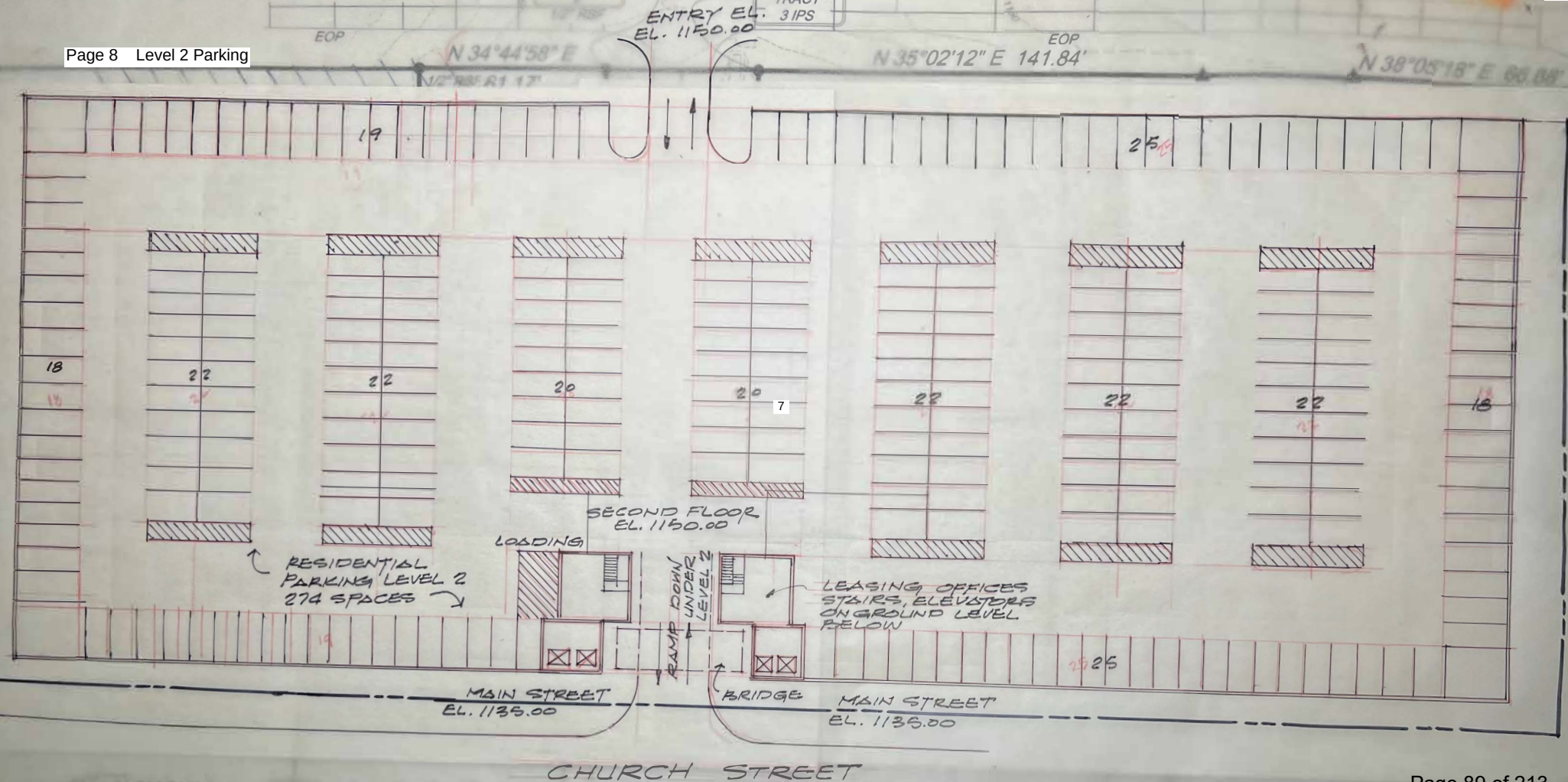




MITCHELL STREET
(PUBLIC 40' R/W)

Page 7 Level 1 Parking







Flowery Branch Old Town Co-Sponsor Experience and Track Record

The Flowery Branch Old Town Redevelopment project presents an exciting opportunity to build upon the City's adopted vision for a vibrant, walkable, mixed-use downtown that honors its historic charm, integrates with existing retail proximity, enhances pedestrian-friendly streetscapes, and supports increased density through retail, residential, public amenities, and event spaces. As outlined in the City's comprehensive plans and recent Phase 1 successes—including new mixed-use developments, parks, amphitheater, and farmers market venues—Phase 2 will advance this goal through strategic infill, mixed-use principles, and high-quality execution.

The following profiles highlight the qualifications of Penn Hodge and Jim Garrard as ideal co-sponsors and development partners for this community-focused initiative. Their combined expertise in mixed-use projects, cost-efficient adaptive reuse, entitlement navigation, construction oversight, and value creation in similar suburban Georgia markets directly aligns with Flowery Branch's objectives of creating a thriving Old Town district that attracts residents, visitors, businesses, and long-term economic vitality, while maintaining their small town charm.

Penn Hodge: Co-Sponsor Experience and Track Record

Executive Summary

With more than 40 years of distinguished experience in real estate development—including land acquisition, distressed asset repositioning, retail development, and award-winning mixed-use adaptive reuse—Penn Hodge is exceptionally qualified to co-sponsor and drive the next phase of Flowery Branch's Old Town redevelopment. His proven success in transforming underutilized properties into vibrant, community-oriented destinations—most notably the acclaimed Mill on Etowah in Canton, Georgia—mirrors the City's vision for a cohesive, walkable Old Town featuring retail suites, residential density, enhanced public spaces, and event activation. Penn's track record of navigating economic cycles, securing entitlements, forging strategic partnerships, and delivering investor returns by controlling costs, uniquely position him to help the City realize this landmark project that respects the historic character, boosts local business patronage, and creates lasting community value.

Foundational Experience in Acquisition, Entitlements, and Market-Responsive Development

A University of Georgia accounting graduate and law school alumnus (1985), Penn began his career assembling and entitling large land tracts in the Atlanta metro area, including major mixed-use sites such as Vickery in Forsyth County. These early projects sharpened his skills in due diligence, zoning navigation, and community-aligned planning—capabilities directly applicable to Flowery Branch's Old Town parcels, where thoughtful integration of the City Center with existing streetscapes, the amphitheater, breezeway, and City Hall enhancements are essential.

Expertise in Repositioning and Value Creation

Through economic downturns, including the S&L crisis and 2008 recession, Penn successfully turned around distressed assets, generating substantial returns via strategic sales, ground leases, and hands-on management. This resilience equips him to address any site-specific challenges in Old Town while maximizing public-private synergies, minimizing risks, and ensuring fiscal responsibility for stakeholders.

Proven Leadership in Mixed-Use and Adaptive Reuse

Inspired by benchmarks like Avalon, Ponce City Market, and Santana Row, Penn led the 2018 acquisition and redevelopment of the 300,000-square-foot Mill on Etowah—a former cotton mill transformed into a premier suburban mixed-use hub with retail, residential integration, robust event programming, and exceptional traffic generation (3–5x submarket averages). Through self-development efficiencies, this project demonstrates his ability to blend historic character with modern vitality—precisely the approach needed to enhance Flowery Branch's Old Town aesthetic (brick, precast, industrial elements) while adding residential units, retail frontage, public amenities, event spaces, and a well planned strategic tenant mix.

Recent Successes and Execution Strength

In 2024, Penn co-led the acquisition and rapid repositioning of the Parkview office building in Alpharetta, transforming low occupancy into full leasing and enabling investor capital returns. His lean team approach, political acumen, leasing expertise, and partnership-building skills have ensured the successful delivery of challenging projects throughout his career. His hands-on style and adaptive reuse expertise will help deliver a pedestrian-oriented, mixed-use core that densifies downtown, supports existing businesses while activating public spaces to generate sustainable economic and community impact.

Jim Garrard: Co-Sponsor Experience and Track Record

Background and Relevant Experience

As President of Garrard Development, Inc., Jim Garrard brings over 36 years of hands-on expertise in full-service construction program management, owner representation, and execution of complex commercial, retail, office, medical, and mixed-use developments across the Southeast. His family legacy in construction, technical background (Georgia Tech BS Management with extensive mechanical engineering coursework), and ability to assemble and lead high-performing multidisciplinary teams make him an invaluable partner for delivering Flowery Branch's Old Town redevelopment with precision, quality, and cost control.

Comprehensive Development Oversight

Jim excels at every stage: thorough site due diligence and feasibility analysis; coordination of tailored design and engineering teams to resolve conflicts and optimize constructability; competitive contractor selection with rigorous pricing and interviews; and meticulous construction-phase management—including budgeting, scheduling, quality assurance, onsite oversight, regulatory compliance, and stakeholder communication. This end-to-end approach minimizes risks, ensures on-time/on-budget delivery, and aligns outcomes with municipal goals—critical for the Old Town Redevelopment improvements.

Proven Success in Mixed-Use and Transformative Projects

Jim has led ambitious mixed-use initiatives that parallel Flowery Branch's objectives. He spearheaded the 50-acre Windward Park Mixed-Use Development in Alpharetta—from raw land to a vibrant community featuring a Hilton Hotel & Convention Center, 188 townhomes, an active stormwater park with upscale hardscaping. This project showcases his skill in creating walkable, amenity-rich environments that integrate residential density, retail activation, and public greenspace—directly relevant to Old Town's vision of densified downtown living, enhanced streetscapes, and event-oriented public realms. Additional highlights include developing a 115,000-square-foot medical campus from raw land in Cumming and converting a 103,000-square-foot office building into multi-tenant medical space with specialized buildouts in Johns Creek—all executed with minimal disruption and high quality.

Recent Collaborative Achievement

In 2024, partnering with Penn Hodge, Jim co-led the acquisition of the 177,000-square-foot Parkview office building in Alpharetta that was only 11% occupied and underperforming. Through aggressive leasing, strategic buildouts, and operational excellence, the team achieved 90% occupancy within 18 months, enabling refinancing and strong investor returns.

Prior Leadership and Operational Excellence

Before founding Garrard Development in 2003 (where he has managed over 70 projects using a proprietary system for optimal outcomes), Jim grew Garrard Construction Group from \$3.5 million to \$60 million in annual revenue as Vice President. His technical acumen, work ethic, and insatiable drive to innovate ensure efficient, transparent execution that respects public investment and community expectations.

Alignment with Flowery Branch Vision

Jim's expertise in orchestrating mixed-use transformations with strong public-realm focus, cost discipline, and quality construction positions him to help realize Flowery Branch's full potential as a charming, economically vibrant, pedestrian-friendly destination. His collaborative approach will support seamless integration of new development with the City's historic fabric and ongoing revitalization momentum.

Together, Penn Hodge and Jim Garrard offer a complementary partnership—combining visionary development strategy with rigorous execution—that will advance Flowery Branch's Old Town Redevelopment goals while delivering exceptional value to the City, residents, businesses, and stakeholders.

Preliminary Project Cost Analysis: Flowery Branch Old Town Redevelopment

Line Item	Cost Allocation		Total Project Cost	Funding Sources	
	City / Public Improvements	Private / Site Development		Private Development	TAD & Other Public Funding
Grading, Utilities & Paving	\$2,268,000	\$252,000	\$2,520,000	\$252,000	\$2,268,000
City Amenities [1]	\$1,175,000	\$0	\$1,175,000	\$0	\$1,175,000
Parking Deck	\$7,380,000	\$7,380,000	\$14,760,000	\$0	\$14,760,000
Landscape/Hardscape/Streetlights	\$1,435,000	\$0	\$1,435,000	\$0	\$1,435,000
Land Acquisitions/Due Diligence	\$195,000	\$2,190,000	\$2,385,000	\$2,190,000	\$195,000
Architectural & Engineering	\$1,186,000	\$791,000	\$1,977,000	\$791,000	\$1,186,000
City Center Mixed-Use Complex	\$0	\$63,830,000	\$63,830,000	\$63,830,000	\$0
Townhomes	\$0	\$2,750,000	\$2,750,000	\$2,750,000	\$0
TOTALS	\$13,639,000	\$77,193,000	\$90,832,000	\$69,813,000	\$21,019,000

City Land Sale (\$2,190,000)

Parcels #3,#4,#6 (Developer Purchase)

Net TAD & Other Public Funding	\$18,829,000
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[1] City Amenities include the Breezeway, Public Restrooms, Amphitheater Stage & LED Wall, and City Hall Fountain.

EXHIBIT B

Memorandum of Understanding

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

This Memorandum of Understanding (this "MOU") - is entered into this 16th day of October 2025 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and Penn Hodge, LLC (dba Penn Hodge Properties) or its Affiliate (hereafter referred to as "PHP" or the "Developer"). The City and PHP are collectively referred to herein as the "Parties."

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

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

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

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

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

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

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

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

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

1. General Provisions

- a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of October 16, 2025.
- b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibits A, B and C; possibly including PHP's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by PHP and proposed to the City before the expiration of this MOU.
- c. Exclusive Right to Develop: The City has selected PHP as the Developer, and PHP has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.c below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and PHP agree to pursue in good faith, discussions and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future

discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

- d. Sharing of Due Diligence: PHP has requested, and the City agrees to provide certain previously completed third-party reports which will assist PHP in completing its due diligence prior to proposing a formal agreement to develop the Project. Such third-party reports will assist PHP in understanding existing conditions, as well as planned public improvements to roads, public parking areas and utilities serving the City Parcels.
- e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: PHP and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to “carry” the Project’s development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a “City TAD Contribution”). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.
- f. Terms of City TAD Contribution: The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the “Approved City TAD Contribution” to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to PHP after the City’s issuance of bonds or other forms of financing and disbursed to PHP on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.
- g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by PHP, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining “excess” project construction costs that cannot be supported by the Project’s forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that PHP may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City

may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by PHP for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by PHP to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

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

2. Responsibilities of the Developer:

- a. During the due diligence investigations, PHP agrees to employ its own personnel and at PHP's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, PHP will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.
- b. PHP agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of PHP's progress, the firm's initial findings or impressions concerning the potential scope of one or more Projects it may propose to undertake, including a site plan and/or suitable visual representations of the Project(s), and any related issues or concerns encountered that the City should be made aware of. If requested by the City Council, PHP will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of PHP's potential proposal to the City.

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

3. Responsibilities of the City

- a. The City agrees to provide PHP with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit PHP's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibits A, B and C (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by PHP.
- b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that PHP may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by PHP pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) to reimburse PHP for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve PHP from any obligations contained in the Development Agreement with respect to such City Parcel.
- c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to PHP, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to PHP.

- d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by PHP, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.
 - e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.
4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.
- a. Term of the MOU: This MOU will expire at midnight on February 13, 2026, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from PHP, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.
 - b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice.
 - c. Preservation of Development Rights to Remaining City Parcels: If PHP determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and PHP desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant PHP exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, PHP agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period PHP fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, PHP shall have no further rights to Phase II, and the City shall be free to negotiate with other interested parties. PHP may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, PHP may assign such development rights to a related affiliated entity without the City's prior approval.
 - d. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, PHP and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, PHP will cooperate with

the City to ensure that City Parcels to be conveyed to PHP for the Project (or Phase I of the Project) shall if necessary be re-zoned to the use(s) provided in the agreed upon Project plan. PHP will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements PHP may propose to construct on a design build basis.

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

5. Miscellaneous Provisions

- a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.
- b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.
- c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.
- d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.
- e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be

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

If to THE CITY OF FLOWERY BRANCH,

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

With a copy to:

, City Attorney

If to Penn Hodge, LLC.

With a Copy to:

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

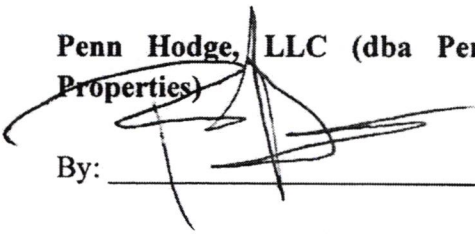
**CITY OF FLOWERY BRANCH,
GEORGIA**

By: Edward R. Ashbridge

Its: Mayor

Date: 10/16/2025

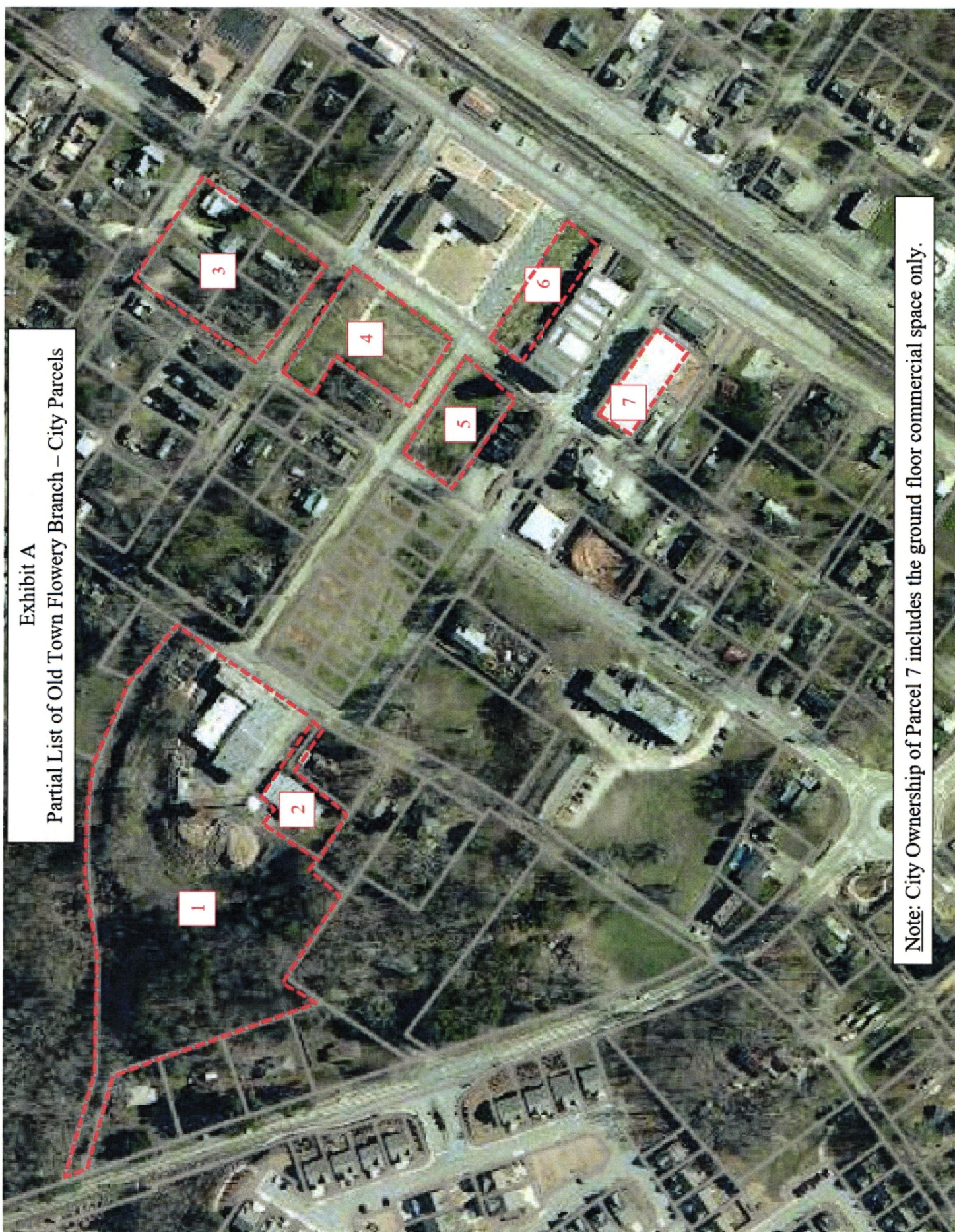
**Penn Hodge, LLC (dba Penn Hodge
Properties)**

By: 

Its: Owner

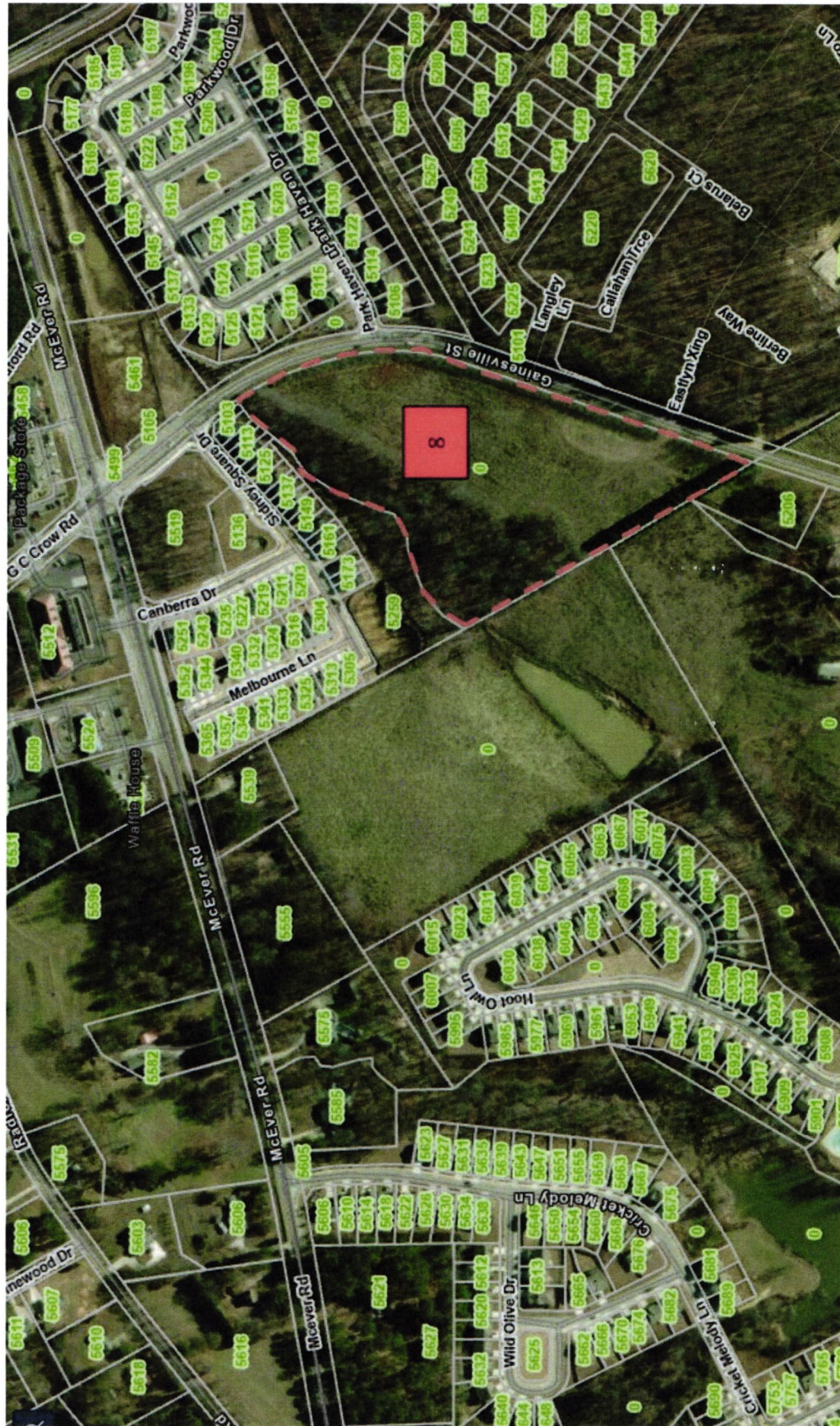
Date: 10-14-2025

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



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

Exhibit B
City Parcels



This aerial map shows a section of Cary, North Carolina, centered around Phil Niekro Blvd. A red square labeled '6' is located on the west side of the road, between East Main St and Robert Roberts Dr. The map includes numerous property lots with their addresses labeled in green. To the north of Phil Niekro Blvd is a large white industrial building, and to the south is a residential area with a golf course. Other roads visible include Lanier Pkwy, Thurmon Tanner Pkwy, and Spout Springs Rd. A red line runs along the south side of Phil Niekro Blvd, possibly indicating a utility or boundary line.



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

Name: Joseph Mezzanotte Month/Year: February, 2026

	Meeting Date	Description of Meeting
1.	2/4	GHCC - Health Care in Hall County
2.	2/5	GHCC - UNG - Growth + Service
3.	2/10	Public Meetings - Comprehensive Plan
4.	2/12	Public Meetings - Invited w/ Tellur Holdings
5.	2/18	GHCC - Economic Development
6.	2/24	Public Information Meetings - 3-6 Comp. Plan
7.	2/25	GHCC - Logistics Forum
8.	2/26	GHCC - Board Meetings

My signature certifies that I am eligible to be paid for 8 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 \$ 800.00

Joseph Mezzanotte
Signature



**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:

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 Public Works Director Bill Whidden, City Clerk Shelia Cooper, Finance Director Matthew Hamby, Deputy Chief John Powell, Human Resources Director Krystle Hightower, Planning & Community Development Director Chris McCrary, Fun Director Renee Carden, Public Utilities Director Peter Woerner, and City Attorney Ted Baggett.

Absent: City Manager Tonya Parrish

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

Awards & Recognitions:

There were no awards or presentations.

Public Hearing:

There were no public hearings.

Unfinished Business - Work Session:

There was no unfinished business.

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.

City Clerk Cooper read the caption for Resolution 26-004.

Director Hamby presented Resolution 26-004, first and second quarter amendments to the budget for FY2026, as previously adopted on June 19, 2025. There were no adjustments needed for the quarter ending December 30, 2025. There were adjustments made to the following: Tax Allocation District Fund, Water/Wastewater Capital Projects Fund, SPLOST VII Capital Projects Fun, Local Resources Capital Projects Fund, and Water and Wastewater Operating Fund. The adjustment maintains a balanced budget for all funds.

Council held a discussion with Director Hamby.

- b. Consider Second Amendment to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC

Director Hamby presented a Second Amendment to the contract with Waste Eliminator, LLC for dewatered sludge and waste removal. This amendment to the contract will allow automatic annual renewals for an additional five fiscal years. The amendment also updates the pricing structure for the service. All haul rates and fuel surcharge percentages in 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.

Council held a discussion with Director Hamby.

- c. Presentation - Update on Wastewater Treatment Plant Expansion Project by Archer Western

Addison Shealy, Assistant Project Manager, Archer Western, presented a construction progress update on the Flowery Branch Wastewater Treatment Plant expansion. There have been zero safety incidents to date since the start of the project. There have been zero significant quality incidents to date since the start of the project and protecting the finished work remains the top priority. The project will move through four separate startup phases as new facilities come online, and existing structures are rehabilitated. Each phase will require close coordination between the City, the engineer, and the contractor to ensure smooth transitions. Quality and safety efforts will focus on system checks, control readiness, and operational reliability before each structure is activated. This approach ensures every facility is safe, stable, and fully functional before progressing to the next stage. The main construction phase is sixty percent complete. The project is currently tracking twenty-eight days ahead of schedule.

Department Reports:

Department of Fun Report

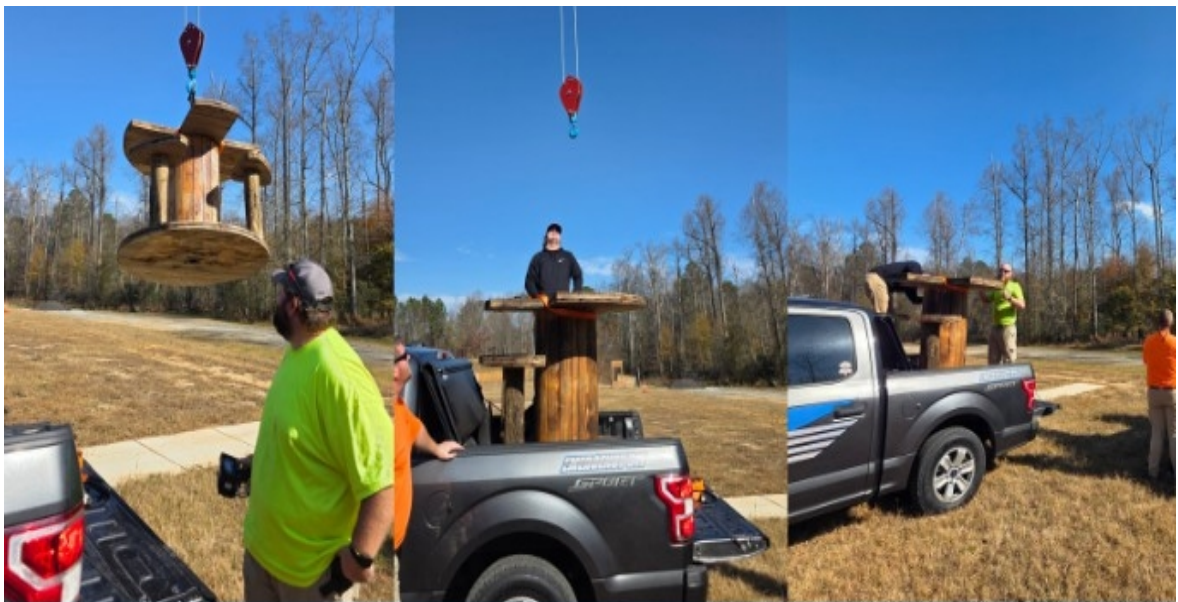
Director Carden noted upcoming events.

Planning Department Report

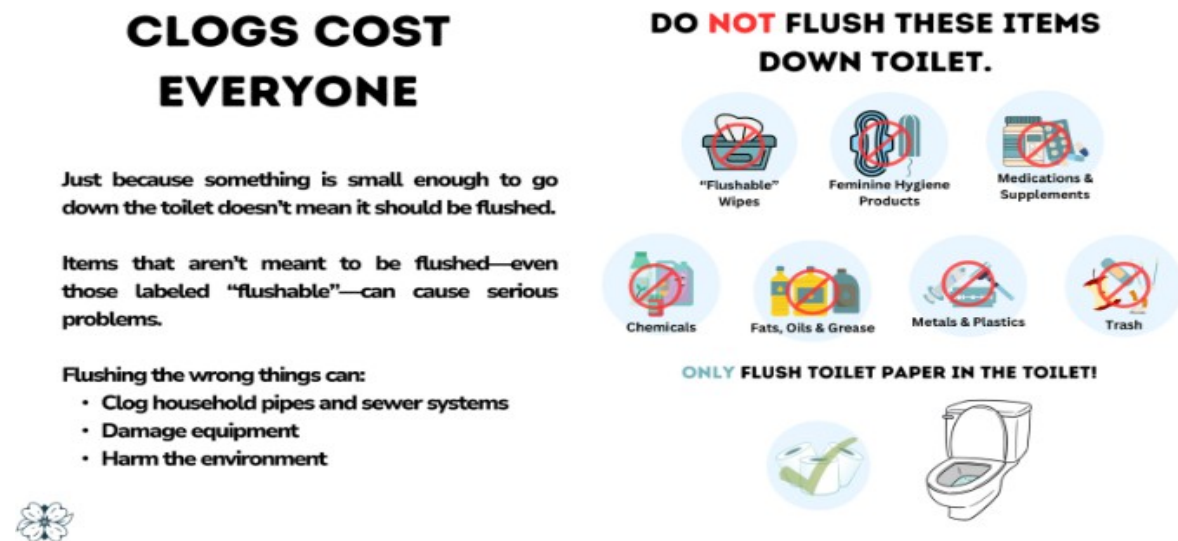
Director McCrary thanked all visitors that came to the Comp Plan Public Meeting.

Public Utilities Report

Director Woerner presented an update on the Public Utilities Department. The department recently completed the lead and copper sampling survey. Testing for lead and copper is important for educating the public about potential problems with their plumbing materials. Health problems come from lead and copper can range from brain damage to stomach problems. The department is requesting greater public participation in this very serious issue. The department had goals heading into the year to complete projects using three simple methods. Improve communication between crews through Hiperweb. Enhance workplace safety. Strengthening the preventative maintenance program. There were booster pump modifications where smaller pumps were installed for lower flow and redundancy. The pumps run six hours less per day and that saves energy and maintenance costs in the long term. The pumps no longer run twenty-four hours per day, and they shut off automatically when the Gainesville Street tank reaches full capacity. The diester project reduced the amount of overtime it took to run the belt press. This reduced the amount of overtime it took to run the belt press, which meant less time on the belt press. The lift station wet well modifications replaced galvanized guide rails with stainless steel to ensure longevity. Installation of safety grates for a safer work environment for maintenance crew and contractors. Six of the thirteen pump stations previously did not have safety grates. The department completed five out of ten capital projects scheduled for this year. Four capital projects are currently in progress, and one project is in the planning phase. The department remains on track to meet the June 2026 capital projects completion deadline. One of the capital projects was the tool truck replacement project (utility truck with boom), which reduced overtime, contractor service calls, and maintenance costs. The purchase of the utility truck with boom was primarily intended to support maintenance of the sewer lift stations, but the truck is capable of serving many additional functions. Many in-house maintenance projects can now be completed, with the capability to continue doing so for years to come. The utility truck benefits other city departments too.



Plant effluent reuse pumps were rebuilt after twenty-one years of service. The valves were also replaced. This marks an important first step in rebuilding the Spray Field.



Council Report

Council Member Mezzanotte appreciated the information from Archer Western and Director Woerner. Council Member Mezzanotte addressed concerns with the round about being built on McEver Road.

Council Member Vanderbilt thanked Director Carden for replacing the broken swing at Jones Park.

Adjournment Work Session:

Mayor McClellan adjourned the work session at 7:01 p.m.

Voting Session Agenda

Call Voting Session to Order:

Mayor McClellan called the voting session to order at 7:01 p.m.

Public Comments:

Lexi White, 2541 High Brow Street, Duluth, Georgia 30096.

Ms. White asked Council to consider a moratorium on the Immigration and Customs Enforcement (ICE) detention center.

Susanne Croft, 7452 Whistling Duck Way, Flowery Branch, Georgia 30542.

Ms. Croft asked Council to consider a moratorium on the Immigration and Customs Enforcement detention center.

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

Ms. Wilson asked Council to consider a moratorium on the Immigration and Customs Enforcement detention center.

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

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

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

Unfinished Business - Voting Session:

There was no unfinished 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.

City Clerk Cooper read the caption for Resolution 26-004.

There was a motion made to approve Resolution 26-004.

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

- b. Consider Second Amendment to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC

There was a motion made to approve the second amendment to Dewatered Sludge and Waste Removal Contract with Waste Eliminator, LLC.

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

Executive Session:

There was no executive session held.

Adjournment:

There was a motion made to adjourn the meeting at 7:10 p.m.

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

Oliver McClellan
Mayor

Date

Shelia Cooper
City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Change Order #1 to Contract with Cornerstone Mechanical, LLC for 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation

DATE: February 27, 2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$12,875.00

COUNCIL ACTION REQUESTED ON: March 19, 2026

PURPOSE: The purpose of this item is to accept Change Order #1 an increase of \$12,875.00 to the contract for the rehabilitation of two lift stations; Portsmouth located at 7065 Valley Forge Dr and Tidewater located at 6212 Mitchell St.

HISTORY: The City of Flowery Branch sought proposals to rehabilitate Tidewater and Portsmouth Lift Stations. Both stations are over 20 years old.

The City of Flowery Branch received one (1) proposal, that belonged to Cornerstone Mechanical, LLC. The contractor has been a supplier of proposed pumps for over 50 years.

Contract was awarded to Cornerstone Mechanical, LLC on July 17, 2025 in the amount of \$205,993.00

FACTS AND ISSUES: Cornerstone Mechanical was preparing to begin the equipment rehabilitation at the Tidewater Lift Station in February. During a site visit, the controls technician identified an electrical miscalculation affecting both the existing control panel and the newly fabricated replacement panel. The wiring configuration and electrical values on the current panel did not align with those of the new panel intended for installation.

To resolve this issue and ensure proper system operation, Cornerstone Mechanical will need to replace wiring, circuit breakers, and several additional electrical components on the upgraded control panel. These modifications are necessary to bring the system into alignment and allow the project to proceed efficiently.

Excess funds will be pulled from the Oakwood Industrial Lift Station Rehabilitation project. That project is complete and has a remaining balance of \$63,449.00.

OPTIONS:

1. Approve Change Order #1 with Cornerstone Mechanical, LLC.
 2. Do approve Change Order #1 with Cornerstone Mechanical, LLC.
-

RECOMMENDED SAMPLE MOTION: I make a motion to approve Change Order #1 with Cornerstone Mechanical, LLC for the Tidewater & Portsmouth Lift Stations Rehabilitation project.

DEPARTMENT: Finance

Prepared by: Nancy Rodriguez



CONTRACT AGREEMENT

25-005 TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

This Agreement made and entered into this 17 day of July, in the year 2025, by and between The City of Flowery Branch, Georgia, having its principal place of business at 5410 Pine St, Flowery Branch, Georgia and **CORNERSTONE MECHANICAL, LLC** ("Contractor") located at 101 Devant Street, Suite 804 Fayetteville, GA 30214

WHEREAS, the City of Flowery Branch is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Flowery Branch; and

WHEREAS, the City of Flowery Branch has caused **RFP 25-005** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **RFP 25-005**; and

WHEREAS, the Contractor's submittal was deemed by the City of Flowery Branch to be the most responsible and responsive per the scope of work; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Work**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

- EXHIBIT A - SCOPE OF SERVICE**
- EXHIBIT B - COST PROPOSAL**
- EXHIBIT C - W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**
- EXHIBIT E - E-VERIFY AFFIDAVIT**
- EXHIBIT F - CONTACT INFORMATION**
- EXHIBIT G - ADDENDUMS**
- EXHIBIT H - CONTRACTOR'S OATH**

2.0 Compensation

- 2.1 Pricing. The Contractor will be paid for the services sold pursuant to the Contract in accordance with the BID and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **"Exhibit B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$205,993.00**,
- 2.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to APInvoices@flowerybranchga.org and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

- 2.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.
- 2.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

3.0 Duration of Contract

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 terms of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services until all

services are rendered. All invoices postmarked by the City during said term shall be filed at the 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.

4.0 Independent Contractor

- 4.1** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Flowery Branch. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Flowery Branch Representative within ten (10) day after issuance.
- 4.2** Inasmuch as the City of Flowery Branch and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Flowery Branch without the express knowledge and prior written consent of the City.

5.0 Indemnification

- 5.1** The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, Subcontractors, Contractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 5.2** Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

6.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Flowery Branch Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements

are not remedied City of Flowery Branch has the right to cancel this Agreement with no additional obligation to Contractor. The deadline for project completion shall be 126 days after receipt of a Notice to Proceed from the City. For every day after 126 that the project remains incomplete, the City shall assess liquidated damages of \$200 per day.

6.1 Final Completion, Acceptance, and Payment

- (a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- (b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- (c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

7.0 Changes

The City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

8.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

9.0 Insurance

- 9.1 The Contractor shall, at its own cost and expense, obtain and maintain the following minimum insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact

business in the State of Georgia.

▪ Workers' Compensation	Statutory Minimum \$100,000/accident
▪ Employers Liability	\$1,000,000
▪ Bodily Injury Liability	\$1,000,000
▪ Except Automobile	\$1,000,000 aggregate
▪ Property Damage Liability	\$1,000,000 each occurrence
▪ Except Automobile	\$1,000,000 each occurrence
▪ Automobile Bodily Injury	\$1,000,000 each person
▪ Liability	\$1,000,000 each occurrence
▪ Automobile Property	
Damage Liability	\$1,000,000 each occurrence
▪ Excess Umbrella Liability	\$2,000,000 each occurrence

- 9.2** Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

10.0 Termination

- 10.1** Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (d) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

- 10.2** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (a) The Contractor fails to deliver or has delivered nonconforming goods or services or

fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- (b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

10.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (a) Immediately terminate the Contract without additional written notice; and/or
- (b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

10.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

10.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

10.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

11.0 Claims and Dispute Resolution

11.1 Claims Procedure.

- (a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (b) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect)

impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

- (d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (f) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

11.2 Arbitration.

- (a) If Contractor disagrees with City's decision rendered in accordance with section 12. If Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- (b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 - (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - a. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Hall County.

- b. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- c. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Hall County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- d. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

12.0 Confidential Information

12.1 Access to Confidential Data. The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (d) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement.

Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 12.2** No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 12.3** Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 12.4** Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 12.5** Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

13.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the BID, as amended, and the Contractor's submittal, the language in the former shall govern.

- 13.1** Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

14.1 Federal Requirements.

- (a) Federal Compliance Regulations.

Federal regulations apply to all City of Flowery Branch contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the

following Federal requirement as they apply to:

- (1) **Equal Employment Opportunity** - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 12466, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (2) **Reports** - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
- (3) **Patents** - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
- (4) **Copyrights** - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) **Access to books, documents, papers and records of the Contractor** which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) **Retention of all required records for three years after the City makes final payment and all other pending matters are closed.**

14.2 Georgia Security and Immigration Compliance Act

- (a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify

information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.

- (b) The Contractor further certifies that any Subcontractors employed by Contractor for the performance of this agreement has executed an appropriate Subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each Subcontractor.
- (c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

15.0 Bonding Requirements

Bid, performance and payment bonds shall be required for all contracts where the cost is one-hundred thousand dollars (\$100,000.00) or greater as required per O.C.G.A. § 36-91-50.

(a) Bid Bonds

- (1) The bid bond must be in an amount of not less than 5 percent of the total amount payable by the terms of the contract. In lieu of a bid bond, the city may accept a cashier's check, certified check, or cash deposit in an amount of not less than 5 percent of the total amount payable by the terms of the contract. If the contract does not exceed \$750,000.00, the city may also accept an irrevocable letter of credit in lieu of the bid bond. No bid or proposal shall be considered to be complete unless a bid bond has been submitted. O.C.G.A. § 36-91-50(d). If a bid bond is required and the contractor fails to provide it, the contract shall be invalid. O.C.G.A. § 36-91-50(d). The city must approve the form and solvency of the surety prior to acceptance of the bid or proposal. O.C.G.A. § 36-91-40(a)(2).

(b) Performance Bonds

- (1) The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. O.C.G.A. § 36-91-70. If the public works construction contract is less than \$750,000.00, the local government may accept an irrevocable letter of credit instead of a performance bond. O.C.G.A. § 36-91-71. No public works construction contract requiring a performance bond shall be valid for any purpose unless the contractor shall give such performance bond. O.C.G.A. § 36-91-70. The affected city may recover any damages resulting from the contractor's breach by filing an action within one year of the completion of the project and acceptance of the work. O.C.G.A. § 36-91-72. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

(c) Payment Bonds

- (1) The payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90. In lieu of a payment bond, the city may

accept, in its discretion, a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract. O.C.G.A. § 36-91-90. No public works construction contract requiring a payment bond shall be valid for any purpose. O.C.G.A. § 36-91-91. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Flowery Branch's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- (a) The Contractor has made false certification herein; or
- (b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Flowery Branch all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Flowery Branch pursuant

hereto.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

22.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF FLOWERY BRANCH:

By: Edward R. Asbridge

Title: Mayor

Name: Edward R. Asbridge

Date: 7/17/2025

CONTRACTOR: CORNERSTONE MECHANICAL, LLC

By: Andrea L Schmid

Title: Vice President

Name: Andrea Schmid

Date: 7/1/25

Attest:

Shelia Cooper
Shelia Cooper, City Clerk



Approved as to form:

Ted Baggett
Ted Baggett, City Attorney

EXHIBIT A

TO CONTRACT BETWEEN CITY OF FLOWERY BRANCH AND CORNERSTONE MECHANICAL, LLC FOR TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

REFERENCE: RFP# 25-005 SCOPE OF WORK

The following Scope of Work outlines the required tasks the Contractor is expected to perform and include in their quotes. Contractor shall perform all services provisioned under the contract in a skillful and competent manner.

The Contractor shall provide the City with monthly invoices upon the completion of services. The Contractor shall assign a Project Manager who will meet with City staff on a quarterly basis.

Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive.

Proposals shall include the following:

- A. Completed Proposal Information Sheet
- B. Pump Curve showing Head vs. Flow on the X-Y axis and including HP, efficiency, and recommended impeller model/diameter
- C. Manufacturer's Catalog Information
- D. Warranty Information
- E. List of Model Reference Installations including:
 - 1. Location
 - 2. Design Flow/Head
 - 3. Number of Units
 - 4. Date of Operation
 - 5. Reference Contact Information
- F. Make, Model, Weight, and Horsepower of each pumping system
- G. Identification of Materials of Construction for:
 - 1. Impeller & insert ring
 - 2. Pump housing
 - 3. Mechanical seals
- H. Dimensional Plan and Sections
- I. Inlet and Discharge Piping sizes
- J. Electric Motor Nameplate Data
- K. Painting/Coating Information
- L. Maintenance Requirements and Frequencies
 - 1. Narrative of how Required Maintenance Activities are to be performed (include parts that are to be removed to provide access for maintenance, etc.)
- M. Control Panel Information – see Equipment Specifications
- N. Miscellaneous/Installation Services – see Equipment Specifications

I. Equipment Specifications a. Tidewater Lift Station

- i. Two (2) submersible pumps:
 - Pumps to be Flygt NP 3127 MT 3~ (439 impeller) or approved equal
 - Proposed Design Point (single pump running): 385 gpm @ 42' total dynamic head
 - Future Design Point (single pump running): 465 gpm @ 46.5' total dynamic head
 - Voltage: 480V
 - ii. One control panel (see Controls/Panel Specifications below)
 - b. Portsmouth Lift Station
 - i. Two (2) submersible pumps:
 - 1. Pumps to be Flygt NP 3127 MT 3~ (487 impeller) or approved equal
 - 2. Proposed Design Point (single pump running): 125 gpm @ 88' total dynamic head
 - 3. Voltage: 240V
 - ii. One control panel (see Controls/Panel Specifications below)
 - iii. Two sets of Stainless-Steel Guide Rails (to replace the existing galvanized guide rails) approximately 15' deep – installation by others.
 - c. Controls / Panel Specifications:
 - i. NEMA 4X S.S. enclosure
 - ii. SC100 Pump Controller
 - iii. Microprocessor-based; not battery-dependent
 - iv. *Items Applicable to Portsmouth LS Control Panel Only – Not Required for Tidewater LS Control Panel:*
 - 1. (2) VFDs for the 10 hps pumps (VFDs to have 20% power margin above required power). VFDs are used for conversion of single phase power to three phase; they will not be used to vary the speed of the pump.
 - 2. AC unit(s) to cool the panel to 80-deg
 - 3. Panel sized to accommodate the VFDs.
 - 4. Soft Starters not required.
 - v. Soft Starters – Tidewater panel only (not required at Portsmouth)
 - vi. Primary level transducer
 - vii. Two-float backup level switch
 - viii. Lead/lag/high operation
 - ix. Leakage and temperature sensors
 - x. Main circuit breaker
 - xi. Hour meter for each pump
 - xii. Pump start counter for each pump
 - xiii. Control transformer
 - xiv. Intrinsically safe barriers
 - xv. Alternator for two pumps
 - xvi. Pump fault and run lights
 - xvii. HOA switch
 - xviii. Mini power zone for auxiliary equipment
 - xix. As-built drawings provided on inside of panel

II. Installation / Miscellaneous Services

- a. Start-up services shall be provided by the manufacturer, and all costs included in their Proposal price:

- i. Performance testing & certification
 - ii. Wiring & configuration verification
 - iii. Pump system start-up
 - iv. Training
 - v. Parts list & manuals
- b. The existing RACO Alarm Agent will need to be connected to the control panel for:
 - i. Power failure
 - ii. Generator running
 - iii. High level alarm
 - iv. Low level alarm
 - v. Pump failure alarm

III. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- A. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- B. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- C. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. The contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment.

LIST OF LOCATIONS

Location	Address:	Schedule:
Portsmouth Lift Station	7065 Valley Forge Dr, Flowery Branch, GA 30542	Monday – Friday
Tidewater Lift Station	6212 Mitchell St, Flowery Branch, GA 30542	Monday – Friday

All services, unless otherwise approved, must be conducted during business hours on scheduled set days.



EXHIBIT B

**TO CONTRACT
BETWEEN CITY OF FLOWERY BRANCH AND
CORNERSTONE MECHANICAL, LLC
FOR TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION**

**REFERENCE: RFP# 25-005
COST PROPOSAL**

**City of Flowery Branch
BID CERTIFICATION
RFP 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation**

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 60 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

SEE PAGE 15

Please attach specific pricing details that itemize costs by task, including contractor staff time and hourly rates, and other direct costs (materials, supplies, etc.). (In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:

Joe Pope
Unofficial Witness

By: Andrea L Schmid
(Person authorized to sign binding contract)

Title: Vice President

Arlene McWaters
Notary Public
Commission Expires 2/24/29

Attest: Chris Lee
(Officer of Company if Corporation)

Title: PRESIDENT



Company Name:

Cornerstone Mechanical LLC

COST PROPOSAL INFORMATION SHEET

REFERENCE RFP #25-005

Company Name:	Cornerstone Mechanical	
Proposer Address:	101 Devant Street, Suite 804, Fayetteville Ga 30214	
Proposer Contact:	Andy Bramlett	
Proposer Telephone Number:	Cell 404-944-2988 or Office 770-742-3321	
Proposer Email Address:	andy@cornerstone-mechanical.com	
Number of Years as a Supplier of a Pump of this Type:	Cornerstone Mechanical 4 years Ebara 50+ years	
Pump Model:	2 each- 100DLMKFU67.54 460 volt 2 each - 80DLCMKFU6112 208/230 volt	
Equipment Price: <i>(including manufacturing, materials, labor, delivery/freight, startup services, performance test, operator training, etc.)</i>	2 each- 100DLMKFU67.54 460 volt 2 each - 80DLCMKFU6112 208/230 volt Total	US Dollars \$86,229.00 \$119,764.00 \$205,993.00
Submittal Lead Time from Purchase Order:	Submittal turn-around time is 10 business days	10 Days
Equipment Lead Time from Approved Submittal:	Lead times for both pumps is currently at 6-8 weeks.	42-56 Days
Refunds/discounts to the City in the event the proposed lead times are exceeded		\$2/Day \$/Day
Travel/site time included for manufacturer's representative services (such as pump startup):		2 Trips 4 Days Trips/days

- **Flowery Branch Bullet Points**

1.Expected Performance Based on HP and Efficiency

- A. Portsmouth- 15HP motor has been selected. This motor with the given flow rate, head and given speed will operate in, the motor efficiency for the selected 80DLCMKFU611 is at 34.54%. (See attached power curve)

Tidewater- 10HP motor has been selected. This motor with the given flow rate, head and given speed will operate in, the motor efficiency for the selected 100DLMKFU67.5 is at 64.86%. (See attached power curve)

Space constraints or restrictions are extremely minimal given the sizing that was given at the time of quotation. Events that could reflect on pump performance are items such as extreme rain events, or system issues caused by excessive material in the well while pumping, such as heavy rags or construction type materials.

2.Ability to Accommodate Future Design Points

- A. In both pump stations that are quoted there is room for future head and flow.

Portsmouth-Based of what is quoted for current pumping needs, this pump has the capability to handle increase flows up to 225 GPM with 15 ft. of head by going to the next impeller size up.

Tidewater- Based of what is quoted for current pumping needs, this pump has the capability to handle increase flows up to 150 GPM with 10ft. of head by going to the next impeller size up.

Both Portsmouth and Tidewater pump stations pump that are selected have enough room on the curve for increased output if needed due to unforeseen

events. As stated above, for future needs, by going to an increased impeller size will give increase flows and head for those needs to increase longevity of the pumps to accommodate, given if there are no changes to the well or conditions entering the well. As with any pump MFG, any design changes would have to be worked with the MFG to ensure that the given pump will meet the new design criteria.

3.Expected Reliability

Ebara is a 113-year-old pump manufacturer that has produced the DLKFU pumps for 20 years. This pump is considered one of our “work horse” pumps that has seen great success with many different applications over the years. Ebara carries extensive stock in pumps and parts to service our multi market members in North America. Ebara Pumps Americas Corporation is headquartered in Rock Hill, SC., with all cast iron products being assembled at this plant. Ebara not only services the municipal market but also Industrial and commercial.



Andrea Schmid
Cornerstone Mechanical
andrea@cornerstoneh2o.com
770-742-3321

Date: July 2, 2025

RE: 25-005 Tidewater and Portsmouth Lift Station Rehab
City of Flowery Branch GA

To Whom it May Concern:

Please see the schedule below for the above referenced project at Flowery Branch GA.

Lead time for submittals: 2 weeks

Approval of submittals: 4 weeks

Lead time for pumps after submittal approval: 8 weeks + 1 week for shipping

Time to do the work at both pump stations: 2 weeks

Time for startup: 1 week

Total for project: 18 weeks or 126 days

Regards,

A handwritten signature in dark ink that reads "Andrea Schmid". The signature is written in a cursive, flowing style.

Andrea Schmid

City of Flowery Branch

5410 Pine St.

Flowery Branch, GA. 30542

Attn: Nancy Rodriguez

Phone: (770-967-6371)

Nrodriguez@flowerybranchga.org

RFP No. 25-005 Tidewater & Portsmouth Lift Stations Rehabilitation

Tidewater Lift Station

1. Mobilize to Flowery Branch Tidewater Lift Station
2. Provide and install 1 open trailer diesel bypass pump and accompanying hoses
3. Setup bypass for the duration of the work
4. Provide and install 2 each Ebara 100DLMKFU67.54 460V
 - Construction Details
 - Phase: Three Voltage: 460V 10HP Motor
 - Standard Mechanical Seal Material: Carbon-Ceramic-NBR Upper / Silicon CarbideSilicon Carbide-NBR Lower
 - Impeller Trim: Impeller Trim Required Imp Diameter - Shroud Side: 9.45 in
 - FLYGT Adapters: 4"
 - Accessories Accessories: Monitor Relay
 - Lifting Chain: Stainless Steel 9mm x 20' Lifting Chain
 - Cable Length: Standard 50ft (includes power & sensor cables)
(See attached data sheets for pump curve information)
5. Provide and install 1 each Duplex, Transducer Operated Control Panel with 2 float backup and SC100 Pump Controller
 - See attached data sheets for a full list of control panel components
6. Provide and install 2 new floats
7. Perform Startup Services

Equipment Package.....	\$52,429
Bypass Pumping.....	\$9,450
Installation.....	\$21,850
Startup Services.....	\$2,500

Total.....	\$86,229
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Portsmouth Lift Station

1. Mobilize to Flowery Branch Portsmouth Lift Station
2. Provide and install 2 each Ebara 80DLCMKFU6112 208/230V
 - Construction Details
 - Phase: Three Voltage: 208/230V 15HP Motor
 - Standard Mechanical Seal Material: Carbon-Ceramic-NBR Upper / Silicon CarbideSilicon Carbide-NBR Lower
 - Impeller Trim: Impeller Trim Required Imp Diameter - Shroud Slde: 10.43 in
 - FLYGT Adapters: 3"
 - Accessories Accessories: Monitor Relay
 - Lifting Chain: Stainless Steel 9mm x 20' Lifting Chain
 - Cable Length: Standard 50ft (includes power & sensor cables)
(See attached data sheets for pump curve information)
3. Provide and install 2 sets of 304 Stainless Steel Guide Rail Pipes to replace Galvanized rails – No intermediate brackets, less than 20ft length
4. Provide and install 1 each Duplex, Transducer operated with 2 float backup system Control Panel with SC100 Pump Controller and VFDs to convert single phase power to 3 phase
 - See attached data sheets for a full list of control panel components
5. Provide and install 2 new floats
6. Perform Startup Services

Equipment Package.....	\$105,091
Rails.....	\$3,200
Installation.....	\$8,973
Startup Services.....	\$2,500

Total..... \$119,764

Cornerstone Mechanical

101 Devant St. Unit 804, Fayetteville, GA 30214

Contact – Andy Bramlett

Cell: 404-944-2988

Office: 770-742-3321

Supervisor Service Rates Daily Rate.....\$1,500

Hourly Rate.....\$150

Overtime Rate.....\$225

Senior Mechanic Daily Rate.....\$1,200

Hourly Rate.....\$120

Overtime Rate.....\$200

Mechanic Rate Daily rate.....\$925

Hourly Rate.....\$92.50

Overtime Rate.....\$138.75

Confined Space Entry adds \$750/day to any job

Daily Rate for a two man crew, tools, and 6000lb. crane truck.....\$2,675

Provide a 40 ton boom truck can handle that at 45' radius with operator \$2,850 per 8 hour day on site Monday - Friday. Any time after 8 hours on site would be an additional \$300 per hour. All rates begin at the time of Technicians departure and end when they arrive back at the office. 4 hour minimums apply to all services.

END EXHIBIT B

EXHIBIT C - W-9

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cornerstone Mechanical LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
- ☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **S**
- Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 3095

6 City, state, and ZIP code

Peachtree City GA 30269

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

9 2 - 0 3 0 0 0 9 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Andrea L. Schmid

Date

2-19-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



EXHIBIT D - CERTIFICATE OF INSURANCE

CORNH20-01

STOSH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Townley Kenton, Inc 125 Clairemont Ave. Ste 520 Decatur, GA 30030	CONTACT NAME:	PHONE (A/C, No, Ext): (404) 377-7774	FAX (A/C, No): (404) 377-8517
	E-MAIL ADDRESS: rob@townleykenton.com		
INSURED Cornerstone Mechancial, LLC P.O. Box 3095 Peachtree City, GA 30269	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ironshore Specialty Insurance Company		25445
	INSURER B : State Auto Insurance Co.		25135
	INSURER C : Summit Consulting		10335
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	IEPUW0030996400	9/16/2024	9/16/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Pollution Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY		10193831CA	12/11/2024	12/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR		XSCUW0030996500	9/16/2024	9/16/2025	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	0521-23804	10/6/2024	10/6/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		IEPUW0030996400	9/16/2024	9/16/2025	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Flowery Branch GA
5410 Pine Street
Flowery Branch, GA 30542

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT E

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF FLOWERY BRANCH has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2041033

Federal Work Authorization User Identification Number

12-14-2022

Date of Authorization

Cornerstone Mechanical LLC

Name of Contractor

Flowery Branch Pump Stations

Name of Project

City of Flowery Branch

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2025 in Fayetteville (city), GA (state).

By: Andrea L Schmid
Signature of Authorized Officer or Agent

Andrea L Schmid
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

1 day of July, 2025

Angene McWaters
NOTARY PUBLIC

My Commission Expires:

Feb. 24, 2029



EXHIBIT F

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: Cornerstone Mechanical LLC

Doing Business As (DBA): _____

Federal Employee ID Number (FEIN): 92 - 0300092 -

Address:

101 Devant St
Suite 804
Fayetteville GA 30214

Mailing Address (if different)

PO Box 3095
Peachtree City GA 30269

Contractor Information:

Primary Contact Person: Andy Bramlett
Title: VP Sales
Telephone Number: 404 944 2988
E-mail Address: andy@cornerstone-mechanical.com

Secondary Contact Person: Andrea Schmid
Title: VP Operations
Telephone Number: 678 457 3816
E-mail Address: andrea@cornerstoneh2o.com

Preferred Contact for Administration (i.e. Document Processing) (Choose One)

☐ Primary Contact ☒ Secondary Contact

Signature: Andrea L Schmid Date: 7/1/2025



CITY OF FLOWERY BRANCH**ADDENDUM ACKNOWLEDGEMENT**

RFP 25-005

TIDEWATER & PORTSMOUTH LIFT STATIONS REHABILITATION

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number

Dated

Acknowledge Receipt (Initial)

1
2

March 25, 2025
March 31, 2025

AS
AS

☐ NO ADDENDA WERE RECEIVEDCOMPANY NAME: Cornerstone MechanicalCONTACT PERSON: Andrea SchmidADDRESS: 101 Devant St Suite 804CITY: Fayetteville STATE: GA ZIP: 30214PHONE: FAX: 770 742 3321EMAIL ADDRESS: andrea@cornerstoneh2o.comSIGNATURE: Andrea L Schmid DATE: 4-17-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.

EXHIBIT H
CONTRACTOR'S OATH

COMES NOW, Cornerstone Mechanical LLC ("Contractor"),
[name of Contractor]

appearing by and through Andra L Schmid,
[name of individual with authority to bind Contractor]

its VP Operations ("Individual And Representative Affiant"), and
[title]

Andy Bramlett
Christopher Keever

[insert the names of all those required to give the oath]

(collectively, "Individual Affiants"), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated

Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.
3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This 1 day of July, 2025.

By: Andrea L Schmid, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: Andrea L Schmid Title: VP Operations

Individual Affiants' signatures and names:

Andy Bramlett
Name:

Chris Keever
Name:

Name:

[Signature]
Name

Christy S. Keever
Name:

Name:

Subscribed and Sworn before me on this

1 day of July, 2025.

Arlene McWaters
NOTARY PUBLIC

My Commission Expires:

Feb. 24, 2029





City of Flowery Branch

5410 Pine Street
Flowery Branch, Georgia 30542
PH: 770-967-6371

PURCHASE ORDER

PO Number: PO-000446

Date: 07/22/2025

Requisition #: PO-000446

Vendor #: 04332

ISSUED TO: Cornerstone Mechanical, LLC
101 Devant St Suite 804
Fayetteville, GA 30214
PH: (404) 944-2988
Email: Andy@Cornerstone-Mechanical.com

SHIP TO: Flowery Branch Water Wastewater Treatment Pla
5572 Atlanta Hwy
Flowery Branch, GA 30542

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	Tidewater Lift Station Rehab	308-0000-541530	50290		86,229.00
2	Portsmouth Lift Station Rehab	308-0000-541530	50290		119,764.00

Tidewater & Portsmouth Lift Stations Rehab Project

SUBTOTAL:	205,993.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	205,993.00

Finance Director

1. Original invoice plus one copy must be sent to: City of Flowery Branch 5410 Pine Street, Georgia 30542
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City of Flowery Branch.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City of Flowery Branch is exempt from all federal excise and state tax - ID# 58-0915163



The City of Flowery Branch
None
5410 Pine Street
Flowery Brance, GA 30542

Date: Feb 27, 2026
Expiration Date: Mar 26, 2026
Status: Estimate
Reference: Attn: Peter Woerner

Field Services

- 1. Mobilize to site with all required tools, materials, and personnel to complete panel modifications and repairs.
 - 2. Provide and install:
 - o (1) HDL36100 Circuit Breaker
 - o (2) HDL36040 Circuit Breakers
 - o (4) ATS480D32Y Components (soft starter / associated units)
 - 3. Remove and replace wiring from the main breaker to the motor breakers and from the motor breakers to the motor starters as required.
 - 4. Remove and replace wiring from the main breaker to the motor breakers and from the motor breakers to the motor starters as required.
 - 5. Provide and install all necessary conductors, lugs, terminals, and miscellaneous electrical supplies required for a complete and operational installation.
 - 6. Perform complete installation, termination, and testing of all components.
 - 7. Verify proper operation of breakers, starters, and associated controls prior to demobilization.
- All labor, materials, wiring, and miscellaneous supplies are included in this scope.

Item	Unit Price	Quantity	Taxed	Amount
Field Services	\$12,875.00	1	No	\$12,875.00

Thank you for your business!	Subtotal	\$12,875.00
	Total	\$12,875.00

ORDINANCE NO. 778

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, TO AMEND SECTION 37.5. – CRITERIA FOR GRANTING VARIANCES IN ARTICLE 37 – VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.2 – PROVISIONS THAT MAY BE ADMINISTRATIVELY VARIED IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C- ZONING ORDINANCE, TO AMEND SECTION 38.4 – APPLICATION REQUIREMENTS, IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.7 – CRITERIA FOR GRANTING VARIANCES IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE, TO AMEND SECTION 38.8 – PROCEDURES IN ARTICLE 38 – ADMINISTRATIVE VARIANCES IN APPENDIX C – ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY, TO REPEAL CONFLICTING ORDINANCES, TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

WHEREAS, the City of Flowery Branch deems necessary to amend the Zoning Ordinance by amending Article 37 – Variances and Article 38 – Administrative Variances to clarify the criteria of variance considerations and procedures of variance applications; and

WHEREAS, the City Council finds that in the interests of the public, the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive, is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

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

SECTION 1.

Section 37.5 of Article 37 of Appendix C is hereby amended to read as follows:

“Sec. 37.5 – Criteria for Granting Variances.

1. Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that all of the following conditions exist. The City Council shall not approve a variance application unless it shall have adopted findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, and buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City’s Subdivision Ordinance (Appendix B) and the City’s Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City’s Subdivision Ordinance (Appendix B) or the City’s Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.
 - f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the purpose and intent of the City’s Subdivision Ordinance (Appendix B) and the City’s Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
 - a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district.
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit granted by the City Council.

- c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.
 - e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The City Council may attach reasonable conditions to a variance through the exercise of its legislative powers and police powers when necessary to prevent or minimize adverse impacts upon property or the environment or to further the purpose and intent of the City's Comprehensive Plan."

SECTION 2.

Section 38.2 of Article 38 of Appendix C is hereby amended to read as follows:

"Sec. 38.2 – Provisions that May Be Administratively Varied.

The following provisions of this zoning ordinance may be administratively varied by the Director of Planning and Community Development, in accordance with the criteria in Section 38.7, subject to the specific limitations of this Section:

- a) Front building setback for a principal building, reduction not to exceed seven (7) feet.
- b) Side building setback for a principal building, reduction not to exceed three (3) feet.
- c) Rear building setback for a principal building, reduction not to exceed five (5) feet.
- d) Setback for an accessory building, reduction not to exceed two (2) feet.
- e) Maximum height of a building, not to exceed five (5) feet above the applicable maximum.
- f) Parking above the maximum or twenty percent (20%) below the minimum required as specified in Table 21.3, on a case-by-case basis based upon the scale and impacts of the request, for good cause shown, as provided in Section 21.18 of this zoning ordinance.
- g) The maximum height of fences and walls, not to exceed a two (2) foot increase.
- h) Certain dimensional requirements of the TND zoning district, as specified in Table 7.2 of this zoning ordinance, may be administratively varied by the Director of Planning and Community Development, for one or more lots for detached, single-family dwellings only, as follows:

1. The required minimum lot size of 6,700 square feet may be reduced to 6,000 square feet (and the corresponding maximum density may be increased from 6.5 to 7.26 dwelling units per acre);
2. The required minimum lot width of forty-five (45) feet may be reduced to forty (40) feet;
3. The minimum lot depth may be reduced from eighty (80) feet to seventy (70) feet.”

SECTION 3.

Section 38.4 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.4 – Application Requirements.

Applications for administrative variance shall require submittal of an application meeting the requirements specified in this Section.

- a) Application fee as specified by this ordinance or established by resolution of the City Council;
- b) Application form furnished by the Director of Planning and Community Development, including signed and notarized signature of property owner;
- c) Legal description of the property;
- d) Survey plat of the property;
- e) Letter of intent describing the proposed use of the property or other action requested;
- f) Site plan of the property at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements;
- g) Statistics regarding the proposed development;
- h) Written analysis of how the proposed action compares to decision criteria specified for deciding on the subject type of application;
- i) Description of any special conditions voluntarily made a part of the request;
- j) A notarized letter of consent for proposed variance from adjoining property owners as required and;
- k) Other information as may be required by the Director of Planning and Community Development necessary to determine compliance with the City’s zoning or land use regulations or the purpose and intent of the City’s Comprehensive Plan.”

SECTION 4.

Section 38.7 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.7 – Criteria for Granting Variances.

1. Any applicant requesting consideration of an administrative variance shall provide a written justification that the following conditions exist. The Director of Planning and Community Development shall not approve an administrative variance application unless said Director issues written findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, or buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, create a hazard to air navigation, endanger the public safety or substantially diminish or impair property values within the neighborhood.
 - f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the general spirit and intent of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
 - a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit by the City Council.
 - c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-

conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.

- e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The Planning and Community Development Director may attach reasonable conditions to an administrative variance when necessary to prevent or minimize adverse impacts upon property or the environment.

SECTION 5.

Section 38.8 of Article 38 of Appendix C is hereby amended to read as follows:

“Sec. 38.8 – Procedures.

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- (a) Director of Planning and Community Development shall review all completed applications, as described under Section 38.6.
- (b) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before fifteen (15) days following acceptance of a complete application.
- (c) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.
- (d) Any administrative variance issued by the Director not in conformity with the provisions of this Article shall be null and void.

SECTION 6.

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

SECTION 7.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 8.

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

Approved this ____ day of _____ 2026.

Oliver McClellan, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: March 19th, 2026

Subject / Code Section:

Ordinance 778 – Section 37.5. – Criteria for Granting Variances in Article 37- Variances, of Appendix C – Zoning Ordinance, Section 38.2 – Provisions That May Be Administratively Varied, Section 38.4 – Application Requirements, Section 38.7 – Criteria for Granting Variances, Section 38.8 – Procedures in Article 38 – Administrative Variances

Applicant: Planning and Community Development

EXECUTIVE SUMMARY

The current code sections governing Administrative Variances and City Council approved Variances contain several shortcomings. Ordinance 778 proposes text amendments to clarify the language related to variance criteria. These amendments to Article 37 – Variances and Article 38 – Administrative Variances are intended to provide clearer standards for evaluating variance requests and to streamline the procedures for variance applications.



Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that **one or more** of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that **one or more** of the following conditions exist:

This section uses “one or more” and the language should require all criteria be met as proposed:

Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that ~~one or more of~~ the following conditions **(s)** exist. The City Council shall not approve a variance application unless it shall have adopted findings that ~~one or more of~~ the following conditions exist:

The proposed change requiring all criteria to be met mirrors the same amendment outlined in Section 38.7:

Sec. 38.7. Criteria for Granting Variances.

Any applicant requesting consideration of an administrative variance shall provide a written justification that ~~one or more of~~ the following conditions **(s)** exist. The Director of Planning and Community Development shall not approve an administrative variance application unless it shall have adopted findings that ~~the one or more of~~ the following conditions exist:

Staff is proposing to rewrite the criteria for both code sections for clarification and guidance on approving variances. Currently, the criteria for variances is limited and does not provide enough structure:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;



- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends revising the language in Sections 37.5 and 38.7 to more clearly articulate the circumstances in which Variances may be approved:

1. Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that all of the following conditions exist. The City Council shall not approve a variance application unless it shall have adopted findings that all of the following conditions exist:
 - a) Arises from a condition that is unique and peculiar to the land, structures, and buildings involved.
 - b) Is necessary because the particular physical surroundings, the size, shape, or topographical condition of the specific property involved would result in unnecessary hardship for the owner, lessee or occupants; as distinguished from a mere inconvenience, if the provisions of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) are literally enforced.
 - c) The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.
 - d) The condition is created by the regulations of the City's Subdivision Ordinance (Appendix B) or the City's Zoning Ordinance (Appendix C) and not by an action or actions of the property owner or the applicant.
 - e) The granting of the variance will not impair or injure other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.



- f) The variance granted is the minimum variance that will make possible the reasonable use of the land, buildings, or structures.
 - g) The variance desired will not be opposed to the purpose and intent of the City's Subdivision Ordinance (Appendix B) and the City's Zoning Ordinance (Appendix C) or the purpose and intent of the current Flowery Branch Comprehensive Plan.
2. No variance shall be authorized to:
- a) Allow a structure or use not authorized in the applicable zoning district or a density of development that is not authorized within such district.
 - b) Allow any variance that conflicts with or changes any requirement enacted as a condition of zoning or of a Conditional Use Permit granted by the City Council.
 - c) Reduce, waive, or modify in any manner the minimum lot area established by the City Council through a special condition of approval.
 - d) Permit the expansion or enlargement of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit.
 - e) Permit the re-establishment of any non-conforming use of land, non-conforming use of land and buildings in combination, non-conforming use of land and structures in combination, or non-conforming use requiring a Conditional Use Permit where such use has lapsed.
3. The City Council may attach reasonable conditions to a variance through the exercise of its legislative powers and police powers when necessary to prevent or minimize adverse impacts upon property or the environment or to further the purpose and intent of the City's Comprehensive Plan."

Subsection 3 in Section 38.7 replaces City Council with Planning and Community Development Director since these are administratively approved:

- 3. The Planning and Community Development Director may attach reasonable conditions to an administrative variance when necessary to prevent or minimize adverse impacts upon property or the environment.

Based on staff's experience, newspaper publication is not necessary for Administrative Variances, even though it is currently required under Code Section 38:

- (b) At least fifteen (15) but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for



approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose.

Notice shall also be provided by first-class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same information as the published notice and shall be mailed using the USPS Certificate of Mailing at least fifteen (15) days prior to consideration by the Director.

Staff recommends striking this paragraph. In its place, staff advises that applicants be required to provide written consent from all adjacent property owners before an administrative variance may be approved. This requirement effectively functions as notice of the variance. If the applicant is unable to obtain the necessary consent, the matter shall be forwarded to the City Council for consideration as a full variance in a public hearing.

A notarized letter of consent for the proposed variance from adjoining property owners as required

Recommendation:

Staff recommends **APPROVAL** of the proposed Ordinance 778.

ORDINANCE NO. 779

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 779, TO REPEAL AND REPLACE ARTICLE 35. – PUBLIC HEARING PROCEDURES OF APPENDIX C- ZONING ORDINANCE, TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE, TO REPEAL CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

WHEREAS, the City of Flowery Branch deems necessary to amend the Zoning Ordinance by amending Article 35 – Public Hearing Procedures to clarify the procedures for public hearings; and

WHEREAS, the City Council finds that in the interests of the public, the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive, is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:

SECTION 1. AMENDMENT.

Article 35- Public Hearing Procedures of Appendix C- Zoning Ordinance, is hereby repealed and replaced to read as is shown on attached Exhibit “A”.

SECTION 2. SEVERABILITY.

Public Hearing Published 03/04/2026
Public Hearing 03/19/2026

First Reading 03/19/2026
Second Reading 04/02/2026

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

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 4. REPEALER.

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

Approved this _____ day of _____, _____.

Oliver McClellan, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Exhibit “A”

ARTICLE 35. PUBLIC HEARING PROCEDURES

Sec. 35.1. Applicability.

Any public hearing required by this zoning ordinance for an application for rezoning (amendment to the official zoning map), conditional use, variance (whether filed individually or concurrently with another application), any zoning ordinance brought forward by a member of the governing authority or city administration, and administrative appeal shall be called and conducted in accordance with the procedures of this Article. Nothing contained in this Article shall be construed as prohibiting a presiding officer from conducting a public hearing in a fair, orderly, and decorous manner.

Sec. 35.2. Presiding Officer.

The presiding officer shall preside over the public hearing. In the case of the Governing Body, the Mayor shall preside, or in the absence of the Mayor, the Mayor Pro-Tem shall preside. If neither is present to preside, another member of the Governing Body shall be designated to preside.

Sec. 35.3. Opening of Public Hearing.

- (a) The presiding officer shall indicate that a public hearing has been called on one or more applications made, shall summarize the processes required by this zoning ordinance, and shall open the public hearing.
- (b) Thereupon, the presiding officer shall call the first case and the hearing body shall consider each application on an individual basis in succession as printed on the published agenda or as otherwise approved by the hearing body; provided, however, that the presiding officer may at his or her discretion call and consider more than one application simultaneously when more than one application involves the same piece of property, and when proceedings would be efficiently completed by combining separately required public hearings and discussing more than one scheduled matter as a single group of applications, subject to the limitations on decisions involving simultaneous processing of applications as specified in this zoning ordinance.

Sec. 35.4. Report of Zoning Administrator.

Upon opening the public hearing, the presiding officer shall recognize the Zoning Administrator, who shall provide a summary of the application and present any recommendations or results of investigations. Upon recognition by the presiding officer, any member of the Governing Body may ask questions of the Zoning Administrator.

Sec. 35.5. Proponents.

- (a) When an individual application comes up for hearing, the presiding officer may ask for a show of hands of those persons who wish to appear in support of the application. If it appears that the number of persons wishing to appear in support of the application is in excess of that which may reasonably be heard, the presiding officer may request that a spokesperson for the group be chosen to make presentations.

- (b) Following the report of the Zoning Administrator, the presiding officer shall first recognize the applicant or his or her agent, spokesperson, or each of them, who may present and explain the application.
- (c) There shall be a minimum time period of ten (10) minutes per application at the public hearing for the proponents, which includes the applicant or their agent, to present data, evidence, and opinions; however, the Governing Body shall not be obligated to provide the full ten-minute period to the proponents if they elect not to use that much time. Any member of the Governing Body upon recognition by the presiding officer may ask questions of the applicant or agent of the applicant, or anyone else speaking in favor of an application. The period of time during which the governing body asks questions of the applicant or agent of the applicant or others wishing to speak in support and those in support answer such questions shall not count towards the time limit for the proponents.
- (d) Prior to speaking, each speaker will identify him or herself and state his or her current address. Each speaker may speak only to the proposed application under consideration and shall address his or her remarks only to the hearing body. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed application under consideration. The presiding officer may limit or refuse a speaker the right to continue if, after first being cautioned, the speaker continues to violate this procedure.

Sec. 35.6. Opponents.

- (a) At the conclusion of comments made by proponents, the presiding officer shall allow those wishing to speak in opposition to address the governing body. If it appears that the number of persons wishing to speak in opposition exceeds that which may reasonably be heard, the presiding officer may request that a spokesperson be selected for the group.
- (c) There shall be a minimum time period of ten (10) minutes per application at the public hearing for the opponents to present data, evidence, and opinions and ask questions; however, the Governing Body shall not be obligated to provide the full ten-minutes per application to the opponents if they elect not to use that much time.
- (d) Prior to speaking, each speaker will identify him or herself and state his or her current address. Each speaker may speak only to the proposed application under consideration and shall address his or her remarks only to the hearing body. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed application under consideration. The presiding officer may limit or refuse a speaker the right to continue if, after first being cautioned, the speaker continues to violate this procedure.
- (e) Upon recognition by the presiding officer, any member of the Governing Body may ask questions of anyone speaking in opposition. The period of time during which the governing body asks questions of anyone speaking in opposition and those in opposition answer such questions shall not count towards the time limit for the opponents.

Sec. 35.7. Applicant's Final Comments.

At the conclusion of testimony from opponents, the applicant or his or her agent, or both, shall be allowed a short opportunity to provide final comments and remarks if there is any time remaining from the ten (10) minutes originally afforded to the proponents. Any member of the Governing Body upon recognition by the presiding officer may ask questions of the applicant, his or her agent, or both. The period of time during which the governing body asks questions of the applicants and the applicants respond to such questions during final comments shall not count towards the time limit for the applicants.

Sec. 35.8. Close of Hearing.

The presiding officer, may, in his or her discretion, allow additional time for comments on an application, provided however, that an equal amount of additional time shall be afforded to proponents and opponents. After the foregoing procedures have been completed, the presiding officer will indicate that the public hearing is closed. Upon the closing of the public hearing, the applicant or his agent and any member of the public shall no longer address the Governing Body in any way, including hand waving or motions for attention.

Sec. 35.9. Decision.

(a) At the conclusion of the hearing, with respect to any ordinance pending before the governing body associated with an application (including any zoning or land use ordinance before the governing authority due to the action of the governing body or city administration), the governing authority may:

- i) Vote to deny its passage regardless of whether the ordinance is before the governing body for a first or second read, provided that a denial of the ordinance upon its first read shall preclude the necessity of a second reading, and such denial shall be considered final action; or
- ii) Allow an ordinance that has only had one read to advance to a second reading, provided that any ordinance not denied after the first reading shall advance to a second reading and appear as an agenda item at the next regular meeting of the governing authority notwithstanding whether the governing authority voted to advance the ordinance to a second reading; or
- iii) Vote to amend an ordinance regardless of whether the ordinance is before the governing body for a first or second read, provided that final approval of an amended ordinance shall require an affirmative vote after a second reading; or
- iv) Vote to postpone the second reading of an ordinance or vote to postpone the final vote regarding an ordinance after a second reading, provided that such postponement and final vote shall be held no more than ninety (90) days from the date of the public hearing.

- (b) After hearing evidence, in making a decision, the Governing Body shall apply the evidence to the criteria specified in this zoning ordinance for the application in question and other considerations and recommendations as may be considered appropriate. It shall be the duty of the applicant to carry the burden of proof that approval of the proposed application will promote the public health, safety, morality or general welfare.
- (c) If the hearing body determines from the evidence presented by the applicant has shown that the proposed application promotes the health, safety, morals, and general welfare under applicable criteria, then the application shall be granted, subject to those reasonable conditions as may be imposed by the Governing Body on its own initiative or as recommended by the Zoning Administrator. Otherwise, such application shall be denied.
- (d) In cases where one or more companion applications are submitted and the Governing Body attaches conditions to the application, such conditions shall, unless specifically stated otherwise, become conditions of approval for each companion application.



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: March 19th, 2026

Subject / Code Section:

Ordinance 779 – Article 35. – Public Hearing Procedures

Applicant: Planning and Community Development

EXECUTIVE SUMMARY

The existing code sections governing Public Hearing Procedures require clarification and updates. Staff recommends revising several portions of the article with straightforward text amendments to improve readability and consistency. The primary purpose of Ordinance 779 is to formally codify the procedures applicable to ordinance considerations. In accordance with Code Section 2.12, an ordinance may not be adopted on the same day it is introduced. This Ordinance establishes the procedures governing consideration from first reading through second reading. Notwithstanding this process, the governing body retains the authority at the time of first reading to issue a vote to deny or to defer the Ordinance upon its initial introduction.

Sec. 35.9. Decision.

- a) ~~Once the public hearing is closed, the Governing Body may either vote on the ordinance or postpone the vote to a later meeting, consistent with the requirements of this zoning ordinance. If the vote is deferred, the time, date, and location for further consideration must be announced during the same meeting in which the public hearing occurred. In accordance with Part I, Chapter, Article II – Government Structure, Section 2.12 regarding ordinance procedures, an ordinance cannot be adopted on the same day it is introduced. If the Governing Body intends to adopt the ordinance, the vote must take place at the next meeting held in the following month after its introduction.~~

At the conclusion of the hearing, with respect to any ordinance pending before the governing body associated with an application (including any zoning or land use ordinance before the governing



authority due to the action of the governing body or city administration), the governing authority may:

- i) Vote to deny its passage regardless of whether the ordinance is before the governing body for a first or second read, provided that a denial of the ordinance upon its first read shall preclude the necessity of a second reading, and such denial shall be considered final action; or
- ii) Allow an ordinance that has only had one read to advance to a second reading, provided that any ordinance not denied after the first reading shall advance to a second reading and appear as an agenda item at the next regular meeting of the governing authority notwithstanding whether the governing authority voted to advance the ordinance to a second reading; or
- iii) Vote to amend an ordinance regardless of whether the ordinance is before the governing body for a first or second read, provided that final approval of an amended ordinance shall require an affirmative vote after a second reading; or
- iv) Vote to postpone the second reading of an ordinance or vote to postpone the final vote regarding an ordinance after a second reading, provided that such postponement and final vote shall be held no more than ninety (90) days from the date of the public hearing.

Staff Recommendation:

Staff recommends **APPROVAL** of Ordinance 779 – Article 35 – Public Hearing Procedures.



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consideration of a Pre-Development Agreement with Penn Hodge Properties for the Old Town Redevelopment Project.

DATE: March 19, 2026

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

BUDGET INFORMATION:

ANNUAL-

CAPITAL- \$200,000 (potential)

COUNCIL ACTION REQUESTED ON: March 19, 2026

PURPOSE: To consider approval of a Pre-Development Agreement between the City of Flowery Branch and Penn Hodge Properties (PHP) to authorize an initial due diligence and feasibility phase for the proposed Old Town Redevelopment Project.

HISTORY: On October 16, 2025, the City of Flowery Branch entered into a Memorandum of Understanding (MOU) with Penn Hodge Properties to explore redevelopment opportunities within the Old Town Tax Allocation District (TAD). Since that time, the developer has worked with City staff to evaluate redevelopment concepts and presented an initial Old Town Redevelopment Concept Plan to City Council on February 7, 2026.

Both the City and the developer have expressed interest in continuing to evaluate the feasibility of the proposed redevelopment through a structured pre-development phase. The proposed Pre-Development Agreement represents the next step contemplated under the MOU and is intended to provide the technical and financial analysis necessary to determine whether the project should advance to a formal Development Agreement.

FACTS AND ISSUES:

- The Pre-Development Agreement authorizes a defined due diligence and feasibility phase, including geotechnical and environmental testing, preliminary
-
-

civil and structural engineering, and schematic architectural and landscape design.

- The purpose of this phase is to establish baseline data, refine project scope, and confirm preliminary cost assumptions prior to negotiating a Development Agreement.
- Design development during this phase will be iterative and coordinated with City staff to ensure alignment with the City's Old Town vision, architectural character, and public improvement goals.
- The pre-development work may also produce conceptual renderings and visual materials for future presentations to City Council, staff, and the public.
- The anticipated duration of the pre-development phase is approximately 90 days.
- If the City elects not to proceed with the project, or if the parties are unable to reach a mutually acceptable Development Agreement, the agreement requires the City to reimburse the developer for documented pre-development costs incurred to date.
- Approval of the Pre-Development Agreement does not obligate the City to approve a Development Agreement, convey property, or commit to future construction or TAD funding. Any subsequent agreements would require separate City Council approval.
- As part of the City's ongoing planning and engagement efforts, a recent community survey has received 941 responses to date (3/12/2026), reflecting a high level of resident participation and interest in downtown-related initiatives.
- Survey results indicate that over 43% of respondents prioritized Downtown Redevelopment, inclusive of both commercial and residential development options, signaling broad community support for continued investment in the downtown area.
- When asked about preferred housing types, respondents most frequently selected single-family homes (33%) and aging-in-place options (30%). Notably, the next two highest-ranked housing preferences were mixed-use development (combining commercial and residential uses) at 31%, and combined residential and commercial buildings—such as Main Street-style buildings with ground-floor commercial and residential units above—at 29%.
- Additional survey questions focused on amenities and uses that would encourage residents and visitors to spend more time downtown. Responses demonstrated strong interest in boutique restaurants (57%), retail options (36%), and public gathering spaces, including parks and greenspaces (24%).
- Collectively, the survey feedback indicates community interest in a walkable downtown environment that integrates ground-floor commercial uses, residential density above, and enhanced public spaces, which is consistent with the concepts being evaluated during the pre-development phase.
- Graphs and comments included in Exhibit 1, attached.

OPTIONS: 1) Approve the Pre-Development Agreement as presented, allowing the due diligence and feasibility phase to proceed.



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- 2) Approve the Pre-Development Agreement with modifications, as directed by City Council.
 - 3) Decline approval of the Pre-Development Agreement, thereby discontinuing further evaluation of the project at this time.
-
-

RECOMMENDED SAMPLE MOTION: I move to approve the Pre-Development Agreement between the City of Flowery Branch and Penn Hodge Properties for the Old Town Redevelopment Project, authorizing the pre-development due diligence and feasibility phase.

DEPARTMENT: Administration

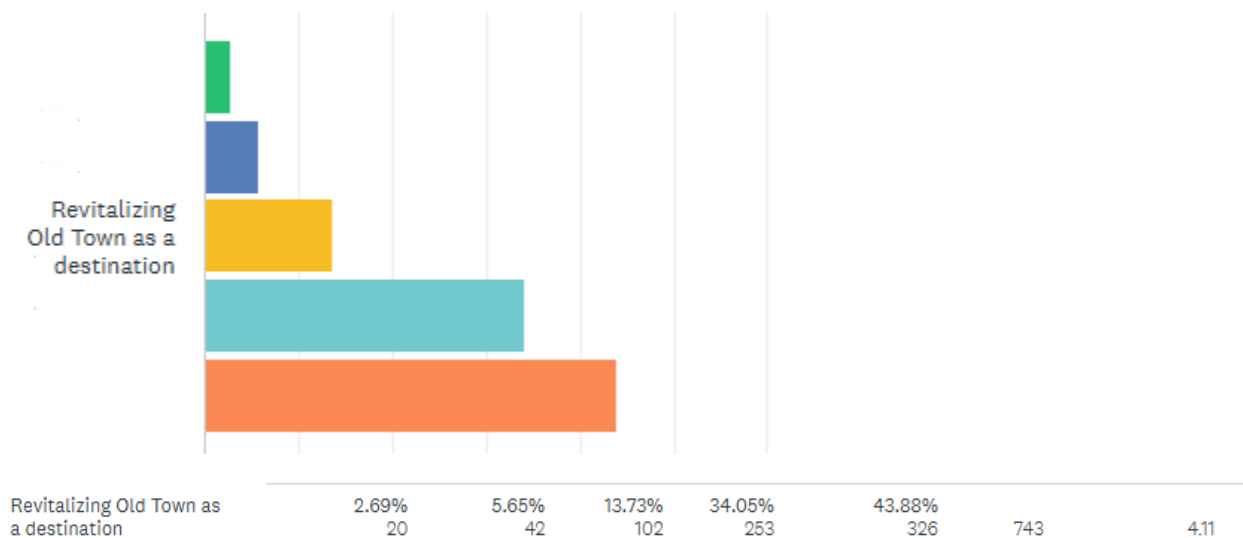
Prepared by: Tonya D. Parrish

EXHIBIT 1

The following question is a Likert scale with a little over 43% of respondents prioritizing Downtown Redevelopment which would include both commercial and residential options:

Q6

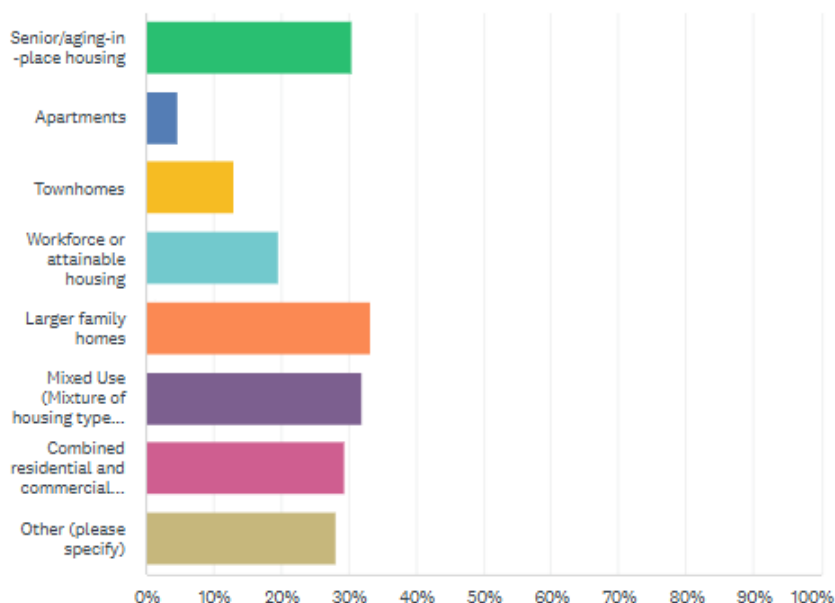
How important are the following in shaping the city's future? (1 - Strongly Disagree → 5 -Strongly Agree)



The question below deals with housing types. Apart from ageing in place and single-family homes (30% & 33% respectively), the other top two housing types are Mixed Use (combination of commercial and residential) and Combined Residential and Commercial which captures the Main St. style building with commercial on ground floor and residential above at 31% and 29%:

Select all you believe Flowery Branch needs for Housing:

Answered: 712 Skipped: 229



ANSWER CHOICES	RESPONSES	
Senior/aging-in-place housing	30.48%	217
Apartments	4.78%	34
Townhomes	12.92%	92
Workforce or attainable housing	19.66%	140
Larger family homes	33.29%	237
Mixed Use (Mixture of housing types and / or commercial within residential)	31.88%	227
Combined residential and commercial (e.g. Residential over Retail)	29.35%	209
Other (please specify)	Responses 28.09%	200
Total Respondents: 712		

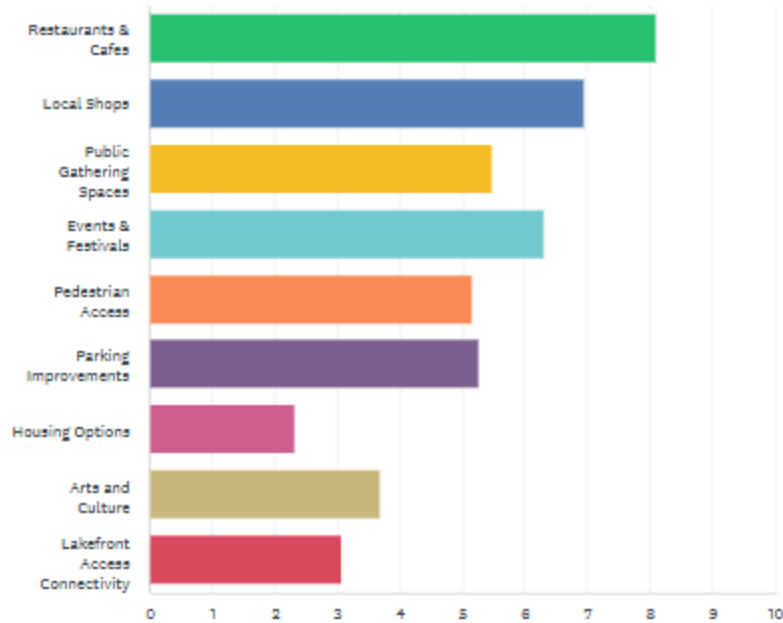
The following question details options that would draw more folks to visit and spend time Downtown. There is a lot of appetite for boutique restaurants (57%) and retail options (36%) which, paired with the desire/support for mixed-use housing options above, would make a nice fit with commercial below and residential above, as well as for public gathering spaces (parks and greenspaces at 24%).

Q8



Rank the top 3 features that would motivate you to spend more time Downtown:

Answered: 740 Skipped: 201



	1	2	3	4	5	6	7	8	9	TOTAL	\$
Restaurants & Cafes	57.33% 403	22.33% 167	8.96% 63	4.84% 34	2.56% 18	1.85% 13	0.85% 6	0.28% 2	1.00% 7	703	
Local Shops	12.09% 81	36.87% 247	21.79% 146	12.39% 83	6.42% 43	4.78% 32	3.13% 21	2.09% 14	0.45% 3	670	
Public Gathering Spaces	3.87% 23	8.59% 61	17.85% 108	24.24% 144	16.67% 99	13.47% 80	7.74% 46	5.89% 36	1.68% 10	694	
Events & Festivals	9.01% 69	17.10% 112	25.19% 165	18.02% 118	15.11% 99	8.40% 66	5.34% 36	1.37% 9	0.46% 3	655	
Pedestrian Access	6.77% 41	7.43% 46	9.90% 60	12.21% 74	22.11% 134	22.28% 136	14.52% 88	4.13% 26	0.66% 4	606	
Parking Improvements	12.54% 81	8.51% 66	13.47% 87	10.37% 67	10.53% 68	19.81% 128	13.00% 84	7.28% 47	4.49% 29	646	
Housing Options	1.20% 7	1.03% 6	0.34% 2	0.68% 4	3.59% 21	7.35% 43	24.44% 143	24.27% 142	37.09% 217	555	
Arts and Culture	2.64% 16	4.94% 30	8.40% 51	6.26% 38	10.71% 65	8.57% 52	14.83% 90	33.11% 201	10.54% 64	607	
Lakefront Access Connectivity	3.64% 22	4.30% 28	7.93% 48	3.97% 24	5.79% 36	6.12% 37	10.74% 66	17.36% 106	40.17% 243	605	

Below are several responses from the survey respondents:

More shops, restaurants (not owned by the sale people), community garden, more parking options

3/10/2026 06:00 PM

Would love to see more shopping options such as gift shops and clothing boutiques. Non big box.

3/6/2026 10:27 AM

Neighborhood serving mixed use(must be motivated to cross the tracks from the westside) Entry for young working families, aging in place, downtown velocity with lake connectivity...

3/2/2026 04:56 PM

Do not allow

3/2/2026 01:49 PM

I love being connected to walking and biking trails. Walk the greenway trail at my sisters at Halcyon.

2/24/2026 05:16 PM

Golf cart parking and public restrooms

2/24/2026 01:17 PM

Playground and/or splash pad area near downtown event area. A great example would be Stillfire next to the playground in Suwanee.

2/24/2026 12:35 PM

Personally, we need a variety of business owners vs one man/ investor that owns half the town. I love our downtown but so many shops are open odd hours that we usually end up going to Gainesville- much more variety of shops and all are open normal business hours. Maybe that should be discussed when approving new businesses.

A connecting or walkable park would be a nice addition.

2/24/2026 07:34 AM

Golf cart access

2/23/2026 06:20 PM

Mixed use development similar to Avalon Atlantic Station on a smaller scale. More festivals and events

2/23/2026 06:20 AM

Accessibility can not be an after thought. This is not limited to door buttons or ramps but also accessible bathrooms

2/22/2026 09:05 PM

It would be very cool to see a second "street". The space for great spots is limited with just Main Street

2/22/2026 08:27 PM

Stop selling real estate to Roland and Nick. Their overpriced restaurants don't serve the broader population of FB. Their food isn't good, the space is already limited in downtown FB and now they have 4 restaurants very few people eat at because no one wants to spend \$50 on below average BBQ and pizza for two.

2/22/2026 07:31 PM

Multiuse trails like the East Side Beltline and Big Creek Greenway

2/22/2026 07:13 PM

N/A - love it as-is

Golf Cart Parking

2/20/2026 07:46 PM

I think development and building needs to stop

2/20/2026 12:00 PM

Improve traffic flow, especially with just 2 places to cross the railroad tracks. I try to avoid going near the downtown area any time I can.

2/18/2026 07:44 AM

More affordable food options for dining, not fast food but not fine dining. Family friendly preferred! There is a lack of family-friendly and affordable food choices

Family friendly area- playgrounds, splash pad

2/17/2026 08:16 AM

While I love festivals and concerts the lack of parking is a big reason I don't attend more events, restaurants and shops. Parking needs to be considered. Especially for mobility impaired.

2/13/2026 07:44 PM

Be open on mondays

2/13/2026 09:56 AM

More sidewalks

2/12/2026 02:55 PM

Much better playground area with nice bathrooms. More places to be open on Monday. Something to be done with the caboose. The grouchy store owner on the corner to sell her place to a cheerful person. A safe bathroom for the Train Depot

2/11/2026 09:58 PM

I like what I have seen in the last few years. I think I would just like to see more of that.

2/10/2026 03:06 PM

More diverse restaurant options.

2/9/2026 05:27 PM

We need a parking area. Having 3 overflow lawn lots is silly. It is clear that FB could use a real parking ramp.

More diversity among restaurant owners. One family currently owns 5 eating/dining/drinking destinations, a vast majority. One family should not have so much weight to throw around.

2/5/2026 06:24 PM

Parking

2/5/2026 06:23 PM

More street lights on Thurmond Tanner. More swings in park near traffic circle

2/4/2026 09:41 PM

Connectivity to surrounding neighborhoods not in the immediate Old Town area you would tremendous. An extensive sidewalk system that accommodates use of golf carts would be the dream along the lines of Braselton and Peachtree City. I know I would come to Old Town way more if I could hop in my golf cart with the family and get there that way.

Pedestrian access

2/1/2026 07:39 PM

Play ground area and walking track

1/30/2026 08:40 PM

Downtown needs a brand hotel with dining and entertainment options to draw more visitors. Also, the downtown shopping area needs to be expanded along the railroad tracks in visible sight of people driving along Atlanta Highway. In addition, having large walkable lighted connectors between downtown, Atlanta Highway businesses, 1985 businesses and the lakefront would be ideal. At this point, the city is quite fragmented in various locations with sense of one community. That could be easily addressed with large walkable sidewalks with signage leading you to the various locations.

Ample parking, restaurants that stay open later at night, festivals that occur on Friday and Saturday nights.

1/30/2026 09:34 AM

More play areas for kids

1/28/2026 05:57 PM

A city gym, a city pool, fitness classes, different classes to learn new crafts or skills, more name brand restaurants like Outback.

1/28/2026 10:45 AM

Entertainment to draw people to old town such as restaurants & cafes & trendy shops.

1/24/2026 03:48 PM

Stop building. Improve what's already here and encourage unique small businesses. No warehouses or apartments at all.

1/22/2026 05:24 PM

I believe it's currently over Developed for a small town. The new housing in the community has caused awful traffic. I hear sirens 100% more than in the past. It's sad.

1/22/2026 10:41 AM

Some sort of gym/workout class or studio?

1/21/2026 08:56 PM

Community Gardening or more urban agriculture in general. Creating an edible streetscape could be an interesting concept for bringing people in to walk through the downtown area. I saw a melon plant growing by the amphitheater and thought about how a robust program focused on bringing edibility to the streetscape could be a good catalyst for forming community.

Walkable, including sidewalks to houses and neighborhoods within a mile of downtown, is important for both access and encouraging healthy lifestyles

1/20/2026 07:23 AM

Stop the stranglehold on liquor licenses.

1/19/2026 12:03 PM

More restaurants and shops, make downtown much larger

1/19/2026 11:53 AM

Develop parking next to the farmers market and venues.

Improvements to rr crossings

1/19/2026 11:01 AM

Restaurants and shops are critical for for a revitalized downtown.

1/18/2026 09:31 AM

I would like to see new restaurants that aren't within the St. Clair/ Roland Stanley monopoly.

1/18/2026 02:33 AM

Better parking options for downtown events such as farmers market

1/17/2026 08:37 PM

Public restroom

1/17/2026 02:25 PM

I love the festivals and events that have occurred lately but parking can be a challenge. I'd like more parking options but don't want an eyesore of a parking garage. I'd also like for more small business owners to have a chance to own property other than most all of our restaurant choices being owned by the same guy.

1/17/2026 10:12 AM

I would love to keep the historic look of the buildings while incorporating growth. It is ridiculous that people don't want FB to grow. I have lived here for 28 yrs and would love to see more for my young adult/single children to do. I also would like to see more places that I can take visiting guest to (shops & cafés). Incorporating the old town charm with growth would be very appealing to visit.

1/17/2026 10:05 AM

it would be nice if it was like Suwanee or Sugar Hill

Artist colony (places to gather to do art together)

1/16/2026 08:54 PM

More parking is overdue, and should be a priority. As well as more pedestrian safe areas connecting downtown to storefronts on Atlanta Hwy.

1/16/2026 05:37 PM

Shuttle service to events from an offsite parking location - like they have for SuwaneeFest, for example.

1/16/2026 05:08 PM

I would love to see an ice cream shop, casual dining that's not fast food or sit down (think big burrito vibe), more sidewalks from my neighborhood (Eastlyn crossing), expansion of more buildings so it's not just one street, a bakery, a playground within walking from Main Street, a food hall, a water feature, more stores in general!

Continue a good mix of shops and restaurants. right now there are only a few shops but many restaurants. To make it more of a destination there should be more shops in the area, or gathering/play areas for kids

1/16/2026 01:47 PM

splash pad

1/16/2026 11:27 AM

I'd love to see a playground space and splashpad for kids.

1/16/2026 11:19 AM

Keep insurance agencies, nail salons, and other typical strip mall businesses OUT. Make it shopable.

1/16/2026 11:04 AM

Green space, walking trails, see downtown Suwanee

1/16/2026 10:37 AM

Brewery

1/16/2026 10:26 AM

Community Park Area & pedestrian streets

1/16/2026 09:28 AM

Sidewalks connecting new housing developments to the downtown.

1/15/2026 04:26 PM

More businesses to draw people to downtown, access for golf carts

1/15/2026 03:13 PM

Better sidewalks

More side walks, handicapped parking

1/14/2026 01:21 PM

More bars, breweries, wineries

1/13/2026 10:24 AM

More parking space. Park for children

1/12/2026 10:51 PM

The horrendous railroad crossings should be the top priority. The ancient design needs to be completely re-done. Crossing the tracks is dangerous and rough. Build a bridge to take the train over the downtown area with no intersections with vehicle traffic. This would also eliminate the obnoxious train whistle which will deafen you and rattle your teeth!

Put that railroad track back

1/12/2026 01:30 PM

Parking structure

1/12/2026 11:18 AM

EV Chargers

1/12/2026 10:49 AM

More affordable eating places. Demographics of FB are not the high end eating establishments. And please stop the restaurant monopoly that is going on, 1 person owning/part owner the majority of the eating establishments?

Feels like we might be getting closer to building storefronts on the backside of mainstreet. Excited to see that happen. Also a unique oppty to create an alley way of shops in between the two rows of buildings.

1/11/2026 03:33 PM

I'd like the rich few to stop monopolizing ownership of downtown if they are going to continue to make poor storefront decisions.

1/11/2026 02:09 PM

I would love to see a storefront that allows community through the day. For example, a bookstore and co-working space that is open all day. Other stores close so early, I'm not able to enjoy them in the afternoon-evening. I live townhomes as well, (problem is that housing increased so dramatically in our area). I would say an increase in storefronts, not just restaurants.

1/11/2026 10:29 AM

No more housing downtown - open for development must be reserved for businesses.

1/11/2026 08:42 AM

Parking access

1/11/2026 07:42 AM

Sidewalks on E Main to encourage walkability to downtown area

1/10/2026 03:21 PM

Would love more parks and walking trails. Keep FB quaint and welcoming.

More local shopping in downtown

1/9/2026 09:29 AM

Technology enhancements: free wifi downtown, charging stations, both for personal devices and for vehicles. Railroad SOP: create rules and procedures (and fines) for the railroad companies. Leaving a train parked blocking any of the 3 entrances should not be allowed by any means, specially when they sit stopped for hours.

1/9/2026 07:12 AM

Would love a nice fenced and shaded playground

1/9/2026 07:03 AM

I would like to maintain the charm of the downtown area, but add additional shops and restaurants along with some additional parking.

1/8/2026 10:37 PM

A senior center.

1/8/2026 07:00 PM

We need Sidewalks on Gainesville Street. It is so dark and there is no shoulder and people are walking on there and it's dangerous

1/8/2026 02:44 PM

A dog park and more pet friendly access

1/7/2026 11:30 AM

A toddler playground. Lots of young parents in flowery branch

1/7/2026 08:12 AM

Ease of parking and walkability

1/7/2026 07:19 AM

Parking deck I've spent an hour and a half last time trying to find parking during one of the market days. Also a weekend market that's longer than 4 hours would be nice so there's no over crowding in a small time frame. I gave up going to events because of this.

February 24, 2026

Via electronic mail

Tonya Parrish, City Manager
The City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

**RE: Old Town Redevelopment Plan
Pre-Development Agreement Phase**

Dear Ms. Parrish:

It has been our pleasure to work with you and City staff during the term of the Memorandum of Understanding (MOU) to advance a redevelopment concept plan designed to create a vibrant downtown environment and sense of place for the community.

On January 21st we met with City staff to present our initial assessment and concept, while also gathering input and feedback used to further refine the plan. On February 7th we presented the Redevelopment Concept Plan attached hereto as Exhibit A to the City Council and staff. During that meeting we outlined the city owned land to be acquired and the improvements to be constructed thereupon, as well as other amenities and improvements to streets, sidewalks, and public spaces. In addition, a corresponding preliminary budget and cost analysis was provided to outline required public and private funding.

Based on both the City's and PHP's desire to proceed with the Project and enter into a Development Agreement per the MOU, we propose an initial Pre-Development Agreement phase to perform comprehensive due diligence and feasibility analysis on the sites including geotechnical and environmental testing, preliminary civil and structural engineering, as well as schematic architectural and landscape design. This initial phase will establish foundational baseline data for design teams to advance the design and engineering to a level that market input can be obtained to confirm budgets. We envision this as an iterative process working closely with the City to arrive at the desired architectural character and details of the scope of work. Plans including colored renderings of site plans, building elevations, and flybys can be modeled for presentations to City Council, staff, and the public.

Based on required sequencing we anticipate the schedule for this work will take approximately 90 days. The cost to complete this initial phase of work is estimated to run approximately Two Hundred Thousand Dollars (\$200,000.00) and has already been accounted for in the Architectural & Engineering section of the budget. Should the City elect for any reason not to move forward with the Project, or PHP and the City are unable to enter into a mutually acceptable Development Agreement, the City shall reimburse PHP for their costs incurred at the time of discontinuance and make payment within thirty days' notice thereof.

Additionally, the MOU entered into October 16, 2025 between the City of Flowery Branch and Penn Hodge Properties is incorporated herein by reference and attached hereto as Exhibit B.

Furthermore it is mutually agreed that the term of the MOU shall be extended until a mutually agreed upon Development Agreement is executed by both parties.

We are currently prepared to commit the resources necessary to execute on this project and understand the importance to proceed timely to mitigate potential market cost fluctuations. We also recognize the need for the City to confirm projected TAD revenues and obtain TAD Advisory Committee approval prior to entering into a Development Agreement. Being time is of the essence, this initial phase should run concurrently with the City obtaining the necessary approvals

We look forward to working with the City and the community to make this exciting project a reality and monumental step in achieving the Old Town Redevelopment goals for the City, residents, businesses, and stakeholders alike.

Sincerely,

D. Penn Hodge

D. Penn Hodge, Managing Member
Penn Hodge, LLC (dba Penn Hodge Properties)

Accepted and agreed by:

The City of Flowery Branch

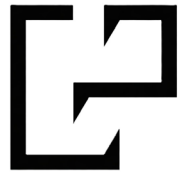
By: _____

Name: Tonya Parish

Title: City Manager

Date: _____, 2026

EXHIBIT A



EXPERIENTIAL PARTNERS LLC

**Flowery Branch Old Town
Redevelopment Concept Plan
February 7, 2026**

Flowery Branch Old Town Redevelopment Concept Plan

The Flower Branch Old Town Redevelopment Plan represents a comprehensive, mixed-use revitalization initiative designed to enhance the economic vitality, pedestrian accessibility, aesthetic appeal, and overall quality of life in the downtown area of Flowery Branch. This proposal outlines key project components that address current parking challenges, promote residential density needed to support local businesses, activate public spaces, and integrate cohesive Old Town architectural themes.

The plan aligns principles of smart growth, sustainable urban development, and community-oriented design by increasing walkability, providing public amenities, and fostering a vibrant, year-round downtown environment.

1. City Center Mixed-Use Building

This flagship project will serve as the anchor for downtown revitalization, combining structured parking, residential units, and ground-floor retail in a single, efficiently designed structure.

- **Public Parking Component**

218 covered public parking spaces on Level 1, with the “Public Parking” entrance off of Church Street. This addresses existing parking shortages and eliminates the need for certain on-street parallel and angled parking spaces, allowing those areas to be repurposed for expanded pedestrian walkways, enhanced streetscapes, and improved connectivity.

The deck with smart parking guidance will facilitate easier access for visitors to support local businesses, shops, retail establishments, restaurants, and attend market and amphitheater events such as acoustic concerts, festivals, and other special gatherings.

- **Residential Component**

Up to 230 residential units across four upper floors, comprising a mix of studio, one-bedroom, and two-bedroom apartments. This densification strategy places residents within walking distance of downtown amenities, thereby generating consistent foot traffic for both existing and new retail, restaurants, shops, and offices along Main Street and surrounding areas. The building includes four elevators with secure access from the ground-level Church Street entrance for convenient resident and visitor egress to local establishments. Dedicated residential parking consists of 274 gated spaces on Level 2 of the parking deck, with controlled access/egress via Mitchell Street. Depending on final configuration, there is the possibility that a portion of this access controlled deck level could be used for City employee parking as well.

- **Retail Component**

Approximately 9,000 square feet of ground-floor retail space, configured for up to six separate suites, fronting Church Street. A prominent restaurant space is planned at the northeast corner of the Church/Pine Street intersection. The design incorporates future expansion potential, with structural provisions to add another 9,000 square feet of retail fronting Church Street on the opposite side of the public parking entrance, should market demand support phased growth.

- **Architectural Style and Streetscape Design**

The proposed architectural style draws inspiration from traditional Old Town elements, incorporating brick, precast stone cornices and corbels, industrial-style balconies, canopies, and railings, and warm accent lighting. The two-level parking decks will be clad and articulated to match the overall aesthetic while incorporating open segments for natural ventilation. Significant streetscape and landscape enhancements are planned along Church Street and Pine Street to create inviting, cohesive public realms.

2. Pine Street Restaurant, Breezeway, and Townhomes

This component complements the City Center building by activating the southwest corner of the Church/Pine Street intersection and improving connectivity between key downtown corridors.

- A 3,000-square-foot "jewel box" restaurant at the southwest corner of Church/Pine Street intersection with outdoor dining.
- Demolition and reconstruction of an attractive breezeway connecting Main Street to Pine Street and the City Center complex. The breezeway will feature high-quality hardscaping, landscaping, and a covered arch design. Integrated public restrooms will be provided to serve increased downtown populations during festivals, concerts, special events, and peak periods.
- Up to six three-story townhome units fronting Pine Street, with complementary Old Town architectural styling and rear alley access. This introduces a distinct residential brownstone type style that enhances the mixed-use character of the area and supports local business patronage through added density without additional strain on public parking resources.

3. Amphitheater Enhancements

Targeted improvements to the existing amphitheater in the northwest quadrant of the Church/Pine Street intersection will expand its utility for community events.

- Construction of a small, covered stage suitable for musicians and performers.
- Installation of an LED wall for enhanced visual presentations during evening events.
- Upgrades to power, lighting, sound systems, and related infrastructure to support small-scale productions, local musicians, and open-to-the-public gatherings.

4. City Hall Enhancements

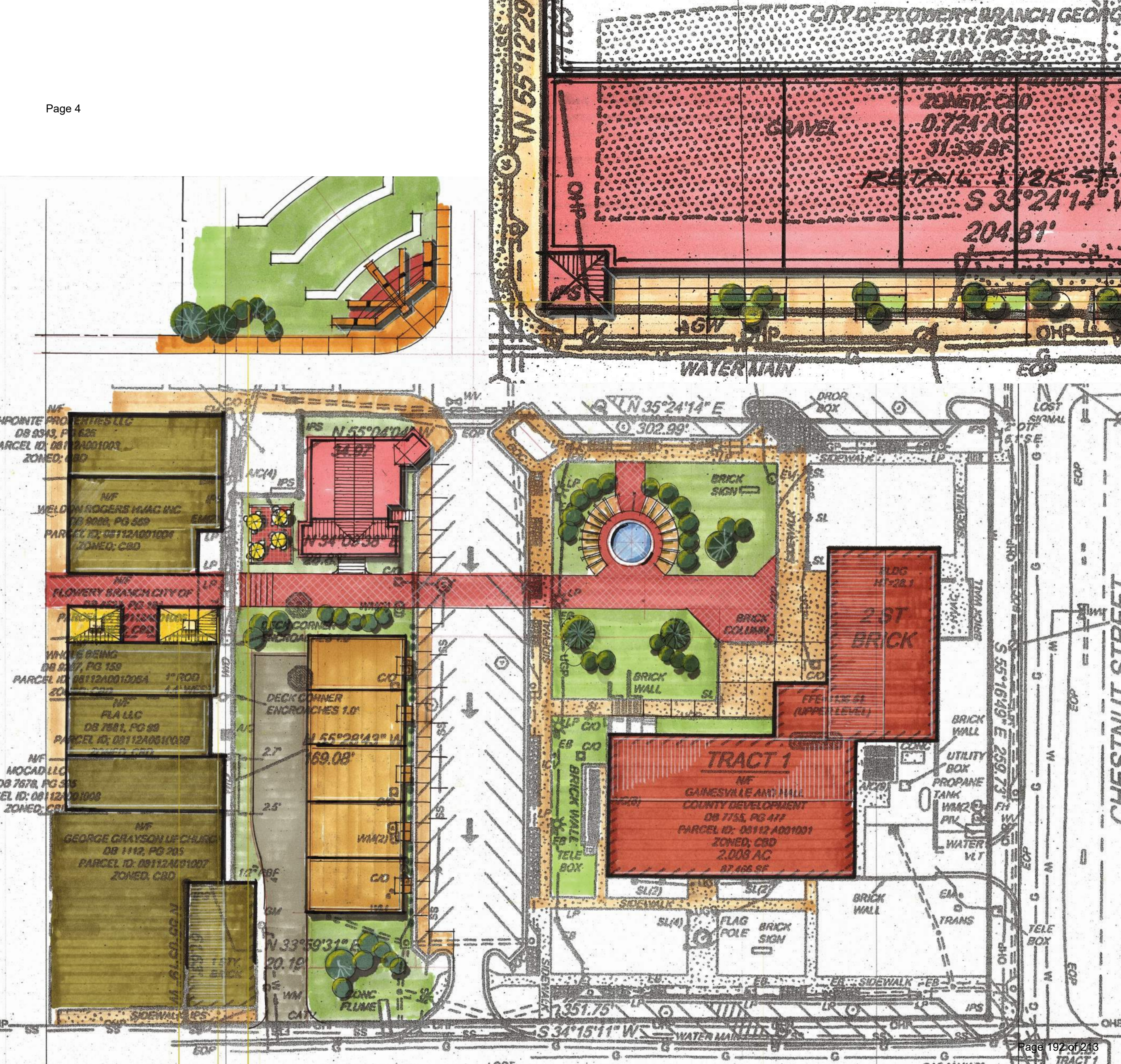
Public realm improvements in front of City Hall will create a more inviting civic space that ties into the broader Old Town theme.

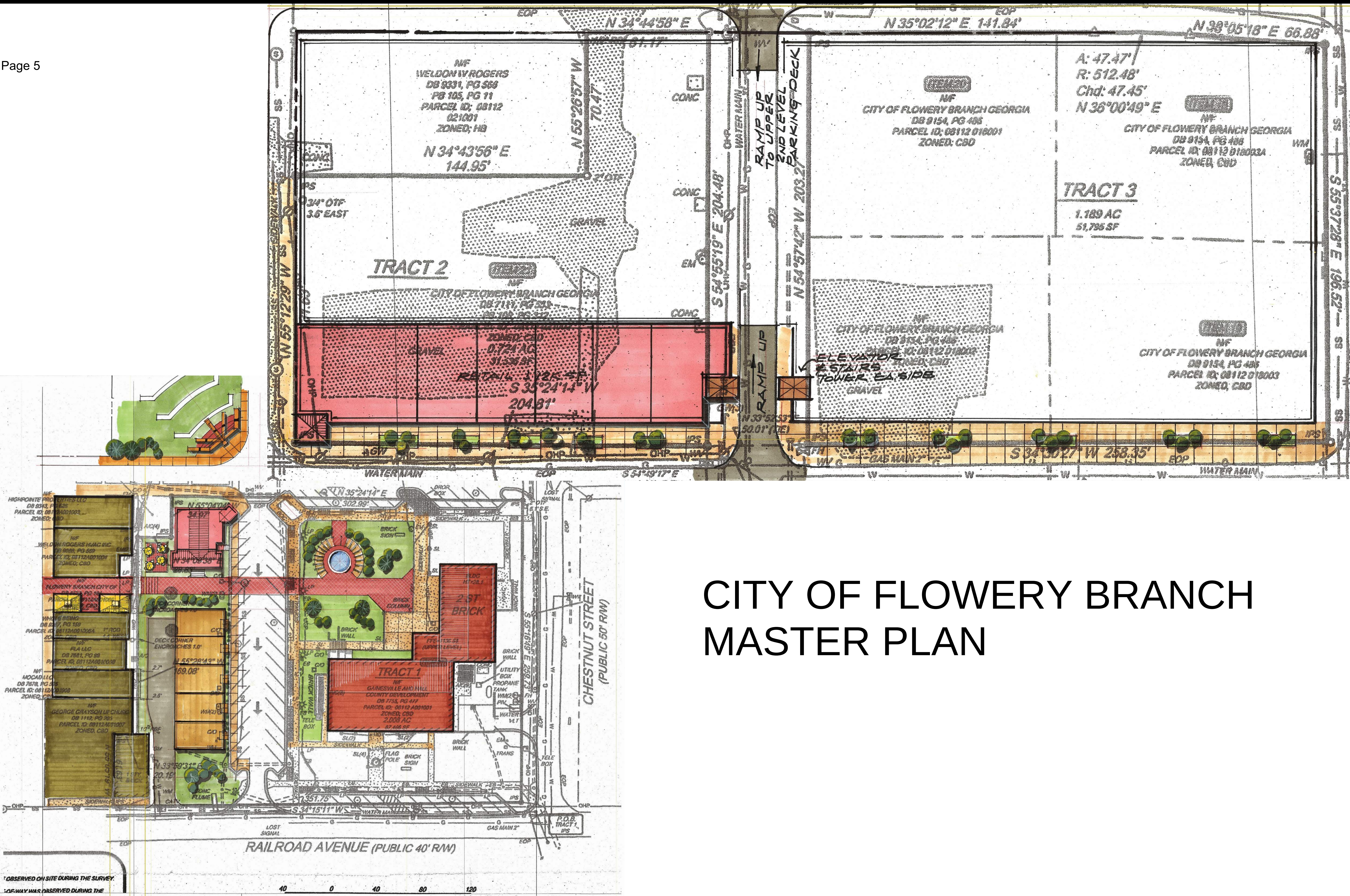
- Installation of a public fountain to provide visual interest, cooling effects during warm weather, and an artistic focal point.
- Creation of hardscaped areas, well-drained green lawn spaces, benches, and low seating walls to encourage outdoor gathering and relaxation.
- Nighttime fountain lighting to serve as a prominent nighttime landmark in the City Center.
- Façade enhancements to City Hall elevations facing Church and Pine Streets, incorporating cohesive Old Town architectural details for visual continuity across the redevelopment area.

Overall Project Benefits

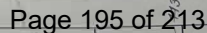
- **Economic Impact:** Increased residential density and improved parking/visitation access will drive sustained patronage for downtown businesses.
- **Quality of Life:** Enhanced public spaces, walkability, event venues, and amenities will foster community pride and vibrancy.
- **Urban Design:** Consistent Old Town-inspired architecture and streetscapes will create a unified, attractive identity for the downtown core.
- **Sustainability:** Mixed-use design reduces vehicle dependency, promotes pedestrian activity, and optimizes land use in the heart of the community.

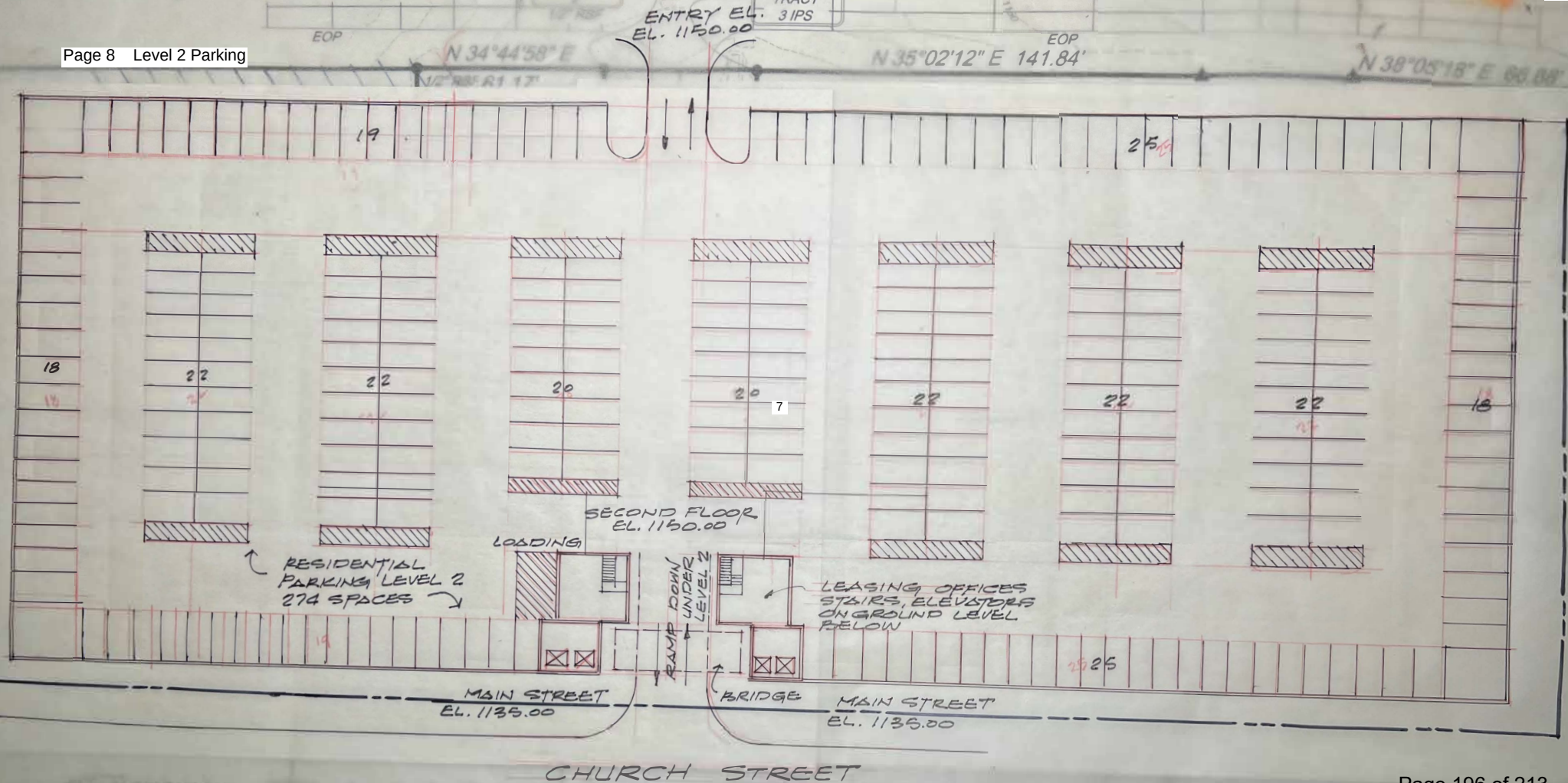
This redevelopment plan is presented for review and consideration by City staff and City Council. It is envisioned as a phased, market-responsive initiative that can evolve based on feedback, economic conditions, and partnership opportunities. We welcome discussion on next steps, including initial engineering and architectural design studies, infrastructure coordination, funding mechanisms, and the community engagement processes.













Flowery Branch Old Town Co-Sponsor Experience and Track Record

The Flowery Branch Old Town Redevelopment project presents an exciting opportunity to build upon the City's adopted vision for a vibrant, walkable, mixed-use downtown that honors its historic charm, integrates with existing retail proximity, enhances pedestrian-friendly streetscapes, and supports increased density through retail, residential, public amenities, and event spaces. As outlined in the City's comprehensive plans and recent Phase 1 successes—including new mixed-use developments, parks, amphitheater, and farmers market venues—Phase 2 will advance this goal through strategic infill, mixed-use principles, and high-quality execution.

The following profiles highlight the qualifications of Penn Hodge and Jim Garrard as ideal co-sponsors and development partners for this community-focused initiative. Their combined expertise in mixed-use projects, cost-efficient adaptive reuse, entitlement navigation, construction oversight, and value creation in similar suburban Georgia markets directly aligns with Flowery Branch's objectives of creating a thriving Old Town district that attracts residents, visitors, businesses, and long-term economic vitality, while maintaining their small town charm.

Penn Hodge: Co-Sponsor Experience and Track Record

Executive Summary

With more than 40 years of distinguished experience in real estate development—including land acquisition, distressed asset repositioning, retail development, and award-winning mixed-use adaptive reuse—Penn Hodge is exceptionally qualified to co-sponsor and drive the next phase of Flowery Branch's Old Town redevelopment. His proven success in transforming underutilized properties into vibrant, community-oriented destinations—most notably the acclaimed Mill on Etowah in Canton, Georgia—mirrors the City's vision for a cohesive, walkable Old Town featuring retail suites, residential density, enhanced public spaces, and event activation. Penn's track record of navigating economic cycles, securing entitlements, forging strategic partnerships, and delivering investor returns by controlling costs, uniquely position him to help the City realize this landmark project that respects the historic character, boosts local business patronage, and creates lasting community value.

Foundational Experience in Acquisition, Entitlements, and Market-Responsive Development

A University of Georgia accounting graduate and law school alumnus (1985), Penn began his career assembling and entitling large land tracts in the Atlanta metro area, including major mixed-use sites such as Vickery in Forsyth County. These early projects sharpened his skills in due diligence, zoning navigation, and community-aligned planning—capabilities directly applicable to Flowery Branch's Old Town parcels, where thoughtful integration of the City Center with existing streetscapes, the amphitheater, breezeway, and City Hall enhancements are essential.

Expertise in Repositioning and Value Creation

Through economic downturns, including the S&L crisis and 2008 recession, Penn successfully turned around distressed assets, generating substantial returns via strategic sales, ground leases, and hands-on management. This resilience equips him to address any site-specific challenges in Old Town while maximizing public-private synergies, minimizing risks, and ensuring fiscal responsibility for stakeholders.

Proven Leadership in Mixed-Use and Adaptive Reuse

Inspired by benchmarks like Avalon, Ponce City Market, and Santana Row, Penn led the 2018 acquisition and redevelopment of the 300,000-square-foot Mill on Etowah—a former cotton mill transformed into a premier suburban mixed-use hub with retail, residential integration, robust event programming, and exceptional traffic generation (3–5x submarket averages). Through self-development efficiencies, this project demonstrates his ability to blend historic character with modern vitality—precisely the approach needed to enhance Flowery Branch's Old Town aesthetic (brick, precast, industrial elements) while adding residential units, retail frontage, public amenities, event spaces, and a well planned strategic tenant mix.

Recent Successes and Execution Strength

In 2024, Penn co-led the acquisition and rapid repositioning of the Parkview office building in Alpharetta, transforming low occupancy into full leasing and enabling investor capital returns. His lean team approach, political acumen, leasing expertise, and partnership-building skills have ensured the successful delivery of challenging projects throughout his career. His hands-on style and adaptive reuse expertise will help deliver a pedestrian-oriented, mixed-use core that densifies downtown, supports existing businesses while activating public spaces to generate sustainable economic and community impact.

Jim Garrard: Co-Sponsor Experience and Track Record

Background and Relevant Experience

As President of Garrard Development, Inc., Jim Garrard brings over 36 years of hands-on expertise in full-service construction program management, owner representation, and execution of complex commercial, retail, office, medical, and mixed-use developments across the Southeast. His family legacy in construction, technical background (Georgia Tech BS Management with extensive mechanical engineering coursework), and ability to assemble and lead high-performing multidisciplinary teams make him an invaluable partner for delivering Flowery Branch's Old Town redevelopment with precision, quality, and cost control.

Comprehensive Development Oversight

Jim excels at every stage: thorough site due diligence and feasibility analysis; coordination of tailored design and engineering teams to resolve conflicts and optimize constructability; competitive contractor selection with rigorous pricing and interviews; and meticulous construction-phase management—including budgeting, scheduling, quality assurance, onsite oversight, regulatory compliance, and stakeholder communication. This end-to-end approach minimizes risks, ensures on-time/on-budget delivery, and aligns outcomes with municipal goals—critical for the Old Town Redevelopment improvements.

Proven Success in Mixed-Use and Transformative Projects

Jim has led ambitious mixed-use initiatives that parallel Flowery Branch's objectives. He spearheaded the 50-acre Windward Park Mixed-Use Development in Alpharetta—from raw land to a vibrant community featuring a Hilton Hotel & Convention Center, 188 townhomes, an active stormwater park with upscale hardscaping. This project showcases his skill in creating walkable, amenity-rich environments that integrate residential density, retail activation, and public greenspace—directly relevant to Old Town's vision of densified downtown living, enhanced streetscapes, and event-oriented public realms. Additional highlights include developing a 115,000-square-foot medical campus from raw land in Cumming and converting a 103,000-square-foot office building into multi-tenant medical space with specialized buildouts in Johns Creek—all executed with minimal disruption and high quality.

Recent Collaborative Achievement

In 2024, partnering with Penn Hodge, Jim co-led the acquisition of the 177,000-square-foot Parkview office building in Alpharetta that was only 11% occupied and underperforming. Through aggressive leasing, strategic buildouts, and operational excellence, the team achieved 90% occupancy within 18 months, enabling refinancing and strong investor returns.

Prior Leadership and Operational Excellence

Before founding Garrard Development in 2003 (where he has managed over 70 projects using a proprietary system for optimal outcomes), Jim grew Garrard Construction Group from \$3.5 million to \$60 million in annual revenue as Vice President. His technical acumen, work ethic, and insatiable drive to innovate ensure efficient, transparent execution that respects public investment and community expectations.

Alignment with Flowery Branch Vision

Jim's expertise in orchestrating mixed-use transformations with strong public-realm focus, cost discipline, and quality construction positions him to help realize Flowery Branch's full potential as a charming, economically vibrant, pedestrian-friendly destination. His collaborative approach will support seamless integration of new development with the City's historic fabric and ongoing revitalization momentum.

Together, Penn Hodge and Jim Garrard offer a complementary partnership—combining visionary development strategy with rigorous execution—that will advance Flowery Branch's Old Town Redevelopment goals while delivering exceptional value to the City, residents, businesses, and stakeholders.

Preliminary Project Cost Analysis: Flowery Branch Old Town Redevelopment

Line Item	Cost Allocation		Total Project Cost	Funding Sources	
	City / Public Improvements	Private / Site Development		Private Development	TAD & Other Public Funding
Grading, Utilities & Paving	\$2,268,000	\$252,000	\$2,520,000	\$252,000	\$2,268,000
City Amenities [1]	\$1,175,000	\$0	\$1,175,000	\$0	\$1,175,000
Parking Deck	\$7,380,000	\$7,380,000	\$14,760,000	\$0	\$14,760,000
Landscape/Hardscape/Streetlights	\$1,435,000	\$0	\$1,435,000	\$0	\$1,435,000
Land Acquisitions/Due Diligence	\$195,000	\$2,190,000	\$2,385,000	\$2,190,000	\$195,000
Architectural & Engineering	\$1,186,000	\$791,000	\$1,977,000	\$791,000	\$1,186,000
City Center Mixed-Use Complex	\$0	\$63,830,000	\$63,830,000	\$63,830,000	\$0
Townhomes	\$0	\$2,750,000	\$2,750,000	\$2,750,000	\$0
TOTALS	\$13,639,000	\$77,193,000	\$90,832,000	\$69,813,000	\$21,019,000

City Land Sale (\$2,190,000)

Parcels #3,#4,#6 (Developer Purchase)

Net TAD & Other Public Funding	\$18,829,000
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[1] City Amenities include the Breezeway, Public Restrooms, Amphitheater Stage & LED Wall, and City Hall Fountain.

EXHIBIT B

Memorandum of Understanding

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

This Memorandum of Understanding (this "MOU") - is entered into this 16th day of October 2025 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and Penn Hodge, LLC (dba Penn Hodge Properties) or its Affiliate (hereafter referred to as "PHP" or the "Developer"). The City and PHP are collectively referred to herein as the "Parties."

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

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

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

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

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

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

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

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

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

1. General Provisions

- a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of October 16, 2025.
- b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibits A, B and C; possibly including PHP's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by PHP and proposed to the City before the expiration of this MOU.
- c. Exclusive Right to Develop: The City has selected PHP as the Developer, and PHP has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.c below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and PHP agree to pursue in good faith, discussions and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future

discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

- d. Sharing of Due Diligence: PHP has requested, and the City agrees to provide certain previously completed third-party reports which will assist PHP in completing its due diligence prior to proposing a formal agreement to develop the Project. Such third-party reports will assist PHP in understanding existing conditions, as well as planned public improvements to roads, public parking areas and utilities serving the City Parcels.
- e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: PHP and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to “carry” the Project’s development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a “City TAD Contribution”). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.
- f. Terms of City TAD Contribution: The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the “Approved City TAD Contribution” to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to PHP after the City’s issuance of bonds or other forms of financing and disbursed to PHP on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.
- g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by PHP, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining “excess” project construction costs that cannot be supported by the Project’s forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that PHP may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City

may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by PHP for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by PHP to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

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

2. Responsibilities of the Developer:

- a. During the due diligence investigations, PHP agrees to employ its own personnel and at PHP's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, PHP will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.
- b. PHP agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of PHP's progress, the firm's initial findings or impressions concerning the potential scope of one or more Projects it may propose to undertake, including a site plan and/or suitable visual representations of the Project(s), and any related issues or concerns encountered that the City should be made aware of. If requested by the City Council, PHP will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of PHP's potential proposal to the City.

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

3. Responsibilities of the City

- a. The City agrees to provide PHP with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit PHP's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibits A, B and C (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by PHP.
- b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that PHP may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by PHP pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) to reimburse PHP for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve PHP from any obligations contained in the Development Agreement with respect to such City Parcel.
- c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to PHP, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to PHP.

- d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by PHP, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.
 - e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.
4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.
- a. Term of the MOU: This MOU will expire at midnight on February 13, 2026, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from PHP, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.
 - b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice.
 - c. Preservation of Development Rights to Remaining City Parcels: If PHP determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and PHP desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant PHP exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, PHP agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period PHP fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, PHP shall have no further rights to Phase II, and the City shall be free to negotiate with other interested parties. PHP may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, PHP may assign such development rights to a related affiliated entity without the City's prior approval.
 - d. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, PHP and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, PHP will cooperate with

the City to ensure that City Parcels to be conveyed to PHP for the Project (or Phase I of the Project) shall if necessary be re-zoned to the use(s) provided in the agreed upon Project plan. PHP will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements PHP may propose to construct on a design build basis.

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

5. Miscellaneous Provisions

- a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.
- b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.
- c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.
- d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.
- e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be

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

If to THE CITY OF FLOWERY BRANCH,

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

With a copy to:

, City Attorney

If to Penn Hodge, LLC.

With a Copy to:

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

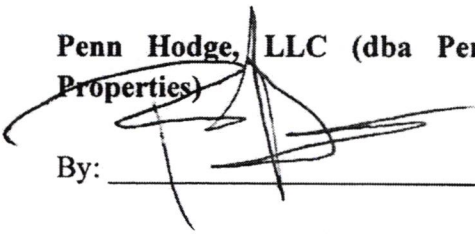
**CITY OF FLOWERY BRANCH,
GEORGIA**

By: Edward R. Ashbridge

Its: Mayor

Date: 10/16/2025

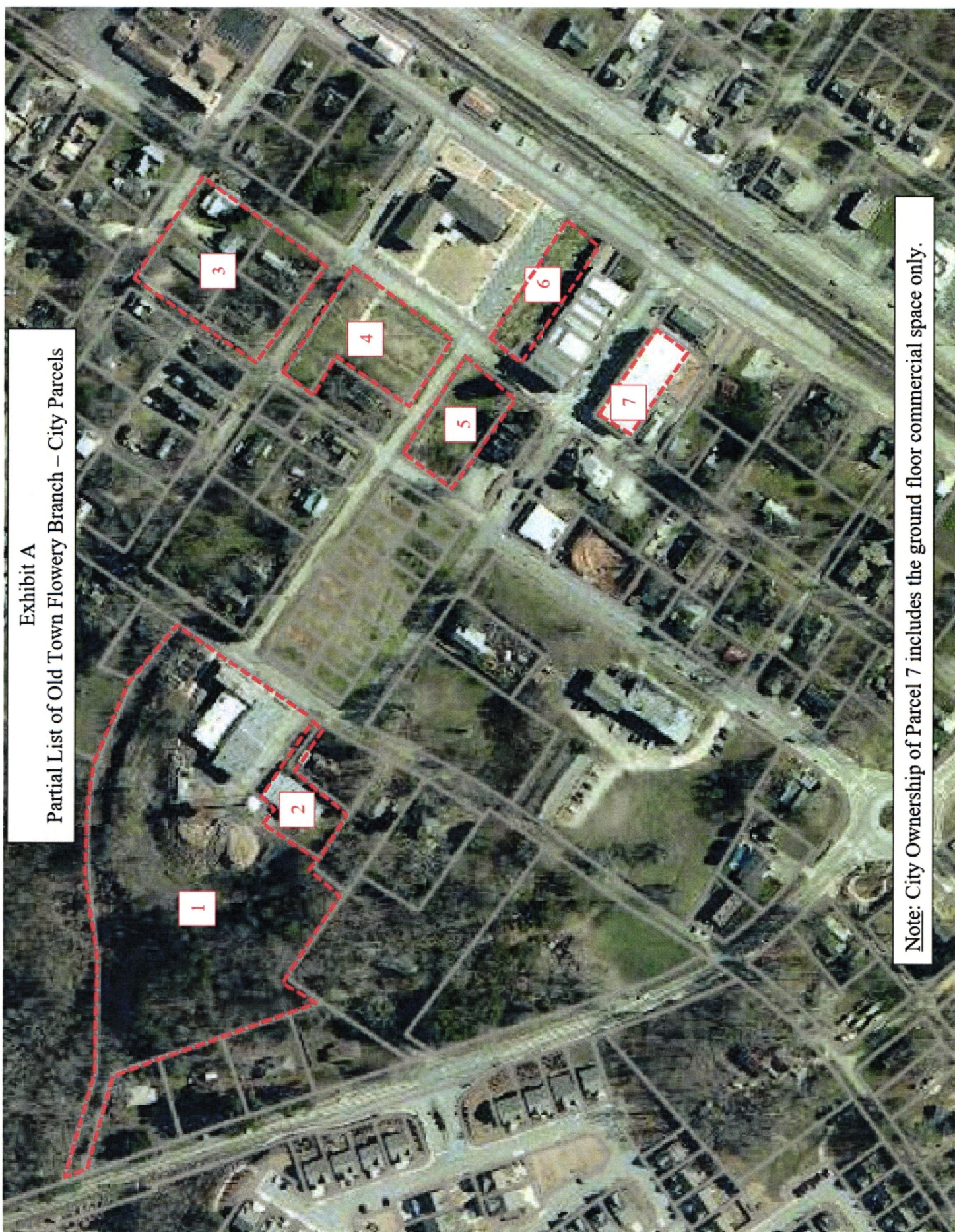
**Penn Hodge, LLC (dba Penn Hodge
Properties)**

By: 

Its: owner

Date: 10-14-2025

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



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

Exhibit B
City Parcels

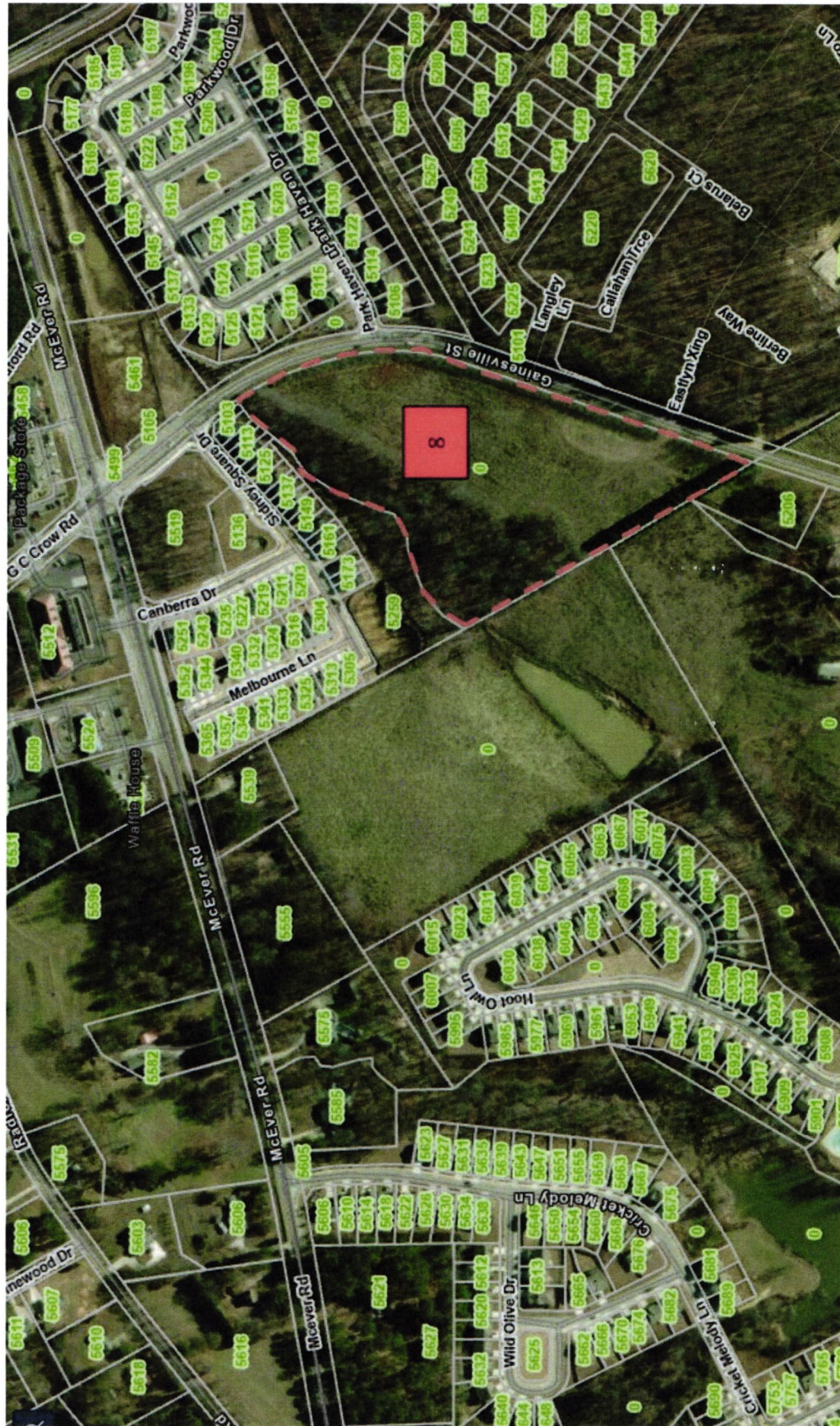


Exhibit C
City Parcels

