



**City of Flowery Branch
City Council Meeting
Thursday, June 4, 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. FY2027 Proposed Budget Public Hearing

Unfinished Business - Work Session:

New Business - Work Session:

- a. Consider Awarding the 2026 Road Resurfacing Improvements Project Contract to the Low Bidder, Allied Paving Contractors, in the Amount of \$777,000.00.

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 May 21, 2026 City Council Meeting Minutes
- b. Consider Council Member Mezzanotte May 2026 Per Diem

Unfinished Business - Voting Session:

- a. Second Read to Consider Ordinance 786 to Add a Definition for Mixed-Use Residential Over Business and add Mixed-Use Residential Over Business to Table 9.1

New Business - Voting Session:

- a. Consider Awarding the 2026 Road Resurfacing Improvements Project Contract to the Low Bidder, Allied Paving Contractors, in the Amount of \$777,000.00.
- b. Consider the Lease Agreement for 5521 Main Street with Madame Hangover.

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.



CITY OF FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Hearing for the FY2027 Proposed Budget

DATE: June 4, 2026

COUNCIL ACTION REQUESTED ON: June 18, 2026

BUDGET INFORMATION:

PURPOSE: To hold the required public hearing for the FY2027 proposed budget.

HISTORY: Historically, the City held its public hearings for the upcoming budget year alongside the required public hearings for the Millage adoption. Due to changes in the property tax calculation by the state legislature, the city will hold public hearings for the Millage rate adoption at a later date. This public hearing is for the proposed FY2027 budget only.

FACTS & ISSUES: O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. State law also requires local governments to hold one public hearing for the proposed budget.

OPTIONS: N/A

RECOMMENDED SAMPLE MOTION: N/A

DEPARTMENT: Finance

PREPARED BY: Matthew Hamby, Finance Director

PROJECTED REVENUES AND OTHER SOURCES

GENERAL FUND SUMMARY

REVENUE SOURCE	FY2025	FY2026	FY2027	%
	ACTUAL	BUDGET	BUDGET	CHANGE
Millage Rate	3.264	3.247	3.247	
Current Real & Personal	\$ 3,083,762	\$ 3,109,327	\$ 3,450,000	11.0%
Mobile Home Tax	1,198	250	500	100.0%
Motor Vehicle	7,073	6,000	6,000	0.0%
Total Current Taxes	3,092,032	3,115,577	3,456,500	10.9%
Penalties & Interest	16,032	10,000	5,000	-50.0%
Total Property Taxes	3,108,064	3,125,577	3,461,500	10.7%
Title Ad Valorem Tax	621,743	600,000	650,000	8.3%
Alternative Ad Valorem Tax	7,887	10,000	8,000	-20.0%
Intangible Tax	21,721	15,000	20,000	33.3%
Railroad Equipment Tax	-	500	500	0.0%
Street Light Tax	-	9,110	9,110	0.0%
Real Estate Transfer Tax	10,969	12,000	12,000	0.0%
Franchise Fees	775,924	711,000	810,000	13.9%
Local Option Sales Tax	2,695,686	2,400,000	2,500,000	4.2%
Alcoholic Beverage Taxes	375,350	375,000	380,000	1.3%
Occupational Tax	97,019	90,000	90,000	0.0%
Insurance Premium Tax	896,738	900,000	1,000,000	11.1%
Financial Institution Tax	30,011	23,000	30,000	30.4%
Payment in lieu of City Taxes	603	603	603	0.0%
Total Other Taxes	5,533,650	5,146,213	5,510,213	7.1%
Fines, Fees, and Forfeitures	691,311	617,700	562,700	-8.9%
Permits and Zoning Fees	1,268,417	890,400	1,140,400	28.1%
Alcohol Licenses & Fees	104,711	91,500	91,500	0.0%
Other Fees and Licenses	18,452	19,900	19,500	-2.0%
Interest	467,111	300,000	300,000	0.0%
Intergovernmental Revenue	11,656	-	-	N/A
Rent - Tourism	75,431	70,350	70,350	0.0%
Lease Revenue	31,106	-	-	N/A
Miscellaneous	184,221	45,500	19,855	-56.4%
Charges for Services - Indirect Cost Allocat	812,759	869,975	1,008,164	15.9%
				N/A
Total Other	3,665,176	2,905,325	3,212,469	10.6%
Total Operating Revenues	12,306,890	11,177,115	12,184,182	9.0%
Other Financing Sources				
Transfers from Other Funds	97,557	80,000	80,000	0.0%
Sale of General Fixed Assets	5,550	-	2,500	N/A
Budgeted Fund Balance	-	4,104,504	1,168,142	-71.5%
Total Other Financing Sources	103,107	4,184,504	1,250,642	-70.1%
Total Revenues & Other Sources	\$ 12,409,997	\$ 15,361,619	\$ 13,434,824	-12.5%

SUMMARY OF EXPENDITURES & OTHER USES

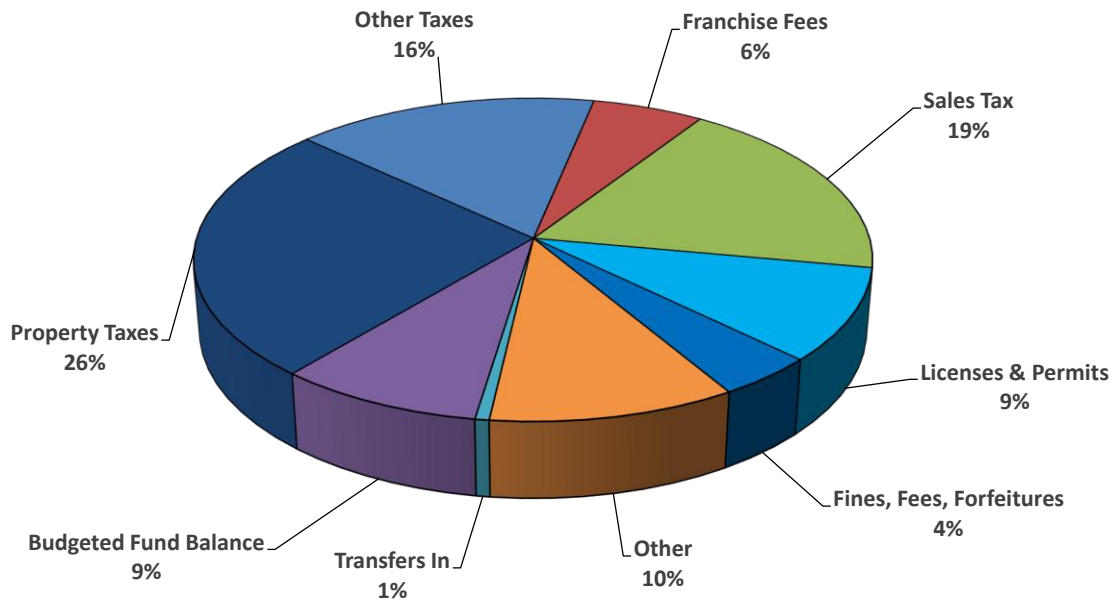
GENERAL FUND SUMMARY

	FY2025	FY2026	FY2027	%
DEPARTMENTAL EXPENDITURES	ACTUAL	BUDGET	BUDGET	CHANGE
Mayor & Council	\$ 56,950	\$ 108,699	\$ 108,699	0.0%
City Clerk	159,500	210,015	260,405	24.0%
City Manager	213,333	273,152	485,921	77.9%
Financial Services	889,123	1,356,865	1,471,155	8.4%
Human Resources	36,249	245,473	258,179	5.2%
Public Lands & Buildings	247,261	356,000	365,500	2.7%
Municipal Court	265,124	292,801	305,838	4.5%
Police	3,024,330	3,263,199	3,584,952	9.9%
Highways & Street Administration	1,243,192	1,394,064	1,475,171	5.8%
Planning & Community Development	1,121,203	1,348,155	1,312,874	-2.6%
Tourism	702,643	680,697	694,452	2.0%
Agency Allocations - Other	44,780	52,607	52,607	0.0%
Risk Management	314,502	380,000	380,000	0.0%
Contingency	-	388,070	430,230	10.9%
Departmental Expenditures	8,318,191	10,349,797	11,185,983	8.1%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
Confiscated Assets Fund	32,803	-	-	N/A
Total Other Transfers	32,803	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	2,464,528	5,011,823	2,248,841	-55.1%
				N/A
Total Other Uses	2,497,331	5,011,823	2,248,841	-55.1%
Total Expenditures & Other Uses	10,815,522	15,361,620	13,434,824	-12.5%
Revenues Over / (Under) Expenditures	\$ 1,594,476	\$ -	\$ -	N/A

GENERAL FUND REVENUES BY CATEGORY

	FY2025 ACTUAL	FY2026 BUDGET	FY2027 BUDGET	% OF TOTAL
Property Taxes	\$ 3,108,064	\$ 3,125,577	\$ 3,461,500	25.8%
Other Taxes	2,062,040	2,035,213	2,200,213	16.4%
Franchise Fees	775,924	711,000	810,000	6.0%
Sales Tax	2,695,686	2,400,000	2,500,000	18.6%
Licenses & Permits	1,391,580	1,001,800	1,251,400	9.3%
Fines, Fees, Forfeitures	691,311	617,700	562,700	4.2%
Other	1,587,835	1,285,825	1,400,869	10.4%
Transfers In	97,557	80,000	80,000	0.6%
Budgeted Fund Balance	-	4,104,504	1,168,142	8.7%
Total General Fund	<u>\$ 12,409,997</u>	<u>\$ 15,361,619</u>	<u>\$ 13,434,824</u>	<u>100.0%</u>

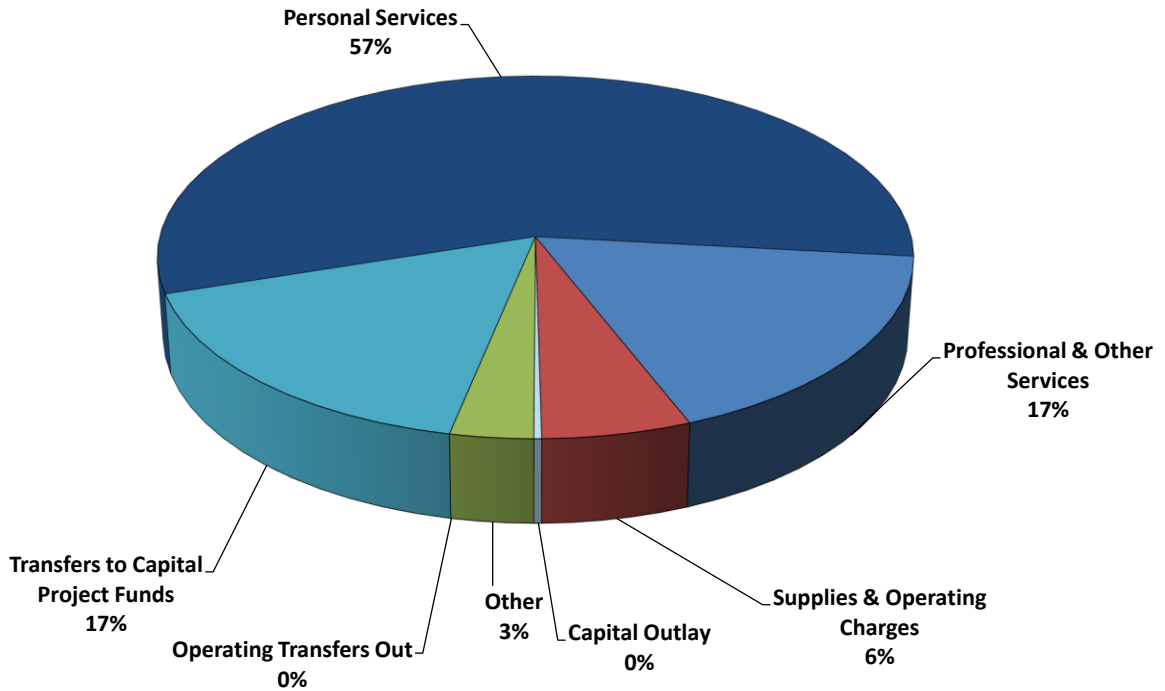
GENERAL FUND REVENUES BY CATEGORY



GENERAL FUND EXPENDITURES BY CATEGORY

	FY2025	FY2026	FY2027	% OF
	ACTUAL	BUDGET	BUDGET	TOTAL
Personal Services	\$ 5,447,241	\$ 6,712,741	\$ 7,619,829	56.7%
Professional & Other Services	1,984,530	2,433,629	2,323,949	17.3%
Supplies & Operating Charges	712,621	775,357	771,975	5.7%
Capital Outlay	173,799	40,000	40,000	0.3%
Other	-	388,070	430,230	3.2%
Operating Transfers Out	32,803	-	-	0.0%
Transfers to Capital Project Funds	2,464,528	5,011,823	2,248,841	16.7%
Total General Fund	\$ 10,815,521	\$ 15,361,620	\$ 13,434,824	100.0%

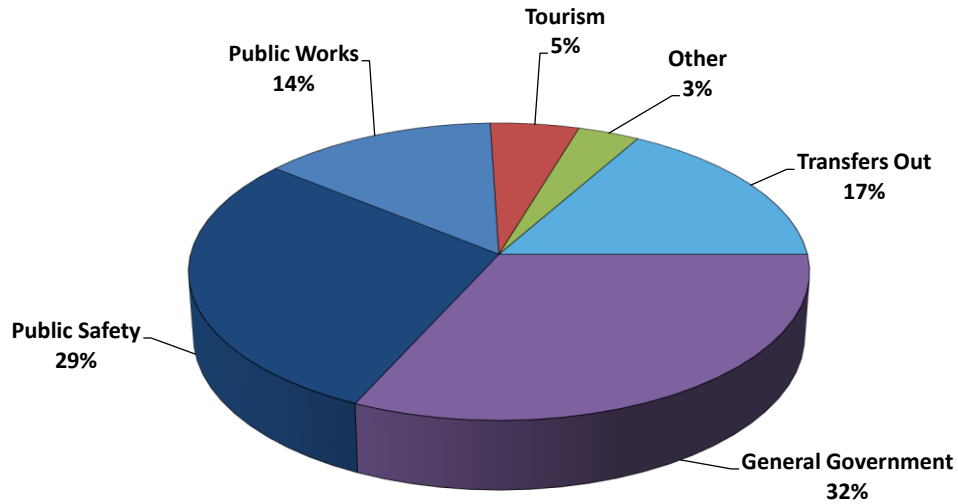
GENERAL FUND EXPENDITURES BY CATEGORY



GENERAL FUND EXPENDITURES BY SERVICE GROUP

	FY2025	FY2026	FY2027	% OF
	ACTUAL	BUDGET	BUDGET	TOTAL
General Government	\$ 2,754,611	\$ 3,676,886	\$ 4,277,233	31.8%
Public Safety	3,289,454	3,556,000	3,890,790	29.0%
Public Works	1,490,453	1,750,064	1,840,671	13.7%
Tourism	702,643	680,697	694,452	5.2%
Other	44,780	440,677	482,837	3.6%
Transfers Out	2,497,331	5,011,823	2,248,841	16.7%
Total General Fund	\$ 10,779,272	\$ 15,116,147	\$ 13,434,824	100.0%

GENERAL FUND EXPENDITURES BY SERVICE GROUP



**GENERAL FUND
Mayor and Council**

	FY2025 ACTUAL	FY2026 BUDGET	FY2027 BUDGET	% CHANGE
Operating:				
Personal Services	\$ 52,318	\$ 80,449	\$ 80,449	0.0%
Professional & Other Services	1,418	22,750	22,750	0.0%
Supplies & Operating Charges	3,214	5,500	5,500	0.0%
Total Operating	<u>56,950</u>	<u>108,699</u>	<u>108,699</u>	<u>0.0%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 56,950</u>	<u>\$ 108,699</u>	<u>\$ 108,699</u>	<u>0.0%</u>

Capital Outlay Breakdown

-	-
-	-
-	-
-	-
-	-
Total Capital Outlay	<u>\$ -</u>

CITY CLERK

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Clerk works with members of the Council and other departments to execute the agenda. The City Clerk's responsibilities include recording minutes of council meetings and maintaining all municipal documents. The City Clerk must also prepare meeting agendas that report on current issues facing our community, record data and ensure that documents are stored, filed and maintained correctly. Prepare and maintain official reports, legal documents, financial records and reference material. A City Clerk works directly with the Mayor, City Council and various Directors of all city administration departments.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	120,449	154,465	210,140
	Professional & Other Services	35,495	48,050	42,265
	Supplies & Operating Charges	3,556	7,500	8,000
	Capital Outlay	-	-	-
	\$ 159,500	\$ 210,015	\$ 260,405	

MISSION STATEMENT:
 The office of the City Clerk's mission is to bridge the gap between the public and government by providing service that exceeds the public's expectations and is based on a foundation of integrity and excellence.

- GOALS & OBJECTIVES:**
- 1. Strengthen Accuracy and Preservation of Official Records.**
 - * Research and implement technology to increase transparency in records management.
 - * Digitize all records
 - * Improve accuracy of annual indexing, retention scheduling and archiving
 - * Review and update Records Retention Policy to be compliant with State Law

R Digitize 20% of Historical Ordinances
R Digitize 100% of all current official records
 - 2. Strengthen Transparency and Public Access to Official Records**
 - * To fulfill Public Request of Open Records Timely

R Public 100% of approved meeting minutes and legislative actions to City website within 48 hours of Council Approval
 - 3. Improve Legislative Process Efficiency and Compliance**
 - * Reduce agenda preparation time by using workflow improvements

R Hold biweekly meeting with City staff to ensure agendas are posted according to City deadlines
R Distribute complete Council meeting packets at least 4 days prior to regular meetings
 - 4. Strengthen Elections Readiness, Accuracy, and Legal Compliance**
 - * Maintain multi-year Elections Calendar and Complete all Required Tasks
 - * Enhance the Municipal Elections Packet to ensure thoroughness and completeness

R Achieve zero rejected or incomplete Elections packets.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
Average days agenda posted prior to meeting	IO	5	6	7	7	7	7	
Average # of records scanned monthly	IO	40	73	60	50	50	100	
Percentage of Historical Ordinance Digitized	IO	N/A	N/A	N/A	N/A	N/A	20%	
Percentage of Current Official Records Digitized	IO	N/A	N/A	N/A	N/A	N/A	100%	
Approved minutes and Legislative Action to Website within 48hrs	IO	N/A	N/A	N/A	80%	100%	100%	
ORR Response within 3 days	IO	N/A	N/A	N/A	N/A	N/A	95%	
# of incomplete Elections Packets Received	IO	N/A	N/A	N/A	N/A	N/A	0	

CITY MANAGER OFFICE

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Manager's Office is responsible for implementation of the City Council's policy decisions and direction, leadership and direction of department heads and other staff, as well as working with Council and staff to develop action plans and programs to support the City's mission, values and priorities while serving our great community. *FY2024 Salary Increase to salary allocation changes and new position.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	199,835	210,728	417,866
	Professional & Other Services	12,698	55,924	60,055
	Supplies & Operating Charges	800	6,500	8,000
	Capital Outlay	-	-	-
		\$ 213,333	\$ 273,152	\$ 485,921

MISSION STATEMENT:
 The mission of the City Manager's Office is to provide excellence in assisting the City Council establish community goals and policies and providing leadership and direction in the administration of all City departments and services.

- GOALS & OBJECTIVES:**
- 1 Deliver a balanced budget and strengthen long-term financial stability**
 - R Submit a balanced budget to Council on schedule and adopt it without unresolved structural gaps
 - R Present an updated five-year capital improvement plan annually with identified funding sources and an implementation timeline.
 - 2 Improve organizational capacity to meet growth demands through staffing, systems and performance.**
 - R Deliver a workforce plan that supports Council's staffing initiative by documenting critical positions, service impacts, and implementation timing for adoption during the budget cycle.
 - R Provide a quarterly Council Initiative Status Task Sheet that tracks all major City initiatives using a clear status framework, ensuring Council has consistent visibility into progress, upcoming decision points, and stalled items.
 - 3 Improve execution reliability of roadway, pedestrian, and utility infrastructure investments.**
 - R Publish and maintain citywide CIP delivery dashboard/update showing schedule, budget status, and risk for major disruptions.
 - R Conduct for quarterly CIP Update meetings with staff and include action items/next steps for Council awareness.
 - 4 Advance business attraction and development priorities with measurable progress.**
 - R Move Downtown Development Phase II forward by completing defined "start" benchmarks. (e.g., procurement milestone, design milestone, funding plan, public engagement milestone).
 - R Provide council a quarterly economic development progress snapshot that tracks new business activity consistently.
 - R Advance Unified Development Code updates by delivering a clear project plan and completing at least on major milestone per quarter.
 - 5 Strengthen citywide safety culture and support effective, stable public safety operations.**
 - R Improve the city-wide safety program by completing annual training participation across all departments
 - R Provide council a semiannual public safety performance snapshot.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2024	FY2025	FY2026	FY2026	FY2026	FY2027	
Workforce Plan presented during budget cycle	FS/IO	Yes	Yes	Yes	Yes	Yes	Yes	
Quarterly CIP status update provided	II	4	4	4	2	4	4	
Quarterly economic development progress snapshot sent	ED	N/A	N/A	N/A	N/A	3	4	
Semiannual public safety snapshot delivered	PS	N/A	N/A	N/A	N/A	N/A	2	

Planning & Community Development

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
<p>The Planning and Community Development department focuses on shaping how the city grows and evolves. The department develops the comprehensive plan as a guide to development review. Enforces zoning laws, civil engineering standards and building codes to ensure that new projects align with community goals and safety standards. Review and approve applications for construction, renovations, or other developments. Work with residents, businesses, and other stakeholders to gather input and build consensus around neighborhood improvements and long-term city planning. Coordinate on infrastructure projects to support a growing population while preserving quality of life.</p>	<p>Funding Source: General Fund</p>	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	543,802	824,655	930,589
	Professional & Other Services	571,794	500,800	366,285
	Supplies & Operating Charges	5,607	22,700	16,000
	Capital Outlay	-	-	-
		\$ 1,121,203	\$ 1,348,155	\$ 1,312,874

MISSION STATEMENT:
 Planning and Community Development is to be a bridge between the city's growth ambitions and the practical, regulatory, and community needs, ensuring that development benefits the entire community.

- GOALS & OBJECTIVES:**
- 1. Keep up with growth with the same level of service providing now.**
 - * High level of service with City Engineer and Building inspections operating effectively
 - * Implement the EPL permit, planning and licensing software for complete digital permitting process
 - * Provide increased efficiency and streamlined services for both citizens and developers
 - R** Maintain effective coordination with City Engineer and Building Inspections

 - 2. Develop a high-quality, vibrant community.**
 - * Finish Text Amendments
 - * Downtown Development Phase II: Possible Master Plan
 - * Implementing processes to confirm architectural standards are presented at permitting, during construction and before C.O.
 - * Landscape ordinance enhances to provide more required planting and preserve specimen trees.
 - R** Advance the development of Downtown Development Phase II master plan
 - R** Strengthen Landscaping and Tree preservation outcomes

 - 3. Obligated DCA Standards**
 - * Complete Comprehensive Plan update and send to DCA
 - R** Maintain Qualified Local Government Status to ensure eligibility for State funding.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
Code Updates	ED	1	1	1	1	1	1	
Average Permit Review Turnaround time	ED	N/A	N/A	N/A	21	<22 Days	14 Days	
% of In-Field Inspections Completed per month	ED	N/A	N/A	N/A	50%	50%	100%	
Master Plan Approved	ED	N/A	No	No	No	Yes	Yes	
Engage Consultant (Master Plan of Phase II)	ED	N/A	No	NO	No	Yes	Yes	
% of developments complying with new landscaping and tree preservation standards	ED	N/A	N/A	N/A	0%	0%	100%	

HUMAN RESOURCES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Human Resources department is responsible for developing, coordinating, and implementing personnel policies ensuring legal compliance and implementation of the City's mission and talent strategy. This department manages personnel records, benefits administration, workers compensation, and recruitment efforts. Human Resources is responsible for payroll, onboarding and offboarding, as well as verifying compliance with state and federal laws such as FMLA, EEOC, ADA, FLSA, etc.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	-	140,373	201,829
	Professional & Other Services	20,408	83,800	42,750
	Supplies & Operating Charges	15,841	21,300	13,600
	Capital Outlay	-	-	-
		\$ 36,249	\$ 245,473	\$ 258,179

MISSION STATEMENT:
 To develop, implement, and support programs and processes that add value to the City of Flowery Branch and its employees while supporting our vision to deliver exemplary service and exhibiting our values.

GOALS & OBJECTIVES:

- 1. Increase Human Resources Efficiency**
 - * Streamline core processes.
 - * Expand self-service tools.
 - * Enhance communication to support consistent operations.

R Reduce hiring timeline by 10%
 R Implement/Relaunch at least two automated or self-service HR tools by the end of the third quarter.
 R Achieve 95% on-time completion of performance evaluations across all departments.
- 2. Strengthen Employee Engagement and Training/Development.**
 - * Promote a connected, appreciative, and supportive culture.
 - * Continuation and enhancement of recognition initiatives.
 - * Build a capable, well-prepared workforce.

R Hold at least two agency-wide employee appreciation or recognition events by the end of the fiscal year.
 R Reduce voluntary turnover rate by 10%.
 R Develop at least three on-line training modules through newly implemented software.
- 3. Optimize Personnel Costs without Reducing Service Quality**
 - * Promote cost-effective wellness offerings.
 - * Improve workforce health outcomes.

R Increase participation in cost-effective wellness programs by 25% by the end of the fiscal year.
- 4. Strengthen the City's Brand as an Employer of Choice.**
 - * Enhance the City's brand for recruitment.

R Improve employer brand metrics by 20% through improved job advertisements and update HR webpage.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
Reduce hiring timeline by 10%	IO	N/A	51.17	41.89	37.71%	30%	34	
Implement/relaunch at least two automated or self-service HR tools	IO	N/A	N/A	N/A	N/A	N/A	2%	
Achieve 95% on-time completion of performance evaluations	IO	N/A	93.75%	77.00%	92.00%	N/A	95.00%	
Reduce voluntary turnover rate by 10%	IO/FS	6.96%	7.75%	10.37%	5.52%	N/A	4.97%	
Develop at least three on-line training modules through newly implemented software	IO	N/A	N/A	N/A	N/A	N/A	3%	
Increase participation in cost-effective wellness programs by 25%	IO	1.85%	4.92%	6.25%	25.00%	N/A	31.25%	
Improve employer brand metrics by 20%	IO	N/A	N/A	1,011	1,637	N/A	1,964	

**GENERAL FUND
RISK MANAGEMENT**

	FY2025	FY2026	FY2027	%
	ACTUAL	BUDGET	BUDGET	CHANGE
Operating:				
Personal Services	\$ 114,754	\$ 125,000	\$ 125,000	0.0%
Professional & Other Services	195,866	250,000	250,000	0.0%
Supplies & Operating Charges	3,882	5,000	5,000	0.0%
Total Operating	<u>314,502</u>	<u>380,000</u>	<u>380,000</u>	0.0%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 314,502</u>	<u>\$ 380,000</u>	<u>\$ 380,000</u>	0.0%

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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PUBLIC WORKS DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Public Works Department is comprised of 2 General Fund divisions: Public Lands and Buildings (PL&B) and Highways & Street Administration. PL&B ensures a safe, functional, comfortable, clean, attractive and pleasant environment in the buildings under its management. Highways & Street Administration is responsible for the repair and maintenance of all streets, sidewalks, storm drainage infrastructure, rights-of-way, and other related facilities located within the City of Flowery Branch. *FY2024 Salary Increase to salary allocation changes.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	911,778	1,023,036	1,099,143
	Professional & Other Services	312,064	424,028	430,528
	Supplies & Operating Charges	244,053	263,000	271,000
	Capital Outlay	22,558	40,000	40,000
	\$ 1,490,453	\$ 1,750,064	\$ 1,840,671	

MISSION STATEMENT:
 Public Works is committed to providing high quality and responsive services and pleasant and safe conditions along our roads, sidewalks and other structures for our residents, business owners, and visitors to our City.

- GOALS & OBJECTIVES:**
- 1. Street and Right-of-way Reliability**
 - * Ensure completion of submission of all annual paving plan documents to support timely project execution.
 - * Order and place/replace street signage.
 - * Repair damage streets to increase useful life.
 - R Respond to and repair reported street damage within 4 business days for qualifying requests
 - R Deliver the 2027 annual paving plan on schedule by December 31st.
 - 2. Improve stormwater drainage resilience**
 - * Maintain and replace cross drains
 - * Clean, mow, and excavate drainage structures and ditches throughout the city
 - * Improve internal stormwater system visibility and long-term management
 - * Establish a standardized stormwater GIS data model and asset attribute framework by fiscal year end.
 - * Implement internal GIS workflows for stormwater asset updates and maintenance tracking by fiscal year end.
 - R Develop and implement a stormwater framework.
 - 3. Maintain safe and functional City facilities.**
 - * Maintain and update City facilities
 - * Develop and train on work order system
 - R Implement sidewalk maintenance plan
 - R Inspect, cut and replace existing sidewalks.
 - R Complete facility work orders within 10 business days

PERFORMANCE MEASURES							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027
Response and Repair of Damaged Streets	II	N/A	N/A	N/A	N/A	4 days	4days
Delivery of annual paving plan by Dec. 31st	II	No	No	No	No	Yes	Yes
Stormwater framework developed	II	N/A	N/A	N/A	No	Yes	Yes

MUNICIPAL COURT DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
Municipal Court is a misdemeanor court that has jurisdiction over city ordinance violations and state traffic offenses. Specific type cases handled by the court include routine traffic offenses; driving under the influence of alcohol, possession of marijuana less than an ounce, shoplifting less than \$500.00 and code enforcement violations. The Court also is responsible for entering case dispositions and forwarding entries to the Department of Drivers Services.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	164,059	179,851	194,188
	Professional & Other Services	68,605	76,950	76,650
	Supplies & Operating Charges	32,460	36,000	35,000
	Capital Outlay	-	-	-
	\$ 265,124	\$ 292,801	\$ 305,838	

MISSION STATEMENT:
 The mission of the Municipal Court is to assure the administrative efficiency of the court, to protect the court's ethical integrity, and help maintain public confidence in the court's fairness in dispensing justice impartially.

- GOALS & OBJECTIVES:**
1. Enhance communications regarding court proceedings.
 - * Explore and implement a process to allow mass communication notifications for defendants to receive court information.
 2. Improve access to reports, open records, etc.
 - * Explore and implement online access to reports, open records, etc.
 - * Find a software editing company that would allow us to redact videos for open records.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
# of notifications issued	IO	N/A	N/A	N/A	216	430	300	
# of in-person open record requests	IO	N/A	N/A	N/A	130	100	100	
# of online open record requests	IO	N/A	N/A	N/A	260	400	400	

POLICE DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Flowery Branch Police Department provide the City of Flowery Branch with emergency and non-emergency service 24 hours a day to more than 10,000 city residents. Our jurisdiction covers the City of Flowery Branch and includes houses, apartment complexes, businesses, industrial parks, recreational facilities, schools, churches and numerous shopping centers. The City of Flowery Branch Police department is made up of Police Administration and the Patrol division.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	2,493,397	2,912,583	3,218,218
	Professional & Other Services	191,553	185,159	199,509
	Supplies & Operating Charges	188,138	165,457	167,225
	Capital Outlay	151,241	-	-
		\$ 3,024,330	\$ 3,263,199	\$ 3,584,952

MISSION STATEMENT:
 We vow to protect and serve the City of Flowery Branch through dedication, professionalism, and community-oriented policing by using active cooperation as well as effective, proven standards of excellence with a positive, progressive attitude.

- GOALS & OBJECTIVES:**
- 1. Ensure that the police response is in an efficient and in an effective manner.**
 - * Refining S.P.E.A.R. program (Specialized Proactive Enforcement and Response Unit)
 - * Increase traffic enforcement and monitoring
 - R** Decrease traffic accidents by 20%
 - 2. Reduce crime and accidents in the City of Flowery Branch**
 - * Refining S.P.E.A.R. program
 - * Enhancing drone program.
 - * Develop a Safety program for the schools and community
 - R** Decrease crime by 20%
 - 3. Attract and retain highly qualified police personnel.**
 - * Continue developing a recruitment and retention plan
 - * Explore additional pay incentives and benefits
 - R** Increase staff specialized certification
 - R** Maintain turnover ratio less than 5%.
 - 3. Attract and retain highly qualified police personnel.**
 - * Update policies and procedures as required by State guidelines
 - * Enhance staff training on updated policies and procedures
 - R** Ensure 100% of Sworn Officer meet or exceed all State Certification and continuing education requirements
 - R** Achieve 100% compliance with all applicable State standards, policies, and documentation requirements

PERFORMANCE MEASURES:

MEASURES	Strategic Priority	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
# of Certified Sworn Officers	PS	21	25	27	27	27	27	
Response time in minutes	PS	3:32	2:45	1:42	2:20	2:00	2:00	
Call Volume	PS	4,762	4,443	4,226	927	4,500	4,500	
Staff Training Hours	IO/PS	N/A	N/A	N/A	N/A	N/A	2,240	
# of Traffic Accidents per month	PS	34	31	32	36	30	30	
Turnover Ration for voluntary separations as stated	IO/PS	N/A	N/A	N/A	3%	<5%	<5%	
Percentage of required Certification Standards met	IO/PS	N/A	N/A	N/A	N/A	N/A	100.00%	

Planning & Community Development

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
<p>The Planning and Community Development department focuses on shaping how the city grows and evolves. The department develops the comprehensive plan as a guide to development review. Enforces zoning laws, civil engineering standards and building codes to ensure that new projects align with community goals and safety standards. Review and approve applications for construction, renovations, or other developments. Work with residents, businesses, and other stakeholders to gather input and build consensus around neighborhood improvements and long-term city planning. Coordinate on infrastructure projects to support a growing population while preserving quality of life.</p>	<p>Funding Source: General Fund</p>	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	543,802	824,655	930,589
	Professional & Other Services	571,794	500,800	276,285
	Supplies & Operating Charges	5,607	22,700	16,000
	Capital Outlay	-	-	-
		\$ 1,121,203	\$ 1,348,155	\$ 1,222,874

MISSION STATEMENT:
 Planning and Community Development is to be a bridge between the city's growth ambitions and the practical, regulatory, and community needs, ensuring that development benefits the entire community.

- GOALS & OBJECTIVES:**
- 1. Keep up with growth with the same level of service providing now.**
 - * High level of service with City Engineer and Building inspections operating effectively
 - * Implement the EPL permit, planning and licensing software for complete digital permitting process
 - * Provide increased efficiency and streamlined services for both citizens and developers
 - R** Maintain effective coordination with City Engineer and Building Inspections

 - 2. Develop a high-quality, vibrant community.**
 - * Finish Text Amendments
 - * Downtown Development Phase II: Possible Master Plan
 - * Implementing processes to confirm architectural standards are presented at permitting, during construction and before C.O.
 - * Landscape ordinance enhances to provide more required planting and preserve specimen trees.
 - R** Advance the development of Downtown Development Phase II master plan
 - R** Strengthen Landscaping and Tree preservation outcomes

 - 3. Obligated DCA Standards**
 - * Complete Comprehensive Plan update and send to DCA
 - R** Maintain Qualified Local Government Status to ensure eligibility for State funding.

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
Code Updates	ED	1	1	1	1	1	1	
Average Permit Review Turnaround time	ED	N/A	N/A	N/A	21	<22 Days	14 Days	
% of In-Field Inspections Completed per month	ED	N/A	N/A	N/A	50%	50%	100%	
Master Plan Approved	ED	N/A	No	No	No	Yes	Yes	
Engage Consultant (Master Plan of Phase II)	ED	N/A	No	NO	No	Yes	Yes	
% of developments complying with new landscaping and tree preservation standards	ED	N/A	N/A	N/A	0%	0%	100%	

Department of Fun

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Department of Fun is dedicated to ensure the City of Flowery Branch remains a quaint, vibrant community. We strive to provide the highest quality of service to our businesses, residents and visitors. We are devoted to creating and updating our website, event production and coordination, downtown development, community communication through social media and media relations. Our team partners with multiple departments through out the city.	Funding Source: General Fund	FY2025	FY2026	FY2027
		ACTUAL	BUDGET	BUDGET
	Personal Services	281,070	314,636	350,902
	Professional & Other Services	227,630	145,161	115,150
	Supplies & Operating Charges	193,943	220,900	228,400
	Capital Outlay	-	-	-
		\$ 702,643	\$ 680,697	\$ 694,452

MISSION STATEMENT:
 The Department of Fun maintains relationships between the City of Flowery Branch and its citizens. Providing up to date information through our website, social media and providing events and downtown happenings to give family and friends an opportunity to create lasting memories.

- GOALS & OBJECTIVES:**
- 1. Deliver high-quality community events that increase downtown engagement.**
 - R Host 6-8 signature events annually with documented attendance matrices
 - R Achieve 10% year-over-year growth in total event participation
 - R Secure at least 5 merchant partnerships across events to support downtown activation
 - 2. Improve operational efficiency and cost effectiveness of event planning**
 - * Develop and maintain event playbooks for all recurring events by year-end
 - * Implement a tracking system for event expenses and supplies to improve budgeting accuracy.
 - R Identify and secure 8 new sponsorships for the year.
 - 3. Enhance the visibility and identity of Flowery Branch's growing downtown.**
 - * Launch the semi-annual calendar by March and July
 - R Increase "What's Blooming" monthly newsletter subscribers by 25%
 - R Increase social media engagement by 20% over actual

PERFORMANCE MEASURES:								
MEASURES	City Wide Strategic	ACTUAL				YTD thru 12/31	BUDGET	
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2027	
# of Signature Events	ED	5	6	6	5	6	8	
# of Sponsorships	ED	N/A	N/A	4	3	6	8	
# of monthly newsletter subscribers	ED	0	27	235	543	800	1,000	
# of Merchant Engagement	ED	N/A	N/A	N/A	1	2	5	
Signature Event Attendance	ED	N/A	10,115	8,717	7,920	10,500	11,550	
# of Social Media Engagement on Market Pages	ED	N/A	6,968	8,295	11,582	10,000	13,898	
# of Social Media Engagement on City Pages	ED	N/A	4,741	6,085	11,797	10,000	14,000	

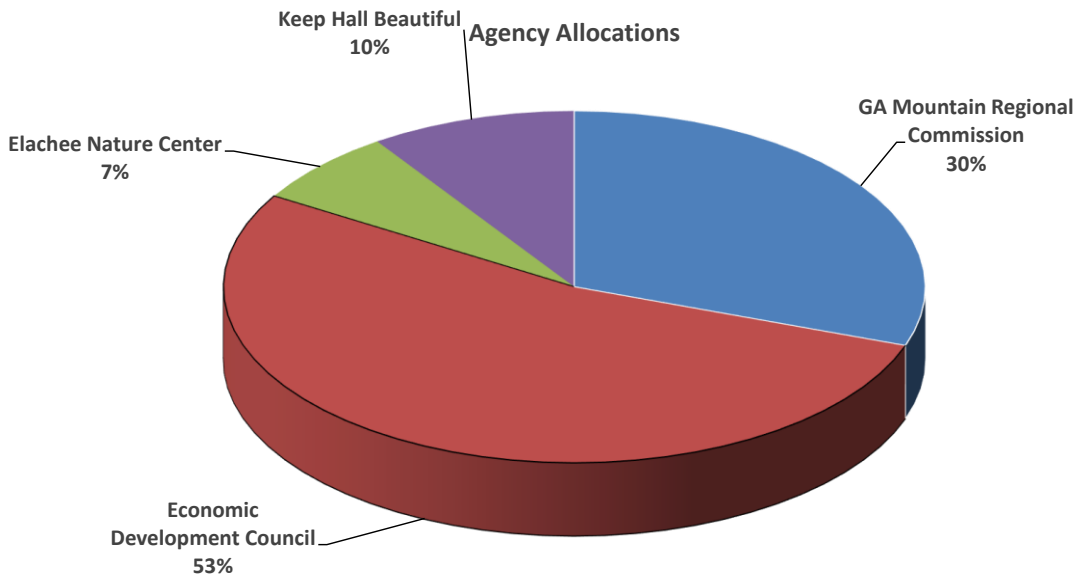
AGENCY ALLOCATIONS

DEPARTMENT DESCRIPTION:

This Department's budget accounts for those funds requested by local Agencies for services they provide to the City.

Agency Allocations

	FY2025 Actual	FY2026 Budget	FY2027 Budget
General Fund:			
GA Mountain Regional Commission	\$ 13,673	\$ 16,000	\$ 16,000
Economic Development Council	27,500	28,000	28,000
Elachee Nature Center	3,607	3,607	3,607
Keep Hall Beautiful	-	5,000	5,000
Total General Fund Allocations	<u>44,779.52</u>	<u>52,607.00</u>	<u>52,607.00</u>
Water & Sewer			
GA Mountain Regional Commission	-	-	-
Economic Development Council	-	-	-
Elachee Nature Center	-	-	-
Keep Hall Beautiful	-	-	-
CASA	-	-	-
Total Water & Sewer Fund Allocations	<u>-</u>	<u>-</u>	<u>-</u>
Total Funding			
GA Mountain Regional Commission	13,672.52	16,000.00	16,000.00
Economic Development Council	27,500.00	28,000.00	28,000.00
Elachee Nature Center	3,607.00	3,607.00	3,607.00
Keep Hall Beautiful	-	5,000.00	5,000.00
Total Agency Allocations	<u>\$ 44,779.52</u>	<u>\$ 52,607.00</u>	<u>\$ 52,607.00</u>



TAX ALLOCATION DISTRICT FUND

	FY2025	FY2026	FY2027	%
	Acutal	Budget	Budget	CHANGE
Revenue				
TAD revenue - Hall Co. Portion	\$ 652,311	\$ 650,000	\$ 700,000	7.7%
TAD revenue - City Portion	658,362	650,000	700,000	7.7%
Rental Income	69,445	155,734	155,734	0.0%
Interest revenue	66,353	70,000	70,000	0.0%
Transfers in	-	73,125	-	-100.0%
Budget Fund Balance	-	-	-	N/A
				N/A
Total Operating Revenue	1,446,471	1,598,859	1,625,734	1.7%
Expenditures:				
Professional and Other Services	\$ 345,787	\$ 230,000	\$ 230,000	0.0%
Capital Outlay	127,775	971,415	998,290	2.8%
Debt Service	434,292	397,444	397,444	0.0%
Transfers Out	575,000	-	-	N/A
				N/A
Total Operating Expenditures	1,482,854	1,598,859	1,625,734	1.7%
Total Overall Expenditures	\$ (36,383)	\$ -	\$ -	N/A
Capital Outlay Breakdown				
-				-
-				-
-				-
-				-
				-
Total Capital Outlay			\$ -	

HOTEL/MOTEL FUND

	FY2025	FY2026	FY2027	%
	Acutal	Budget	Budget	CHANGE
Revenue				
CVB Hotel Tax Revenue - City's portion	\$ 89,675	\$ 80,000	\$ 80,000	0.0%
Tourism Product Development	44,837	45,000	45,000	0.0%
CVB Hotel Tax Revenue - CVB's portion	113,816	95,000	95,000	0.0%
Interest Revenue	-	-	-	N/A
Budget Fund Balance	-	-	-	N/A
				N/A
Total Operating Revenue	248,328	220,000	220,000	0.0%
Expenditures:				
Capital Outlay	\$ -	\$ 45,000	\$ 45,000	0.0%
Convention Visitors Bureau	113,817	95,000	95,000	0.0%
Transfers Out	97,557	80,000	80,000	0.0%
				N/A
				N/A
				N/A
Total Operating Expenditures	211,374	220,000	220,000	0.0%
Excess Revenue Over/(Under) E	\$ 36,955	\$ -	\$ -	N/A

FY2027 Capital Improvements Summary

Project Name	Critical Need Ranking	Priority Ranking	Funding Request	Funding Allowed	Water/Sewer Fund Bal	GEFA (DW)	GEFA (CW)	General Fund/LRF Funds	(320) SPLOST IX (FY2027 Collections) (Roads, Streets, Stormwater, Sidewalk)	(320) SPLOST IX (2027 Collections) (Parks)	(320) SPLOST IX (2027 Collections) (Public Safety)	(320) SPLOST IX (2027 Collections) (Public Works)	(320) SPLOST IX (2027 Collections) (Public Utilities)	Hotel/Motel (TPD)	Remaining TAD Bond Funds	TAD Collected Funds	(320) SPLOST VIII CIP Fund Balance	BOND FUNDS	Intergovt / Contribut./ Grants	Total
City Manager's Office																				
Downtown Development Phase II	A - Essential		500,000																	-
	A - Essential																			-
	A - Essential																			-
	Subtotal		500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Clerk																				
	A - Essential																			-
	A - Essential																			-
	Subtotal		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Finance																				
IT Equipment	A - Essential		50,000	50,000				50,000												50,000
Council Chambers A/V equipment upgrade	A - Essential		150,000	150,000				150,000												150,000
Debt Payments	A - Essential		348,841	348,841				348,841												348,841
	Subtotal		548,841	548,841	-	-	-	548,841	-	-	-	-	-	-	-	-	-	-	-	548,841
Public Works																				
Annual Road Paving	A - Essential		1,865,000	1,865,000			750,000	1,000,000											115,000	1,865,000
Sidewalk Program	A - Essential		100,000	100,000			100,000													100,000
Stormwater Program	A - Essential		200,000	200,000			200,000													200,000
Winter Weather Equipment	A - Essential		250,000	250,000													250,000			250,000
Public Works Roof Repairs	A - Essential		175,000	175,000			175,000													175,000
HydroVac trailer and boom	A - Essential		165,000	165,000								115,000					50,000			165,000
	A - Essential																			-
	Subtotal		2,755,000	2,755,000	-	-	1,225,000	1,000,000	-	-	-	115,000	-	-	-	-	300,000	-	115,000	2,755,000
Municipal court																				
	A - Essential																			-
	A - Essential																			-
	Subtotal		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Police																				
Police Vehicles	Priority Ranking		250,000	250,000			250,000													250,000
TruNarc Delta	A - Essential		33,000																	-
26 Upper Receivers with Suppressor	A - Essential		50,000	50,000			50,000													50,000
Fleet Maintenance	A - Essential																			-
Public Safety Facility	A - Essential																			-
	Subtotal		333,000	300,000	-	-	300,000	-	-	-	-	-	-	-	-	-	-	-	-	300,000
Planning																				
	A - Essential																			-
	Subtotal		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Department of Fun																				
Amphitheater Stage	Priority Ranking		100,000																	-
Depot Repairs	A - Essential		175,000	175,000			175,000													175,000
	A - Essential																			-
	Subtotal		275,000	175,000	-	-	175,000	-	-	-	-	-	-	-	-	-	-	-	-	175,000
TOTAL GOVERNMENTAL FUNDS			4,411,841	3,778,841	-	-	-	2,248,841	1,000,000	-	-	115,000	-	-	-	-	300,000	-	115,000	3,778,841

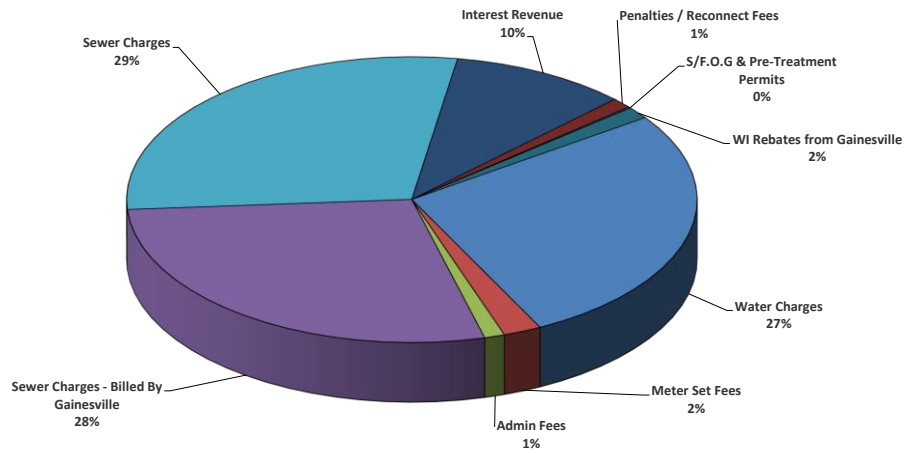
Water & Sewer Fund

DEPARTMENT DESCRIPTION:
The Water & Sewer Fund is used for activities connected with the development, operations and maintenance of water and sewer service in the City of Flowery Branch. This is an enterprise fund, financed and operated in a manner similar to private business enterprises. Such funds are self-supporting in nature where the costs, including depreciation, of providing goods or services on a continuing basis are financed or recovered primarily through user charges.
MISSION STATEMENT:
To protect public health and the environment through the delivery of safe and reliable water and wastewater services with a commitment of excellence to all generations.
GOALS & OBJECTIVES:
<p>1. <u>Maintain operational reliability.</u></p> <ul style="list-style-type: none"> * Complete and Start up the plant expansion using newer technology to increase plant capacity and efficiency * Begin planning and preliminary evaluation for replacement of the existing wastewater outfall line * Finish wells #4 and #5 project and place both wells into service * Rehab spray field pump station and infrastructure to operate correctly * Prevent lift station infrastructure failure <p>R Rehabilitate lift station infrastructure in the wastewater collection system</p> <p>R System failures are increasingly addressed through planned maintenance rather than emergency response</p> <p>R Strengthen City's pump and relate equipment reserves</p> <p>R Capital projects are completed and place into service</p> <p>2. <u>Maintain financially healthy water and sewer enterprise fund</u></p> <ul style="list-style-type: none"> * Maintain a robust multi-year capital improvement plan * Continue ongoing account review to ensure account collections are received in a timely manner <p>R Complete a comprehensive water and sewer rate study aligned with capital and operating needs</p> <p>R Ensure utility rates generate sufficient revenue to support operations, debt service, and capital reinvestment</p> <p>R Improve predictability and stability of utility revenues.</p> <p>3. <u>Ensure regulatory compliance.</u></p> <ul style="list-style-type: none"> * Submit all required regulatory reports to EPD accurately and on time * Successfully integrate new or modified permits into compliance programs <p>R Meet all State wastewater permit requirements</p>

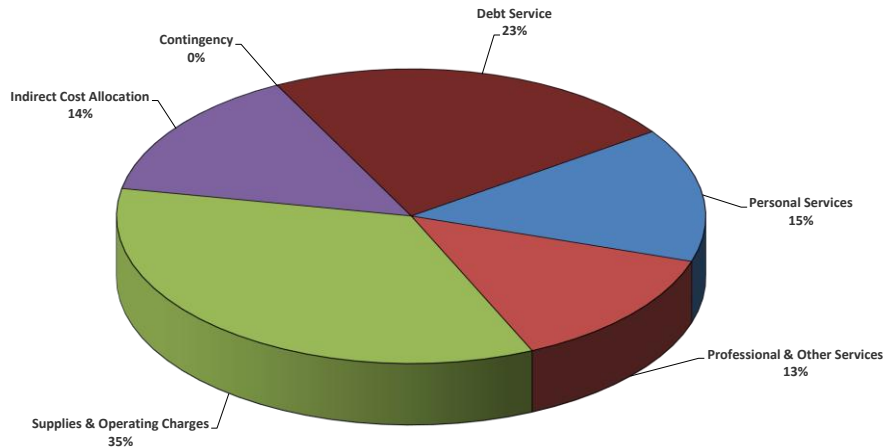
PERFORMANCE MEASURES						
MEASURES	ACTUAL			YTD thru 12/31	BUDGET	
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2027
Gallons of Water Capacity increased (daily)	N/A	390000	400,000	400,000	400,000	400,000
% of accounts reviewed	N/A	1	100%	100%	100%	100%
# of months water and wastewater quality exceeds permit	N/A	2	1	1	2	2
Gallons of Wastewater Capacity increased (daily)	N/A	.850MGD	.875MGD	0.91 MGD	0.91 MGD	0.91 MGD
Total Wastewater Capacity	.9 MGD	.91MGD	.91MGD	.91MGD	0.91 MGD	0.91 MGD
# of Wastewater Permit Violations	N/A	N/A	3	0	0	0
Replacement Pumps and Equipment	N/A	N/A	N/A	4	5	10
Spray Field pump station rehabilitation completed	N/A	N/A	N/A	No	No	Yes
% of maintenance work orders planned vs emergency	N/A	N/A	N/A		98%	98%
Plant expansion completed and operational	N/A	N/A	N/A	No	No	Yes
Wells #4 and #5 completed and placed into service	N/A	N/A	N/A	No	No	Yes
# of Lift station infrastructure rehabs	N/A	N/A	N/A	0	0	1

Water & Sewer Fund Summary:			
Revenues	FY2025	FY2026	FY2027
	Actual	Budget	Budget
Water Charges	\$ 1,487,345	\$ 1,502,500	\$ 1,902,500
Meter Set Fees	125,318	309,200	150,000
Admin Fees	90,320	75,000	80,000
Sewer Charges - Billed By Gainesville	1,622,806	1,625,000	1,950,000
Sewer Charges	1,516,338	1,500,000	2,000,000
Bank Fees / Bad Check Fees	170	-	-
Interest Revenue	1,447,919	750,000	700,000
Penalties / Reconnect Fees	63,379	60,000	80,000
W&S Misc Revenue	8,263	-	-
S/F.O.G & Pre-Treatment Permits	9,959	8,000	10,000
WI Rebates from Gainesville	88,732	100,000	95,000
Transfers in - Development Charges	250,000	-	-
Budgeted Net Position	-	-	-
Total Revenues	\$ 6,710,550	\$ 5,929,700	\$ 6,967,500
Expenses			
Personal Services	840,183	908,310	\$ 1,025,146
Professional & Other Services	792,916	1,018,703	\$ 926,336
Supplies & Operating Charges	1,873,461	2,429,498	\$ 2,418,231
Indirect Cost Allocation	812,759	869,975	\$ 1,008,164
Capital Outlay	-	12,000	\$ -
Depreciation	567,726	-	-
Contingency	-	236,097	-
Debt Service	1,440,037	455,117	1,589,623
Total Operating Expenses	\$ 6,327,082	\$ 5,929,700	\$ 6,967,500
Excess Revenues Over/(Under) Expenses	\$ 383,467	\$ -	\$ -

Water & Sewer Revenue



Water & Sewer Expenses



EMPLOYEE BENEFITS FUND

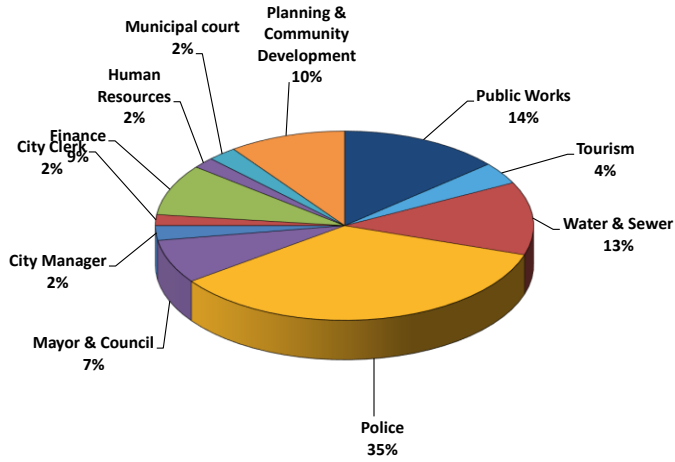
	FY2025	FY2026	FY2027	%
Revenues	ACTUAL	BUDGET	BUDGET	CHANGE
Premiums	\$ 1,452,000	\$ 1,800,000	\$ 1,924,000	6.89%
Interest	-	-	-	N/A
Transfers in	-	-	-	N/A
Budgeted Net Position	-	21,162	22,664	7.10%
Total Revenue	1,452,000	1,821,162	1,946,664	6.89%
Operating:				
Personal Services	\$ 108,340	\$ -	\$ -	N/A
Health Insurance Premiums/Claims Expe	989,504	1,297,168	1,380,597	6.43%
Life Insurance Premiums	1,097	5,483	5,820	6.15%
Vision Insurance Premiums	4,789	5,419	5,627	3.84%
Dental Insurance Premiums	38,525	33,192	35,120	5.81%
Long-term Disability Insurance	8,788	16,500	16,500	0.00%
Administration/Wellness Program	11,660	23,000	23,000	0.00%
Pension cost	337,084	440,400	480,000	8.99%
Other Costs	1,823	-	-	N/A
Total Expenditures	1,501,610	1,821,162	1,946,664	6.89%
Excess Revenue Over/(Under)	(49,610)	-	-	

FISCAL YEAR 2027 AUTHORIZED POSITIONS

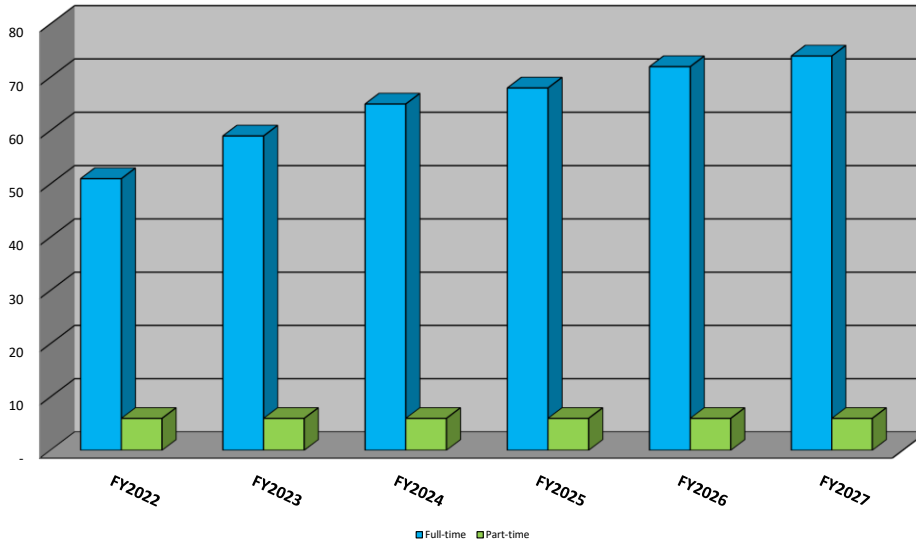
(5-year Summary)

DEPARTMENTS	FY2023		FY2024		FY2025		FY2026		FY2027	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Mayor & City Council		6		6		6		6		6
City Manager	1		1		1		1		2	
City Clerk	1		1		1		1		1.5	
Financial Services	6		6		6		7		7	
Human Resources	-		-		-		1		1.5	
Municipal Court	2		2		2		2		2	
Planning & Community Development Dept.	5		6		6		8		8	
Police Department	22		26		27		28		28	
Public Works	11		11		11		11		11	
Tourism	2		2		3		3		3	
Employee Benefits	-		1		1		-		-	
Total General Fund	50	6	56	6	58	6	62	6	64	6
Water & Sewer	9		9		10		10		10	
TOTAL AUTHORIZED POSITIONS	59	6	65	6	68	6	72	6	74	6

Authorized Positions by Fund FY 2027



Five-Year Positional Change Chart





FY2027

City of Flowering Branch Master Fee Schedule

Department	Item	Fee	Comments
Admin (City Clerk)	Open Records Request (Not Police Records)	Varies	>15 mins = Free; <15 mins = prorated hourly salary of lowest paid full-time employee who has necessary skill and training to perform the request; \$0.10 per page
Admin (City Clerk)	Solicitor's Permit	\$100.00	

Department	Item	Fee	Comments
Municipal Court/Police	Open Records Request	Varies	>15 mins = Free; <15 minutes = \$0.10 per page, Plus lowest paid full-time hourly rate
Municipal Court	Certify a Document	\$5.00	
Municipal Court	Report Request	\$5.00	
Municipal Court	Discovery Reports	\$5.00	
Municipal Court	Discovery Videos	\$15.00	

Department	Item	Fee	Comments
Police	Background Check	\$20.00	
Police	Record Restrictions	\$50.00	
Police	Alcohol License permit/serving permit	\$25.00	
Police	Fingerprinting	\$50.00	
Police	Notary Fee (Out of Jurisdiction)	\$2.00	
Police	Package Sales Beer	\$750.00	
Police	Package Sales Wine	\$750.00	
Police	Package Sales Distilled Spirits	\$5,000.00	
Police	Consumption on Premises Beer	\$750.00	
Police	Consumption on Premises Wine	\$750.00	
Police	Consumption on Premises Distilled Spirits	\$4,000.00	
Police	Wholesale Beer	\$250.00	
Police	Wholesale Wine	\$250.00	
Police	Wholesale Distilled Spirits	\$1,000.00	
Police	Caterer Beer	\$300.00	Annual Fee for City Events; \$50 for one time event
Police	Caterer Wine	\$300.00	Annual Fee for City Events; \$50 for one time event
Police	Caterer Distilled Spirits	\$500.00	
Police	Tasting Permit	\$500.00	
Police	Brew Pub License	\$1,500.00	in addition to any other applicable license fee
Police	Micro Distillery	\$4,000.00	
Police	Wine Corkage	\$150.00	
Police	Transfer fee	\$200.00	
Police	Amenity Permit	\$200.00	

Department	Item	Fee	Comments
Tourism	Depot Rental (1/2 day)	\$350.00	\$500 refundable deposit
Tourism	Depot Rental (full day)	\$600.00	\$500 refundable deposit
Tourism	Community Room Rental (1/2 day)	\$0.00	No longer doing 1/2 day
Tourism	Community Room Rental (full day)	\$1,200.00	\$500 refundable deposit
Tourism	Market Pavilion Rentals	\$1,500.00	\$500 refundable deposit
Tourism	Amphitheater	\$800.00	\$500 refundable deposit
Tourism	Linen Rental	\$15.00	each
Tourism	Off Duty Officer for events	\$45.00	per hour
Tourism	Vendor Fee - Farmers Market - Summer	\$125.00	
Tourism	Vendor Fee - Farmers Market - Fall/Winter	\$100.00	
Tourism	Special Events Permit	\$100.00	

Department	Item	Fee	Comments
Utility Billing	Water and Wastewater Deposit	\$120.00	Goes towards final bill
Utility Billing	Water OR Wastewater Deposit	\$65.00	Goes towards final bill
Utility Billing	Admin Fee (when service starts)	\$60.00	
Utility Billing	Late Fee	10%	Applied once a month on 21st
Utility Billing	Connection Fee	\$30.00	
Utility Billing	Cut Off Fee (for non payment)	\$60.00	1st of the month of disconnection
Utility Billing	Disconnect Fee (at customer request)	\$30.00	
Utility Billing	Tampering Fee	\$50.00	When meter has been tampered with
Utility Billing	Account Service Fee	\$2.79	Added to each month's bill
Utility Billing	FOG Manifest & Discharge	Varies	Based on pounds per day over limits
Utility Billing	FOG (Fats, Oils, Grease) Trap	\$15.00	Each month on the 20th
Utility Billing	Returned Check Fee	\$30.00	
Utility Billing	Meter Box	\$19.76	
Utility Billing	Meter Lid	\$27.76	With meter purchase or replacement

City of Flowery Branch Master Fee Schedule

Department	Fee Type	Total Fee	Formula	S&I Inspection Fee	Building Inspection Fee	Review Fee	Hall County Impact Fee
Planning	Accessory Structure	\$100.00	Flat		\$50.00	\$50.00	
Planning	Administrative Fee	\$25.00					
Planning	Administrative Variance	\$200.00	Flat				
Planning	Annexation	\$0.00	Flat				
Planning	Appeal of Decision	\$500.00	Flat				
Planning	Business License Fee	Based on Employee					
Planning	Business License Late Fee	1.5 % penalty a month					
Planning	Commercial Building Permit	6,000 + impact fees		\$2,500.00	\$2,500.00	\$1,000.00	Based on use and square footage
Planning	Comprehensive Plan Amendment	\$500.00	Flat				
Planning	Conditional Use	\$1,000.00	Flat				
Planning	Deferred Occupational Tax	Based on Employee					
Planning	Demolition	\$75.00	Flat				
Planning	Design Guideline /Architectural Review	\$500.00	Flat			\$500.00	
Planning	Electrical Permit	\$50.00	Flat			\$50.00	
Planning	Fence	\$50.00	Flat			\$50.00	
Planning	Film Permit	\$1,000.00	Flat			\$300.00	
Planning	Financial Institution Fee	0.25 percent of gross receipts					
Planning	Food Truck	\$50.00	Flat			\$50.00	
Planning	Full Development Permit		\$300/disturbed acre + Review + S&E	\$5,000.00		\$200.00	
Planning	Full Development Permit Review	\$5,000.00	Flat			\$5,000.00	
Planning	Landscape Plan	\$200.00	Flat			\$200.00	
Planning	Lesser Development Permit		\$200/disturbed acre+ Review + S&E	\$5,000.00		\$200.00	
Planning	Lesser Land Disturbance Review	\$2,000.00	Flat			\$2,000.00	
Planning	Mechanical Permit	\$50.00	Flat			\$50.00	
Planning	Monument Sign	\$500.00	Flat			\$250.00	
Planning	Parking Lot Design	\$200.00	Flat			\$200.00	
Planning	Plat	\$1,000.00	Flat			\$1,000.00	
Planning	Plat Re-Review	\$500.00	Flat			\$500.00	
Planning	Plumbing Permit	\$50.00	Flat			\$50.00	
Planning	Pool Permit	\$100.00	Flat		\$50.00	\$50.00	
Planning	Postage Fee	\$1.25	Flat				
Planning	Professional License Fee	based on emp	or \$300.00 per practitioner				
Planning	PTV	\$15.00	Flat				
Planning	Residential Addition		1/1000 + Review Fee			\$200.00	
Planning	Residential Building Permit	5,000 + impact fees		\$2,000.00	\$2,000.00	\$1,000.00	\$1,241.93
Planning	Residential Deck	\$100.00	Flat			\$100.00	
Planning	Retaining Wall +	\$500.00	Flat			\$100.00	
Planning	Rezoning	\$1,000.00	Flat				
Planning	ROW/Delivery	\$50.00	Flat				
Planning	Temporary Sign	\$50.00	Flat			\$50.00	
Planning	Variance	\$500.00	Flat				
Planning	Wall Sign	\$200.00	Flat			\$100.00	
Planning	Yard Sale	\$5.00	Flat			\$25.00	
Planning	Zoning Code Amendment	\$1,000.00	Flat				
Planning	Zoning Verification Letter	\$75.00	Flat + RFP Form				



CITY OF FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Awarding the 2026 Road Resurfacing Improvements Project Contract to the Low Bidder, Allied Paving Contractors, in the Amount of \$777,000.00

DATE: June 4, 2026

COUNCIL ACTION REQUESTED ON: June 4, 2026

BUDGET INFORMATION:

Capital \$777,000.00

PURPOSE: To award a construction contract for a road paving construction project to a responsible, responsive bidder and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents.

HISTORY: The City established the Annual Paving Program during the FY2021 budget process. This program is funded by SPLOST VIII fund, Local Maintenance and Improvement Grant (LMIG) funds and General Fund funds. The total budget, from inception, is \$5,675,608.24 with \$3,665,544.30 spent leaving an available balance of \$2,010,063.94. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage. The City then engaged ESG Engineering to design a road paving/resurfacing improvements project for the selected local streets. After obtaining geotechnical surface and sub-surface data, ESG Engineering specified the resurfacing improvements and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on May 14, 2026. A total of ten (10) responsive bids were received. Allied Paving Contractors, Inc. was the low bidder with a total bid amount of \$777,000.00.

FACTS & ISSUES: ESG Engineering recommends awarding the project to the low bidder, Allied Paving Contractors, Inc., at the low bid price of \$777,000.00. The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Allied Paving Contractors, Inc., ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction. Funding for the paving will come from the Annual Road Paving project approved in the FY2026 Budget. This project has an available

balance of \$2,010,063.94.

OPTIONS: 1) Award the Contract and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents or 2) Do Not Award the Contract and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents.

RECOMMENDED SAMPLE MOTION: I make a motion to award the 2026 Road Resurfacing Improvements Project contract to the low bidder, Allied Paving Contractors, Inc., in the amount of \$777,000.00 and authorize the Mayor and City staff to issue the notice of award and execute the necessary contract documents.

DEPARTMENT: Administration
PREPARED BY: Shelia Cooper, City Clerk

PROJECT:	BIDDERS:	ALLIED PAVING CONTRACTORS, Inc.	SHEPCO PAVING, Inc.	VERTICAL EARTH, Inc.	GEORGIA PAVING, a Sunland Company	EAST COAST GRADING, Inc.	BLOUNT CONSTRUCTION COMPANY, Inc	SUMMIT CONST & DVLP, LLC	THE SCRUGGS COMPANY d/b/a Sunbelt Asphalt Surfaces, Inc.	C.W. MATTHEWS CONTRACTING CO, Inc.	BALDWIN PAVING CO, Inc.
2026 ROAD RESURFACING IMPROVEMENTS Project#: F0002.030	PO Box 509 Pendergrass, GA 30567	4080 McGinnis Ferry Road, Ste 203 Alphretta, GA 30005	4645 E Ridge Dr Cumming, GA 30041	3625 Buford HWY Duluth, GA 30096	1111 Commerce Dr Madison, GA 30650	1730 Sands Place Marietta, GA 30067	54100 Pine Street Flowery Branch, GA 30542	1410 Sunbelt Way Auburn, GA 30011	1600 Kenview Dr Marietta, GA 30060	1014 Kenmill Dr, N.W. Marietta, GA 30060	

BASE BID																							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Variable Depth Milling of Asphaltic Concrete Pavement	43,000	CY	\$ 1.90	\$ 81,700.00	\$ 2.20	\$ 94,600.00	\$ 2.11	\$ 90,730.00	\$ 2.70	\$ 116,100.00	\$ 3.00	\$ 129,000.00	\$ 2.63	\$ 113,090.00	\$ 2.25	\$ 96,750.00	\$ 2.30	\$ 98,900.00	\$ 4.49	\$ 193,070.00	\$ 4.15	\$ 178,450.00
2	Asphalt Leveling Course	20	TN	\$ 250.00	\$ 5,000.00	\$ 117.88	\$ 2,357.60	\$ 233.76	\$ 4,675.20	\$ 160.41	\$ 3,208.20	\$ 150.00	\$ 3,000.00	\$ 127.90	\$ 2,558.00	\$ 164.81	\$ 3,296.20	\$ 344.19	\$ 6,883.80	\$ 666.72	\$ 13,334.40	\$ 316.50	\$ 6,330.00
3	9.5mm "Type II" Asphalt Overlay/Surface Course	3,300	TN	\$ 114.50	\$ 377,850.00	\$ 117.68	\$ 388,344.00	\$ 120.29	\$ 396,957.00	\$ 127.06	\$ 419,298.00	\$ 130.00	\$ 429,000.00	\$ 115.19	\$ 380,127.00	\$ 125.00	\$ 412,500.00	\$ 128.19	\$ 423,027.00	\$ 130.26	\$ 429,858.00	\$ 160.50	\$ 529,650.00
4	12.5mm Asphalt Overlay/Surface Course	900	TN	\$ 123.00	\$ 110,700.00	\$ 119.18	\$ 107,262.00	\$ 133.55	\$ 120,195.00	\$ 130.35	\$ 117,315.00	\$ 129.00	\$ 116,100.00	\$ 118.93	\$ 107,037.00	\$ 128.00	\$ 115,200.00	\$ 129.67	\$ 116,703.00	\$ 124.35	\$ 111,915.00	\$ 186.50	\$ 167,850.00
5	19mm Asphalt Binder Course	32	TN	\$ 200.00	\$ 6,400.00	\$ 150.00	\$ 4,800.00	\$ 263.22	\$ 8,423.04	\$ 154.50	\$ 4,944.00	\$ 128.00	\$ 4,096.00	\$ 148.21	\$ 4,742.72	\$ 160.00	\$ 5,120.00	\$ 248.82	\$ 7,962.24	\$ 479.65	\$ 15,348.80	\$ 213.00	\$ 6,816.00
6	Open Graded Interlayer (OGI) Asphalt	180	TN	\$ 150.00	\$ 27,000.00	\$ 147.00	\$ 26,460.00	\$ 179.29	\$ 32,272.20	\$ 182.42	\$ 32,835.60	\$ 140.00	\$ 25,200.00	\$ 150.07	\$ 27,012.60	\$ 165.00	\$ 29,700.00	\$ 211.16	\$ 38,008.80	\$ 198.66	\$ 35,758.80	\$ 423.00	\$ 76,140.00
7	Sawcut, Remove, & Replace Ex. Pavement Patch (incl. Tensar NX-750 Geogrid & 6" GAB)	120	SY	\$ 35.00	\$ 4,200.00	\$ 73.00	\$ 8,760.00	\$ 50.58	\$ 6,069.60	\$ 43.52	\$ 5,222.40	\$ 105.00	\$ 12,600.00	\$ 120.90	\$ 14,508.00	\$ 120.00	\$ 14,400.00	\$ 43.64	\$ 5,236.80	\$ 291.51	\$ 34,981.20	\$ 225.00	\$ 27,000.00
8	Scrape Ex. GAB/Stone Base Material	760	SY	\$ 9.35	\$ 7,106.00	\$ 9.30	\$ 7,068.00	\$ 8.13	\$ 6,178.80	\$ 7.62	\$ 5,791.20	\$ 8.00	\$ 6,080.00	\$ 20.07	\$ 15,253.20	\$ 5.00	\$ 3,800.00	\$ 26.93	\$ 20,466.80	\$ 21.77	\$ 16,545.20	\$ 6.40	\$ 4,864.00
9	Graded Aggregate Base (GAB) Course	40	CY	\$ 125.00	\$ 5,000.00	\$ 50.00	\$ 2,000.00	\$ 102.59	\$ 4,103.60	\$ 127.02	\$ 5,080.80	\$ 150.00	\$ 6,000.00	\$ 147.59	\$ 5,903.60	\$ 90.00	\$ 3,600.00	\$ 59.48	\$ 2,379.20	\$ 449.77	\$ 17,990.80	\$ 203.50	\$ 8,140.00
10	Adjust Existing Valve Box to Final Grade	5	EA	\$ 385.00	\$ 1,925.00	\$ 100.00	\$ 500.00	\$ 183.88	\$ 919.40	\$ 190.00	\$ 950.00	\$ 1,000.00	\$ 5,000.00	\$ 255.00	\$ 1,275.00	\$ 850.00	\$ 4,250.00	\$ 1,500.00	\$ 7,500.00	\$ 107.00	\$ 535.00	\$ 1,356.00	\$ 6,780.00
11	Adjust Existing Manhole/Structure Top to Final Grade	10	EA	\$ 330.00	\$ 3,300.00	\$ 250.00	\$ 2,500.00	\$ 807.88	\$ 8,078.80	\$ 190.00	\$ 1,900.00	\$ 1,200.00	\$ 12,000.00	\$ 994.50	\$ 9,945.00	\$ 1,250.00	\$ 12,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,984.19	\$ 19,841.90	\$ 2,549.00	\$ 25,490.00
12	Solid Traffic Stripe, Yellow/White High-Build Paint	18,700	LF	\$ 0.40	\$ 7,480.00	\$ 0.50	\$ 9,350.00	\$ 0.39	\$ 7,293.00	\$ 0.89	\$ 16,643.00	\$ 0.50	\$ 9,350.00	\$ 0.93	\$ 17,391.00	\$ 0.35	\$ 6,545.00	\$ 1.16	\$ 21,692.00	\$ 0.90	\$ 16,830.00	\$ 0.35	\$ 6,545.00
13	Dashed Traffic Stripe, Yellow/White High-Build Paint	300	LF	\$ 0.30	\$ 90.00	\$ 0.45	\$ 135.00	\$ 0.28	\$ 84.00	\$ 0.78	\$ 234.00	\$ 0.50	\$ 150.00	\$ 0.51	\$ 153.00	\$ 0.25	\$ 75.00	\$ 0.64	\$ 192.00	\$ 0.50	\$ 150.00	\$ 0.25	\$ 75.00
14	Stop Bar, 24" - White High-Build Paint	250	LF	\$ 3.15	\$ 787.50	\$ 10.00	\$ 2,500.00	\$ 3.30	\$ 825.00	\$ 17.31	\$ 4,327.50	\$ 1.00	\$ 250.00	\$ 2.58	\$ 645.00	\$ 3.00	\$ 750.00	\$ 3.21	\$ 802.50	\$ 2.50	\$ 625.00	\$ 3.00	\$ 750.00
15	Median Hatching - Yellow/White High-Build Paint	1,100	SY	\$ 3.15	\$ 3,465.00	\$ 6.00	\$ 6,600.00	\$ 3.30	\$ 3,630.00	\$ 10.71	\$ 11,781.00	\$ 3.00	\$ 3,300.00	\$ 2.58	\$ 2,838.00	\$ 3.00	\$ 3,300.00	\$ 3.21	\$ 3,531.00	\$ 2.50	\$ 2,750.00	\$ 3.00	\$ 3,300.00
16	ADA Accessible Markings	2	EA	\$ 78.75	\$ 157.50	\$ 450.00	\$ 900.00	\$ 82.50	\$ 165.00	\$ 778.91	\$ 1,557.82	\$ 150.00	\$ 300.00	\$ 255.00	\$ 510.00	\$ 75.00	\$ 150.00	\$ 321.06	\$ 642.12	\$ 250.00	\$ 500.00	\$ 75.00	\$ 150.00
17	Pavement Marking Arrow - White High-Build Paint	15	EA	\$ 57.75	\$ 866.25	\$ 100.00	\$ 1,500.00	\$ 60.50	\$ 907.50	\$ 173.09	\$ 2,596.35	\$ 35.00	\$ 525.00	\$ 51.50	\$ 772.50	\$ 55.00	\$ 825.00	\$ 64.21	\$ 963.15	\$ 50.00	\$ 750.00	\$ 55.00	\$ 825.00
18	Railroad Crossing Marking - White High-Build Paint	1	EA	\$ 262.50	\$ 262.50	\$ 950.00	\$ 950.00	\$ 2,035.00	\$ 2,035.00	\$ 1,644.36	\$ 1,644.36	\$ 150.00	\$ 150.00	\$ 257.50	\$ 257.50	\$ 250.00	\$ 250.00	\$ 321.05	\$ 321.05	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
19	Raised Pavement Marker (RPM) Replacement	1	LS	\$ 1,950.00	\$ 1,950.00	\$ 2,000.00	\$ 2,000.00	\$ 275.00	\$ 275.00	\$ 2,812.73	\$ 2,812.73	\$ 750.00	\$ 750.00	\$ 4,590.00	\$ 4,590.00	\$ 1,850.00	\$ 1,850.00	\$ 5,779.00	\$ 5,779.00	\$ 4,500.00	\$ 4,500.00	\$ 1,850.00	\$ 1,850.00
20	Remove & Replace Lane Delineators	1	LS	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 910.00	\$ 910.00	\$ 1,225.00	\$ 1,225.00	\$ 875.00	\$ 875.00	\$ 505.00	\$ 505.00	\$ 1,000.00	\$ 1,000.00	\$ 642.11	\$ 642.11	\$ 735.20	\$ 735.20	\$ 2,612.00	\$ 2,612.00
21	Traffic Control	1	LS	\$ 31,660.25	\$ 31,660.25	\$ 75,250.00	\$ 75,250.00	\$ 59,662.90	\$ 59,662.90	\$ 20,500.00	\$ 20,500.00	\$ 68,000.00	\$ 68,000.00	\$ 135,052.14	\$ 135,052.14	\$ 145,598.30	\$ 145,598.30	\$ 113,467.10	\$ 113,467.10	\$ 151,018.26	\$ 151,018.26	\$ 173,776.60	\$ 173,776.60
22	Supplemental Work Allowance (SWA)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
SECTION 000 Subtotal:				\$ 777,000.00		\$ 845,836.60		\$ 854,390.04		\$ 875,966.96		\$ 931,726.00		\$ 944,166.26		\$ 961,459.50		\$ 990,099.67		\$ 1,167,287.56		\$ 1,327,643.60	

TOTAL BASE BID AMOUNT	\$ 777,000.00	\$ 845,836.60	\$ 854,390.04	\$ 875,966.96	\$ 931,726.00	\$ 944,166.26	\$ 961,459.50	\$ 990,099.67	\$ 1,167,287.56	\$ 1,327,643.60
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Due to a mathematical error, Vertical Earth's Total Base Bid changed from \$754,390.04 to \$854,390.04
 Due to a mathematical error, Blount Construction Co's Total Base Bid changed from \$944,156.06 to \$944,166.26

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on May 14th, 2026.



Andrew Swicegood, Project Manager

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2026 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated May 14, 2026, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Seven Hundred Seventy-Seven Thousand Dollars (\$777,000.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

City of Flowery Branch
OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
Allied Paving Contractors, Inc this ____ day of _____,
20__.
(Contractor)

By: _____

Title: _____



City of Flowery Branch
City Council Meeting
Thursday, May 21, 2026, 6:00 PM
5410 Pine Street
Flowery Branch, GA 30542



Call Work Session to Order:

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

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Matthew Hamby, Public Works Director Bill Whidden, Fun Director Renee Carden, Planning & Community Development Director Chris McCrary, Police Chief Chris Hulsey, and City Attorney Ted Baggett.

Pledge of Allegiance:

Mayor McClellan led the Pledge of Allegiance.

Adoption of Agenda:

There was a motion made to adopt the agenda.

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

Awards & Recognitions: There were no awards or recognitions.

Public Hearing:

- a. Public Hearing and First Read to Consider Ordinance 784 for Rezoning of 4651 and 4665 Hog Mountain Road

City Clerk Cooper read the caption for Ordinance 784.

Director McCrary presented Ordinance 784 to rezone 4651 and 4665 Hog Mountain Road from Hall County AR-1 (Agricultural – Residential) and R-1 (Residential) to City of Flowery Branch SF-TH (Single-Family Townhome) for the construction of a 75-lot single-family detached residential subdivision. The single entrance proposed off Hog Mtn. Rd. must include both a right-turn and left-turn lane. The exit shall include a right-out only dedicated lane with a 6” raised curb median to prohibit left-turn exits. These turn lanes will

help alleviate congestion during peak demand periods and maintain the flow of through traffic. The sidewalk along Hog Mountain Rd. is to be extended south-west to terminate at the pedestrian crossing adjacent to Porter Rd. Developer to extend the 5' sidewalk to the pedestrian crossing. The ADA ramp may need to be rebuilt as part of the improvements. In consideration of Ordinance 784 – Rezoning from Hall County AR-1 & R-1 to City of Flowery Branch SF-TH for 4651 & 4665 Hog Mountain Rd., staff recommends approval of the rezoning request with conditions.

City Attorney Baggett provided insights into the procedures for this consideration.

Council held a discussion with Director McCrary.

In Favor:

Jake French, High Point Development, 1776 Peachtree Street, Atlanta, Georgia 30309

There being no opposition, Mayor McClellan closed the public hearing at 6:32 p.m.

- b. Public Hearing and First Read to Consider Ordinance 786 to Add a Definition for Mixed-Use Residential Over Business and add Mixed-Use Residential Over Building to Table 9.1

City Clerk Cooper read the caption for Ordinance 786.

Director McCrary presented Ordinance 786 to add a definition for mixed-use residential over business and mixed-use residential over building to Table 9.1. Ordinance 786 establishes a proposed Mixed-Use Residential Over Business (MU-ROB) development definition for properties within the Central Business District (CBD), focused on the Old Town Character Area. The intent is to support a walkable, economically active downtown by requiring ground-floor commercial activity while allowing and regulating residential units above, with project-specific Council review and approval through a Conditional Use Permit (CUP) and an approved Master Development Plan (MDP). This amendment proposes the addition of a definition to Article 2—Definitions & Interpretations and an addition of a conditional use to Table 9.1—Permitted & Conditional Uses in Article 9—Non-Residential Zoning Districts. It does not establish an overlay district nor a zoning category. As it currently stands, the City's code allows for multi-family dwellings (conditional) as well as various restaurants and retail uses (use by right) within the CBD zoning district. However, there is not a specific mixed-use residential over retail use listed in Table 9.2, weakening the City's ability to fully regulate and control development proposals of a vertical mixed-use nature in the CBD. Furthermore, without the addition of a detailed definition of mixed-use that specifically controls for residential over retail/business, the City's use definitions section of Article 2 will continue to be open to weaknesses of interpretation. Staff recommends advancing Ordinance 786 to a Second Read.

Council held a discussion with Director McCrary.

There being none for or against Ordinance 786, Mayor McClellan closed the public hearing at 6:52 p.m.

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

New Business - Work Session:

- a. Consider Resolution 26-010 Adopting the City of Flowery Branch Comprehensive Plan

Planner Nash presented Resolution 26-010 to adopt the City of Flowery Branch Comprehensive Plan. The 2026 Comprehensive Plan Update for the City of Flowery Branch was prepared in collaboration with City staff, the Georgia Mountain Regional Commission (GMRC), a dedicated stakeholder committee, and exceptional public feedback and engagement. The draft has been reviewed by the Department of Community Affairs (DCA) and was returned to the City for adoption with no revisions or changes required. Adoption of the DCA approved draft is necessary for the City to maintain Qualified Local Government status and grant eligibility. Staff met with Joe Rothwell from Georgia Mountains Regional Commission, a state-designated planning and development agency, in March 2025 and determined that staff had the necessary professional qualifications and experience to keep the process in-house. A Stakeholder Committee was established comprised of staff members, elected officials, residents, and business owners and met 5 times to help guide the survey production, community engagement efforts, and updates to the Needs & Opportunities sections and related action items. Engagement efforts, which included 2 public workshops beyond the DCA required public meetings as well as an informational insert added to all utility bills in January, resulted in an over 100% increase in survey participation, from 472 respondents in 2021 to 950 respondents in 2025/2026. Several options for the Vision Statement and Tagline for the City, which make up the backbone of the plan, were included in the survey and selected by direct public vote. Flowery Branch not only checked all the required boxes—we delivered a fully complete and review-ready plan to DCA. The 2026 draft update tells a consistent story—from vision to action. DCA determined that the 2026 draft update is not simply a vision document but a practical and actionable tool for decision-making. The 2026 draft update presents a connected and implementable work program which not only details what is desired but maps out how to get there. The 2026 draft update presents a clear, consistent, and usable land use map with strong alignment with character areas and overall narrative. The 2026 draft update submitted was sufficiently polished and professionally prepared to be accepted by DCA with no revisions or corrections required. Achieving a draft submittal with no comments from DCA is a notable accomplishment. The success of not only the draft itself, but of the entire process as a whole, would not have been possible without the dedication and support of our mayor and elected officials, City staff across all departments and roles, our energetic and detail-orientated stakeholder committee, Joe Rothwell and GMRC, and the citizens of Flowery Branch who took the time to add their voices, perspectives, and personal visions which helped steer the project. A sincere thank you to everyone.

Council held a discussion with Planner Nash.

- b. Alcohol Ordinance Discussion

City Attorney Baggett presented a discussion of potential changes to the Alcoholic Beverage Ordinance. There was a discussion in April 2026 and council wanted more information on three items in regard to limits on the number of package stores licensed to sell distilled spirits for off-premise consumption, wholesaler or distributor licenses, and allowing recreational or entertainment facilities to be permitted for sale for consumption by the drink on premises. City alcoholic beverage code does not issue licenses to those engaged in alcoholic beverage wholesaling. The City's zoning ordinance does allow wholesale operations in M1 and M2 by right and in CBD and HB with the granting of a Conditional Use Permit by City Council. An alcoholic beverage wholesale operation must have a local license to operate in the City.

Council expressed support, but a question was asked in reference to what other cities the size of Flowery Branch did regarding these types of businesses. Among the cities reviewed, local distributor licenses for wine were typically \$500 each for wine and beer. For distilled spirits, the license fees ranged from \$1,000 to \$4,000, with most coming in at \$1,000. Fees for state licenses (which a distributor must obtain in addition to the local license) are: \$500 each for wine and beer and \$1,000 for distilled spirits. License fees should probably match those imposed by the state and other local governments. \$500 each for wine and beer, and \$1,000 for distilled spirits.

The inquiry came from a recreational facility that was curious/interested in being licensed to sell for consumption on premises. Feedback from City Council suggested openness but requiring some minimum level of gross receipts from the sale of prepared food. The city's current ordinance requires restaurants to have 40% minimum gross sales of food. The only current exceptions to the minimum food sales rule are for the microbreweries, licensed micro-distilleries, licensed farm winery tasting rooms, or hotels. The city has amenity licenses, but these cap gross sales of alcohol to 10% and limit the amount sold per patron to either 12 ounces of wine or beer per day. The details that may not have been clear may guide your decision: The recreational facility that inquired about sales for consumption on premises does not have an onsite kitchen facility and thus cannot sell food. Provided that they can meet the existing amenity license rules, they would already be eligible to be licensed—they'd simply have to live under those rules.

Council held a discussion with Attorney Baggett.

Department Reports:

c. Department of Fun Report

Director Carden noted upcoming events in the city.

f. Planning Department Report

Director McCrary reported that he and his staff submitted the DCA Plan First Designation Application to the Department of Community Affairs for approval. He is awaiting the approval and is proud to say his staff did a great job on the application.

g. Police Department Report

Police Chief Hulsey reported that Lieutenant Rick Whaley was awarded the John W. Jacobs Sr. Memorial Award for Excellence in Law Enforcement from the Gainesville Kiwanis Club. He also reported Officer Cody Inman was named the Hall County Optimist Club Officer of the Year. Congratulations to Lieutenant Whaley and Officer Inman.

Adjournment Work Session:

Mayor McClellan adjourned the work session at 7:22 p.m.

Voting Session Agenda

Call Voting Session to Order:

Mayor McClellan called the voting session to order at 7:22 p.m.

Public Comments:

Please limit to two minutes

Mary Willis, 6219 Springlake Drive, Flowery Branch, Georgia 30542.

Mrs. Willis stated she is in support of the comprehensive plan. However, she would like to see the 2014 Redevelopment Plan updated, including revisiting the Phase II designs.

Consent Agenda:

- a. Consider Wine & Beer License for Rarora Business LLC DBA: McEver Food Mart
- b. Consider Mayor McClellan April 2026 Per Diem
- c. Consider Council Member Mezzanotte April 2026 Per Diem
- d. Consider May 4, 2026 Special Called City Council Meeting Minutes
- e. Consider May 6, 2026 Special Called City Council Meeting Minutes

Council Member Vanderbilt stated that he would abstain from voting on May 7, 2026 City Council Meeting Minutes because he was absent from the May 7, 2026 City Council Meeting. He also had questions about the wine and beer license. Council held a discussion with City Manager Parrish, City Attorney Baggett, and Police Chief Hulsey.

There was a motion made to approve items a, b, c, d, and e on the Consent Agenda.

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

f. Consider May 7, 2026 City Council Meeting Minutes

There was a motion made to approve item f on the Consent Agenda. Council Member Vanderbilt abstained from voting for item f.

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

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

New Business - Voting Session:

- a. First Read to Consider Ordinance 784 for Rezoning of 4651 and 4665 Hog Mountain Road

City Clerk Cooper read the caption for Ordinance 784.

There was a motion made to advance Ordinance 784.

Motion: Chris Mundy
Second: Pete Lena
Ayes: Chris Mundy, William McDaniel, Pete Lena
Nays: Joseph Mezzanotte, Charles Vanderbilt
Result: passed

- b. First Read to Consider Ordinance 786 to Add a Definition for Mixed-Use Residential Over Business and add Mixed-Use Residential Over Building to Table 9.1

City Clerk Cooper read the caption for Ordinance 786.

There was a motion made to deny Ordinance 786.

Motion: Joseph Mezzanotte
Second: Charles Vanderbilt
Ayes: Joseph Mezzanotte, Charles Vanderbilt
Nays: Chris Mundy, William McDaniel, Pete Lena
Result: failed

There was a motion made to advance Ordinance 786 to the next council meeting.

Motion: Chris Mundy
Second: Pete Lena
Ayes: Chris Mundy, William McDaniel, Pete Lean
Nays: Joseph Mezzanotte, Charles Vanderbilt
Result: passed

c. Consider Resolution 26-010 Adopting the City of Flowery Branch Comprehensive Plan

City Clerk Cooper read the caption for Resolution 26-010.

There was a motion made to approve Resolution 26-010.

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

Executive Session:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 7:32 p.m.

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

There was a motion made to exit the executive session at 7:59 p.m.

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

Adjournment:

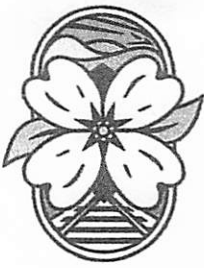
There was a motion made to adjourn the meeting at 7:59 p.m.

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

Oliver McClellan
Mayor

Date

Shelia Cooper
City Clerk



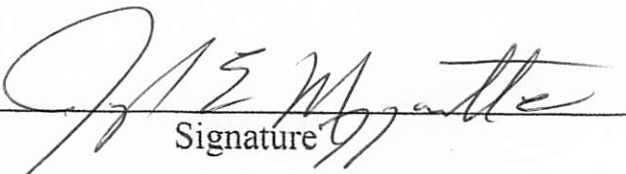
**City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay**

Name: Joseph Mezzanotte Month/Year: May/2026

	Meeting Date	Description of Meeting
1.	5/5	Small Business Round table
2.	5/6	G.H.C.C. - Health System Update
3.	5/13	State Transportation Update
4.	5/19	South Hall Business Coalition - MiMaKi
5.	5/20	Hall County Issues - Lake Lanier - Dredging
6.	5/23	Ribbon Cutting - Rusted Daisy Salon
7.	5/28	G.H.C.C. - Board Meeting - Lanier Tech
8.		

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

Total of \$ 700.00


Signature

ORDINANCE NO. 786

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 786, TO ADD A DEFINITION FOR MIXED-USE RESIDENTIAL OVER BUSINESS TO ARTICLE 2. – DEFINITIONS AND INTERPRETATIONS, SECTION 2.1 - USE DEFINITIONS OF APPENDIX C- ZONING ORDINANCE, AND ADD MIXED-USE RESIDENTIAL OVER BUSINESS TO ARTICLE 9 – NONRESIDENTIAL ZONING DISTRICTS, TABLE 9.1, 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.

Add a definition for Mixed-Use Residential Over Business to Article 2 – Definitions and Interpretations, Section 2.1 – Use Definition of Appendix C- Zoning Ordinance and add

Public Hearing Published 04/29/2026
Public Hearing 05/21/2026

First Reading 05/21/2026
Second Reading 06/04/2026

Mixed-Use Residential Over Building to Article 9 – Nonresidential Zoning Districts, Table 9.1 of Appendix C – Zoning Ordinance as a use permitted in the CBD district only upon the granting of a Conditional Use Permit, to read as is shown on attached Exhibit “A”.

SECTION 2. SEVERABILITY.

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

SECTION 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 2. DEFINITIONS AND INTERPRETATIONS

Sec. 2.1. Use Definitions.

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.

Mixed-Use Residential Over Business (MU-ROB): A development type or land use in which commercial retail uses are located on the ground floor of a building and residential dwelling units are located on one or more upper floors, integrated within the same structure.

A. Purpose and Intent

The Mixed-Use Residential Over Business (MU-ROB) is established to allow and regulate vertically integrated mixed-use development within the Old Town Character Area while preserving the intent of the CBD zoning district.

The MU-ROB is intended to:

1. Activate CBD streets through ground-floor commercial uses;
2. Encourage residential development above business uses;
3. Support a compact, walkable downtown environment;
4. Provide housing opportunities in close proximity to employment, services, and civic spaces;
5. Ensure coordinated, high-quality urban design through master planning; and
6. Mitigate potential land use conflicts through tailored development and design standards.

B. Applicability

1. MU-ROB developments shall be permitted only on properties located within the Central Business District zoning classification and only upon approval of a Conditional Use Permit by the City Council.
2. MU-ROB developments shall require approval of a Master Development Plan (MDP).
3. Where the standards of the MU-ROB use shall be in harmony with the CBD district, design standards of site development, landscape, architecture and open space.

C. Permitted Uses

1. Ground-Floor Uses: MU-ROB Uses, are permitted on the ground floor by right, provided they are oriented to a public street, plaza, or pedestrian way:

- a) Retail stores and shops;
 - b) Restaurants, cafés, and food service establishments (excluding drive-throughs);
 - c) Professional and administrative offices;
 - d) Financial institutions without drive-through facilities;
 - e) Galleries, studios, and artisan uses with on-site retail;
 - f) Civic, cultural, and community facilities.
 - g) Ground-floor residential dwelling units are prohibited along primary CBD street frontages unless specifically approved as part of the Master Development Plan.
2. Floors Above Business Uses (Overlay Allowance): The following uses are permitted above the business uses:
- a) Multifamily residential dwelling units;
 - b) Live-work units;
 - c) Residential amenity spaces accessory to dwelling units.
3. Conditional Uses: The following uses may be approved as part of the Conditional Use Permit for the MU-ROB:
- a) Hotels or boutique lodging;
 - b) Entertainment and assembly uses;
 - c) Structured parking as a principal use on ground-floor or upper-floor;
 - d) Childcare centers;
- D. Prohibited Uses: In addition to uses prohibited in the CBD district, the following uses are in an MU-ROB development:
1. Standalone single-use residential buildings;
 2. Auto-oriented uses and vehicle-dependent services;
 3. Outdoor storage as a principal use;
 4. Heavy industrial or warehousing uses.
 5. Tattoo, Micro-blading and Piercing Shops.
 6. Massage Parler.
- E. Master Development Plan (MDP)
- MU-ROB developments within the CBD shall require approval of a Master Development Plan demonstrating coordinated development of the site.
- The MDP shall include:
1. Site and Building Layout
 - a) Building footprints, heights, and massing;
 - b) Relationship of buildings to streets and public spaces.
 2. Land Use Mix
 - a) Location and square footage of ground-floor nonresidential uses;
 - b) Number and type of residential units.
 3. Circulation
 - a) Pedestrian, bicycle, and vehicular circulation;
 - b) Connectivity to surrounding blocks and streets.
 4. Parking Strategy
 - a) On-street, shared, and structured parking;
 - b) Parking reductions or shared parking calculations, if applicable.

5. Open Space and Public Realm
 - a) Plazas, courtyards, rooftop spaces, or pedestrian passages;
 - b) Streetscape improvements consistent with CBD standards.
6. Phasing
 - a) Development phases, if applicable.
- F. Development Standards
 1. Building Height
 - a) Minimum height: Two (2) stories.
 - b) Maximum height: As allowed in the Table 9.2 district or as modified through the approved Master Development Plan.
 2. Residential Density
 - a) Residential density shall not be subject to maximum dwelling unit limits, provided that:
 - i. All residential units are located above ground-floor nonresidential uses (or as modified through the approved Master Development Plan); and
 - ii. Adequate infrastructure and services are demonstrated.
 3. Building Placement
 - a) Buildings shall be located at or near the front property line to frame public streets.
 - b) Ground-floor façades shall maintain a continuous street wall along primary Old Town Character Area streets.
 4. Ground-Floor Design Standards
 - a) Ground-floor commercial space shall have a minimum floor-to-ceiling height suitable for retail or restaurant use.
 - b) A minimum percentage of transparent glazing shall be required along street-facing façades.
 - c) Primary entrances shall face public streets or plazas.
 5. Residential Compatibility
 - a) Residential entries shall be clearly defined and secured.
 - b) Noise, lighting, loading, and refuse areas shall be designed to minimize impacts on residential units.
 - c) Separate access for residential and nonresidential uses is encouraged but not required.
- G. Parking and Loading
 1. Parking reductions may be approved due to shared parking, proximity to transit, or on-street parking availability.
 2. Shared parking between residential and commercial uses is encouraged.
 3. Loading areas shall be located to minimize conflicts with pedestrians and public spaces.
- H. Administration and Approval
 1. Approval of the MU-ROB shall require:
 - a) Mayor and City Council approval; and
 - b) Approval of the Master Development Plan.
 2. Minor modifications to an approved MDP may be approved administratively.
 - a) A minor modification to an approved Master Development Plan (MDP) is a change that does not materially alter the approved development concept or increase overall

impacts, and remains consistent with the intent, conditions, and key parameters of the approved MDP.

- i. Modest shifts in building siting/footprints that still meet required setbacks and do not change the overall site organization
- ii. Minor façade/material/design refinements consistent with the approved architectural approach
- iii. Adjustments to internal circulation/drive aisles, sidewalk alignments, or landscaping that maintain connectivity and required standards
- iv. Minor parking layout changes that do not reduce required parking (or do so only where already allowed)
- v. Utility/stormwater plan refinements that do not change the approved approach or worsen off-site impacts
- vi. Phasing or construction sequencing adjustments that don't change final buildout or required public improvements.

3. Major modifications shall require Planning and Community Development review and City Council approval.

- a) A major modification is any change that materially alters the approved MDP, including changes that affect the approved land use mix, intensity, external impacts, required public improvements, or conditions of approval, or that otherwise represents a substantial deviation from what City Council approved.
 - i. Change in use mix (e.g., adding/removing a conditional use component, shifting commercial/residential in a meaningful way)
 - ii. Increase in development intensity (e.g., more dwelling units, more nonresidential floor area, taller buildings, greater massing) beyond what the MDP approved
 - iii. Changes that reduce required open space/public realm commitments or substantially redesign them
 - iv. Material changes to access points, circulation concept, or connectivity to surrounding streets/blocks
 - v. Parking strategy changes that increase impacts (e.g., meaningful reduction in parking without an approved basis, major relocation of structured parking affecting streetscape).

ARTICLE 9. NONRESIDENTIAL ZONING DISTRICTS

Table 9.1. Permitted and Conditional Uses in Nonresidential Zoning Districts

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Mixed-Use residential over business	X	X	X	X	C	X	X

Executive Summary (For City Council)

Mayor and City Council, this document establishes a proposed Mixed-Use Residential Over Business (MU-ROB) development framework for properties within the Central Business District (CBD), focused on the Old Town Character Area. The intent is to support a walkable, economically active downtown by requiring ground-floor commercial activity while allowing residential units above, with project-specific review through a Conditional Use Permit and an approved Master Development Plan (MDP).

What This Policy Enables

- **Active, pedestrian-oriented streets:** Ground-floor commercial uses oriented to streets, plazas, or pedestrian ways.
- **More housing where services already exist:** Multifamily and live-work units permitted above business uses, supporting a compact downtown pattern.
- **Coordinated site planning and urban design:** Requires an MDP that addresses layout, circulation, parking approach, open space/public realm, and (if applicable) phasing.
- **Clear guardrails to reduce conflicts:** Standards address building placement, ground-floor design, residential compatibility, and parking/loading to manage impacts.

City Council Role and Required Actions

- **Conditional Use Permit (CUP) approval is required** for MU-ROB on CBD-zoned properties.
- **Master Development Plan (MDP) approval is required** to document the coordinated development concept (building placement/massing, land use mix, circulation, parking strategy, open space/public realm, and phasing as applicable).
- **Minor MDP modifications** may be approved administratively when they do not materially alter the approved concept or increase impacts (e.g., modest footprint shifts, minor facade refinements, circulation/landscaping adjustments, minor parking layout changes, utility refinements, or sequencing adjustments that do not change final buildout).
- **Major MDP modifications** require Planning and Community Development review and **City Council approval** when changes materially alter land use mix, intensity, external impacts, public improvements/commitments, access/connectivity, or conditions of approval.

High-Level Use Summary

- **Ground floor (by right, when oriented to a public street/plaza/pedestrian way):** Retail, restaurants/cafes (no drive-throughs), offices, financial institutions (no drive-throughs), galleries/studios with on-site retail, and civic/cultural/community facilities.

- **Above the ground-floor business uses:** Multifamily dwelling units, live-work units, and residential amenity spaces.
- **Potential conditional uses (via CUP):** Hotels/boutique lodging, entertainment/assembly uses, structured parking as a principal use, and childcare centers.
- **Key prohibitions (in addition to CBD prohibitions):** Standalone single-use residential buildings; auto-oriented/vehicle-dependent services; outdoor storage as a principal use; heavy industrial/warehousing; tattoo/micro-blading/piercing shops; and massage parlors.

This framework is designed to retain the intent of the CBD district while providing a predictable, enforceable pathway for vertically mixed-use projects that strengthen downtown vitality. By pairing clear use permissions with an MDP-based review and defined thresholds for administrative vs. Council-level changes, the City can encourage investment while maintaining public realm quality, compatibility, and accountability for impacts.

Architectural design and style are governed by **Article 40**, which is already codified. For any development in the CBD, staff must present the required architectural review and accompanying staff report the City Council for approval.

The code draft is written below:

Mixed-Use Residential Over Business (MU-ROB): A development type or land use in which commercial retail uses are located on the ground floor of a building and residential dwelling units are located on one or more upper floors, integrated within the same structure.

A. Purpose and Intent

The Mixed-Use Residential Over Business (MU-ROB) is established to allow and regulate vertically integrated mixed-use development within the Old Town Character Area while preserving the intent of the CBD zoning district.

The MU-ROB is intended to:

1. Activate CBD streets through ground-floor commercial uses;
2. Encourage residential development above business uses;
3. Support a compact, walkable downtown environment;
4. Provide housing opportunities in close proximity to employment, services, and civic spaces;
5. Ensure coordinated, high-quality urban design through master planning; and
6. Mitigate potential land use conflicts through tailored development and design standards.

B. Applicability

1. MU-ROB developments shall be permitted only on properties located within the Central Business District zoning classification and only upon approval of a Conditional Use Permit by the City Council.
2. MU-ROB developments shall require approval of a Master Development Plan (MDP).
3. Where the standards of the MU-ROB use shall be in harmony with the CBD district, design standards of site development, landscape, architecture and open space.

C. Permitted Uses

1. Ground-Floor Uses: MU-ROB Uses, are permitted on the ground floor by right, provided they are oriented to a public street, plaza, or pedestrian way:

-
- a) Retail stores and shops;
 - b) Restaurants, cafés, and food service establishments (excluding drive-throughs);
 - c) Professional and administrative offices;
 - d) Financial institutions without drive-through facilities;
 - e) Galleries, studios, and artisan uses with on-site retail;
 - f) Civic, cultural, and community facilities.
 - g) Ground-floor residential dwelling units are prohibited along primary CBD street frontages unless specifically approved as part of the Master Development Plan.
2. Floors Above Business Uses (Overlay Allowance): The following uses are permitted above the business uses:
 - a) Multifamily residential dwelling units;
 - b) Live-work units;
 - c) Residential amenity spaces accessory to dwelling units.
3. Conditional Uses: The following uses may be approved as part of the Conditional Use Permit for the MU-ROB:
 - a) Hotels or boutique lodging;
 - b) Entertainment and assembly uses;
 - c) Structured parking as a principal use on ground-floor or upper-floor;
 - d) Childcare centers;
- D. Prohibited Uses: In addition to uses prohibited in the CBD district, the following uses are in an MU-ROB development:
 1. Standalone single-use residential buildings;
 2. Auto-oriented uses and vehicle-dependent services;
 3. Outdoor storage as a principal use;
 4. Heavy industrial or warehousing uses.
 5. Tattoo, Micro-blading and Piercing Shops.
 6. Massage Parler.
- E. Master Development Plan (MDP)

MU-ROB developments within the CBD shall require approval of a Master Development Plan demonstrating coordinated development of the site.

The MDP shall include:

 1. Site and Building Layout
 - a) Building footprints, heights, and massing;
 - b) Relationship of buildings to streets and public spaces.
 2. Land Use Mix
 - a) Location and square footage of ground-floor nonresidential uses;
 - b) Number and type of residential units.
 3. Circulation
 - a) Pedestrian, bicycle, and vehicular circulation;
 - b) Connectivity to surrounding blocks and streets.
 4. Parking Strategy
 - a) On-street, shared, and structured parking;

-
- b) Parking reductions or shared parking calculations, if applicable.
5. Open Space and Public Realm
- a) Plazas, courtyards, rooftop spaces, or pedestrian passages;
 - b) Streetscape improvements consistent with CBD standards.
6. Phasing
- a) Development phases, if applicable.
- F. Development Standards
1. Building Height
- a) Minimum height: Two (2) stories.
 - b) Maximum height: As allowed in the Table 9.2 district or as modified through the approved Master Development Plan.
2. Residential Density
- a) Residential density shall not be subject to maximum dwelling unit limits, provided that:
 - i. All residential units are located above ground-floor nonresidential uses (or as modified through the approved Master Development Plan); and
 - ii. Adequate infrastructure and services are demonstrated.
3. Building Placement
- a) Buildings shall be located at or near the front property line to frame public streets.
 - b) Ground-floor façades shall maintain a continuous street wall along primary Old Town Character Area streets.
4. Ground-Floor Design Standards
- a) Ground-floor commercial space shall have a minimum floor-to-ceiling height suitable for retail or restaurant use.
 - b) A minimum percentage of transparent glazing shall be required along street-facing façades.
 - c) Primary entrances shall face public streets or plazas.
5. Residential Compatibility
- a) Residential entries shall be clearly defined and secured.
 - b) Noise, lighting, loading, and refuse areas shall be designed to minimize impacts on residential units.
 - c) Separate access for residential and nonresidential uses is encouraged but not required.
- G. Parking and Loading
- 1. Parking reductions may be approved due to shared parking, proximity to transit, or on-street parking availability.
 - 2. Shared parking between residential and commercial uses is encouraged.
 - 3. Loading areas shall be located to minimize conflicts with pedestrians and public spaces.
- H. Administration and Approval
1. Approval of the MU-ROB shall require:
- a) Mayor and City Council approval; and
 - b) Approval of the Master Development Plan.
2. Minor modifications to an approved MDP may be approved administratively.
- a) A minor modification to an approved Master Development Plan (MDP) is a change that does not materially alter the approved development concept or increase overall impacts, and remains consistent with the intent, conditions, and key parameters of the approved MDP.

-
- i. Modest shifts in building siting/footprints that still meet required setbacks and do not change the overall site organization
 - ii. Minor façade/material/design refinements consistent with the approved architectural approach
 - iii. Adjustments to internal circulation/drive aisles, sidewalk alignments, or landscaping that maintain connectivity and required standards
 - iv. Minor parking layout changes that do not reduce required parking (or do so only where already allowed)
 - v. Utility/stormwater plan refinements that do not change the approved approach or worsen off-site impacts
 - vi. Phasing or construction sequencing adjustments that don't change final buildout or required public improvements.
3. Major modifications shall require Planning and Community Development review and City Council approval.
- a) A major modification is any change that materially alters the approved MDP, including changes that affect the approved land use mix, intensity, external impacts, required public improvements, or conditions of approval, or that otherwise represents a substantial deviation from what City Council approved.
 - i. Change in use mix (e.g., adding/removing a conditional use component, shifting commercial/residential in a meaningful way)
 - ii. Increase in development intensity (e.g., more dwelling units, more nonresidential floor area, taller buildings, greater massing) beyond what the MDP approved
 - iii. Changes that reduce required open space/public realm commitments or substantially redesign them
 - iv. Material changes to access points, circulation concept, or connectivity to surrounding streets/blocks
 - v. Parking strategy changes that increase impacts (e.g., meaningful reduction in parking without an approved basis, major relocation of structured parking affecting streetscape)
 - vi. Changes that would require amending conditions of approval or re-evaluating adopted findings (compatibility, traffic, utilities, etc.)

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brew pub	X	C	P	P	P	P	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk Storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P

Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11)	C	P	C	C	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	C	P	C	C	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	C	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	X	P	P
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P
Continuing care retirement community	C	P	X	P	C	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	X	C	X	X	X
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	X	C	C
Day care center serving 18 persons or more	X	P	C	P	X	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	X	X	X	X	C	X	X
Dwelling, single-family detached, condominium	X	X	X	X	C	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	X	C	X	X
Dwelling, multi-family	X	X	X	X	C	X	X
Dwelling, two-family (duplex)	X	X	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	X	X	X	X	X	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	X	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	C	P	P
Farm Winery Tasting Rooms	X	X	X	C	P	X	X

Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	C	X	P	P
Gas tank sales	X	X	X	C	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	X	X	X
Growler	X	X	X	P	P	X	X
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	C	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
Kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	X	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	C	X	P	P
Machine shop	X	X	X	P	X	P	P
Manufactured home, "Class A"	X	X	X	X	X	X	X
Manufactured home other than "Class A"	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P

Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro-brewery	X	X	X	X(1)	C	X	X
Micro-distillery	X	X	X	X(1)	C	X	X
Mixed-Use residential over business	X	X	X	X	C	X	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	C	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P :
Package store	X	X	X	P	X	X	X
Parking deck or structures, on-site or off-site	C	C	X	P	C	C	C
Parking lot, off-site	P	P	P	P	C	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	X	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	X	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	X	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	C	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	C	X	C	C
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	C	X	P	P
Service and fuel-filling station	X	X	X	P	X	P	P
Showroom .	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X

Taxi cab and limousine service	X	X	X	X	X	X	X
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	X	P	P
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	X	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P



CITY OF FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Awarding the 2026 Road Resurfacing Improvements Project Contract to the Low Bidder, Allied Paving Contractors, in the Amount of \$777,000.00

DATE: June 4, 2026

COUNCIL ACTION REQUESTED ON: June 4, 2026

BUDGET INFORMATION:

Capital \$777,000.00

PURPOSE: To award a construction contract for a road paving construction project to a responsible, responsive bidder and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents.

HISTORY: The City established the Annual Paving Program during the FY2021 budget process. This program is funded by SPLOST VIII fund, Local Maintenance and Improvement Grant (LMIG) funds and General Fund funds. The total budget, from inception, is \$5,675,608.24 with \$3,665,544.30 spent leaving an available balance of \$2,010,063.94. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage. The City then engaged ESG Engineering to design a road paving/resurfacing improvements project for the selected local streets. After obtaining geotechnical surface and sub-surface data, ESG Engineering specified the resurfacing improvements and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on May 14, 2026. A total of ten (10) responsive bids were received. Allied Paving Contractors, Inc. was the low bidder with a total bid amount of \$777,000.00.

FACTS & ISSUES: ESG Engineering recommends awarding the project to the low bidder, Allied Paving Contractors, Inc., at the low bid price of \$777,000.00. The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Allied Paving Contractors, Inc., ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction. Funding for the paving will come from the Annual Road Paving project approved in the FY2026 Budget. This project has an available

balance of \$2,010,063.94.

OPTIONS: 1) Award the Contract and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents or 2) Do Not Award the Contract and authorize the mayor and city staff to issue the notice of award and execute the necessary contract documents.

RECOMMENDED SAMPLE MOTION: I make a motion to award the 2026 Road Resurfacing Improvements Project contract to the low bidder, Allied Paving Contractors, Inc., in the amount of \$777,000.00 and authorize the Mayor and City staff to issue the notice of award and execute the necessary contract documents.

DEPARTMENT: Administration
PREPARED BY: Shelia Cooper, City Clerk

PROJECT:	BIDDERS:	ALLIED PAVING CONTRACTORS, Inc.	SHEPCO PAVING, Inc.	VERTICAL EARTH, Inc.	GEORGIA PAVING, a Sunland Company	EAST COAST GRADING, Inc.	BLOUNT CONSTRUCTION COMPANY, Inc	SUMMIT CONST & DVLP, LLC	THE SCRUGGS COMPANY d/b/a Sunbelt Asphalt Surfaces, Inc.	C.W. MATTHEWS CONTRACTING CO, Inc.	BALDWIN PAVING CO, Inc.
2026 ROAD RESURFACING IMPROVEMENTS Project#: F0002.030	PO Box 509 Pendergrass, GA 30567	4080 McGinnis Ferry Road, Ste 203 Alphretta, GA 30005	4645 E Ridge Dr Cumplings, GA 30041	3625 Buford HWY Duluth, GA 30096	1111 Commerce Dr Madison, GA 30650	1730 Sands Place Marietta, GA 30067	54100 Pine Street Flowery Branch, GA 30542	1410 Sunbelt Way Auburn, GA 30011	1600 Kenview Dr Marietta, GA 30060	1014 Kenmill Dr, N.W. Marietta, GA 30060	

BASE BID																							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Variable Depth Milling of Asphaltic Concrete Pavement	43,000	CY	\$ 1.90	\$ 81,700.00	\$ 2.20	\$ 94,600.00	\$ 2.11	\$ 90,730.00	\$ 2.70	\$ 116,100.00	\$ 3.00	\$ 129,000.00	\$ 2.63	\$ 113,090.00	\$ 2.25	\$ 96,750.00	\$ 2.30	\$ 98,900.00	\$ 4.49	\$ 193,070.00	\$ 4.15	\$ 178,450.00
2	Asphalt Leveling Course	20	TN	\$ 250.00	\$ 5,000.00	\$ 117.88	\$ 2,357.60	\$ 233.76	\$ 4,675.20	\$ 160.41	\$ 3,208.20	\$ 150.00	\$ 3,000.00	\$ 127.90	\$ 2,558.00	\$ 164.81	\$ 3,296.20	\$ 344.19	\$ 6,883.80	\$ 666.72	\$ 13,334.40	\$ 316.50	\$ 6,330.00
3	9.5mm "Type II" Asphalt Overlay/Surface Course	3,300	TN	\$ 114.50	\$ 377,850.00	\$ 117.68	\$ 388,344.00	\$ 120.29	\$ 396,957.00	\$ 127.06	\$ 419,298.00	\$ 130.00	\$ 429,000.00	\$ 115.19	\$ 380,127.00	\$ 125.00	\$ 412,500.00	\$ 128.19	\$ 423,027.00	\$ 130.26	\$ 429,858.00	\$ 160.50	\$ 529,650.00
4	12.5mm Asphalt Overlay/Surface Course	900	TN	\$ 123.00	\$ 110,700.00	\$ 119.18	\$ 107,262.00	\$ 133.55	\$ 120,195.00	\$ 130.35	\$ 117,315.00	\$ 129.00	\$ 116,100.00	\$ 118.93	\$ 107,037.00	\$ 128.00	\$ 115,200.00	\$ 129.67	\$ 116,703.00	\$ 124.35	\$ 111,915.00	\$ 186.50	\$ 167,850.00
5	19mm Asphalt Binder Course	32	TN	\$ 200.00	\$ 6,400.00	\$ 150.00	\$ 4,800.00	\$ 263.22	\$ 8,423.04	\$ 154.50	\$ 4,944.00	\$ 128.00	\$ 4,096.00	\$ 148.21	\$ 4,742.72	\$ 160.00	\$ 5,120.00	\$ 248.82	\$ 7,962.24	\$ 479.65	\$ 15,348.80	\$ 213.00	\$ 6,816.00
6	Open Graded Interlayer (OGI) Asphalt	180	TN	\$ 150.00	\$ 27,000.00	\$ 147.00	\$ 26,460.00	\$ 179.29	\$ 32,272.20	\$ 182.42	\$ 32,835.60	\$ 140.00	\$ 25,200.00	\$ 150.07	\$ 27,012.60	\$ 165.00	\$ 29,700.00	\$ 211.16	\$ 38,008.80	\$ 198.66	\$ 35,758.80	\$ 423.00	\$ 76,140.00
7	Sawcut, Remove, & Replace Ex. Pavement Patch (incl. Tensar NX-750 Geogrid & 6" GAB)	120	SY	\$ 35.00	\$ 4,200.00	\$ 73.00	\$ 8,760.00	\$ 50.58	\$ 6,069.60	\$ 43.52	\$ 5,222.40	\$ 105.00	\$ 12,600.00	\$ 120.90	\$ 14,508.00	\$ 120.00	\$ 14,400.00	\$ 43.64	\$ 5,236.80	\$ 291.51	\$ 34,981.20	\$ 225.00	\$ 27,000.00
8	Scrape Ex. GAB/Stone Base Material	760	SY	\$ 9.35	\$ 7,106.00	\$ 9.30	\$ 7,068.00	\$ 8.13	\$ 6,178.80	\$ 7.62	\$ 5,791.20	\$ 8.00	\$ 6,080.00	\$ 20.07	\$ 15,253.20	\$ 5.00	\$ 3,800.00	\$ 26.93	\$ 20,466.80	\$ 21.77	\$ 16,545.20	\$ 6.40	\$ 4,864.00
9	Graded Aggregate Base (GAB) Course	40	CY	\$ 125.00	\$ 5,000.00	\$ 50.00	\$ 2,000.00	\$ 102.59	\$ 4,103.60	\$ 127.02	\$ 5,080.80	\$ 150.00	\$ 6,000.00	\$ 147.59	\$ 5,903.60	\$ 90.00	\$ 3,600.00	\$ 59.48	\$ 2,379.20	\$ 449.77	\$ 17,990.80	\$ 203.50	\$ 8,140.00
10	Adjust Existing Valve Box to Final Grade	5	EA	\$ 385.00	\$ 1,925.00	\$ 100.00	\$ 500.00	\$ 183.88	\$ 919.40	\$ 190.00	\$ 950.00	\$ 1,000.00	\$ 5,000.00	\$ 255.00	\$ 1,275.00	\$ 850.00	\$ 4,250.00	\$ 1,500.00	\$ 7,500.00	\$ 107.00	\$ 535.00	\$ 1,356.00	\$ 6,780.00
11	Adjust Existing Manhole/Structure Top to Final Grade	10	EA	\$ 330.00	\$ 3,300.00	\$ 250.00	\$ 2,500.00	\$ 807.88	\$ 8,078.80	\$ 190.00	\$ 1,900.00	\$ 1,200.00	\$ 12,000.00	\$ 994.50	\$ 9,945.00	\$ 1,250.00	\$ 12,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,984.19	\$ 19,841.90	\$ 2,549.00	\$ 25,490.00
12	Solid Traffic Stripe, Yellow/White High-Build Paint	18,700	LF	\$ 0.40	\$ 7,480.00	\$ 0.50	\$ 9,350.00	\$ 0.39	\$ 7,293.00	\$ 0.89	\$ 16,643.00	\$ 0.50	\$ 9,350.00	\$ 0.93	\$ 17,391.00	\$ 0.35	\$ 6,545.00	\$ 1.16	\$ 21,692.00	\$ 0.90	\$ 16,830.00	\$ 0.35	\$ 6,545.00
13	Dashed Traffic Stripe, Yellow/White High-Build Paint	300	LF	\$ 0.30	\$ 90.00	\$ 0.45	\$ 135.00	\$ 0.28	\$ 84.00	\$ 0.78	\$ 234.00	\$ 0.50	\$ 150.00	\$ 0.51	\$ 153.00	\$ 0.25	\$ 75.00	\$ 0.64	\$ 192.00	\$ 0.50	\$ 150.00	\$ 0.25	\$ 75.00
14	Stop Bar, 24" - White High-Build Paint	250	LF	\$ 3.15	\$ 787.50	\$ 10.00	\$ 2,500.00	\$ 3.30	\$ 825.00	\$ 17.31	\$ 4,327.50	\$ 1.00	\$ 250.00	\$ 2.58	\$ 645.00	\$ 3.00	\$ 750.00	\$ 3.21	\$ 802.50	\$ 2.50	\$ 625.00	\$ 3.00	\$ 750.00
15	Median Hatching - Yellow/White High-Build Paint	1,100	SY	\$ 3.15	\$ 3,465.00	\$ 6.00	\$ 6,600.00	\$ 3.30	\$ 3,630.00	\$ 10.71	\$ 11,781.00	\$ 3.00	\$ 3,300.00	\$ 2.58	\$ 2,838.00	\$ 3.00	\$ 3,300.00	\$ 3.21	\$ 3,531.00	\$ 2.50	\$ 2,750.00	\$ 3.00	\$ 3,300.00
16	ADA Accessible Markings	2	EA	\$ 78.75	\$ 157.50	\$ 450.00	\$ 900.00	\$ 82.50	\$ 165.00	\$ 778.91	\$ 1,557.82	\$ 150.00	\$ 300.00	\$ 255.00	\$ 510.00	\$ 75.00	\$ 150.00	\$ 321.06	\$ 642.12	\$ 250.00	\$ 500.00	\$ 75.00	\$ 150.00
17	Pavement Marking Arrow - White High-Build Paint	15	EA	\$ 57.75	\$ 866.25	\$ 100.00	\$ 1,500.00	\$ 60.50	\$ 907.50	\$ 173.09	\$ 2,596.35	\$ 35.00	\$ 525.00	\$ 51.50	\$ 772.50	\$ 55.00	\$ 825.00	\$ 64.21	\$ 963.15	\$ 50.00	\$ 750.00	\$ 55.00	\$ 825.00
18	Railroad Crossing Marking - White High-Build Paint	1	EA	\$ 262.50	\$ 262.50	\$ 950.00	\$ 950.00	\$ 2,035.00	\$ 2,035.00	\$ 1,644.36	\$ 1,644.36	\$ 150.00	\$ 150.00	\$ 257.50	\$ 257.50	\$ 250.00	\$ 250.00	\$ 321.05	\$ 321.05	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
19	Raised Pavement Marker (RPM) Replacement	1	LS	\$ 1,950.00	\$ 1,950.00	\$ 2,000.00	\$ 2,000.00	\$ 275.00	\$ 275.00	\$ 2,812.73	\$ 2,812.73	\$ 750.00	\$ 750.00	\$ 4,590.00	\$ 4,590.00	\$ 1,850.00	\$ 1,850.00	\$ 5,779.00	\$ 5,779.00	\$ 4,500.00	\$ 4,500.00	\$ 1,850.00	\$ 1,850.00
20	Remove & Replace Lane Delineators	1	LS	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 910.00	\$ 910.00	\$ 1,225.00	\$ 1,225.00	\$ 875.00	\$ 875.00	\$ 505.00	\$ 505.00	\$ 1,000.00	\$ 1,000.00	\$ 642.11	\$ 642.11	\$ 735.20	\$ 735.20	\$ 2,612.00	\$ 2,612.00
21	Traffic Control	1	LS	\$ 31,660.25	\$ 31,660.25	\$ 75,250.00	\$ 75,250.00	\$ 59,662.90	\$ 59,662.90	\$ 20,500.00	\$ 20,500.00	\$ 68,000.00	\$ 68,000.00	\$ 135,052.14	\$ 135,052.14	\$ 145,598.30	\$ 145,598.30	\$ 113,467.10	\$ 113,467.10	\$ 151,018.26	\$ 151,018.26	\$ 173,776.60	\$ 173,776.60
22	Supplemental Work Allowance (SWA)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
SECTION 000 Subtotal:					\$ 777,000.00		\$ 845,836.60		\$ 854,390.04		\$ 875,966.96		\$ 931,726.00		\$ 944,166.26		\$ 961,459.50		\$ 990,099.67		\$ 1,167,287.56		\$ 1,327,643.60

TOTAL BASE BID AMOUNT	\$ 777,000.00	\$ 845,836.60	\$ 854,390.04	\$ 875,966.96	\$ 931,726.00	\$ 944,166.26	\$ 961,459.50	\$ 990,099.67	\$ 1,167,287.56	\$ 1,327,643.60
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Due to a mathematical error, Vertical Earth's Total Base Bid changed from \$754,390.04 to \$854,390.04
 Due to a mathematical error, Blount Construction Co's Total Base Bid changed from \$944,156.06 to \$944,166.26

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on May 14th, 2026.



Andrew Swicegood, Project Manager

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2026 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated May 14, 2026, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Seven Hundred Seventy-Seven Thousand Dollars (\$777,000.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

City of Flowery Branch
OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
Allied Paving Contractors, Inc this ____ day of _____,
20__.
(Contractor)

By: _____

Title: _____

**FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT
5521 Main Street
Flowery Branch, Georgia
LANDLORD: City of Flowery Branch
TENANT: MH168 LLC**

**ARTICLE I. BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS**

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	MH168 LLC
E.	TENANT'S TRADE NAME:	Madame Hangover
F.	TENANT'S NOTICE ADDRESS:	Bunyachai Yordprai 1228 Dogwood Rd Snellville, GA 30078
G.	PHONE NUMBER AND EMAIL:	(912)707-0621 <i>yordprai@gmail.com</i>
H.	POSSESSION DATE:	Upon delivery of a fully executed Lease.
I.	LEASE COMMENCEMENT DATE:	After delivery of a fully executed Lease and upon the earlier of (i) Tenant opening for business or (ii) four (4) months following the Possession Date.
J.	LEASE TERM:	Five (5) Years following the Rent Commencement Date.
K.	FIXED MINIMUM RENT COMMENCEMENT DATE:	To coincide with the Lease Commencement Date.
L.	FIXED MINIMUM RENT:	See Exhibit G for rent schedule.

M.	ESTIMATED ADDITIONAL MONTHLY RENT (for all relevant property expenses including but not limited to taxes, insurance, property management overhead and fee, maintenance, exterior building repairs and maintenance, and parking lot and landscaping maintenance):	\$280.63 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$2,890.44
	ADVANCE ADDITIONAL RENT:	\$280.63
	SECURITY DEPOSIT:	\$2,890.44 plus \$280.63
	TOTAL AMOUNT DUE WITH LEASE:	\$2,890.44 + 280.63 + \$2,890.44 = \$6,061.51
O.	GUARANTORS:	Bunyachai Yordprai and Khaophoe Nachane owners having more than 20% interest in Tenant
P.	USE:	For the use of a restaurant – and for no other purpose
Q.	HOURS OF OPERATION:	Tenant agrees to operate the premises as a restaurant and will remain open during standard operating hours for a restaurant, (11 a.m. to 9 p.m.) on a daily basis (Monday through Sunday) during the lease term, subject to temporary closures for holidays, emergencies, or events beyond Tenant's control; provided however, that Tenant shall not be closed more than 1 day per calendar month for any reason.
R.	APPROXIMATE SIZE OF LEASED PREMISES:	1347 Square Feet
S.	OPTION TO RENEW:	Subject to the conditions herein set forth. Tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for one (1) period of two (2) years (the "Renewal Term"), to commence at the expiration of the initial Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least six (6) months but no more than twelve (12) months prior to the expiration of the initial Term of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the annual Minimum Guaranteed Rental during the Renewal Term shall be as shown on Exhibit G; (b) Tenant shall have no option to renew this

		<p>Lease beyond the expiration of the Renewal Term; and (c) Tenant shall not have the right to assign the Renewal Option to any sublessee of the Leased Premises or assignee of the Lease, nor may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Option. Notwithstanding the foregoing, Tenant shall not have the right to exercise the Renewal Option, unless: (i) this Lease shall be in full force and effect on the date of the exercise of the Renewal Option and the date of the expiration of the original Term; and (ii) on the date of the exercise of the Renewal Option and the date of the expiration of the original Term there exist no default on the part of the Tenant under this Lease.</p>
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SECTION 1.2. SIGNIFICANCE OF BASIC LEASE PROVISIONS

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

SECTION 1.3. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A.	Site Plan
Exhibit B.	Tenant’s Work
Exhibit C.	Legal Description
Exhibit D.	Rules and Regulations
Exhibit E.	Sign Criteria
Exhibit F.	Lease Guarantee
Exhibit G.	Rent Schedule

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.1. SHOPPING CENTER

Landlord is the owner of a parcel of real estate, legally described on Exhibit C, located in 5521 Main Street, Flowery Branch, Georgia commonly known as the FB Main Street – a Master Condominium (the “Shopping Center”). It is agreed that the depiction of the Shopping Center on Exhibit A does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord reserves the right to sell any portion or portions of the Shopping Center, such portion(s)

thereafter shall not be included in the Shopping Center. Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to the terms hereof, provided only that the Leased Premises as hereinafter defined shall be substantially as depicted on Exhibit A. Landlord further reserves the right to alter the Shopping Center, at Landlord's sole election, however, no such alteration shall materially impair the visibility or accessibility of Tenants Leased Premises.

SECTION 2.2. LEASED PREMISES

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Leased Premises" as more particularly described as follows:

5521 Main St consisting of approximately 1,347 sq. ft. as shown on Exhibit "A".

Said Leased Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Leased Premises from adjacent leased premises in the Shopping Center.

SECTION 2.3. LEASE TERM

The Lease Term shall, commence on the Lease Commencement Date [Section 1.1.I.] and shall end on the last day of the last Lease Year (hereinafter "Termination Date"), unless sooner terminated.

SECTION 2.4. LEASE YEAR

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first full Lease Year shall begin on the Lease Commencement Date if the Lease Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the month next following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 2.5. STATEMENT AS TO LEASE TERM

In the event the Lease Commencement Date and Termination Date of the Lease Term have not been determined, as of the date of execution hereof, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Commencement Date and Termination Date of the Lease Term when determined.

SECTION 2.6. OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS

Prior to the Possession Date, Tenant shall deliver to Landlord the required Certificate of Insurance (stated in Section 7.2). After the Possession Date and prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date

[Section 1.1.H.] until the Lease Commencement Date [Section 1.1.I.], in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Monthly Rent as stated in Section 1.1.M. but excluding Fixed Minimum Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant's leasehold improvements, fixtures, equipment or other property of Tenant or Tenant's contractors.

ARTICLE III. RENT AND OTHER TENANT CONTRIBUTIONS

SECTION 3.1. FIXED MINIMUM AND ADDITIONAL RENT

Tenant agrees to pay rent to Landlord, or to such other person or entity as Landlord may direct, without demand, at such place as Landlord may by notice in writing to Tenant, from time to time, direct, a fixed amount of rent (the "Fixed Minimum Rent"), and an amount of additional rent based upon certain expenses relating to the Leased Premises and the Shopping Center (the "Additional Monthly Rent") at the following rates and times and as set forth on Exhibit G:

(a) Fixed Minimum Rent shall be payable in advance in equal successive monthly installments on the first day of each calendar month included in this Lease Term. For any portion of a calendar month included at the beginning of said term, one-thirtieth (1/30) of such a monthly payment for each day of such portion shall be payable on the first day of such portion; and

(b) Additional Rent shall be payable as provided in Sections 3.2, 5.3 and 8.1.

SECTION 3.2. TAXES

Tenant shall pay to Landlord, as Additional Rent hereunder, Tenant's prorata share of any and all special assessments, transportation or environmental protection taxes or levy or similar tax or levy, and Tenant's prorata share of real estate taxes attributable to the Shopping Center paid annually by Landlord during the Lease Term, prorated for any partial Lease Year beginning on the Possession Date. Tenant's prorata share shall be based on the ratio of the total Floor Area of the Leased Premises to the total Floor Area on all floors of building space within the Shopping Center as of the assessment date for the particular special assessment, tax or levy, or real estate tax in question. Tenant shall also pay its prorata share of all expenses, including reasonable attorneys' fees, expenses, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate tax, special assessment, tax or levy. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose a tax and/or assessment upon or against the rentals and/or other charges payable hereunder by Tenant to Landlord, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, or impose an income or franchise tax in substitution for the general tax levied against such land and buildings, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this section. The annual charges for such assessments or taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement

of the assessments or taxes paid or incurred by Landlord for each calendar year of the Lease Term and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant for future tax payments, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of such assessments and taxes for such period and no more. In the event any portion or portions of the Shopping Center are separately assessed, for purposes of the proration above, Tenant's proportionate share shall be the ratio of the total Floor Area of the Leased Premises to the total Floor Area of all floors of building space within the particular parcel assessed which includes the Leased Premises.

SECTION 3.3. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord to secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Lease set forth, and contained on the part of Tenant to be fulfilled, kept, observed and performed, such sum as set forth in Section 1.1 as a Security Deposit. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, and Landlord may commingle the same with its other funds. Such interest, if any, may be retained as property of the Landlord, and will not be paid to the Tenant. Such Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist under this Lease, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so that the same may be restored to its original amount. In the event the Leased Premises are conveyed by Landlord, the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or successor, and in such event Tenant hereby releases Landlord from any and all liability with respect to the deposit and/or application or return and Tenant agrees to look to such grantee for such application or return. In the event Tenant shall faithfully fulfill, keep, perform and observe all the covenants, conditions and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant, without interest, no later than thirty (30) days after the expiration of the Term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of said Term or any renewal thereof as provided herein.

ARTICLE IV. UTILITY SERVICES

SECTION 4.1. WATER, SEWER, ELECTRICITY AND GAS

Landlord has caused the necessary mains, conduits and other facilities to be provided to supply water, sewer, gas and electricity to the Shopping Center. Landlord shall provide gas service and facilities to Tenant, however, the same being the sole responsibility of Tenant. Tenant agrees to have all utility services transferred into Tenant's name on the Possession Date. If Tenant has not had any or all of the utilities transferred on the Possession Date, then Tenant agrees to pay Landlord, on demand, the actual cost paid by Landlord for such utilities, together with an administrative charge of One Hundred Fifty and no/100 Dollars (\$150.00) for each such payment. Tenant shall pay for all electricity used in the Leased Premises and all water and sewer charges,

and gas charges, if applicable, at its own cost and expense. In the event Landlord, who shall have the option to do so, shall elect to supply any one or more or all of said services, Tenant shall purchase the use of said services as are tendered by Landlord and shall pay the rates, including any established minimum charges, established by Landlord for such services, but the rate shall be no more than those charged by the public utility furnishing such services in the area. The charges for such services as are so furnished shall be deemed Additional Rent due and payable on the first day of the calendar month following rendition of a bill therefor. Landlord may discontinue furnishing such services if payment for same is not received by Landlord upon not less than five (5) days written notice, and no such discontinuation shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations hereunder. In the event Landlord shall elect to furnish one or more of such services, from time to time, Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said services is interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of Landlord. In any event, Landlord may cease to furnish any one or more of such services without any responsibility to Tenant, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event the Leased Premises are not separately metered for water and Tenant's use requires an excessive volume of water, at Landlord's discretion, a sub-meter will be installed at the Leased Premises at Tenant's expense.

SECTION 4.2. HEATING, VENTILATING AND COOLING

Tenant shall be solely responsible and shall pay for all charges rendered in connection with all heating, ventilating and cooling of the Leased Premises and shall promptly pay all bills for materials furnished or labor performed for Tenant or at Tenant's instance and request in connection with any repairs, replacements, alterations, improvements and installation of all fixtures and equipment in connection therewith on the Leased Premises, and shall keep said Leased Premises free from all claims for liens for work, labor or materials in connection therewith.

SECTION 4.3. OTHER SERVICES

In addition to the above and foregoing, Tenant shall be solely responsible for all garbage and sewage disposal and waste removal, janitorial and other services of any type or nature furnished to the Leased Premises, and shall pay promptly all bills for materials or labor performed in connection therewith. Tenant further covenants and agrees to keep the Leased Premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition and free from snow, ice, waste or debris, and neither to commit or permit any waste or nuisance thereon.

ARTICLE V. COMMON AREAS AND FACILITIES

SECTION 5.1. COMMON AREAS AND FACILITIES

Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Landlord shall, in its sole discretion, determine, and may, from time to time, change the size, location and nature of any Common Areas and facilities and may make installations therein and move and remove such installation. Landlord shall have the right to close the Common Areas, or any part thereof, on such business days as Landlord deems necessary for the improvement, maintenance or repair of the Common Areas and on such nonbusiness days or during such nonbusiness hours as Landlord shall, in its sole discretion, determine.

SECTION 5.2. USE OF COMMON AREAS

Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant such rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking, and may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted concessionaires, officers and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

SECTION 5.3. CHARGE FOR COMMON AREAS AND FACILITIES

Tenant shall pay to the Landlord, as Additional Rent, in the manner provided in Section 5.5 Tenant's prorata share, as defined in Section 5.4, of Common Areas maintenance cost as hereinafter defined including the cost of Capital Improvements designed to protect the health and safety of the tenants in the Leased Premises and the Shopping Center.

Common Areas maintenance cost shall be deemed to include all costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing (including heating, ventilating and cooling any enclosed mall, in the event Landlord elects to enclose any Common Areas), lighting, repairing, replacing and maintaining the Common Areas and facilities in the Shopping Center. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in

Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof; all exterior painting; all costs and expenses of security and fire protection; all costs of restriping, patching, repairing and maintaining parking areas, garages, entries, gutters and downspouts, the construction of new entries as required and work on roads, as needed, adjacent to the Shopping Center; pedestrian traffic direction and control; roof repairs; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, maintaining, replanting and replacing flowers and landscaping; management fees; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers' compensation and employer's liability, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, wages, unemployment taxes, social security taxes, special assessments and personal property taxes attributable to the Common Areas; fees for audits, required licenses and permits; all costs and expenses incurred by Landlord in testing of sprinkler systems located in the Shopping Center, all charges for utility services for the Common Areas including all costs and expenses of maintaining lighting fixtures and providing electricity to the Common Areas and to Common Areas pole signage (including the cost of light bulbs and electric current); all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulation assessed against or imposed on the Shopping Center or any part thereof with regard thereto; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities used in the operation of the Common Areas and administrative costs at the rate of Fifteen Percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required for the proper maintenance of the Common Areas, except that all Capital Improvement expenses shall be excluded therefrom.

SECTION 5.4. TENANT'S PRORATA SHARE

Tenant's prorata share of the Common Areas maintenance cost shall be determined by multiplying the total cost incurred or paid by Landlord by a fraction whose numerator is the gross leasable area of the Leased Premises as set forth in Section 2.2 and the denominator of which is the total square feet of gross leasable area within the Shopping Center. The "Gross Leasable Area" shall mean with respect to the Leased Premises and with respect to all other leasable areas, the number of square feet of floor area on all levels, including any mezzanines, basements, or balconies, but excluding "Common Areas" measured from the exterior face of exterior walls and/or the exterior face of service corridor walls, the exterior of building line from all frontage, and the center line of party walls. No deduction shall be made for columns, stairs, elevators, or any interior construction or equipment. Provided, however, for any Common Areas maintenance cost separately metered, billed to or paid directly by any Tenant, the floor area of such tenant space attributable to such Common Areas cost shall be deleted from the above proration for such separate cost. The Floor Area hereinabove provided shall not include the floor area of roof structures used for mechanical equipment.

SECTION 5.5. PAYMENT OF COMMON AREAS MAINTENANCE COST

The annual charges for Common Areas maintenance cost shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement in reasonable detail of the actual Common Areas maintenance cost paid or incurred by Landlord at the end of each calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant against any current or future amounts due from Tenant to Landlord pursuant to this Lease, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of said costs for such period and no more.

ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS

SECTION 6.1. REPAIRS BY LANDLORD

Landlord covenants at its expense to keep the foundations and roof of the Leased Premises, and the structural soundness of the exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VIII. Except as provided in this Section 6.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as hereinafter provided.

SECTION 6.2. QUIET ENJOYMENT

Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

SECTION 6.3. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under the Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under the Lease.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense or counterclaim, and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLE VII. TENANT'S ADDITIONAL COVENANTS

SECTION 7.1. TENANT'S COVENANTS

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and pay when due the Fixed Minimum Rent, Additional Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any right of recoupment, set-off, deduction or counterclaim whatsoever.

B. To open for business within one hundred twenty (120) days after the Lease Commencement Date; to use the Leased Premises only for the use provided in Section 1.1 and in compliance with the Rules and Regulations set forth in Exhibit D; not to use the Leased Premises for any exclusive use granted by Landlord to any other tenant in the Shopping Center; to keep its business located upon the Leased Premises open at all times throughout the term of this Lease during minimum Standard Operating Hours as set for in Section 1.1.Q; that it will not cease operations at said Leased Premises for a period of more than three (3) consecutive days or five (5) days in any Lease Year, without the express written consent of Landlord, which consent may be granted or withheld at Landlord's sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authority or acts of God.

C. Except for repairs required in Section 6.1 to be performed by Landlord, to keep the Leased Premises, including, but not limited to all partitions, doors, fixtures, equipment, apparatus and appurtenances thereof (including lighting, plumbing fixtures, sewer lines and the HVAC systems), clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating), and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. Tenant shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the building and Tenant shall attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. (See Exhibit B "Landlord and Tenant's Work" for additional requirements.)

D. To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities.

E. To the extent permissible by state law and except for Landlord's negligence or willful misconduct, Tenant waives and releases Landlord and Landlord's agents and employees from all claims for damage to person or property sustained by Tenant and/or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the building of which it shall be a part, or any other part of the Shopping Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep said building or the Leased Premises in repair; (iii) injury done or occasioned by wind, water or other natural elements; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of co-tenants or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

F. To permit Landlord and its agents, upon reasonable notice, except in the event of an emergency, to enter the Leased Premises at reasonable times for the purpose of inspecting same, making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants.

G. To remove, at the termination of this Lease or earlier vacation of the Leased Premises, such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such of the alterations and additions made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty and ordinary wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination or earlier vacation of the Leased Premises shall, at Landlord's option, become the property of Landlord.

H. If any mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon the Shopping Center or any portion thereof shall elect to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate automatically without further action needing to occur, provided that the mortgagee or trustee shall agree in writing to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in

default. Any mortgagee or trustee may in the alternative elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. This election of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

I. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

J. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or in or to the Common Areas of which Tenant has knowledge.

K. To pay on demand the prevailing party's expenses, including reasonable attorney's fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease in curing any default by the other party as provided herein and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party against the other.

L. Not to make any nonstructural alterations, additions or improvements to the Leased Premises in excess of Five Thousand and no/100 Dollars (\$5,000.00), nor to make any structural changes whatsoever without first obtaining Landlord's written consent.

M. Not to suffer or allow any mechanic's lien to be filed against the Leased Premises or the Shopping Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case before judgment of sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon as provided in Section 9.2 shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the mechanic's lien law of the state.

N. Not to affix or maintain upon the glass panes and supports of the show windows, doors and the exterior of the Leased Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities.

Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the Leased Premises.

SECTION 7.2. TENANT'S INSURANCE

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof, to indemnify, save and hold Landlord and Landlord's agents harmless from and against all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant including without limitation, Tenant's agents, contractors, employees, licensees, and suppliers. Tenant further covenants to maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant and Landlord and Landlord's agents, as their interests may appear, as Additional Insured, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars (\$1,000,000) and for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars (\$1,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operations of Tenant's business in the Leased Premises, and in addition, and in like amounts covering Tenant's contractual liability under the aforesaid indemnity and hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises. Tenant shall be responsible for and shall insure against damage to the buildings occasioned by theft of Tenant's property. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. A duly executed Certificate of Insurance clearly stating the insurance requirements provided for herein, naming Landlord and Landlord's agent as Additional Insured (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the date of delivery of the Leased Premises to Tenant and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage; and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

SECTION 7.3. ASSIGNMENT OF LEASE

Tenant shall not mortgage, pledge or assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other person to occupy same or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld so long as the assignee or sublessee has equal or better credit and business experience. Any assignment or sub-letting, even with Landlord's consent, shall not relieve Tenant from liability for payment of Fixed Minimum

Rent, Additional Rent and all charges, rates and other sums; or from the obligations of Tenant set forth in this Lease.

In the event any assignment or subletting, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease, or to be a consent to any assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior written consent of Landlord.

In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Seven Hundred Fifty and no/100 Dollars (\$750.00), to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. If Tenant desires to assign the Lease or sublease all or part of the Leased Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the effective date of the proposed assignment or sublease, a written notice of its intent, which notice shall; (a) state the name of the proposed assignee or sublessee; (b) state the nature and character of the business of the proposed assignee or sublessee; (c) state the term, use, rental rate and other particulars of the proposed assignment or sublease, including, without limitation, evidence satisfactory to Landlord that the proposed assignee or sublessee is financially responsible and will immediately occupy and thereafter use the Leased Premises for the use stated in Section 1.1 and in accordance with Section 7.1.B; and (d) be accompanied by a copy of the proposed assignment or sublease documents. Upon receipt of said notice including items (a)—(d) above, Landlord shall have the right, at Landlord's sole discretion, within thirty (30) days after receipt of such notice, to approve or disapprove the proposed assignment or sublease, or to terminate this Lease effective as of the proposed effective date of the assignment or sublease (provided, however, that Tenant may nullify Landlord's termination right by withdrawing the proposed assignment or sublease). No assignee of the Lease or sublessee of the Leased Premises or any portion thereof may further assign or sublet the Leased Premises or any portion thereof. In the event Landlord consents to any assignment or subletting, any Renewal Options provided for in this Lease shall become null and void.

ARTICLE VIII. FIRE AND EXTENDED COVERAGE INSURANCE; DAMAGE OR EMINENT DOMAIN

SECTION 8.1. FIRE AND EXTENDED COVERAGE INSURANCE

From and after the Lease Commencement Date of the Lease and throughout the remainder of the Term of this Lease, Landlord shall procure and pay for windstorm, fire and extended coverage insurance, insuring the Shopping Center building in which the Leased Premises are located for such amount as Landlord's lender shall require, in a responsible insurance company authorized to do business in the State in which the Shopping Center exists. Such insurance policy may insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available),

insurance against floods if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the Leased Premises is similar to that of the Tenant. Such insurance may contain the so-called "Replacement Cost" or "Restoration Endorsement," a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by Landlord. Tenant shall pay to Landlord, as Additional Rent hereunder, on the first day of each calendar month Tenant's prorata share of the premiums for said fire and extended coverage insurance, Tenant's prorata share to be the same as its prorata share of Common Areas expense.

SECTION 8.2. FIRE, EXPLOSION OR OTHER CASUALTY

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than Fifty Percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (i) Landlord is not required to repair as hereinabove provided, or (ii) the Leased Premises shall be damaged to the extent of Fifty Percent (50%) or more of the cost of replacement, or (iii) the building of which the Leased Premises are a part is damaged to the extent of Twenty Five Percent (25%) or more of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than Twenty Five Percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the act or omission of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, plus the earlier of (i) sixty (60) days or (ii) the date Tenant reopens for business, however, Tenant shall pay all Additional Rent charges beginning on the date Landlord completes its works, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises. In the event the Leased Premises shall be damaged or destroyed and the same are not repaired or rebuilt by Landlord within three hundred sixty-five (365) days after the date of the damage or destruction, unless said repair is held up by Tenant, or in the event that Thirty Percent (30%) or more of the Gross Leasable Area of the Shopping Center shall be damaged or destroyed and the same is not repaired or rebuilt within four hundred fifty-five (455) days after the date of damage or destruction, or in the event of any material damage or destruction to the Leased Premises during the last year of the Lease Term, then, in such event, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

SECTION 8.3. EMINENT DOMAIN

If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under

the threat of the exercise, of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken. If less than all of the Floor Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Fixed Minimum Rent shall be equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the Floor Area of the Leased Premises so taken leaves space no longer suitable for the use set forth in Section 1.1, then the Lease Term shall cease and Tenant shall pay rent up to the date the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If more than Twenty Five Percent (25%) of the Floor Area of the building in which the Leased Premises are located, or more than Twenty Five Percent (25%) of the aggregate Floor Area of all buildings in the Shopping Center, shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. In the event fifty percent (50%) of the Shopping Center is lost due to such taking and such taking significantly impairs Tenant's ability to do business in the Leased Premises, Tenant shall have the right to terminate this Lease by sending a written notice ("Termination Notice") to Landlord setting forth the grounds for such termination and setting a date for such termination ("Termination Date") at least ninety (90) days prior to such Termination Date. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

ARTICLE IX. DEFAULTS BY TENANT AND REMEDIES

SECTION 9.1. DEFAULTS BY TENANT

Without further notice, Landlord may terminate this Lease:

(i) five (5) days after notice of default, if any default by Tenant continues after notice of default, in case of nonpayment of rent or the nonpayment of any other charges or payments to be made hereunder by Tenant, for more than five (5) days (except no notice need be given for a monetary default occurring after the second such monetary default in any Lease Year); or

(ii) thirty (30) days after notice of default, if Tenant does not cure any nonmonetary default within a reasonable time, but in any event no later than thirty (30) days after notice of default; or

(iii) immediately if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files or is subject to a petition under any bankruptcy or insolvency law, and if such a petition filed against Tenant is not dismissed within ninety (90) days; or

(iv) immediately if a receiver or similar officer becomes entitled to this leasehold; or

(v) immediately if Tenant's interest in this Lease is taken upon execution or other process of law in any action against Tenant; or

(vi) immediately if the Leased Premises are levied upon by any revenue officer or similar officer; or

(vii) immediately if Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part and Tenant does not comply with the provisions of Section 7.1.M; or

(viii) immediately if Tenant shall abandon, vacate or cease to continually operate its business within said Leased Premises during the term of this Lease for a period of more than three (3) consecutive days or five (5) days in any Lease Year; or

(ix) immediately if Tenant fails to open for business within thirty (30) days after the Lease Commencement Date.

Upon termination of this Lease, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty, immediately and upon demand, a lump sum of money equal to (a) the value of the Fixed Minimum Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term where recoverable under applicable state law (the "Total Rent Amount") or (b) the Total Rent Amount, less the fair rental value of the Leased Premises for said period. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Fixed Minimum Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of

such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this section shall be without relief from valuation and appraisement laws.

SECTION 9.2. INTEREST ON LATE PAYMENT; LATE CHARGE

Any payment due Landlord by Tenant pursuant to the terms and conditions of this lease including but not limited to all Fixed Minimum Rent, and Additional Rent which shall not be paid when due shall bear interest at the maximum rate payable by Tenant under state law, or in the absence of a maximum rate, at the rate of Eighteen Percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In the event any monetary payment is made more than seven (7) days after its due date, Landlord shall be entitled to a late payment fee of ONE HUNDRED and no/100 DOLLARS (\$100.00) in addition to such interest charge as hereinabove set forth.

SECTION 9.3. HOLDOVER BY TENANT

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at One Hundred Fifty Percent (150%) of the Fixed Minimum Rent subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 9.4. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease at Tenant's expense. Such cost to be immediately reimbursed upon written notice from Landlord that such expense has been paid.

SECTION 9.5. EFFECT OF WAIVERS OF DEFAULT

No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent of waiver to or of any other breach of the same or other covenant, condition or duty.

SECTION 9.6. REMEDIES CUMULATIVE

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute,

and every power and remedy given by this Lease to Landlord may be exercised, from time to time, and so often as occasion may arise or as may be deemed expedient.

SECTION 9.7. TERMINATION OF TENANT'S ADDITIONAL RIGHTS

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain option rights at Section 1.1.S. (referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 9.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 10.1. MUTUAL WAIVER OF SUBROGATION RIGHTS

Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

SECTION 10.2. NOTICES FROM ONE PARTY TO THE OTHER

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1.F, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

SECTION 10.3. BROKERAGE

Tenant warrants that it has had no dealings with any broker in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

SECTION 10.4. RELATIONSHIP TO THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

SECTION 10.5. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord no later than ten (10) days after such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates through which the Fixed Minimum Rent, Additional Rent, and other charges have been paid, and making such other reasonable certifications as Landlord, Landlord's mortgagee or Landlord's potential mortgagee may require.

SECTION 10.6. APPLICABLE LAW AND CONSTRUCTION

The laws of the State in which the Shopping Center exists shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

SECTION 10.7. FORCE MAJEURE

Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, said party shall not be liable or responsible for any delay due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said party, and in any such event said time period shall be extended for the amount of time said party is so delayed, provided that this section shall not apply to Tenant's covenants to pay Rent and other charges hereunder.

SECTION 10.8. EXECUTION OF LEASE BY LANDLORD

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

SECTION 10.9. BINDING EFFECT OF LEASE

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

SECTION 10.10. SURVIVAL

All representations, warranties, covenants, conditions and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

SECTION 10.11. NO MODIFICATION

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 10.12. SEVERABILITY

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 10.13. SIGN CRITERIA

Within fifteen (15) days after full Lease execution, Tenant shall submit to Landlord two (2) sets of drawings for all proposed signage. The drawings shall clearly show location of sign on storefront elevation, graphics, colors and materials. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated in Exhibit E (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Shopping Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 10.13, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have thirty (30) days from the Possession Date in which to install approved signage on the building facade or Tenant shall be deemed in default.

SECTION 10.14. SALES AND RENTAL TAX

Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State in which the Shopping Center exists or any other governmental agency with respect to all Fixed Minimum Rent, Additional Rent, and all other payments of monies, including but not limited to, Common Areas maintenance charges and Real Estate Taxes paid by Tenant to Landlord pursuant to the terms of this Lease.

SECTION 10.15. FAILURE OF TENANT TO OPEN

If Tenant fails to open for business within one hundred twenty (120) days after the Lease Commencement Date, then Landlord may terminate this Lease, at Landlord's option, and all monies paid to Landlord shall remain the property of Landlord.

SECTION 10.16. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances.

Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. §§ 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to acts and/or omissions of the Tenant. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify and hold Landlord harmless in the manner elsewhere provided in this Lease from any release of hazardous materials on the Leased Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

Landlord, to the best of Landlord's knowledge and belief, states that there are no hazardous materials within the Leased Premises as of the date of this Lease.

Landlord acknowledges that materials potentially presenting a biohazard risk may be present on the site during the course of Tenant's business activities and that such biohazardous material will be collected and stored in containers using the universal biohazardous symbol in the Leased Premises prior to proper disposal. Tenant will at all times store such material in the required manner and shall assure that the material is disposed of as required by all governmental agencies. The parties acknowledge that Landlord shall not be responsible for the disposal or storage of any such materials and that in the event Landlord, its agents or employees shall enter the Leased Premises such party shall use best efforts and caution to deal in a reasonable manner with any such materials if required to do so.

SECTION 10.17. RIGHT TO RELOCATE

In the event Landlord shall add additional buildings to the Shopping Center or expand any of the buildings currently contained therein or renovate or reconfigure any part of the Shopping Center in the vicinity of the Leased Premises, Landlord shall have the right, subject to Tenant's right of termination as set forth below to relocate Tenant's operation to other premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

Landlord shall notify Tenant, at least one hundred fifty (150) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; the proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; and the New Premises shall be substantially the same in size and configuration as the Leased Premises described in the Lease.

In the event Landlord relocates Tenant and has completed the Tenant Improvements at Landlord's

expense, Tenant shall enter into a new lease agreement with Landlord for a period of five (5) years under the same terms and conditions of this Lease.

In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to reject the relocation request. Upon Landlord's receipt of Tenant's rejection Landlord shall, in its sole discretion, have the right to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice or to retract the relocation request and this Lease shall continue in full force and effect. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired term of this Lease.

Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

SECTION 10.18. AMERICANS WITH DISABILITIES ACT

Landlord agrees that at the time of delivery to Tenant all common areas, such as sidewalks and parking lots to the best of Landlord's knowledge will comply with the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. At Tenant's expense, Tenant agrees to design, furnish, and construct the Leased Premises to comply with the Americans with Disabilities Act of 1990.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Premises.

SECTION 10.19. RECORDATION

Neither this Lease nor a short form or memorandum thereof shall be recorded in the public records.

SECTION 10.20. LANDLORD'S RESTRICTIONS

Except as permitted by existing leases, Landlord, to the best of Landlord's ability, agrees that no part of the Shopping Center shall be occupied by an adult book or adult video store or other businesses which sell or display pornographic material, however, any sale of adult magazines or

rental of adult videos in less than ten percent (10%) of the sales floor area of any tenant shall not be considered a violation of this agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Date: _____ Date: 05.28.2026

LANDLORD: City of Flowery Branch, GA TENANT: MH168 LLC

By: _____
Oliver McClellan, Mayor

By: Bunyachai Yordprai

Name: BUNYACHAI YORDPRAI
(printed) Khaophone Na Chame

ATTEST:

Title: OWNER OWNER
(position within LLC)

By: Shelia Cooper, City Clerk

Sworn to and subscribed before me
this 28 day of 5, 2026.

[Signature]
NOTARY PUBLIC

[CITY SEAL]

My Commission Expires: 8-31-2027

[NOTARY SEAL]



EXHIBIT A
SITE PLAN

This Exhibit is solely for the purpose of showing the approximate location of the Leased Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

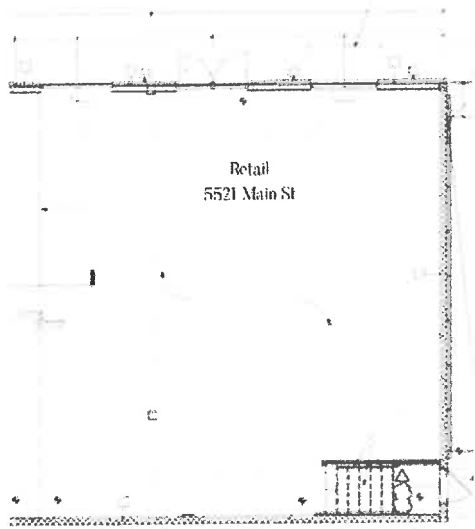


EXHIBIT B

LANDLORD AND TENANT'S WORK

Landlord's Work

1. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees to accept delivery of possession of the Leased Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Leased Premises for Tenant's occupancy, except as set forth below:

a. Landlord shall deliver the major components of the internal grease trap, sanitary sewer stub, ventilation chase for hood exhaust and an undistributed HVAC system in good working order.

Tenant's Work

1. Tenant agrees to submit to Landlord plans and specifications covering the Tenant Improvements in such detail as Landlord or Managing Agent may require within fifteen (15) days of execution of this Lease and Tenant agrees not to commence work on any of the Tenant Improvements until Landlord has approved such plans and specifications in writing. On or before the Possession Date, Tenant shall deposit with Landlord a certificate of insurance clearly stating the insurance requirements specified in Section 7.2, Tenant shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Leased Premises. At all times during Tenant's construction, Landlord and its representatives shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Tenant Improvements. Tenant, at its sole cost, shall complete all interior improvements needed to operate its business.

2. Heating and Air Conditioning Maintenance Provisions:

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the state in which the Shopping Center exists, which firm shall:

a. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters and other parts as required; and supply Landlord with copies of the maintenance reports should Landlord request them to do so.

b. Perform energy and extraordinary repairs on the air conditioning unit(s).

c. Keep a detailed record of all services performed on the Leased Premises and prepare an annual service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord at the end of each calendar year, a copy of said annual service report. Not later than thirty (30) days prior to the Lease Commencement Date of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT C
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in GMD 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

The Retail Master Unit of the FB Main Street Master Condominium, as established by the Declaration of Condominium for FB Main Street, A Master Condominium, of record in Deed Book 8924, Page 507-595, Hall County, Georgia records, together with the undivided percentage of interest in the Common Elements appurtenance to said Unit as set forth in Exhibit B of the Declaration of Condominium for FB Main Street, A Master Condominium. Reference is hereby made to the plat of FB Main Street, A Master Condominium of record in Plat Book 880, Page 440 in Plat Book 880, Pages 441-445 Hall County, Georgia records, for a more complete identification and description of the Retail Master Unit.

EXHIBIT D
RULES AND REGULATIONS

Tenant covenants and agrees that Tenant, at its own cost and expense:

- (a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Leased Premises and all corridors and loading areas immediately adjoining the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;
- (b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;
- (c) Will promptly replace, any plate glass or window glass of the Leased Premises which may become cracked or broken, with glass of a like kind and quality;
- (d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the Leased Premises or within two (2) feet of any entrance from the Leased Premises, on the foot walk adjacent thereto or elsewhere on the exterior thereof;
- (e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so produced, transmitted or reproduced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or seen outside of the Leased Premises;
- (f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;
- (g) Will not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises;
- (h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;
- (i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;
- (j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable

federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of Leased Premises or any work to be performed in the Leased Premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the Leased Premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the Leased Premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the Leased Premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted in the Leased Premises) required by the aforementioned rules, regulations and associations or other body in order to obtain insurance at the lowest available premium rate throughout the Term of the Lease;

(k) Will keep all outside areas immediately adjoining the Leased Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(l) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(m) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(n) Will not place or cause or permit to be placed within the Leased Premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord;

(o) Will comply with all obligations of the FB Main Street – A Master Condominium Declaration of Covenants and By-Laws.

**EXHIBIT E
SIGN CRITERIA**

Signs shall be furnished and installed by Tenant according to the following:

1. Landlord may erect and maintain such suitable signs or signage as Landlord, in its sole discretion, may deem appropriate to advertise the Premises.
2. Tenant may erect and maintain, at its sole cost and expense, not more than one (1) sign upon the exterior of the Premises, identifying Tenant's business by name. No such sign erected by Tenant shall contain a listing of merchandise or service or any slogan related to Tenant's business.
3. Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.
4. All signs and sign locations must be approved by Landlord prior to installation, and Landlord reserves the right, in its sole discretion, to reject any sign proposed by Tenant that does not meet Landlord's requirements.
5. All signs must comply with applicable government regulations and requirements, and Tenant shall keep all signs property maintained and in good working order.
6. Care should be taken to prevent damage to the façade during sign installation.
7. Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.
8. All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.

EXHIBIT F

GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENANT:	MH168 LLC
LEASE DATE:	

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the “Lease”), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called “Landlord”), and MH168 LLC, (hereinafter called “Tenant”), the undersigned, Bunyachai Yordprai, an individual, (hereinafter called “Guarantor”), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys’ fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR: Bunyachai Yordprai, INDIVIDUALLY

Bunyachai Yordprai

By: Bunyachai Yordprai, an Individual

Address: 107 EVATT DR

CENTRAL, SC 29630

Social Security Number: 819 - 25 - 8636

Sworn to and subscribed before me
this is 25 day of 5, 2026.

[Signature]

NOTARY PUBLIC

My Commission Expires: 8/31/2027

[SEAL]



GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENANT:	MH168 LLC
LEASE DATE:	

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the “Lease”), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called “Landlord”), and MH168 LLC, (hereinafter called “Tenant”), the undersigned, Khaophoe Nachane , an individual, (hereinafter called “Guarantor”), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys’ fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR: Khaophoe Nachane, INDIVIDUALLY

Khaophoe Nachane

By: Khaophoe Nachane, an Individual

Address: 295 KINGSPOINTE DR.
LANCASTERVILLE, GA 30046

Social Security Number: 874-70-9181

Sworn to and subscribed before me
this is 26 day of 5, 2026.

Kristle Hightower

NOTARY PUBLIC

My Commission Expires: [SEAL]

8-31-2027



**EXHIBIT G
RENT SCHEDULE**

The following schedule shall begin on the Fixed Minimum Rent Commencement Date. Notwithstanding the foregoing, beginning on the Possession Date Tenant shall begin the payment of Tenant's prorata share of Additional Rent as shown in Section 1.1.M.

LEASE TERM

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 1 – 12	\$2,890.44	\$34,685.28	Full Amount Due Under the Lease
Months 13 – 24	\$2,977.15	\$35,725.80	Full Amount Due Under the Lease
Months 25 – 36	\$3,066.46	\$36,797.52	Full Amount Due Under the Lease
Months 37 – 48	\$3,158.45	\$37,901.40	Full Amount Due Under the Lease
Months 49 – 60	\$3,253.20	\$39,038.40	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 61 - 72	\$3,350.80	\$40,209.60	Full Amount Due Under the Lease
Months 73 - 84	\$3,451.32	\$41,415.84	Full Amount Due Under the Lease



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/26/2026

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

AGENCY CRC TAPCO (NC) P.O. Box 286 Burlington, NC 27216-0286		PHONE (A/C, No, Ext):	COMPANY United States Liability Insurance Company 1190 Devon Park Drive Wayne, PA 19087-2191		
FAX (A/C No):	EMAIL ADDRESS:				
CODE:	SUB CODE:				
AGENCY CUSTOMER ID #:		LOAN NUMBER			POLICY NUMBER CP 1921095
INSURED MH168 LLC MADAME HANGOVER 5521 MAIN STREET FLOWERY BRANCH, GA 30542		EFFECTIVE DATE 06/01/2026	EXPIRATION DATE 12/01/2026	<input type="checkbox"/> CONTINUE UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
5521 Main Street, Flowery Branch, GA 30542 - Vacant with Renovation

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS AND EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Improvements/Special Excluding Sprinkler Leakage, Theft/100%/RC	\$100,000	\$1,000
Business Personal Property/Special Excluding Sprinkler Leakage, Theft/80%/RC	\$100,000	\$1,000

REMARKS (Including Special Conditions)**CANCELLATION**

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

ADDITIONAL INTEREST

NAME AND ADDRESS	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Thomas P. Kinney</i>		



AGENCY CUSTOMER ID: 493

LOC #: All

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CRC TAPCO (NC)		INSURED MH168 LLC	
POLICY NUMBER CP 1921095		MADAME HANGOVER 5521 MAIN STREET FLOWERY BRANCH, GA 30542	
CARRIER United States Liability Insurance Company	NAIC CODE 25895	EFFECTIVE DATE: 6/1/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2026

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 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
CRC TAPCO (NC)
P.O. Box 286
Burlington, NC 27216-0286

CONTACT NAME

PHONE (A/C No, Ext):

FAX (A/C No):

EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
MH168 LLC
MADAME HANGOVER
5521 MAIN STREET
FLOWERY BRANCH, GA 30542

INSURER A: United States Liability Insurance Company

25895

INSUREB B:

INSURER C:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CP 1921095	06/01/2026	12/01/2026	EACH OCCURENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	Excluded
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$					WC STATU-TORY LIMITS	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. DISEASE-EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

Vacant with Renovation. RE: 5521 Main Street, Flowery Branch, GA 30542 City of Flowery Branch is an additional insured per CG 20 11 04 13.

CERTIFICATE HOLDER

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

CANCELLATION

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

AGENCY CUSTOMER ID: 493

LOC #: All



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CRC TAPCO (NC)		INSURED MH168 LLC MADAME HANGOVER 5521 MAIN STREET FLOWERY BRANCH, GA 30542	
POLICY NUMBER CP 1921095		EFFECTIVE DATE: 6/1/2026	
CARRIER United States Liability Insurance Company	NAIC CODE 25895		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Commercial Liability	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$500,000
Products/Completed Operations Aggregate Limit	Excluded
General Aggregate Limit	\$2,000,000



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: LEASE AGREEMENT FOR 5521 MAIN STREET WITH MADAME HANGOVER

DATE: JUNE 4, 2026

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL - N/A

() OTHER

CAPITAL - N/A

COUNCIL ACTION REQUESTED ON: JUNE 4, 2026

PURPOSE: - The purpose of this agenda item is to request council execution of a lease agreement with Madame Hangover LLC at 5521 Main Street, Flowery Branch for the purpose of opening a restaurant.

HISTORY: - The City of Flowery Branch owns office/building space located at 5521 Main Street in the downtown area. The City of Flowery Branch has capitalized on this property by leasing space out to businesses who desire to conduct business in the historic downtown area of the City of Flowery Branch.

The City of Flowery Branch owns available rental space located at 5521 Main Street in downtown Flowery Branch. The City of Flowery Branch desires to lease the space owned for economic development to enhance the business district. The City of Flowery Branch has leased space to other businesses in the area, developing good business partnerships for the City of Flowery Branch.

FACTS AND ISSUES: - The space for lease consists of 1,347 office/building square feet owned by the City of Flowery Branch.

The space will be developed by Madame Hangover for the purpose of a Thai and Sushi restaurant.

The tenant will lease the building/square footage as-is. The space will be refurbished to meet or exceed current building code requirements, allowing the business to open within four (4) months of the execution of the proposed lease.



OPTIONS:

- 1) Authorize execution of the lease as presented
- 2) Do not authorize execution of the lease as presented and suggest other terms.
- 3) Do not authorize execution of the lease

RECOMMENDED SAMPLE MOTION:

I move that the city execute the lease agreement with Madame Hangover at 5521 Main Street, City of Flowery Branch.

DEPARTMENT: Administration

Prepared by: Renee Carden