



**City of Flowery Branch
Special Called City Council Meeting
Wednesday, July 15, 2026, 6:00 PM
5410 Pine Street
Flowery Branch, GA 30542**



Call to Order:

Pledge of Allegiance:

Adoption of Agenda:

Awards & Recognitions:

Unfinished Business - Work Session:

- a. Second Read for Consideration of Ordinances 702-A and 715-A to Modify Rezoning Approval Conditions at Hemingway Subdivision Concerning Perimeter Fencing

New Business - Work Session:

- a. Presentation Only - Crescent Communities Multifamily Development at Hog Mountain Road and Spout Springs Road
- b. Consider Resolution 26-014 To Call for a Special Election To Fill City Council Post Three Vacancy
- c. Consider Resolution Number 26-015 Amendment to Installment Sale Agreement
- d. Consider an IGA with Hall County and Flowery Branch for Maintenance of Hog Mountain Road

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 Council Member Vanderbilt June 2026 Per Diem
- b. Consider Council Member Mezzanotte June 2026 Per Diem
- c. Consider Mayor McClellan June 2026 Per Diem

Unfinished Business - Voting Session:

- a. Second Read for Consideration of Ordinances 702-A and 715-A to Modify Rezoning Approval Conditions at Hemingway Subdivision Concerning Perimeter Fencing

New Business - Voting Session:

- a. Consider Resolution 26-014 To Call for a Special Election To Fill City Council Post Three Vacancy
- b. Consider Resolution Number 26-015 Amendment to Installment Sale Agreement
- c. Consider an IGA with Hall County and Flowery Branch for Maintenance of Hog Mountain Road

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.



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: June 18th, 2026

Subject: Hemingway Subdivision Changes in Conditions. Ordinances 702 & 715

Applicant: Corbitt Woods
Walker Anderson Homes
390 Brogdon Road
Suwanee, GA 30024
404-210-9925

Owner: Walker Anderson Homes (Current HOA)
390 Brogdon Road
Suwanee, GA 30024

Existing Zoning: R-2

Location: Hemingway Subdivision. Platted Lots 3-15 & 44-46.

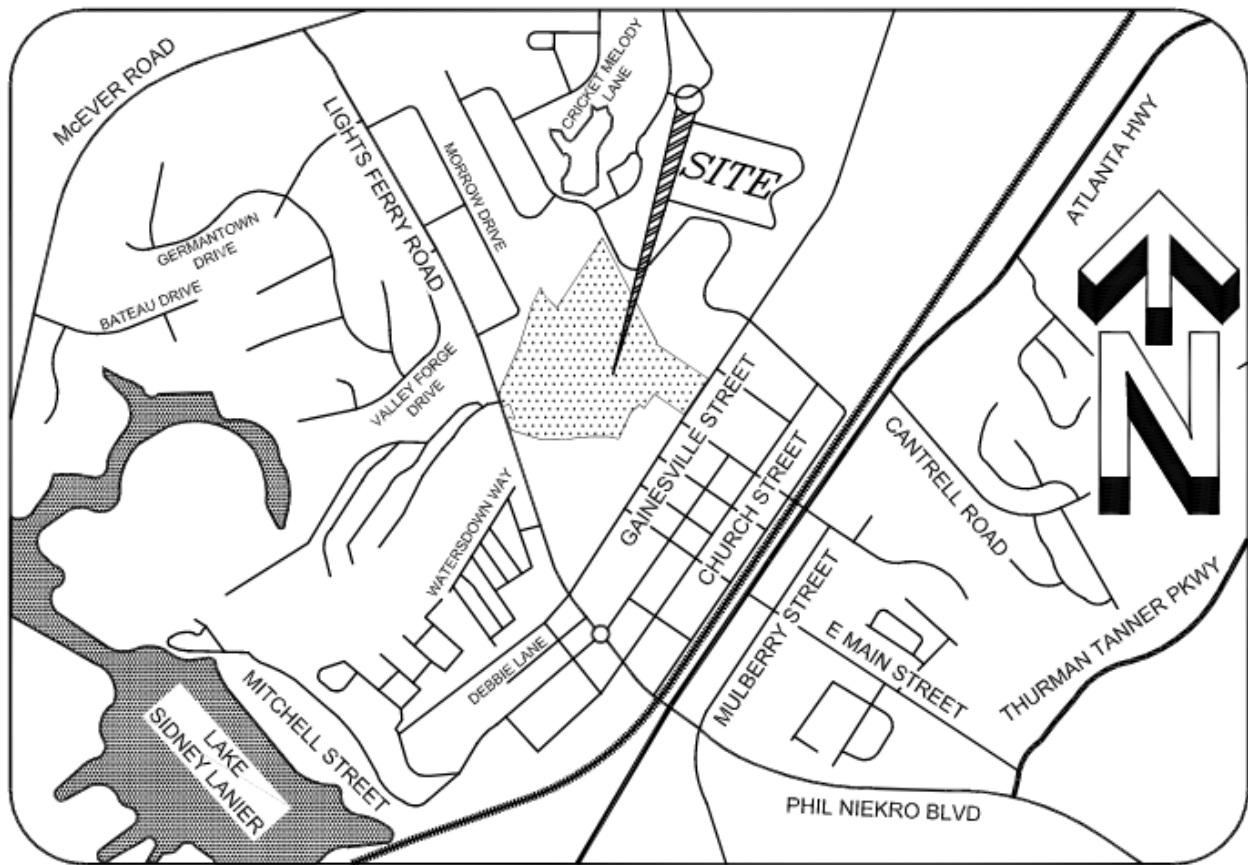
Proposed changes in conditions on ordinances 702 and 715 for the Hemingway subdivision located in the City of Flowery Branch at the corner of Gainesville Street and Spring Street include removing the required privacy fence behind Lots 3-15 & 44-46. The applicant is prepared to preserve the existing vegetation creating buffers and replant areas that have gaps.

Ordinance 702 — the applicant requests to amend conditions 5C and 9, and on 715 the applicant requests to amend conditions 5C and 8 for the reasons noted below.



Location Map:

Hemingway Subdivision. Platted Lots 3-15 & 44-46.



VICINITY MAP



Ordinance 702

5. Landscaping

- A. A full landscape plan shall be submitted at the time of land disturbance review.
- B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushes

C. Pond shall be fenced:

- a. 3 or 4 rail
- b. Black horse rail fencing
- c. Squared boards
- d. the fence design shall significantly adhere to the design as shown below:



- 9.** A fence along Lots 3 to 15 shall be required. Said fence will be five-foot wooden privacy, decorative in nature and shall be approved by staff. Fenced area should be but not limited to red line area as below:

Applicant proposes the following:

- Proposed change to **Condition 5C** is to allow the placement of a privacy fence rather than the design described in sub conditions a-d.
- Proposed change to **Condition 9**: After development, the area behind lots 3-8 is heavily vegetated and screens the adjoining property. Also, there is a drainage swale along this shared property line, which pre existed prior to development, with a large elevation change between the rear property line of the Hemingway lots with the adjoining properties. The request is to amend the condition to read to **add 3 evergreen trees on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8' at time of planting and placed out of any drainage**



swale or area. Granting this request will allow an evergreen screen to grow over time, while not impacting the existing and preserved screening between lots 3-8.

Ordinance 715

5. Landscaping

- A. A full landscape plan shall be submitted at the time of land disturbance review.
- B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushes
- C.** Pond shall be fenced and the fence design shall significantly adhere to the design as shown below:



- 8. A fence along the red line (the rear property line from lot 39 to lot 48) as below to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.

Applicant proposes the following:

- Proposed change to **Condition 5C** is to allow the placement of a privacy fence rather than the design described in sub conditions a-d.
- **Condition 8** on 715 called for a fence behind lots 39-48 to screen the neighbors. We have installed a fence approved by city staff behind lots 46-51 to screen the neighbors. Lots 39-



46 have a wooded buffer between the city property that adjoins these lots. Also, there is a significant change in elevation between the Hemingway lots and the city property. A fence will do little to screen this change. Our request is to amend the condition to read to **add evergreen trees, 16-20' on center between lots 44-46 at the top of the shared property line.** Granting this request will allow an evergreen screen to grow over time, while not impacting the existing and preserved screening in place.

Recommendation for Ordinance 702A:

Staff recommend denial to the proposed revision to Condition 5C to allow an opaque privacy fence in lieu of the fence described in sub conditions a-d.

Staff recommend approval of the proposed revision to Condition 9 to now read as the following: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8’ at time of planting and placed out of any drainage swale or area. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

Recommendation for Ordinance 715A:

Staff recommend denial to the proposed revision to Condition 5C to allow an opaque privacy fence in lieu of the fence described in sub conditions a-c.

Staff recommend approval of the proposed revision to Condition 8 to now read as the following: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 44-46. Trees to be 6 – 8’ at time of planting. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

ORDINANCE NO. 702-A & 715-A

AN ORDINANCE AMENDING ZONING CONDITIONS FOR THE SINGLE-FAMILY COMMUNITY KNOWN AS "HEMINGWAY" SPECIFICALLY RELATING TO ORDINANCE NUMBERS 702 AND 715; TO CHANGE CONDITION 9 IN EXHIBIT C TO ORDINANCE 702; TO CHANGE CONDITION 8 IN EXHIBIT C TO ORDINANCE 715 ; TO PROVIDE FINDINGS, TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the single-family community known as Hemingway on recorded Final Plat revision dated March 3, 2026 in Plat Book 888, Pages 390-395 and as shown on Exhibit "A" was previously zoned so as to impose conditions deemed to be in the best interest of the public health, safety, and welfare; and

WHEREAS, the specific conditions being changed for the subdivision are shown on attached exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance of the City of Flowery Branch, Georgia; and

WHEREAS, the City Council held a public hearing at the meeting of June 18, 2026 duly noticed as prescribed by law and published in the Gainesville Times, regarding, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed modifications to the rezoning conditions of the current TND (Traditional Neighborhood Design) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposed clarification will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposed clarification is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed clarification could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned PUD.
4. This proposed clarification if approved is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposed clarification is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposed clarification is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zoning as opposed to the modified PUD.
8. The proposed clarification will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the clarification in the zoning district map, or change in use, on the character of a zoning district.
10. The proposed clarification is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. CONDITIONS.

The zoning of the subject parcels, as shown and described on Exhibit "A", to a TND (Traditional Neighborhood Design) are to continue to be subject to the same conditions imposed by Ordinance Number 702 and Ordinance Number 715, respectively, except for those conditions specifically altered as set forth in Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. 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 4. EFFECTIVE DATE.

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

SECTION 6. REPEALER

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

Adopted this _____ day of _____, 2026.

Oliver McClellan, Mayor

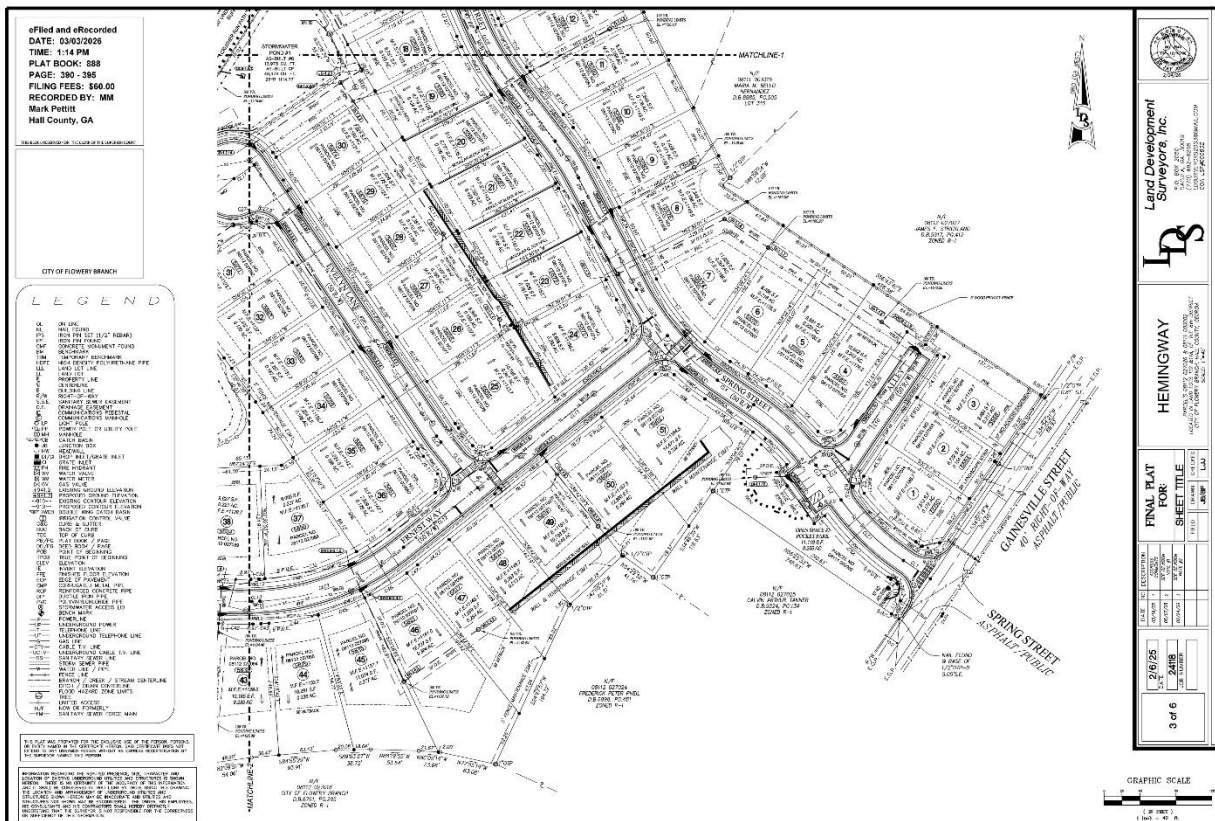
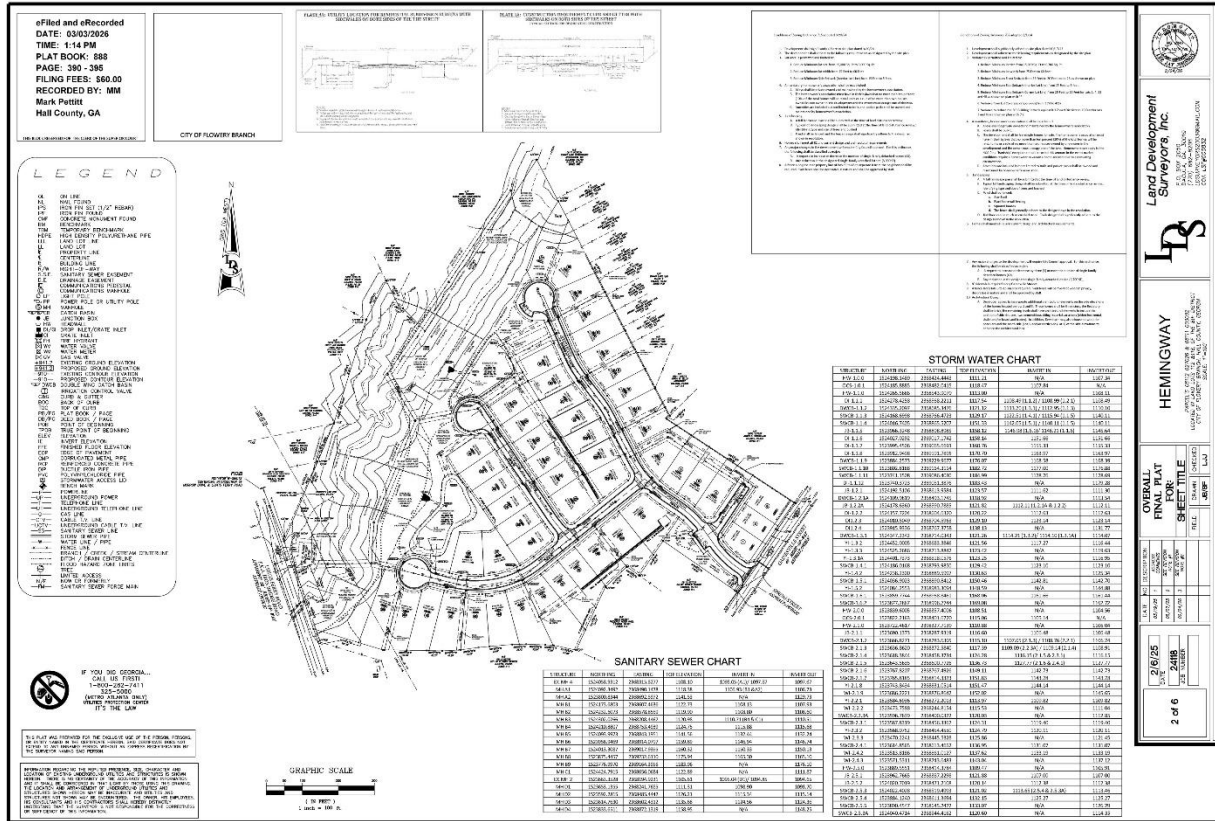
Shelia Cooper, City Clerk

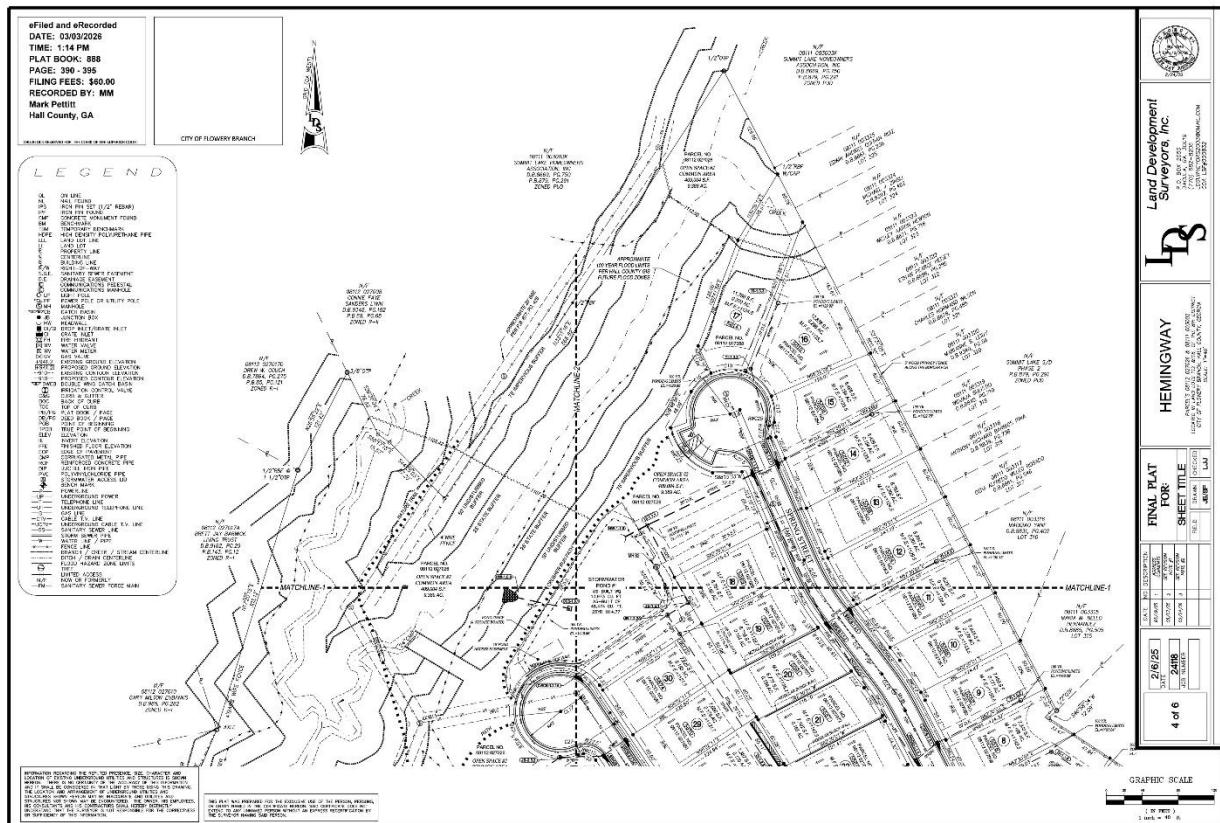
APPROVED AS TO FORM:

Ted Baggett, City Attorney

Hemingway Subdivision Final Plat revision dated March 3, 2026, in Plat Book 888, Pages 390-395.

Page 11 of 101





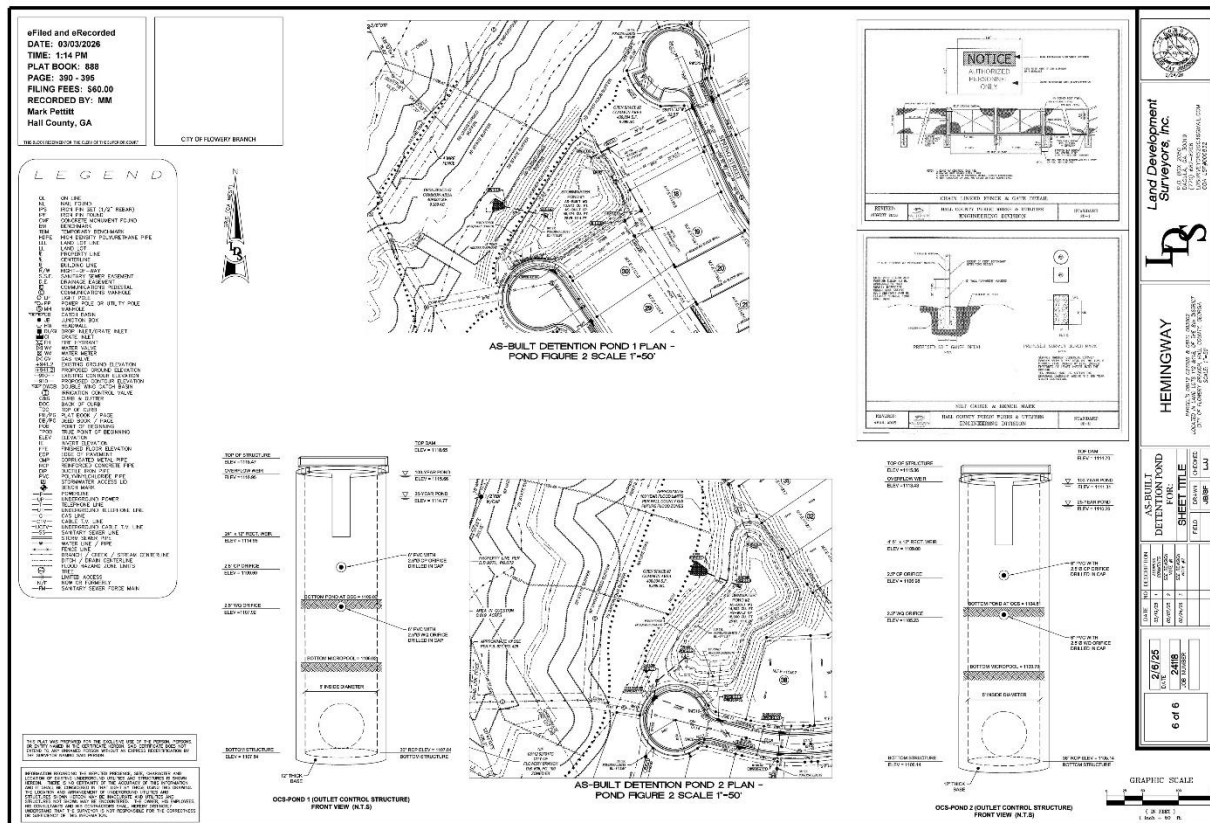


Exhibit B

Ordinance 702A:

Condition 9 listed in Exhibit C shall now read as follows: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8’ at time of planting and placed out of any drainage swale or area. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

Ordinance 715A:

Condition 8 listed in Exhibit C is hereby repealed and replaced to now read as follows: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 44-46. Trees to be 6 – 8’ at time of planting. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

LEGEND

- OL ON LINE
- NL NAIL FOUND
- IPS IRON PVI SET (1/2" REBAR)
- IF IRON PVI FOUND
- CMF CONCRETE MONUMENT FOUND
- BM BENCHMARK
- TM TEMPORARY BENCHMARK
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- LL LAND LOT LINE
- FL FENCE LINE
- BL BUILDING LINE
- RL RIGHT-OF-WAY
- S.E. SANITARY SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- CD COMMUNICATIONS PEDESTAL
- CP COMMUNICATIONS MANHOLE
- LP LIGHT POLE
- UP POWER POLE OR UTILITY POLE
- MB MANHOLE
- CB CATCH BASIN
- JB JUNCTION BOX
- HW HEADWALL
- DI/DI DROP INLET/GRATE INLET
- GI GRATE INLET
- FI FIRE HYDRANT
- WM WATER METER
- GV GAS VALVE
- EG EXISTING GROUND ELEVATION
- PG PROPOSED GROUND ELEVATION
- PE EXISTING CONTOUR ELEVATION
- PP PROPOSED CONTOUR ELEVATION
- DB DOUBLE WING CATCH BASIN
- IC IRRIGATION CONTROL VALVE
- CG CURB & GUTTER
- BOC BACK OF CURB
- TOC TOP OF CURB
- FB/PD PLAT BOOK / PAGE
- DB/PD DEED BOOK / PAGE
- POB POINT OF BEGINNING
- TPD TRUE POINT OF BEGINNING
- ELEV ELEVATION
- IE INVERT ELEVATION
- FTE FINISHED FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- DP DUCTILE IRON PIPE
- PVC POLYVINYLCHLORIDE PIPE
- SP STORMWATER ACCESS LD
- BM BENCHMARK
- UP UNDERGROUND POWER
- TL TELEPHONE LINE
- UT UNDERGROUND TELEPHONE LINE
- CTV CABLE T.V. LINE
- UCV UNDERGROUND CABLE T.V. LINE
- SS SANITARY SEWER LINE
- SP STORM SEWER PIPE
- WL WATER LINE / PIPE
- FL FENCE LINE
- BR BRANCH / CREEK / STREAM CENTERLINE
- DL DITCH / DRAIN CENTERLINE
- FZ FLOOD HAZARD ZONE LIMITS
- TREE
- LA LIMITED ACCESS
- N/F NOW OR FORMERLY
- TM SANITARY SEWER FORCE MAIN



HEMINGWAY

PARCEL'S 08112 027028 & 08111 003002
LOCATED IN LAND LOTS 112 & 111, OF THE 16TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA
SCALE: 1"=50'

REFERENCE FOR CHANGE IN CONDITIONS REQUEST

LEGEND :

- INSTALLED SHADOWBOX FENCE - 6' TALL
- - - PROPOSED SHADOWBOX FENCE - 6' TALL
- INSTALLED RAIL FENCE - 4' TALL
- - - PROPOSED RAIL FENCE - 4' TALL
- INSTALLED EVERGREEN SCREEN
- PROPOSED PLANTINGS, SUBJECT TO DIRECTOR APPROVAL

P.O.B.
N21°46'59"W-566.12'
CENTERLINE INTERSECTION OF
MORROW DRIVE & LIGHTS FERRY ROAD.

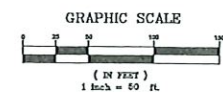


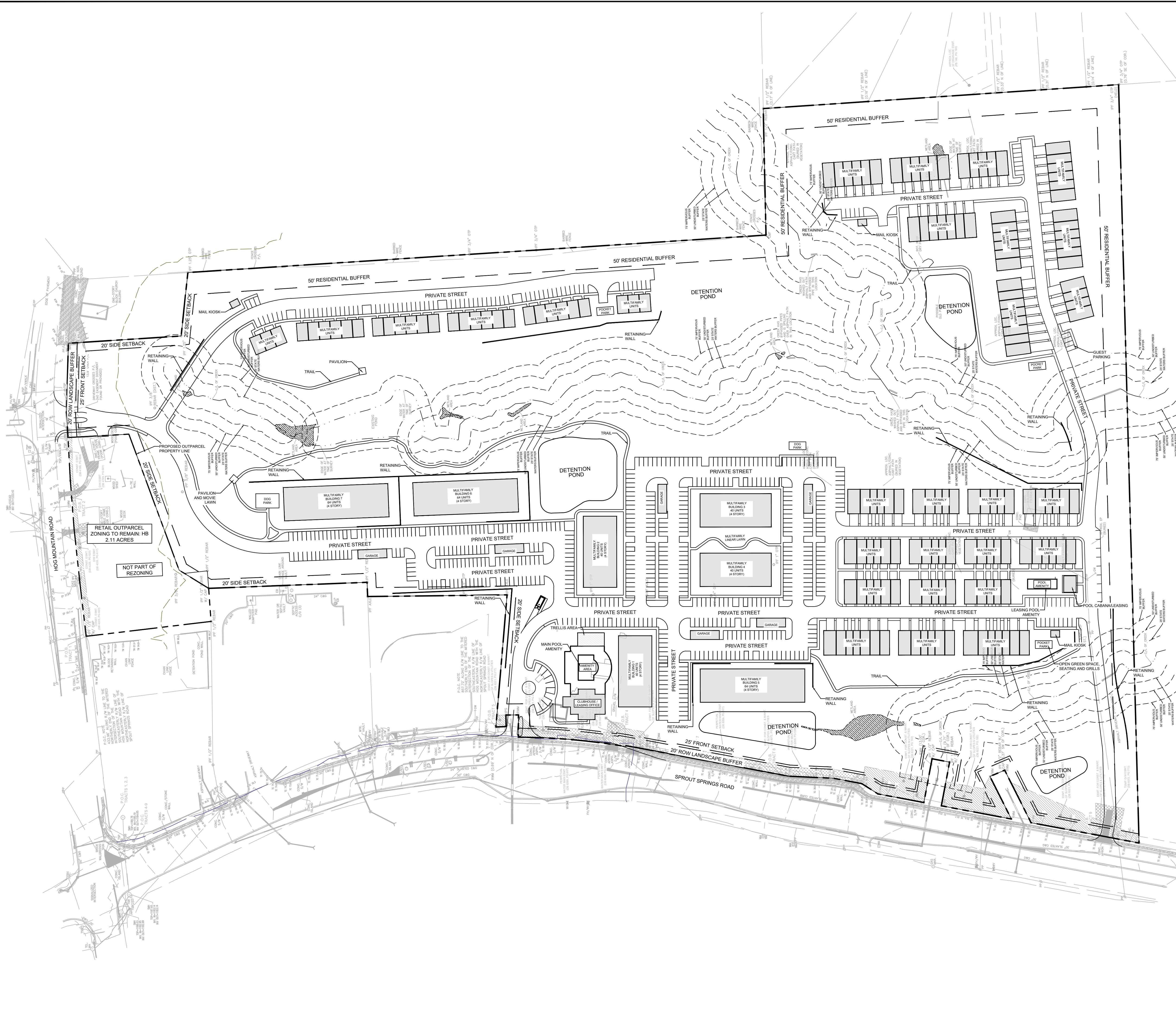
IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS REACKNOWLEDGMENT BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO GUARANTEE OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ASSUMPTIONS OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INADEQUATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

ROCK OF LOTS ALREADY
HEAVILY VEGETATED





SITE DEVELOPMENT SUMMARY

SITE SUMMARY

CURRENT ZONING:	HB & PRD	
PROPOSED ZONING:	RMU	
SITE AREA*:	58.94	ACRES
STATE WATERS & BUFFERS**:	13.44	ACRES
NET LOT AREA (NLA):	52.22	ACRES
REQUIRED CIVIC SPACE:	5.90	ACRES (10.0%)
PROVIDED CIVIC SPACE:	7.96	ACRES (13.5%)
REQUIRED AMENITY SPACE:	2.95	ACRES (5.0%)
PROVIDED AMENITY SPACE:	2.95	ACRES (6.0%)
***TOTAL REQUIRED LANDSCAPED OPEN SPACE:	11.79	ACRES (20.0%)
***TOTAL PROVIDED LANDSCAPED OPEN SPACE:	11.79	ACRES (20.0%)
LANDSCAPE BUFFER:		
ROW	20 FT	
BUILDING SETBACK:		
FRONT	25 FT	
SIDE	20 FT	
REAR	20 FT	
ADDITIONAL BUFFER:		
ABUTTING RESIDENTIAL	50 FT	

LAND USES & DENSITIES

MAX. BUILDING HEIGHT	55FT; MAX. STORIES: 3 STORIES
PROVIDED BUILDING HEIGHT	ON SLAB; 3-4 SPLIT ON BASEMENT
(VARIANCE REQUESTED)	4 STORIES + A BASEMENT
MAX. DENSITY	522 UNITS (10 UNITS/ACRE)
PROVIDED DENSITY	516 UNITS (9.9 UNITS/ACRE)
MAX. COVERAGE OF BUILDING	50% OF LOT
COVERAGE PROVIDED	16% OF LOT

PARKING SUMMARY

REQUIRED PARKING:	890 SPACES (TOTAL)
MULTIFAMILY	827 SPACES
	615 SPACES (1 SUIT FOR 1-2 BEDROOM
	212 SPACES (2 SUIT FOR 3+ BEDROOM UNIT)
GUEST PARKING	63 SPACES
	41 (0.1 SUIT FOR 1-2 BEDROOM)
	22 (0.2 SUIT FOR 3+ BEDROOM UNIT)
PROPOSED PARKING:	933 SPACES (TOTAL)

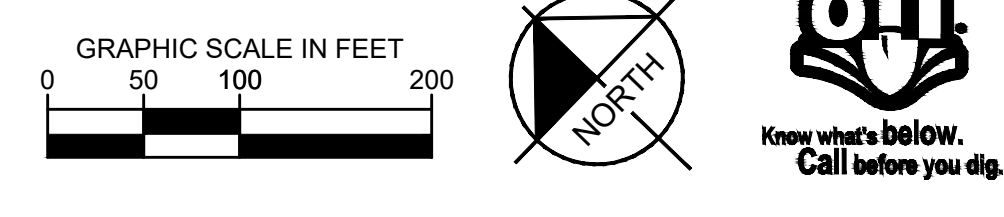
*AREA NOT INCLUDING AREA THAT WILL BE PARCELED OFF AS COMMERCIAL OUTPARCEL. OUTPARCEL TO REMAIN HB.

**STATE WATER AND BUFFERS AREA IS DISCOUNTED AT 50%. THEREFORE NET LOT AREA IS 58.94. (13.44*0.5) = 52.22 AC

***TOTAL PROVIDED LANDSCAPED OPEN SPACE INCLUDES BUT IS NOT LIMITED TO AREAS THAT ARE LANDSCAPED AND COUNTED TOWARDS CIVIC AND AMENITY SPACES.

SITE LEGEND	
— — — — —	PROPERTY LINE
— — — — —	XX FT BUILDING SETBACK LINE
— — — — —	50 FT ZONING BUFFER LINE

NOTES	
1.	THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE AND RMU REGULATIONS.
2.	ZONING BUFFERS ALONG ADJOINING PROPERTIES MAY BE DISTURBED AND REPLANTED TO BUFFER STANDARDS.





SPROUT SPRINGS MIXED USE DEVELOPMENT

FLOWERY BRANCH, GA



Who We Are

We develop more than just groundbreaking communities.

Crescent Communities is a nationally recognized, market-leading real estate investor, developer, and operator of mixed-use “communities”. We create high-quality, differentiated multifamily and commercial communities in many of the fastest growing markets in the United States.

Since 1963, our development portfolio has included more than 85 multifamily communities and 24 million square feet of commercial space. Our multifamily communities are branded NOVEL, RENDER and HARMON by Crescent Communities.



OUR VISION

**Build community.
Better people’s lives.**

Since our inception decades ago, Crescent Communities has embraced a long-term value approach to development that is focused on creating the most extraordinary places to live, work, and play. Through our commercial, multifamily, industrial, and mixed-use projects, we will continue to establish award-winning developments that endure and uphold our commitment to respecting the land and environment that has guided us since our company was formed in 1963.



OUR FOOTPRINT



OUR VALUES

Taking the right path over the easy one

Culture-driven organization

that attracts and engages industry leading talent across multiple product segments

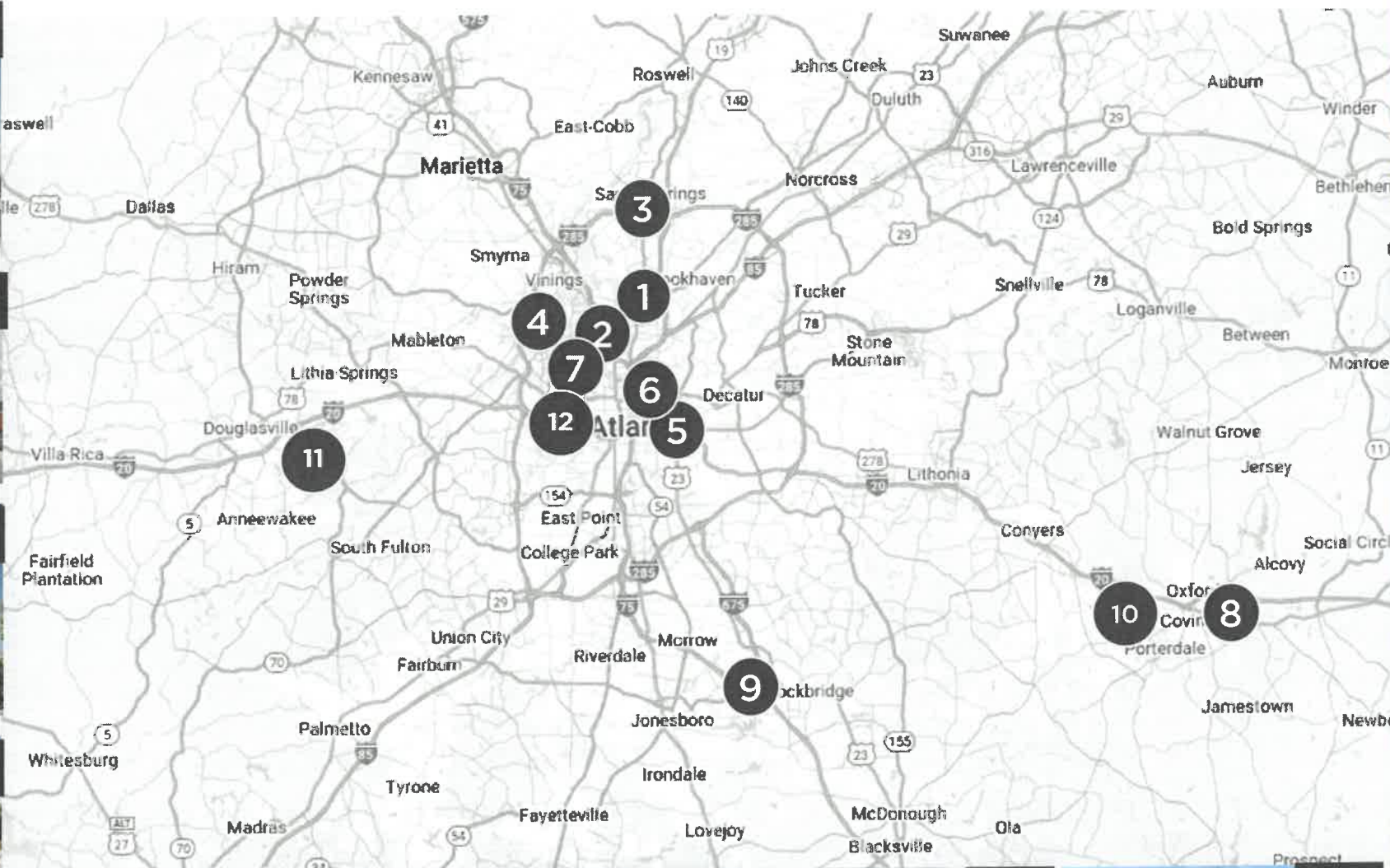
Our approach

to investment sourcing, planning and design, entitlement and execution creates market premiums and superior absorption

Unique expertise

deliver high-quality, differentiated developments with premium valuations

BEST-IN-CLASS COMMUNITIES IN GEORGIA





Potomac Yard
Arlington, VA



Ally Charlotte Center
Charlotte, NC



Crescent Dilworth
Charlotte, NC



Crescent Westshore
Tampa, FL



Phipps Tower
Atlanta, GA



Crescent Bayshore
Tampa, FL



Crescent Cameron Village
Raleigh, NC



Crescent Terminus
Atlanta, GA



Crescent Cool Springs
Nashville, TN



Crescent Scottsdale Quarter
Scottsdale, AZ



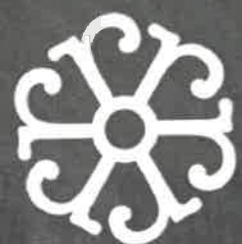
Piedmont Town Center
Charlotte, NC



Montage Palmetto Bluff
Bluffton, SC



HARMON Five Points
Charlotte, NC



render

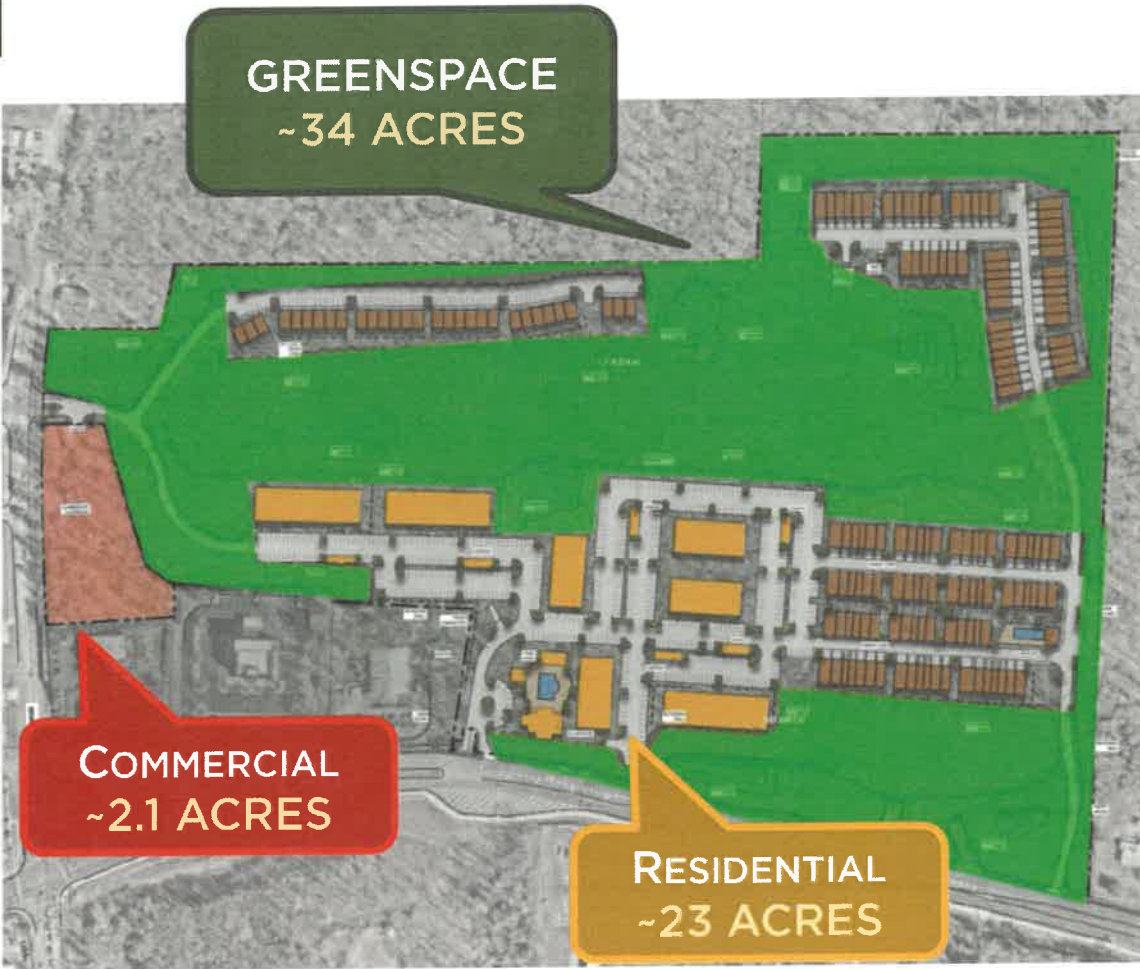


HARMON

COMMUNITY OVERVIEW

PROPOSED COMMUNITY SUMMARY

CATEGORY	PREVIOUSLY APPROVED PLAN	PROPOSED PLAN	Difference
JURISDICTION	City of Flowery Branch & Hall County	City of Flowery Branch	Annexation
ZONING	HB & PRD	RMU	-
LAND USE	Vacant / Single-Family	Residential / Commercial	-
PERMITTED UNITS	530 Total Units 390 MF Units 140 Senior Housing	516 Total Multifamily Units 352 Traditional Units 164 Villa Units	- 14 Units
NET DENSITY	530 Total Units (10.2 units / net acre)	516 Total Multifamily Units (9.8 units / net acre)	-.4 Unit/ net acre
PARKING	Total: 1,022 (1.9/Unit)	Total: 905 (1.8 Spots/Unit) MF: 565 (1.6/Unit) Villa: 340 (2.1/Unit) Garage Spaces: 244 Street Spaces: 96	- 117 Parking Spaces - 0.1 Spaces / Unit
GREEN SPACE	-	~34 Acres	-
PRODUCTS	Retail, Multifamily & Senior Housing	Retail & Multifamily	-
AVG. SF	-	MF: 940 SF Villa: 1,444SF	-



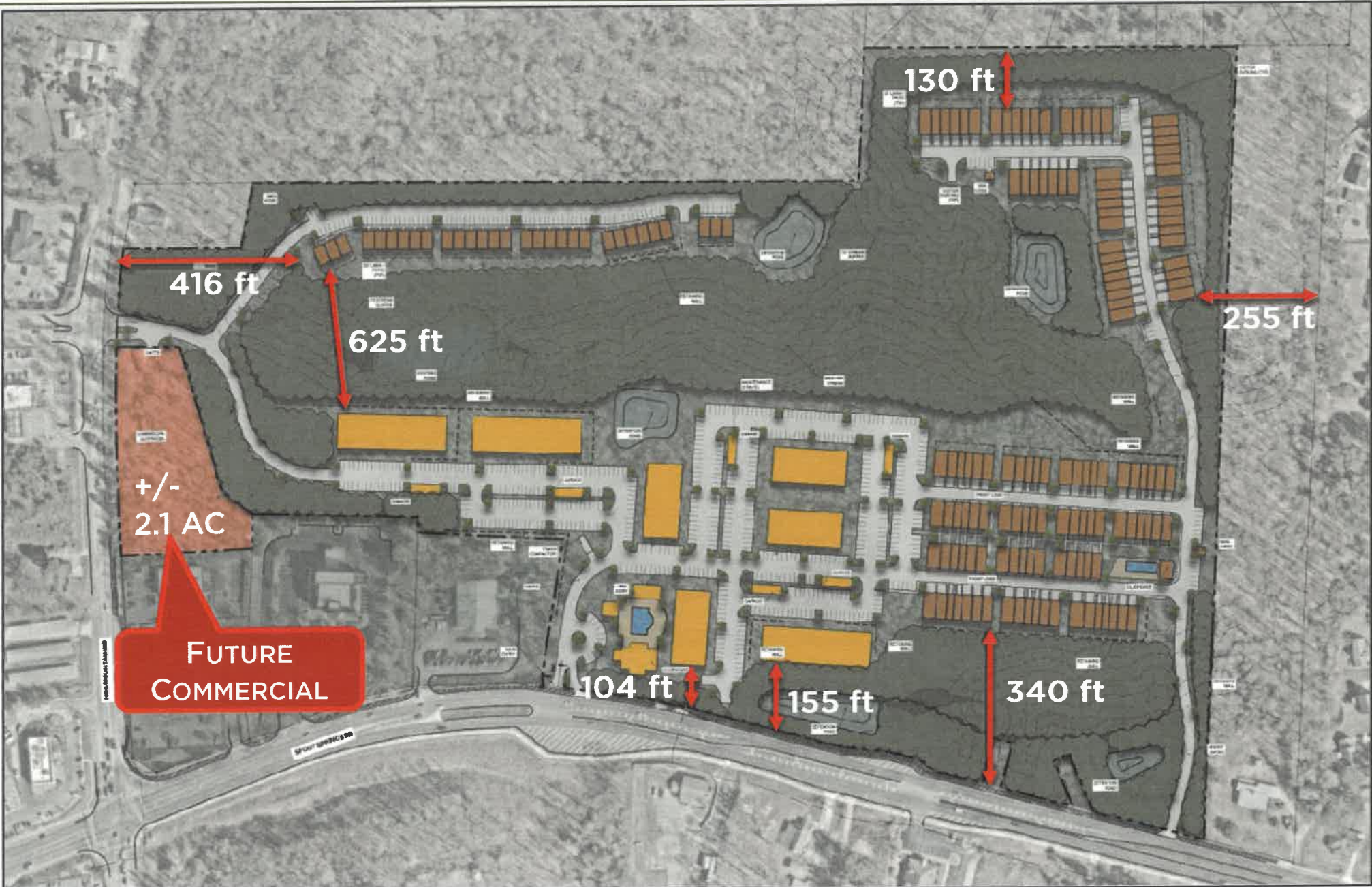
PROPOSED COMMUNITY SUMMARY (CONT.)



CATEGORY	RMU – Residential Mixed Use	Variance Requested	Difference
USE	Yes – Multi-family (Conditional Use) Yes – Commercial	-	-
MAXIMUM HEIGHT (FT)	55	-	-
MAXIMUM HEIGHT (# OF STORIES)	3; 3-4 split on a basement construction	Mix of 2-, 3- & 4-story buildings	+ 1-Story
PERMITTED UNITS	522 Multifamily Units	516 Total Multifamily Units 352 Traditional Units 164 Villa Units	- 6 Units
NET DENSITY	10 units per net acre	9.8 units per net acre	- .2 units per acre
MINIMUM LOT SIZE	2,000	-	-
MINIMUM HEATED FLOOR AREA PER UNIT (SF)	1,000 SF	770 SF	- 220 SF



SITE PLAN OVERVIEW

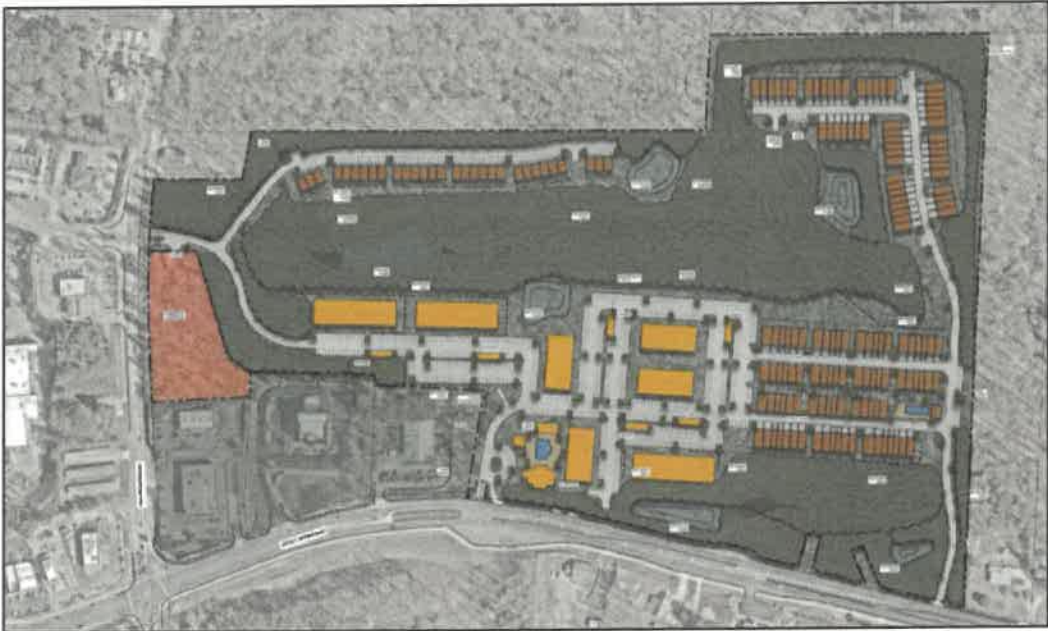


**Design to create enough separation and proper distance to the single-family neighbors to the east and the north of the site.*

WHY FLOWERY BRANCH BENEFITS



-  MUCH NEEDED NEW, HIGH-QUALITY, HOUSING
-  MULTIPLE ELEVATIONS AND COLOR SCHEMES TO ENHANCE STREETScape
-  THOUGHTFULLY CURATED AND PROFESSIONALLY MANAGED LANDSCAPING AND AMENITIES
-  ENHANCED NEIGHBORHOOD CONNECTIVITY AND WALKABILITY
-  LIMITED TRAFFIC IMPACT COMPARED TO PREVIOUSLY APPROVED ANALYSIS
-  DRAMATICALLY INCREASED TAXABLE VALUE FOR FLOWERY BRANCH & PROPERTY VALUE



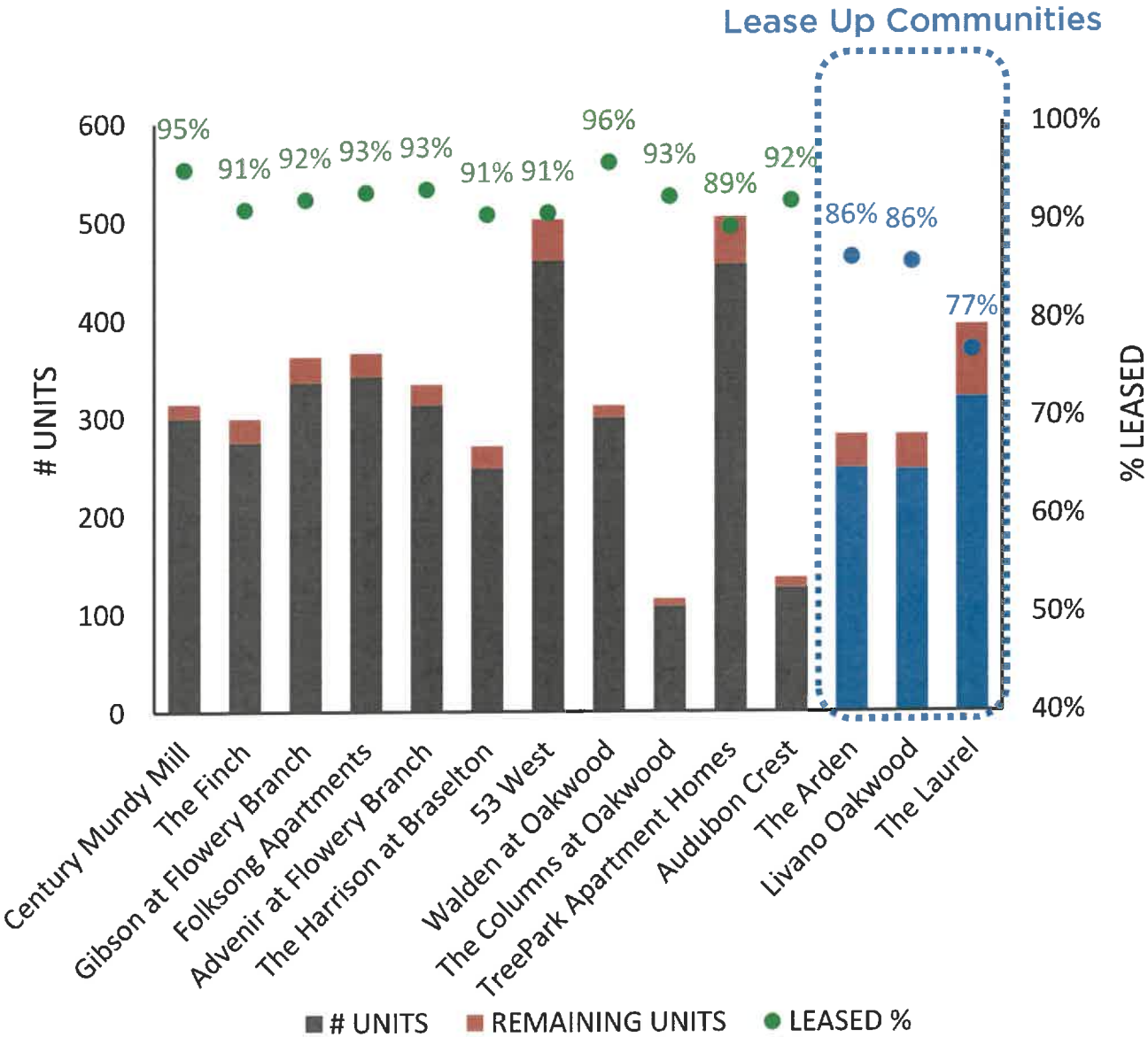
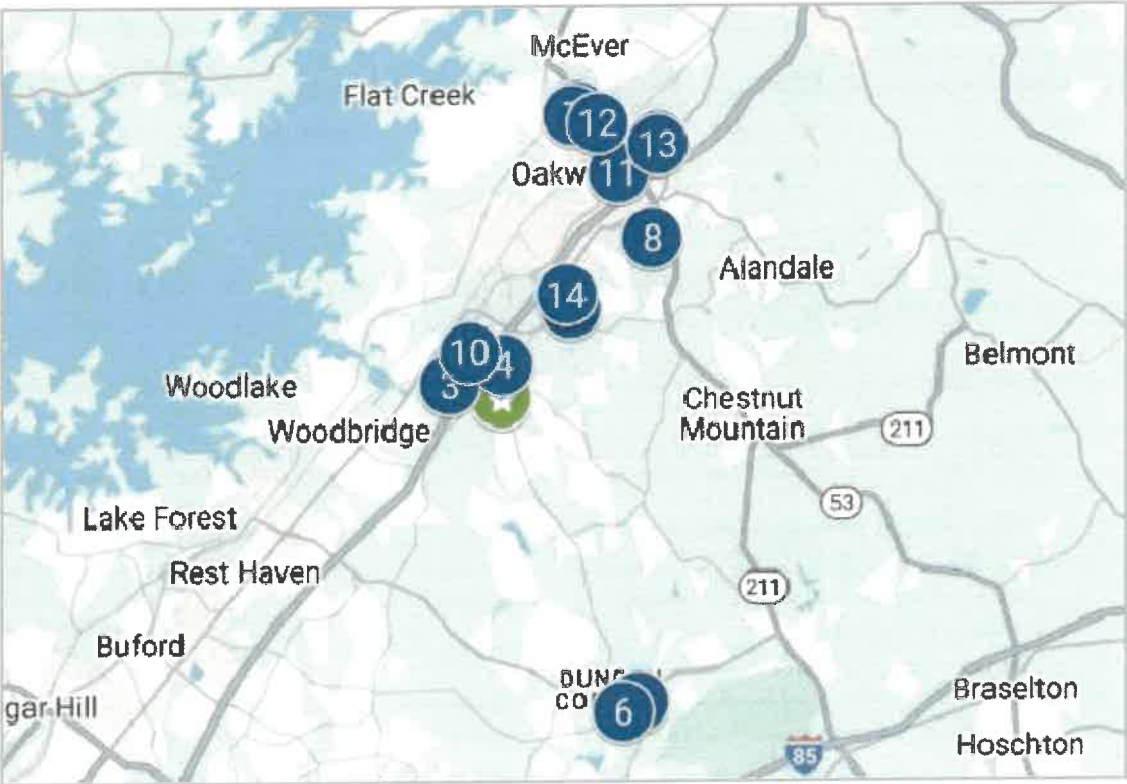
SURROUNDING MULTIFAMILY SUPPLY



Total Leasable Multifamily
Units Available
395 (~10% of All Units)

3 New Multifamily
Communities in Lease-Up
Avg. 83% Leased
143 Units (17%) Remaining

1 Community
Under Construction
348 units



NOTE: Multifamily Market of 50+ unit buildings. ~4,100 units across 14 properties ranging from 1999 vintage to 2024. Data as of April 2025

MULTIFAMILY - TRADITIONAL - DESIGN INTENT



MULTIFAMILY - VILLA DESIGN INTENT - FRONT LOADED VILLAS



MULTIFAMILY - VILLA DESIGN INTENT - REAR LOADED VILLAS



ILLUSTRATION PURPOSE ONLY



ILLUSTRATION PURPOSE ONLY



ILLUSTRATION PURPOSE ONLY



ILLUSTRATION PURPOSE ONLY



ILLUSTRATION PURPOSE ONLY



RIGHT ELEVATION



ILLUSTRATION PURPOSE ONLY



RIGHT ELEVATION

CLUBHOUSE DESIGN INTENT

- Curtesy Officer On-Site
- 24-Hour Maintenance
- Resort-Style Pool
- Outdoor Kitchen & Grill Area
- Dog Park
- Bike Storage
- Co-Working Space
- Coffee Bar
- Fitness Center & Yoga Studio
- Clubroom



AMENITY DESIGN INTENT



INTERIOR DESIGN INTENT



- Stainless Steel Appliances
- Large Kitchen Islands
- Designer Light Package
- Luxury Vinyl Flooring
- Granite Countertops
- Washer & Dryer
- Abundant Cabinet Space
- Walk-in Closets
- EV Car Charging





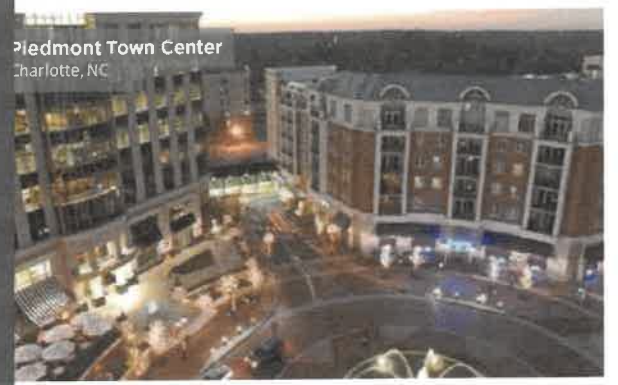
NOVEL Atherton
Charlotte, NC



Crescent Dilworth
Charlotte, NC



NOVEL NoDa
Charlotte, NC



Piedmont Town Center
Charlotte, NC



Crescent Stonewall Station
Charlotte, NC



Montage Palmetto Bluff
Bluffton, SC

THANK YOU



WWW.CRESCENTCOMMUNITIES.COM



CITY OF FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY



SUBJECT: 2026 Call for Special Election for Post 3 Vacancy

DATE: July 15, 2026

COUNCIL ACTION REQUESTED ON: July 16, 2026 City Council Meeting

BUDGET INFORMATION:

PURPOSE: To fill the unexpired term for Post Three on City Council

HISTORY: The Office of Post Three on City Council has become vacant and the Charter for the City of Flowery Branch mandates that a special election be called by the remaining members of City Council for the purpose of electing a candidate to fill the balance of the unexpired term for Post Three on City Council

FACTS & ISSUES: Pursuant to O.C.G.A. § 21-2-540(c)(1)(B), the only remaining day in 2026 on which a special municipal election may be held is November 3 and any runoff election must be held on December 1, 2026; and

OPTIONS:

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 26-014 to Call for a Special Election to fill the City of Flowery Branch City Council Post Three Vacancy.

DEPARTMENT: Administration
PREPARED BY: Shelia Cooper, City Clerk

Resolution 26-014

A RESOLUTION TO CALL A SPECIAL ELECTION TO FILL THE CITY OF FLOWERY BRANCH CITY COUNCIL POST THREE VACANCY

WHEREAS, the governing authority of the City of Flowery Branch consists of a Mayor and five (5) Council Members; and

WHEREAS, the Office of Post Three on City Council has become vacant; and

WHEREAS, the Charter for the City of Flowery Branch mandates that a special election be called by the remaining members of City Council for the purpose of electing a candidate to fill the balance of the unexpired term for Post Three on City Council; and

WHEREAS, the Intergovernmental Agreement to Conduct Municipal Elections dated July 8, 2021 between the City of Flowery Branch, Hall County, and the Hall County Board of Elections and Registration provides that the Hall Board of Elections and Registration will undertake certain duties to conduct the election, including but not limited to publication of the call of the special election after approval by the City; and

WHEREAS, pursuant to O.C.G.A. § 21-2-540(c)(1)(B), the only remaining day in 2026 on which a special municipal election may be held is November 3 and any runoff election must be held on December 1, 2026; and

WHEREAS, O.C.G.A. § 21-2-131 mandates the formula for determining the qualifying fee to run for the office of Post Three on City Council; and

WHEREAS, various provisions of Georgia statutory law found in Chapter Two of Title Twenty One of the O.C.G.A. prescribe the days, times, and hours during which qualifying may be held; and

NOW THEREFORE, the City Council of the City of Flowery Branch hereby resolves as follows:

1. A special election is hereby called to fill the unexpired term for Post Three on City Council.
2. The election shall be held on November 3, 2026. If a runoff election is necessary, then the runoff election shall be held on December 1, 2026.
3. Qualifying for candidates shall be at Flowery Branch City Hall, 5410 Pine Street, Flowery Branch, Georgia 30542 beginning at 8:30 a.m. on Monday, August 10, 2026 and ending at 4:30 p.m. on Wednesday, August 12, 2026.
4. Pursuant to O.C.G.A. § 21-2-131(a)(1)(B) the qualifying fee for candidates shall be \$216.00.
5. The last day to register to vote in the election shall be October 5, 2026. Advance voting for this election shall begin Tuesday, October 13, 2026 and shall continue until October 30, 2026 at Flowery Branch City Hall, 5410 Pine Street, Flowery Branch, Georgia. Advance voting shall be from 8:00 AM until 5:00 PM Monday through Friday and 9:00 AM until 5:00 PM on Saturdays. Absentee ballot requests will be available at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia beginning August 17, 2026. On November 3, 2026, voters may cast ballots at their regular Hall County polling locations.
6. The Municipal Elections Qualifying Officer for the City of Flowery Branch and the Hall County Board of Elections and Registration are hereby authorized to execute all necessary documents, to publish all required notices, and to proceed in accord with this resolution and the Georgia Election Code for the special election authorized pursuant to this resolution and the Intergovernmental Agreement to Conduct Municipal Elections dated July 8, 2021 between the City of Flowery Branch, Hall County, and the Hall County Board of Elections and Registration.

SO RESOVLED, this 15th day of July, 2026.

ATTEST:

CITY OF FLOWERY BRANCH

By: _____
Shelia R. Cooper, City Clerk

By: _____
Oliver McClellan, Mayor



CITY OF FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution Number 26-015 Amendment to Installment Sale Agreement

DATE: July 15, 2026

COUNCIL ACTION REQUESTED ON: July 15, 2026

BUDGET INFORMATION:

Approval of this resolution does not, by itself, create a new appropriation. Rather, it authorizes the City to approve and execute the required amendment to the existing Installment Sale Agreement so that the additional Church Street properties may be formally added to the 2020 Old Town Project for governmental public purposes. This action is also a necessary step before disbursement from the 2020 TAD Bond Project Fund may occur, as noted in the prior executive summary prepared for the reimbursement resolution. This would allow for a reimbursement from the bond funds to the General Fund as long as the property is used for governmental public purposes.

PURPOSE: Approval of Resolution 26-015 authorizing the City to approve and execute an Amendment to the Installment Sale Agreement with the Gainesville and Hall County Development Authority to add the real property located at 5611, 5615, and 5621 Church Street to the 2020 Old Town Project.

HISTORY: In 2020, the Gainesville and Hall County Development Authority issued its \$4,995,000 Revenue Bonds for the City of Flowery Branch Old Town Project. The bonds were issued pursuant to a Trust Indenture dated March 1, 2020, between the Authority and Regions Bank, as Trustee. In connection with the bond issuance, the Authority and the City entered into an Installment Sale Agreement dated March 1, 2020, which was recorded in the Hall County Deed Records. The 2020 Old Town Project includes certain public parks, sidewalks, streetscapes, parking, and bike-pedestrian paths in the City's historic downtown center.

The City has acquired additional real property on Church Street as part of the continued redevelopment of Old Town. The proposed amendment adds the additional real property described on Schedule 1 to the Project under the existing Agreement.

FACTS & ISSUES: The proposed resolution approves an Amendment to the existing Installment Sale Agreement between the Gainesville and Hall County Development Authority and the City. The purpose of the amendment is to add the real property described on Schedule 1 to the existing Project, so that the additional property becomes part of the Project for all purposes under the Agreement.

The properties identified in Schedule 1 include 5611 Church Street, Parcel 08112A002007; 5615 Church Street, Parcel 08112A002008; and 5621 Church Street, Parcel 08112A002009. The amendment specifically states that the additional property will be used for governmental public purposes as part of the redevelopment of Old Town.

The resolution authorizes the Mayor and City Clerk to execute and deliver the Amendment on behalf of the City, substantially in the form attached to the resolution, subject to minor changes, insertions, and omissions approved by the Mayor. The resolution also authorizes the proper officers and employees of the City to take actions necessary to acquire title to the additional real estate and convey title to the Authority by Limited Warranty Deed.

The existing Agreement will remain in full force and effect except as specifically amended. The Trustee's consent is included in the amendment documents, with Regions Bank consenting as Trustee under the March 1, 2020 Indenture of Trust.

Approval of this agenda item is the next required step following the City's prior reimbursement resolution regarding the use of remaining 2020 TAD Bond proceeds for eligible land acquisition costs. That prior executive summary noted that disbursement from the Project Fund could not occur until the installment sale agreement was amended and approved by both the City and the Development Authority.

OPTIONS: 1) Approve Resolution 26-015 as presented.
2) Deny Resolution 26-015.
3) Approve Resolution 26-015 with modifications.

RECOMMENDED SAMPLE MOTION: I move to approve Resolution 26-015 authorizing the City to approve and execute the Amendment to the Installment Sale Agreement with the Gainesville and Hall County Development Authority to add the additional Church Street properties to the 2020 Old Town Project for governmental public purposes.

DEPARTMENT: Administration
PREPARED BY: Tonya Parrish, City Manager

RESOLUTION 26-015

RESOLUTION OF THE CITY OF FLOWERY BRANCH, GEORGIA APPROVING AN AMENDMENT TO THE INSTALLMENT SALE AGREEMENT RELATED TO THE CITY OF FLOWERY BRANCH OLD TOWN PROJECT TO ADD CERTAIN REAL PROPERTY TO THE PROJECT; AUTHORIZING RELATED ACTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Gainesville and Hall County Development Authority (the “Issuer”) heretofore issued its \$4,995,000 Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020 (the “Series 2020 Bonds”); and

WHEREAS, the Series 2020 Bonds were issued pursuant to a Trust Indenture, dated as of March 1, 2020 (the “Indenture”), between the Issuer and Regions Bank, as Trustee (the “Trustee”); and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Issuer and the City of Flowery Branch, Georgia (the “City”) entered into an Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8440, pages 587-618, Hall County Deed Records; and

WHEREAS, the Project (as defined in the Agreement) consists of certain public parks, sidewalks, streetscapes, parking, and bike-pedestrian paths in the City’s historic downtown center (colloquially known as “Old Town), the real and personal property comprising the Project being more particularly described on Exhibit “A” attached to the Agreement; and

WHEREAS, the Issuer and the City have agreed to enter into that certain Amendment to Installment Sale Agreement, dated as of August 1, 2026 (the “Amendment”), for the purpose of adding the real property described on **Schedule 1** to the Amendment (the “Additional Real Estate”) to the Project;

WHEREAS, the Issuer and the City have determined that an amendment of the Agreement for such purpose is permitted under the terms of the Agreement and the Indenture; and

WHEREAS, Section 13.01 of the Indenture provides that the Trustee may consent to any amendment to the Agreement without the consent of or notice to the Bondholders provided such amendment is permitted by the provisions of the Agreement; and

NOW, THEREFORE, be it and it is hereby resolved as follows:

1. The City hereby approves the Amendment, a copy of which is attached hereto as **Exhibit “A,”** and by reference made a part hereof.

2. The Issuer is hereby requested to prepare, execute, and deliver all documents and certificates deemed necessary or desirable in order to carry out and comply with the terms and provisions of this Resolution.

3. The Mayor and City Clerk are hereby authorized to execute and deliver the Amendment on behalf of the City substantially in the form attached hereto as **Exhibit “A,”** subject to such minor changes, insertions and omissions as may be approved by the Mayor, and the execution of the Amendment by said Mayor as hereby authorized shall be conclusive evidence of any such approval.

4. The proper officers and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to (i) acquire title to the Additional Real Estate, and (ii) convey title to the Additional Real Estate to the Issuer by Limited Warranty Deed. Said officers/employees are further authorized, empowered and directed to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary to carry out and comply with the provisions of the Amendment and this resolution.

5. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

6. Except as specifically amended as provided herein, the Agreement is in all other respects ratified and affirmed.

7. This Resolution shall be effective immediately upon its adoption.

RESOLVED, ADOPTED AND APPROVED, this ____ day of _____, 2026.

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(CITY SEAL)

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

CLERK'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Sheila Cooper, City Clerk of the City of Flowery Branch, Georgia, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a resolution adopted by the Council of the City at an open public meeting duly called and lawfully assembled on the ____ day of _____, 2026, the original of said resolution being duly recorded in the Minute Book of the Council of said City, which minute book is in my custody and control.

WITNESS my hand and the official seal of the City of Flowery Branch, Georgia, this ____ day of _____, 2026.

City Clerk

(SEAL)

Schedule 1

Legal Description

5611 Church Street – Parcel 08112A002007

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

BEGINNING at a ½" rebar found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the southwesterly right of way of Bailey Drive (apparent 15-foot public right of way), that is the **POINT OF BEGINNING**; thence along the southwesterly right of way of Bailey Drive South 55°18'12" East a distance of 116.00 feet to a point; thence leaving said right of way South 35°40'35" West a distance of 70.84 feet to a ½" rebar found; thence North 54°15'35" West a distance of 115.95 feet to a ¾" open top pipe found on the southeasterly right of way of Church Street; thence along said right of way North 35°39'08" East a distance of 68.73 feet to a ½" rebar found, being the **POINT OF BEGINNING**. Said tract contains 0.186 Acres.

5615 Church Street – Parcel 08112A002008

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at a ½" rebar found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the southwesterly right of way of Bailey Drive (apparent 15-foot public right of way); thence along the southeasterly right of way of Church Street South 35°39'08" West a distance of 68.73 feet to a ¾" open top pipe found, that is the **POINT OF BEGINNING**; thence leaving said right of way South 54°15'35" East a distance of 115.95 feet to a ½" rebar found; thence South 35°42'13" West a distance of 69.40 feet to a point; thence North 54°14'49" West a distance of 116.01 feet to a ¾" open top pipe found on the southeasterly right of way of Church Street; thence along said right of way North 35°45'10" East a distance of 69.37 feet to a ¾" open top pipe found, being the **POINT OF BEGINNING**. Said tract contains 0.185 Acres.

5621 Church Street – Parcel 08112A002009

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

BEGINNING at a $\frac{3}{4}$ " open top pipe found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the northeasterly right of way of Martin Street (apparent 20-foot public right of way), that is the **POINT OF BEGINNING**; thence continuing along the right of way of Church Street North $35^{\circ}30'58''$ East a distance of 200.05 feet to a $\frac{3}{4}$ " open top pipe found; thence leaving said right of way South $54^{\circ}14'49''$ East a distance of 116.01 feet to a point; thence South $35^{\circ}42'13''$ West a distance of 10.00 feet to a point; thence South $54^{\circ}14'53''$ East a distance of 23.24 feet to a point; thence South $35^{\circ}07'20''$ West a distance of 97.64 feet to a $\frac{3}{4}$ " open top pipe found; thence South $35^{\circ}51'28''$ West a distance of 92.19 feet to a $\frac{1}{2}$ " rebar found on the northeasterly right of way of Martin Street; thence along said right of way North $54^{\circ}20'15''$ West a distance of 139.34 feet to a $\frac{3}{4}$ " open top pipe found, being the **POINT OF BEGINNING**. Said tract contains 0.635 Acres.

AMENDMENT TO INSTALLMENT SALE AGREEMENT

THIS AMENDMENT TO INSTALLMENT SALE AGREEMENT (“Amendment”), by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate duly organized and existing under the laws of the State of Georgia (the “Issuer”), and the **CITY OF FLOWERY BRANCH, GEORGIA**, a municipal corporation of the State of Georgia (the “City”).

RECITALS

WHEREAS, the Issuer and the City entered into an Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8440, pages 587-618, Hall County Deed Records; and

WHEREAS, as permitted under Section 1301 of the Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as Trustee, the Issuer and the City wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Amendment, the Issuer and the City covenant and agree as follows:

1.

All capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

2.

The Agreement is hereby amended by adding the real property described on **Schedule 1** attached to this Amendment to the description of the Project set forth on Exhibit “A” to the Agreement (the “Additional Real Property”). The effect of this amendment is to provide that from and after the date of this Amendment the Additional Real Property shall become part of the Project for all purposes under the Agreement. To that end, Exhibit “A” to the Agreement is hereby amended to add a paragraph 6 as follows:

6. The acquisition of that certain real property described on Schedule 1 attached hereto (the “Additional Property”) to be used for governmental public purposes as part of the redevelopment of Old Town.

3.

The Agreement shall remain in full force and effect, except as specifically amended by this Amendment.

4.

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

5.

This Amendment shall be governed by and construed in accordance with the laws of the State.

6.

This Amendment is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Issuer and the City have caused this Amendment to be executed under seal by their duly authorized officers, as of the 1st day of August, 2026.

**GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**

As to the Authority, signed, sealed
and delivered in the presence of:

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

Witness

Notary Public

My commission expires: _____

(Notarial Seal)

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

As to the City, signed, sealed
and delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(Notarial Seal)

CONSENT OF TRUSTEE

The foregoing Amendment is consented to by the Trustee, as of the 1st day of August, 2026.

REGIONS BANK, as Trustee
under the Indenture of Trust dated
as of March 1, 2020

By: _____

Name: _____

Title: _____

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of an Intergovernmental Agreement (IGA) with Hall County Concerning Maintenance of Hog Mountain Road

DATE: July 15, 2026

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: July 15, 2026. Approval of an Intergovernmental Agreement (IGA) with Hall County for Maintenance of Sections of Hog Mountain Road

PURPOSE: Adoption of the proposed intergovernmental agreement (IGA) between the City and Hall County would bring to an end the County's pending objection to the annexation of 4651 and 4665 Hog Mountain Road and establish that the City is responsible for maintenance on a stretch of the Road between Spout Springs and the roundabout at Cash Road. This would then allow the City to make decisions regarding the annexation and zoning without having to appear before an annexation arbitration panel comprised of local officials never elected to represent Flowery Branch or Hall County. Further, the IGA provides that the City will become responsible for maintenance of Hog Mountain Road between the roundabout at Cash Road and Falcon Parkway after the County repaves the road in fiscal year 2028. In exchange for accepting the maintenance of these sections of the road, the County will forego annexation objections along each portion once responsibility for those sections is taken over by the City.

HISTORY: Hall County objected to the proposed and pending annexation of 4651 and 4665 Hog Mountain Road. An annexation arbitration panel has been appointed by the Georgia Department of Community Affairs and the panels deliberations are currently suspended while the City and County attempt to resolve the objection. Prior to the annexation objection, the County has wanted the City to take over all of the responsibility for maintenance of Hog Mountain Road from Spout Springs to Falcon Parkway (portions of it along that stretch are already in the City and being maintained by the City, but other portions remain in the unincorporated area and thus must be maintained by the County government). As a result of negotiations between the City and County governments, this mutually beneficial compromise has been worked out and reduced to writing.

RECOMMENDED SAMPLE MOTION: I move that the City Council approve the proposed IGA with Hall County related to maintenance of Hog Mountain Road.

DEPARTMENT: Legal

Prepared by: Ted Baggett

STATE OF GEORGIA

COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT BETWEEN HALL COUNTY, GEORGIA AND THE CITY OF FLOWERY
BRANCH, GEORGIA REGARDING MAINTENANCE OF HOG MOUNTAIN ROAD**

This Intergovernmental Agreement (this “Agreement”) is entered into by and between Hall County, Georgia, a political subdivision of the State of Georgia (“Hall County”) and the City of Flowery Branch, Georgia, a municipal corporation of the State of Georgia (“Flowery Branch”), collectively referred to herein as the “Parties,” for the purpose of setting forth the responsibilities of each party regarding the maintenance of a portion of Hog Mountain Road located variously in unincorporated Hall County and Flowery Branch.

WITNESSETH

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers counties and municipalities to cooperate with each other and to that end enter into intergovernmental agreements with each other for the provision of services and the joint or separate use of facilities or equipment for a period not to exceed fifty (50) years; and

WHEREAS, Hall County and Flowery Branch desire to enter into this Agreement whereby Flowery Branch will undertake the current and future expense of maintaining a section of Hog Mountain Road, a public road that lies partly within the unincorporated area of Hall County and partly within the incorporated limits of Flowery Branch, beginning at the intersection of Hog Mountain Road and Spout Springs Road, at the southwest, and continuing to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), at the north, where the section to be maintained will end, which section consists of approximately 1.34 miles located within the incorporated limits of Flowery Branch and approximately 0.06 miles located within the unincorporated area of Hall County; and

WHEREAS, Hall County previously adopted a Resolution on April 6, 2026, objecting under O.C.G.A. § 36-36-113 to the notice of an annexation application filed by Highpoint Development with Flowery Branch regarding property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, with notice of said objection having been timely served on or about April 9, 2026, in accordance with Georgia law; and

WHEREAS, the Parties desire to resolve matters relating to said annexation and establish a cooperative long-term framework regarding future annexations and roadway maintenance responsibilities along the Hog Mountain Road corridor described above; and

WHEREAS, Flowery Branch is willing to assume immediate maintenance responsibilities for that section of Hog Mountain Road located between the intersection of Hog Mountain Road and Spout Springs Road and the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout, those portions of the roadway located in the unincorporated area of Hall County; and

WHEREAS, Flowery Branch is willing to assume future maintenance responsibilities for that section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), those portions of the roadway presently located within the unincorporated area of Hall County, upon Hall County's completion of its scheduled Fiscal Year 2028 resurfacing and repaving project for the unincorporated portion of said roadway corridor; and

WHEREAS, the Parties desire to enter into this Agreement to work cooperatively for the benefit, safety, and welfare of the citizens of Hall County and Flowery Branch; and

WHEREAS, the Parties hereto are authorized by law to undertake and provide the services and obligations set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and contract with each other as follows:

I.

CITY OF FLOWERY BRANCH, GEORGIA'S RESPONSIBILITIES

A. Immediate Maintenance Assumption

Effective upon execution of this Agreement, Flowery Branch agrees to accept into its municipal road system for maintenance the entire section of Hog Mountain Road beginning at the intersection of Hog Mountain Road and Spout Springs Road and extending northward to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout to the existing city limits.

Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with that portion of the roadway, including but not limited to paving, resurfacing, patching, striping, vegetation control, shoulder maintenance, drainage maintenance, debris removal, signage, and other associated roadway maintenance activities.

B. Future Maintenance Assumption

Flowery Branch shall further accept into its municipal road system for maintenance the entire section of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive northward to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13)

upon completion by Hall County of its scheduled Fiscal Year 2028 resurfacing and repaving project for that portion of the roadway.

Upon receipt of written notice from Hall County that the resurfacing and repaving project has been completed and accepted by Hall County, Flowery Branch shall, within thirty (30) days after receipt of such written notice, formally accept the remaining portion of Hog Mountain Road into its municipal road maintenance system. Until the effective date of such acceptance, Hall County shall retain responsibility for maintenance of that portion of the roadway.

Upon such acceptance, Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with said portion of the roadway in the same manner as described in I.A above relating to the first section of the roadway corridor.

The Parties acknowledge that the two different portions of the roadway to be accepted by Flowery Branch for present and future maintenance under this Agreement are currently located within the unincorporated area of Hall County, each consisting of approximately .62 lane miles, with the remaining approximately 1.34 lane miles of Hog Mountain Road lying between Spout Springs Road and Falcon Parkway presently located within the incorporated limits of Flowery Branch.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

A. Withdrawal of Pending Objection

Upon execution of this Agreement, Hall County agrees to withdraw its pending objection adopted pursuant to a Resolution dated April 6, 2026, concerning the proposed annexation of property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, notice of which objection was served on or about April 9, 2026.

B. Future Annexation Objections

Effective upon execution of this Agreement and Flowery Branch's acceptance of the portion of Hog Mountain Road extending from its intersection with Spout Springs Road to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive into its municipal road maintenance system pursuant to Section I.A of this Agreement, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that portion of Hog Mountain Road.

Upon Hall County providing the written notice described in Section I.B that the resurfacing and repaving project described in Section II.C has been completed and accepted by Hall County, and upon Flowery Branch's acceptance of the portion of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive to Falcon Parkway (Ga. 13) into its municipal road maintenance system pursuant to Section I.B, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that remaining portion of Hog Mountain Road.

The Parties acknowledge that Hall County's agreement set forth in this Section II.B not to object to future annexation applications constitutes a material part of the consideration supporting this Agreement. Hall County's obligations under this Section II.B are expressly conditioned upon Flowery Branch's continued performance of its maintenance obligations under Section I of this Agreement. In the event Flowery Branch materially breaches those obligations and fails to cure such breach in accordance with Section V of this Agreement, Hall County's obligations under this Section II.B shall cease upon the effective termination of this Agreement. Nothing contained in this Section II.B shall be construed as limiting Hall County's authority to object to annexation applications involving properties not expressly described in this Agreement. The Parties acknowledge that the covenants contained in this Section II.B are contractual in nature and are intended to be binding upon their respective successors and governing authorities during the term of this Agreement.

C. Repaving Project

Hall County agrees to undertake and manage the resurfacing and repaving of the entire section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13) as part of Hall County's scheduled Fiscal Year 2028 roadway resurfacing program, including those portions of the roadway that are presently located entirely within the incorporated area of Flowery Branch.

Hall County shall determine the timing, contractor selection, project specifications, and management of the paving project in its reasonable discretion and subject to applicable procurement laws, budgetary approval, and funding availability.

III. COOPERATION

The Parties agree to cooperate in good faith and execute such additional agreements, resolutions, road acceptance documents, certifications, notices, and other instruments as may be reasonably necessary to effectuate the transfer of maintenance responsibilities contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

IV.
ASSIGNMENT

Neither party may assign this Agreement or any responsibilities or obligations hereunder to any third party without prior written consent of the other party.

V.
BREACH

In the event of an alleged breach of this Agreement, the non-breaching party shall provide written notice specifying the nature and extent of the alleged breach to the other party as prescribed herein and shall allow thirty (30) days from the date of receipt of that notice for the other party to cure the alleged breach.

If the alleged breach is not cured within said thirty (30) day period, then the non-breaching party may serve a subsequent written notice of termination of this Agreement, and this Agreement will automatically terminate as of the date of receipt of the subsequent (second) notice.

In the event of notice of an alleged breach, the Parties shall continue to perform their responsibilities and obligations under this Agreement during the applicable cure period unless otherwise mutually agreed upon by the Parties in writing. Nothing herein shall limit any rights and remedies otherwise available at law or equity.

VI.
TERM OF AGREEMENT

This Agreement shall become effective upon the date of the last executed signature below (the "Effective Date") and shall remain in effect until the earliest to occur of: (1) fifty (50) years from the Effective Date; (2) termination pursuant to Section V of this Agreement; or (3) the date upon which every Hall County tax parcel adjoining, abutting, or having frontage on Hog Mountain Road between its intersection with Spout Springs Road and its intersection with Falcon Parkway (Ga 13) has been annexed into the City of Flowery Branch.

VII.
NOTICE

All notices required or permitted under this Agreement must be in writing and shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or sent by overnight delivery to the following addresses:

Hall County, Georgia:
County Administrator
Hall County Government Center
2875 Browns Bridge Road

City of Flowery Branch, Georgia:
City Manager
5410 Pine Street
Flowery Branch, GA 30542

Gainesville, Georgia 30504

Either party may change its notice address by written notice provided in accordance with this Section.

VIII.

COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the matters covered herein and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

IX.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both Parties.

X.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

XI.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

XII.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

XIII.

STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

**XIV.
IMMUNITIES**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the Parties hereto by the laws of the State of Georgia or by federal law.

**XV.
AUTHORIZATION**

The Parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Justin R. Lawhon, County Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

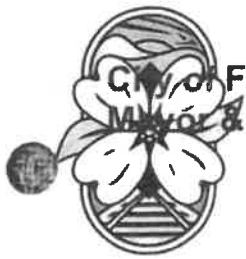
THE CITY OF FLOWERY BRANCH, GEORGIA

By: _____
Oliver McClellan, Mayor

Date: _____

ATTEST:

_____(SEAL)
City Clerk



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

Name : CHARLES VANDERBILT Month/Year 6/2026

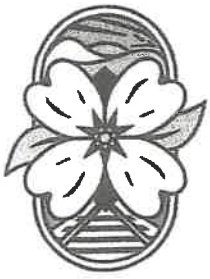
Meeting Date	Description of Meeting
6/9/2026	GHCC - Small Business Seminar
6/11/2026	GHCC - South Hall Business coalition
6/12/2026	GHCC - Economic Development Council
6/25/2026	GHCC - Board of Directors meeting

My signature certifies that I am eligible to be paid for 400.00 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 \$ 400.00

Charles Vanderbilt

Signature



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

Name: Joseph Mezzanotte Month/Year: 06/26

	Meeting Date	Description of Meeting
1.	6/3	G.H. CC - Digital Health Programs
2.	6/9	G.H. C.C. - Small Business Roundtable
3.	6/11	G.H. C.C. - S.H.B.C. - No G.M.C.
4.	6/25	G.H. C.C. - Board Meeting
5.		
6.		
7.		
8.		

My signature certifies that I am eligible to be paid for 4 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 \$ 400

Joseph Mezzanotte
Signature



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

Name: Oliver McClellan Month/Year: June 2026

	Meeting Date	Description of Meeting
1.	June 11th	South Hall Business Coalition - NGMC Braselton
2.	June 19th	EDC Executive Committee Meeting
3.		
4.		
5.		
6.		
7.		
8.		

My signature certifies that I am eligible to be paid for 2 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 \$ 200.00

Oliver McClellan

Signature



Memorandum

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

From: Chris McCrary, Planning and Community Development Director

Date: June 18th, 2026

Subject: Hemingway Subdivision Changes in Conditions. Ordinances 702 & 715

Applicant: Corbitt Woods
Walker Anderson Homes
390 Brogdon Road
Suwanee, GA 30024
404-210-9925

Owner: Walker Anderson Homes (Current HOA)
390 Brogdon Road
Suwanee, GA 30024

Existing Zoning: R-2

Location: Hemingway Subdivision. Platted Lots 3-15 & 44-46.

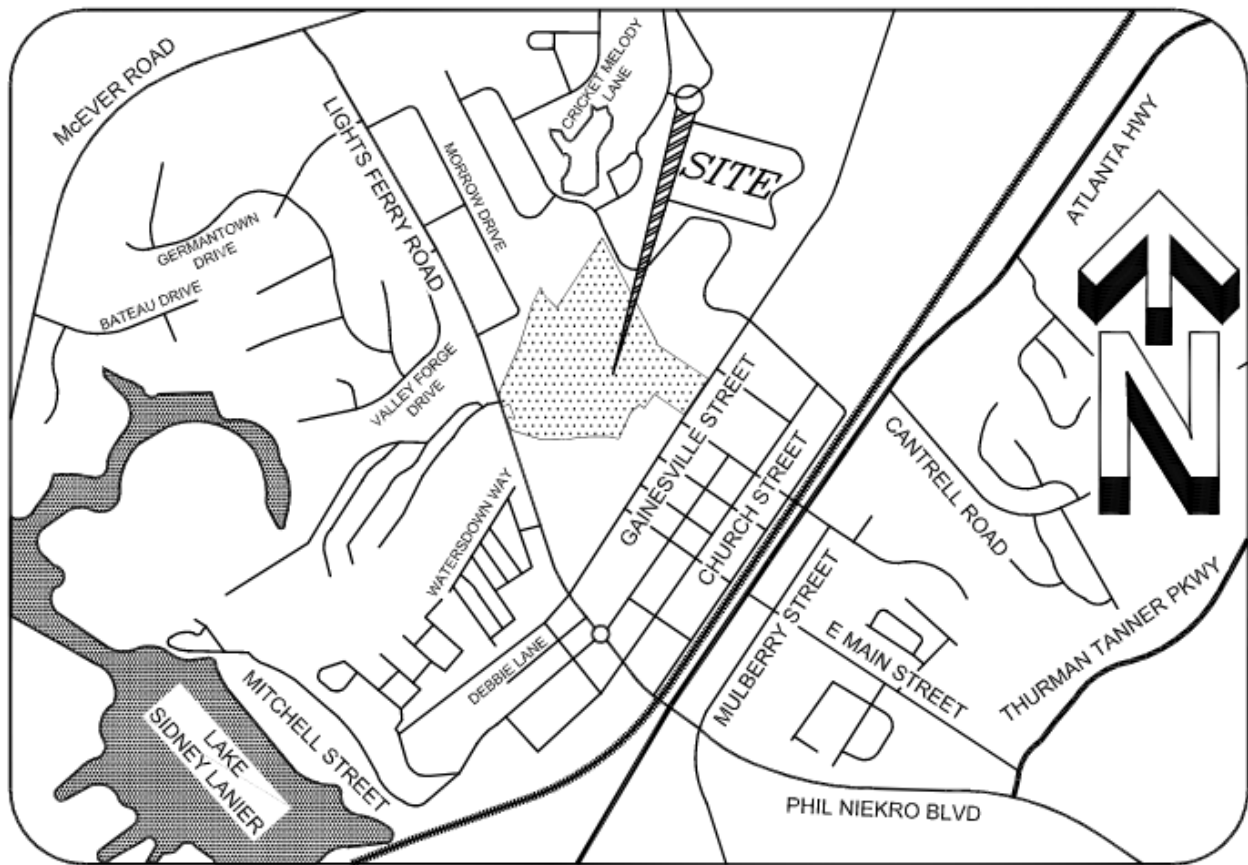
Proposed changes in conditions on ordinances 702 and 715 for the Hemingway subdivision located in the City of Flowery Branch at the corner of Gainesville Street and Spring Street include removing the required privacy fence behind Lots 3-15 & 44-46. The applicant is prepared to preserve the existing vegetation creating buffers and replant areas that have gaps.

Ordinance 702 — the applicant requests to amend conditions 5C and 9, and on 715 the applicant requests to amend conditions 5C and 8 for the reasons noted below.



Location Map:

Hemingway Subdivision. Platted Lots 3-15 & 44-46.



VICINITY MAP



Ordinance 702

5. Landscaping

- A. A full landscape plan shall be submitted at the time of land disturbance review.
- B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushes

C. Pond shall be fenced:

- a. 3 or 4 rail
- b. Black horse rail fencing
- c. Squared boards
- d. the fence design shall significantly adhere to the design as shown below:



- 9.** A fence along Lots 3 to 15 shall be required. Said fence will be five-foot wooden privacy, decorative in nature and shall be approved by staff. Fenced area should be but not limited to red line area as below:

Applicant proposes the following:

- Proposed change to **Condition 5C** is to allow the placement of a privacy fence rather than the design described in sub conditions a-d.
- Proposed change to **Condition 9**: After development, the area behind lots 3-8 is heavily vegetated and screens the adjoining property. Also, there is a drainage swale along this shared property line, which pre existed prior to development, with a large elevation change between the rear property line of the Hemingway lots with the adjoining properties. The request is to amend the condition to read to **add 3 evergreen trees on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8’ at time of planting and placed out of any drainage**



swale or area. Granting this request will allow an evergreen screen to grow over time, while not impacting the existing and preserved screening between lots 3-8.

Ordinance 715

5. Landscaping

- A. A full landscape plan shall be submitted at the time of land disturbance review.
- B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushes
- C.** Pond shall be fenced and the fence design shall significantly adhere to the design as shown below:



- 8. A fence along the red line (the rear property line from lot 39 to lot 48) as below to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.

Applicant proposes the following:

- Proposed change to **Condition 5C** is to allow the placement of a privacy fence rather than the design described in sub conditions a-d.
- **Condition 8** on 715 called for a fence behind lots 39-48 to screen the neighbors. We have installed a fence approved by city staff behind lots 46-51 to screen the neighbors. Lots 39-



46 have a wooded buffer between the city property that adjoins these lots. Also, there is a significant change in elevation between the Hemingway lots and the city property. A fence will do little to screen this change. Our request is to amend the condition to read to **add evergreen trees, 16-20' on center between lots 44-46 at the top of the shared property line.** Granting this request will allow an evergreen screen to grow over time, while not impacting the existing and preserved screening in place.

Recommendation for Ordinance 702A:

Staff recommend denial to the proposed revision to Condition 5C to allow an opaque privacy fence in lieu of the fence described in sub conditions a-d.

Staff recommend approval of the proposed revision to Condition 9 to now read as the following: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8’ at time of planting and placed out of any drainage swale or area. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

Recommendation for Ordinance 715A:

Staff recommend denial to the proposed revision to Condition 5C to allow an opaque privacy fence in lieu of the fence described in sub conditions a-c.

Staff recommend approval of the proposed revision to Condition 8 to now read as the following: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 44-46. Trees to be 6 – 8’ at time of planting. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

ORDINANCE NO. 702-A & 715-A

AN ORDINANCE AMENDING ZONING CONDITIONS FOR THE SINGLE-FAMILY COMMUNITY KNOWN AS "HEMINGWAY" SPECIFICALLY RELATING TO ORDINANCE NUMBERS 702 AND 715; TO CHANGE CONDITION 9 IN EXHIBIT C TO ORDINANCE 702; TO CHANGE CONDITION 8 IN EXHIBIT C TO ORDINANCE 715 ; TO PROVIDE FINDINGS, TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the single-family community known as Hemingway on recorded Final Plat revision dated March 3, 2026 in Plat Book 888, Pages 390-395 and as shown on Exhibit "A" was previously zoned so as to impose conditions deemed to be in the best interest of the public health, safety, and welfare; and

WHEREAS, the specific conditions being changed for the subdivision are shown on attached exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance of the City of Flowery Branch, Georgia; and

WHEREAS, the City Council held a public hearing at the meeting of June 18, 2026 duly noticed as prescribed by law and published in the Gainesville Times, regarding, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed modifications to the rezoning conditions of the current TND (Traditional Neighborhood Design) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposed clarification will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposed clarification is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed clarification could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned PUD.
4. This proposed clarification if approved is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposed clarification is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposed clarification is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zoning as opposed to the modified PUD.
8. The proposed clarification will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the clarification in the zoning district map, or change in use, on the character of a zoning district.
10. The proposed clarification is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. CONDITIONS.

The zoning of the subject parcels, as shown and described on Exhibit "A", to a TND (Traditional Neighborhood Design) are to continue to be subject to the same conditions imposed by Ordinance Number 702 and Ordinance Number 715, respectively, except for those conditions specifically altered as set forth in Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. 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 4. EFFECTIVE DATE.

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

SECTION 6. REPEALER

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

Adopted this _____ day of _____, 2026.

Oliver McClellan, Mayor

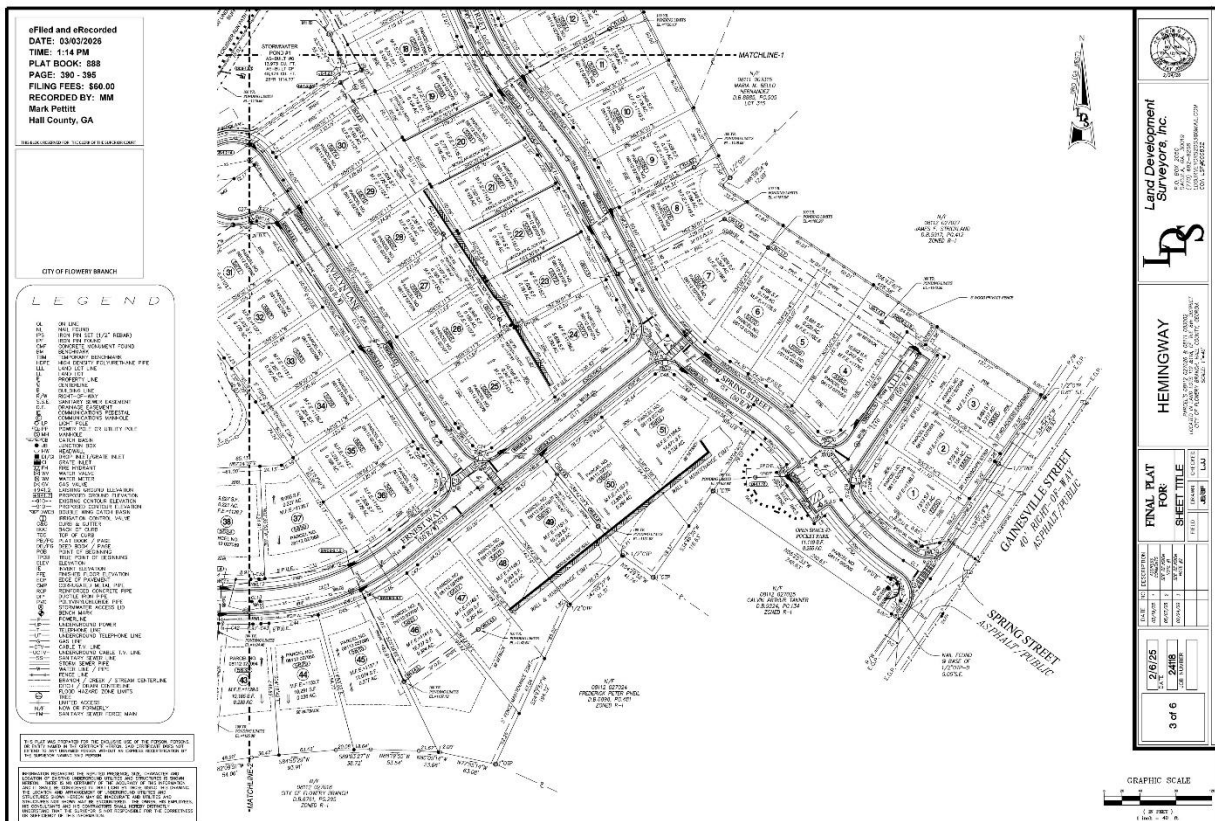
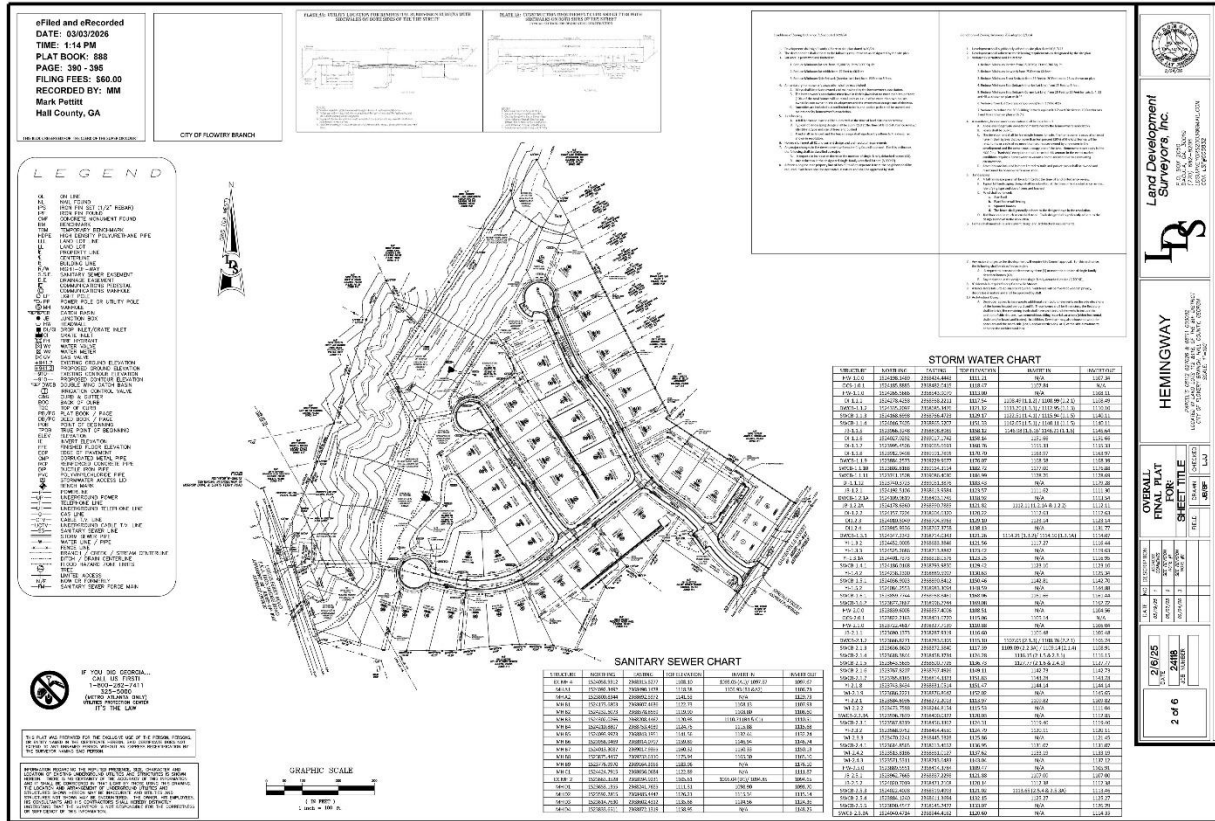
Shelia Cooper, City Clerk

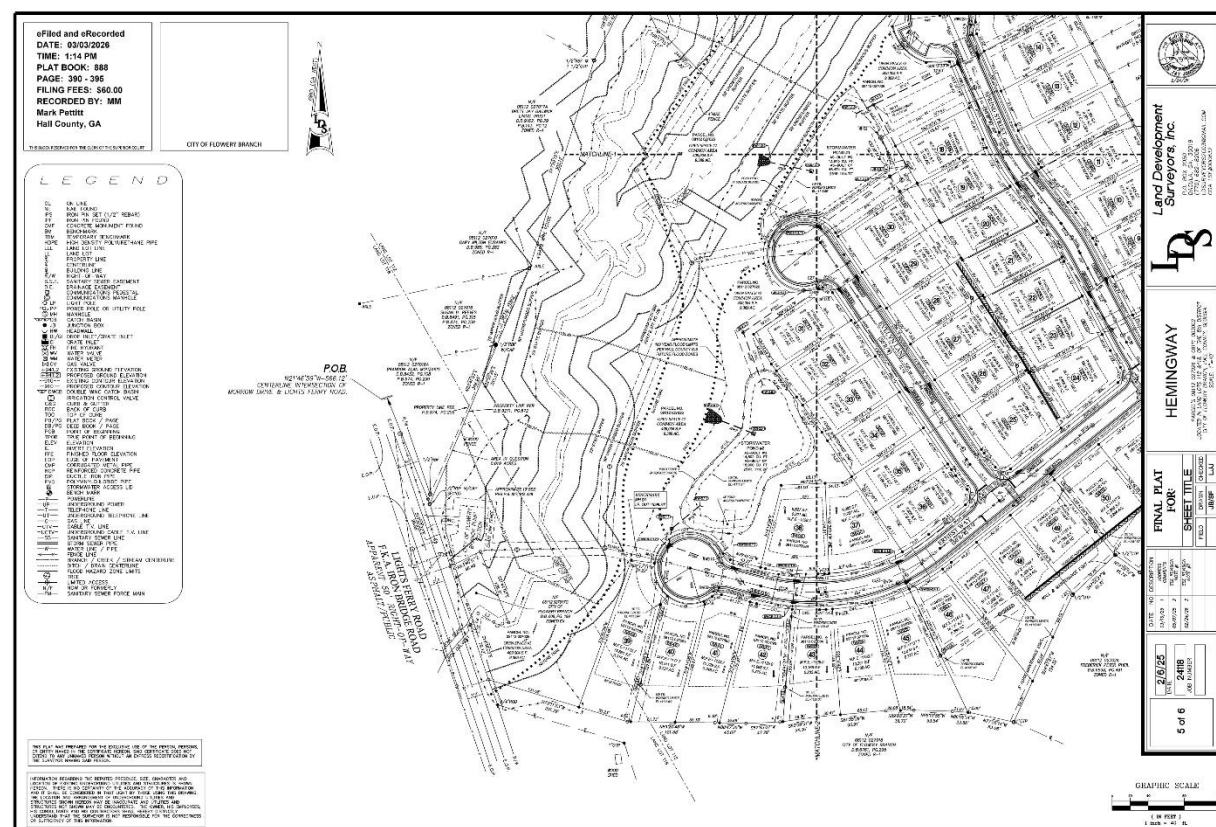
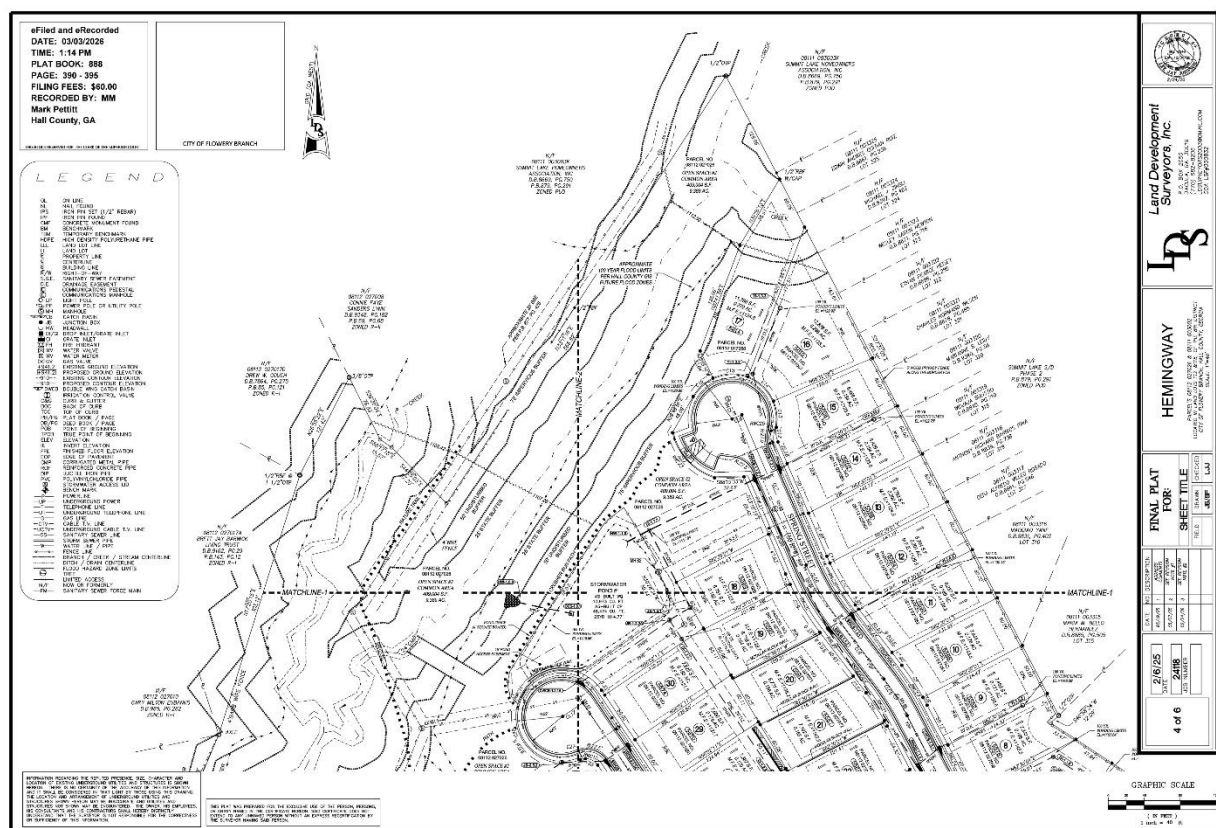
APPROVED AS TO FORM:

Ted Baggett, City Attorney

Hemingway Subdivision Final Plat revision dated March 3, 2026, in Plat Book 888, Pages 390-395.

Page 71 of 101





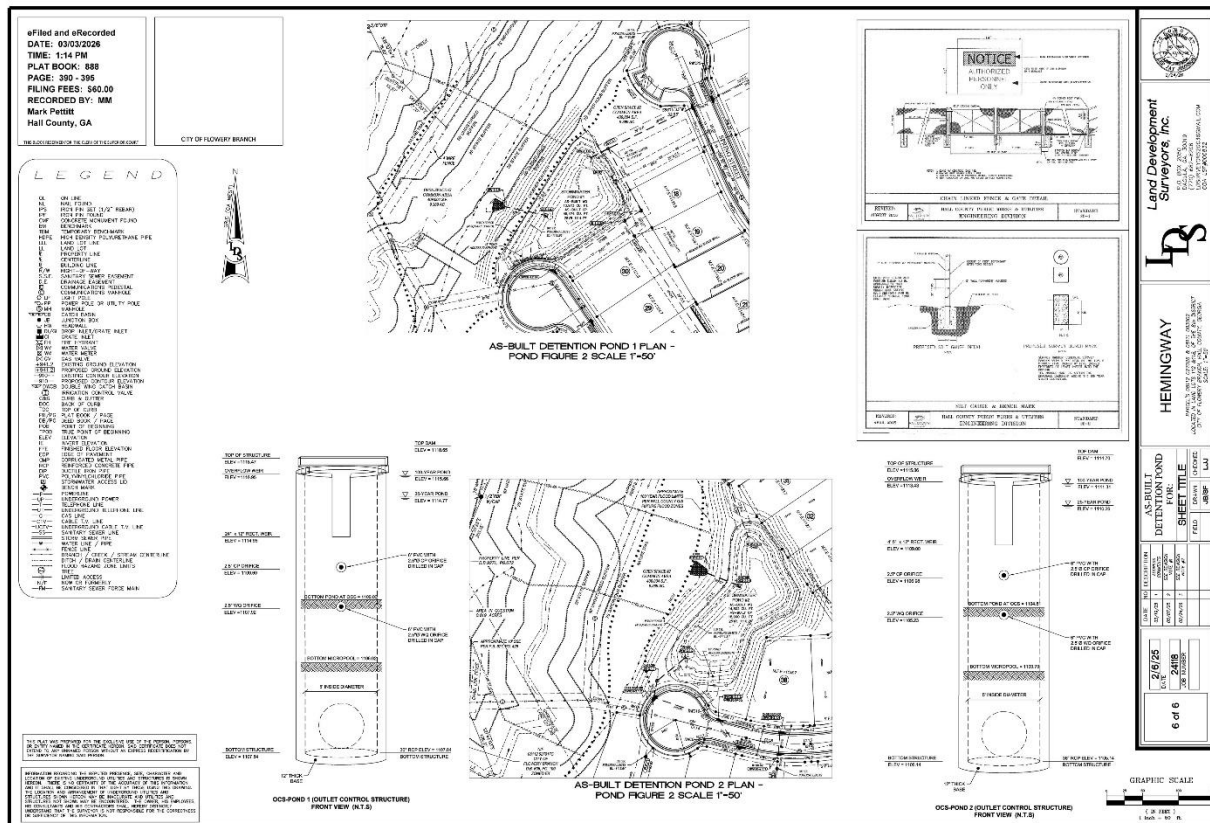


Exhibit B

Ordinance 702A:

Condition 9 listed in Exhibit C shall now read as follows: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 3, and 9-15 inclusive, in the side (3) or rear yards of lots 9-15. Trees to be 6 – 8’ at time of planting and placed out of any drainage swale or area. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

Ordinance 715A:

Condition 8 listed in Exhibit C is hereby repealed and replaced to now read as follows: **“In lieu of installing a privacy fence add evergreen trees and shrubs planted in staggered rows on lots 44-46. Trees to be 6 – 8’ at time of planting. Final landscape plan including density, species and placement shall be reviewed and approved by the Director of Planning and Community Development.”**

LEGEND

- OL ON LINE
- NL NAIL FOUND
- IPS IRON PVI SET (1/2" REBAR)
- IF IRON PVI FOUND
- CMF CONCRETE MONUMENT FOUND
- BM BENCHMARK
- TM TEMPORARY BENCHMARK
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- LL LAND LOT LINE
- FL FLOOD LINE
- CL CENTERLINE
- BL BUILDING LINE
- ROF RIGHT-OF-WAY
- SEW SANITARY SEWER EASEMENT
- DE DRAINAGE EASEMENT
- CD COMMUNICATIONS PEDESTAL
- CM COMMUNICATIONS MANHOLE
- LP LIGHT POLE
- PP POWER POLE OR UTILITY POLE
- MB MANHOLE
- CB CATCH BASIN
- JB JUNCTION BOX
- HW HEADWALL
- DI/DI DROP INLET/GRATE INLET
- GI GRATE INLET
- FI FIRE HYDRANT
- WM WATER METER
- GV GAS VALVE
- EG EXISTING GROUND ELEVATION
- PG PROPOSED GROUND ELEVATION
- CE EXISTING CONTOUR ELEVATION
- PE PROPOSED CONTOUR ELEVATION
- DB DOUBLE WING CATCH BASIN
- IC IRRIGATION CONTROL VALVE
- CO CURB & GUTTER
- BOC BACK OF CURB
- TOC TOP OF CURB
- FB/FB PLAT BOOK / PAGE
- DB/DB DEED BOOK / PAGE
- POB POINT OF BEGINNING
- TOB TRUE POINT OF BEGINNING
- ELEV ELEVATION
- ITE INVERT ELEVATION
- FTE FINISHED FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- DP DUCTILE IRON PIPE
- PPC POLYVINYLCHLORIDE PIPE
- SPC STORMWATER ACCESS LD
- BM BENCHMARK
- UP UNDERGROUND POWER
- TL TELEPHONE LINE
- UT UNDERGROUND TELEPHONE LINE
- CTV CABLE T.V. LINE
- UCV UNDERGROUND CABLE T.V. LINE
- SS SANITARY SEWER LINE
- SPC STORMWATER PIPE
- WL WATER LINE / PIPE
- FL FENCE LINE
- BR BRANCH / CREEK / STREAM CENTERLINE
- DL DITCH / DRAIN CENTERLINE
- FZ FLOOD HAZARD ZONE LIMITS
- TREE TREE
- LA LIMITED ACCESS
- NF NOW OR FORMERLY
- TH SANITARY SEWER FORCE MAIN



HEMINGWAY

PARCEL'S 08112 027028 & 08111 003002
LOCATED IN LAND LOTS 112 & 111, OF THE 16TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA
SCALE: 1"=50'

REFERENCE FOR CHANGE IN CONDITIONS REQUEST

LEGEND :

- INSTALLED SHADOWBOX FENCE - 6' TALL
- - - PROPOSED SHADOWBOX FENCE - 6' TALL
- INSTALLED RAIL FENCE - 4' TALL
- - - PROPOSED RAIL FENCE - 4' TALL
- INSTALLED EVERGREEN SCREEN
- PROPOSED PLANTINGS, SUBJECT TO DIRECTOR APPROVAL

P.O.B.
N21°46'59"W-566.12'
CENTERLINE INTERSECTION OF
MORROW DRIVE & LIGHTS FERRY ROAD.

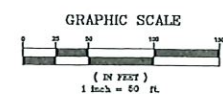


IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS REACKNOWLEDGMENT BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO GUARANTEE OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ASSUMPTIONS OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INADEQUATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

ROCK OF LOTS ALREADY
HEAVILY VEGETATED





CITY OF FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY



SUBJECT: 2026 Call for Special Election for Post 3 Vacancy

DATE: July 15, 2026

COUNCIL ACTION REQUESTED ON: July 16, 2026 City Council Meeting

BUDGET INFORMATION:

PURPOSE: To fill the unexpired term for Post Three on City Council

HISTORY: The Office of Post Three on City Council has become vacant and the Charter for the City of Flowery Branch mandates that a special election be called by the remaining members of City Council for the purpose of electing a candidate to fill the balance of the unexpired term for Post Three on City Council

FACTS & ISSUES: Pursuant to O.C.G.A. § 21-2-540(c)(1)(B), the only remaining day in 2026 on which a special municipal election may be held is November 3 and any runoff election must be held on December 1, 2026; and

OPTIONS:

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 26-014 to Call for a Special Election to fill the City of Flowery Branch City Council Post Three Vacancy.

DEPARTMENT: Administration
PREPARED BY: Shelia Cooper, City Clerk

Resolution 26-014

A RESOLUTION TO CALL A SPECIAL ELECTION TO FILL THE CITY OF FLOWERY BRANCH CITY COUNCIL POST THREE VACANCY

WHEREAS, the governing authority of the City of Flowery Branch consists of a Mayor and five (5) Council Members; and

WHEREAS, the Office of Post Three on City Council has become vacant; and

WHEREAS, the Charter for the City of Flowery Branch mandates that a special election be called by the remaining members of City Council for the purpose of electing a candidate to fill the balance of the unexpired term for Post Three on City Council; and

WHEREAS, the Intergovernmental Agreement to Conduct Municipal Elections dated July 8, 2021 between the City of Flowery Branch, Hall County, and the Hall County Board of Elections and Registration provides that the Hall Board of Elections and Registration will undertake certain duties to conduct the election, including but not limited to publication of the call of the special election after approval by the City; and

WHEREAS, pursuant to O.C.G.A. § 21-2-540(c)(1)(B), the only remaining day in 2026 on which a special municipal election may be held is November 3 and any runoff election must be held on December 1, 2026; and

WHEREAS, O.C.G.A. § 21-2-131 mandates the formula for determining the qualifying fee to run for the office of Post Three on City Council; and

WHEREAS, various provisions of Georgia statutory law found in Chapter Two of Title Twenty One of the O.C.G.A. prescribe the days, times, and hours during which qualifying may be held; and

NOW THEREFORE, the City Council of the City of Flowery Branch hereby resolves as follows:

1. A special election is hereby called to fill the unexpired term for Post Three on City Council.
2. The election shall be held on November 3, 2026. If a runoff election is necessary, then the runoff election shall be held on December 1, 2026.
3. Qualifying for candidates shall be at Flowery Branch City Hall, 5410 Pine Street, Flowery Branch, Georgia 30542 beginning at 8:30 a.m. on Monday, August 10, 2026 and ending at 4:30 p.m. on Wednesday, August 12, 2026.
4. Pursuant to O.C.G.A. § 21-2-131(a)(1)(B) the qualifying fee for candidates shall be \$216.00.
5. The last day to register to vote in the election shall be October 5, 2026. Advance voting for this election shall begin Tuesday, October 13, 2026 and shall continue until October 30, 2026 at Flowery Branch City Hall, 5410 Pine Street, Flowery Branch, Georgia. Advance voting shall be from 8:00 AM until 5:00 PM Monday through Friday and 9:00 AM until 5:00 PM on Saturdays. Absentee ballot requests will be available at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia beginning August 17, 2026. On November 3, 2026, voters may cast ballots at their regular Hall County polling locations.
6. The Municipal Elections Qualifying Officer for the City of Flowery Branch and the Hall County Board of Elections and Registration are hereby authorized to execute all necessary documents, to publish all required notices, and to proceed in accord with this resolution and the Georgia Election Code for the special election authorized pursuant to this resolution and the Intergovernmental Agreement to Conduct Municipal Elections dated July 8, 2021 between the City of Flowery Branch, Hall County, and the Hall County Board of Elections and Registration.

SO RESOVLED, this 15th day of July, 2026.

ATTEST:

CITY OF FLOWERY BRANCH

By: _____
Shelia R. Cooper, City Clerk

By: _____
Oliver McClellan, Mayor



CITY OF FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution Number 26-015 Amendment to Installment Sale Agreement

DATE: July 15, 2026

COUNCIL ACTION REQUESTED ON: July 15, 2026

BUDGET INFORMATION:

Approval of this resolution does not, by itself, create a new appropriation. Rather, it authorizes the City to approve and execute the required amendment to the existing Installment Sale Agreement so that the additional Church Street properties may be formally added to the 2020 Old Town Project for governmental public purposes. This action is also a necessary step before disbursement from the 2020 TAD Bond Project Fund may occur, as noted in the prior executive summary prepared for the reimbursement resolution. This would allow for a reimbursement from the bond funds to the General Fund as long as the property is used for governmental public purposes.

PURPOSE: Approval of Resolution 26-015 authorizing the City to approve and execute an Amendment to the Installment Sale Agreement with the Gainesville and Hall County Development Authority to add the real property located at 5611, 5615, and 5621 Church Street to the 2020 Old Town Project.

HISTORY: In 2020, the Gainesville and Hall County Development Authority issued its \$4,995,000 Revenue Bonds for the City of Flowery Branch Old Town Project. The bonds were issued pursuant to a Trust Indenture dated March 1, 2020, between the Authority and Regions Bank, as Trustee. In connection with the bond issuance, the Authority and the City entered into an Installment Sale Agreement dated March 1, 2020, which was recorded in the Hall County Deed Records. The 2020 Old Town Project includes certain public parks, sidewalks, streetscapes, parking, and bike-pedestrian paths in the City's historic downtown center.

The City has acquired additional real property on Church Street as part of the continued redevelopment of Old Town. The proposed amendment adds the additional real property described on Schedule 1 to the Project under the existing Agreement.

FACTS & ISSUES: The proposed resolution approves an Amendment to the existing Installment Sale Agreement between the Gainesville and Hall County Development Authority and the City. The purpose of the amendment is to add the real property described on Schedule 1 to the existing Project, so that the additional property becomes part of the Project for all purposes under the Agreement.

The properties identified in Schedule 1 include 5611 Church Street, Parcel 08112A002007; 5615 Church Street, Parcel 08112A002008; and 5621 Church Street, Parcel 08112A002009. The amendment specifically states that the additional property will be used for governmental public purposes as part of the redevelopment of Old Town.

The resolution authorizes the Mayor and City Clerk to execute and deliver the Amendment on behalf of the City, substantially in the form attached to the resolution, subject to minor changes, insertions, and omissions approved by the Mayor. The resolution also authorizes the proper officers and employees of the City to take actions necessary to acquire title to the additional real estate and convey title to the Authority by Limited Warranty Deed.

The existing Agreement will remain in full force and effect except as specifically amended. The Trustee's consent is included in the amendment documents, with Regions Bank consenting as Trustee under the March 1, 2020 Indenture of Trust.

Approval of this agenda item is the next required step following the City's prior reimbursement resolution regarding the use of remaining 2020 TAD Bond proceeds for eligible land acquisition costs. That prior executive summary noted that disbursement from the Project Fund could not occur until the installment sale agreement was amended and approved by both the City and the Development Authority.

OPTIONS: 1) Approve Resolution 26-015 as presented.
2) Deny Resolution 26-015.
3) Approve Resolution 26-015 with modifications.

RECOMMENDED SAMPLE MOTION: I move to approve Resolution 26-015 authorizing the City to approve and execute the Amendment to the Installment Sale Agreement with the Gainesville and Hall County Development Authority to add the additional Church Street properties to the 2020 Old Town Project for governmental public purposes.

DEPARTMENT: Administration
PREPARED BY: Tonya Parrish, City Manager

RESOLUTION 26-015

RESOLUTION OF THE CITY OF FLOWERY BRANCH, GEORGIA APPROVING AN AMENDMENT TO THE INSTALLMENT SALE AGREEMENT RELATED TO THE CITY OF FLOWERY BRANCH OLD TOWN PROJECT TO ADD CERTAIN REAL PROPERTY TO THE PROJECT; AUTHORIZING RELATED ACTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Gainesville and Hall County Development Authority (the “Issuer”) heretofore issued its \$4,995,000 Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020 (the “Series 2020 Bonds”); and

WHEREAS, the Series 2020 Bonds were issued pursuant to a Trust Indenture, dated as of March 1, 2020 (the “Indenture”), between the Issuer and Regions Bank, as Trustee (the “Trustee”); and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Issuer and the City of Flowery Branch, Georgia (the “City”) entered into an Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8440, pages 587-618, Hall County Deed Records; and

WHEREAS, the Project (as defined in the Agreement) consists of certain public parks, sidewalks, streetscapes, parking, and bike-pedestrian paths in the City’s historic downtown center (colloquially known as “Old Town), the real and personal property comprising the Project being more particularly described on Exhibit “A” attached to the Agreement; and

WHEREAS, the Issuer and the City have agreed to enter into that certain Amendment to Installment Sale Agreement, dated as of August 1, 2026 (the “Amendment”), for the purpose of adding the real property described on **Schedule 1** to the Amendment (the “Additional Real Estate”) to the Project;

WHEREAS, the Issuer and the City have determined that an amendment of the Agreement for such purpose is permitted under the terms of the Agreement and the Indenture; and

WHEREAS, Section 13.01 of the Indenture provides that the Trustee may consent to any amendment to the Agreement without the consent of or notice to the Bondholders provided such amendment is permitted by the provisions of the Agreement; and

NOW, THEREFORE, be it and it is hereby resolved as follows:

1. The City hereby approves the Amendment, a copy of which is attached hereto as **Exhibit “A,”** and by reference made a part hereof.

2. The Issuer is hereby requested to prepare, execute, and deliver all documents and certificates deemed necessary or desirable in order to carry out and comply with the terms and provisions of this Resolution.

3. The Mayor and City Clerk are hereby authorized to execute and deliver the Amendment on behalf of the City substantially in the form attached hereto as **Exhibit "A,"** subject to such minor changes, insertions and omissions as may be approved by the Mayor, and the execution of the Amendment by said Mayor as hereby authorized shall be conclusive evidence of any such approval.

4. The proper officers and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to (i) acquire title to the Additional Real Estate, and (ii) convey title to the Additional Real Estate to the Issuer by Limited Warranty Deed. Said officers/employees are further authorized, empowered and directed to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary to carry out and comply with the provisions of the Amendment and this resolution.

5. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

6. Except as specifically amended as provided herein, the Agreement is in all other respects ratified and affirmed.

7. This Resolution shall be effective immediately upon its adoption.

RESOLVED, ADOPTED AND APPROVED, this ____ day of _____, 2026.

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(CITY SEAL)

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

CLERK'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Sheila Cooper, City Clerk of the City of Flowery Branch, Georgia, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a resolution adopted by the Council of the City at an open public meeting duly called and lawfully assembled on the ____ day of _____, 2026, the original of said resolution being duly recorded in the Minute Book of the Council of said City, which minute book is in my custody and control.

WITNESS my hand and the official seal of the City of Flowery Branch, Georgia, this ____ day of _____, 2026.

City Clerk

(SEAL)

Schedule 1

Legal Description

5611 Church Street – Parcel 08112A002007

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

BEGINNING at a ½" rebar found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the southwesterly right of way of Bailey Drive (apparent 15-foot public right of way), that is the **POINT OF BEGINNING**; thence along the southwesterly right of way of Bailey Drive South 55°18'12" East a distance of 116.00 feet to a point; thence leaving said right of way South 35°40'35" West a distance of 70.84 feet to a ½" rebar found; thence North 54°15'35" West a distance of 115.95 feet to a ¾" open top pipe found on the southeasterly right of way of Church Street; thence along said right of way North 35°39'08" East a distance of 68.73 feet to a ½" rebar found, being the **POINT OF BEGINNING**. Said tract contains 0.186 Acres.

5615 Church Street – Parcel 08112A002008

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at a ½" rebar found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the southwesterly right of way of Bailey Drive (apparent 15-foot public right of way); thence along the southeasterly right of way of Church Street South 35°39'08" West a distance of 68.73 feet to a ¾" open top pipe found, that is the **POINT OF BEGINNING**; thence leaving said right of way South 54°15'35" East a distance of 115.95 feet to a ½" rebar found; thence South 35°42'13" West a distance of 69.40 feet to a point; thence North 54°14'49" West a distance of 116.01 feet to a ¾" open top pipe found on the southeasterly right of way of Church Street; thence along said right of way North 35°45'10" East a distance of 69.37 feet to a ¾" open top pipe found, being the **POINT OF BEGINNING**. Said tract contains 0.185 Acres.

5621 Church Street – Parcel 08112A002009

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

BEGINNING at a $\frac{3}{4}$ " open top pipe found at the intersection of the southeasterly right of way of Church Street (apparent 40-foot public right of way) and the northeasterly right of way of Martin Street (apparent 20-foot public right of way), that is the **POINT OF BEGINNING**; thence continuing along the right of way of Church Street North $35^{\circ}30'58''$ East a distance of 200.05 feet to a $\frac{3}{4}$ " open top pipe found; thence leaving said right of way South $54^{\circ}14'49''$ East a distance of 116.01 feet to a point; thence South $35^{\circ}42'13''$ West a distance of 10.00 feet to a point; thence South $54^{\circ}14'53''$ East a distance of 23.24 feet to a point; thence South $35^{\circ}07'20''$ West a distance of 97.64 feet to a $\frac{3}{4}$ " open top pipe found; thence South $35^{\circ}51'28''$ West a distance of 92.19 feet to a $\frac{1}{2}$ " rebar found on the northeasterly right of way of Martin Street; thence along said right of way North $54^{\circ}20'15''$ West a distance of 139.34 feet to a $\frac{3}{4}$ " open top pipe found, being the **POINT OF BEGINNING**. Said tract contains 0.635 Acres.

AMENDMENT TO INSTALLMENT SALE AGREEMENT

THIS AMENDMENT TO INSTALLMENT SALE AGREEMENT (“Amendment”), by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate duly organized and existing under the laws of the State of Georgia (the “Issuer”), and the **CITY OF FLOWERY BRANCH, GEORGIA**, a municipal corporation of the State of Georgia (the “City”).

RECITALS

WHEREAS, the Issuer and the City entered into an Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8440, pages 587-618, Hall County Deed Records; and

WHEREAS, as permitted under Section 1301 of the Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as Trustee, the Issuer and the City wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Amendment, the Issuer and the City covenant and agree as follows:

1.

All capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

2.

The Agreement is hereby amended by adding the real property described on **Schedule 1** attached to this Amendment to the description of the Project set forth on Exhibit “A” to the Agreement (the “Additional Real Property”). The effect of this amendment is to provide that from and after the date of this Amendment the Additional Real Property shall become part of the Project for all purposes under the Agreement. To that end, Exhibit “A” to the Agreement is hereby amended to add a paragraph 6 as follows:

6. The acquisition of that certain real property described on Schedule 1 attached hereto (the “Additional Property”) to be used for governmental public purposes as part of the redevelopment of Old Town.

3.

The Agreement shall remain in full force and effect, except as specifically amended by this Amendment.

4.

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

5.

This Amendment shall be governed by and construed in accordance with the laws of the State.

6.

This Amendment is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Issuer and the City have caused this Amendment to be executed under seal by their duly authorized officers, as of the 1st day of August, 2026.

**GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**

As to the Authority, signed, sealed
and delivered in the presence of:

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

Witness

Notary Public

My commission expires: _____

(Notarial Seal)

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

As to the City, signed, sealed
and delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(Notarial Seal)

CONSENT OF TRUSTEE

The foregoing Amendment is consented to by the Trustee, as of the 1st day of August, 2026.

REGIONS BANK, as Trustee
under the Indenture of Trust dated
as of March 1, 2020

By: _____

Name: _____

Title: _____

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of an Intergovernmental Agreement (IGA) with Hall County Concerning Maintenance of Hog Mountain Road

DATE: July 15, 2026

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: July 15, 2026. Approval of an Intergovernmental Agreement (IGA) with Hall County for Maintenance of Sections of Hog Mountain Road

PURPOSE: Adoption of the proposed intergovernmental agreement (IGA) between the City and Hall County would bring to an end the County's pending objection to the annexation of 4651 and 4665 Hog Mountain Road and establish that the City is responsible for maintenance on a stretch of the Road between Spout Springs and the roundabout at Cash Road. This would then allow the City to make decisions regarding the annexation and zoning without having to appear before an annexation arbitration panel comprised of local officials never elected to represent Flowery Branch or Hall County. Further, the IGA provides that the City will become responsible for maintenance of Hog Mountain Road between the roundabout at Cash Road and Falcon Parkway after the County repaves the road in fiscal year 2028. In exchange for accepting the maintenance of these sections of the road, the County will forego annexation objections along each portion once responsibility for those sections is taken over by the City.

HISTORY: Hall County objected to the proposed and pending annexation of 4651 and 4665 Hog Mountain Road. An annexation arbitration panel has been appointed by the Georgia Department of Community Affairs and the panels deliberations are currently suspended while the City and County attempt to resolve the objection. Prior to the annexation objection, the County has wanted the City to take over all of the responsibility for maintenance of Hog Mountain Road from Spout Springs to Falcon Parkway (portions of it along that stretch are already in the City and being maintained by the City, but other portions remain in the unincorporated area and thus must be maintained by the County government). As a result of negotiations between the City and County governments, this mutually beneficial compromise has been worked out and reduced to writing.

RECOMMENDED SAMPLE MOTION: I move that the City Council approve the proposed IGA with Hall County related to maintenance of Hog Mountain Road.

DEPARTMENT: Legal

Prepared by: Ted Baggett

STATE OF GEORGIA

COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT BETWEEN HALL COUNTY, GEORGIA AND THE CITY OF FLOWERY
BRANCH, GEORGIA REGARDING MAINTENANCE OF HOG MOUNTAIN ROAD**

This Intergovernmental Agreement (this “Agreement”) is entered into by and between Hall County, Georgia, a political subdivision of the State of Georgia (“Hall County”) and the City of Flowery Branch, Georgia, a municipal corporation of the State of Georgia (“Flowery Branch”), collectively referred to herein as the “Parties,” for the purpose of setting forth the responsibilities of each party regarding the maintenance of a portion of Hog Mountain Road located variously in unincorporated Hall County and Flowery Branch.

WITNESSETH

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers counties and municipalities to cooperate with each other and to that end enter into intergovernmental agreements with each other for the provision of services and the joint or separate use of facilities or equipment for a period not to exceed fifty (50) years; and

WHEREAS, Hall County and Flowery Branch desire to enter into this Agreement whereby Flowery Branch will undertake the current and future expense of maintaining a section of Hog Mountain Road, a public road that lies partly within the unincorporated area of Hall County and partly within the incorporated limits of Flowery Branch, beginning at the intersection of Hog Mountain Road and Spout Springs Road, at the southwest, and continuing to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), at the north, where the section to be maintained will end, which section consists of approximately 1.34 miles located within the incorporated limits of Flowery Branch and approximately 0.06 miles located within the unincorporated area of Hall County; and

WHEREAS, Hall County previously adopted a Resolution on April 6, 2026, objecting under O.C.G.A. § 36-36-113 to the notice of an annexation application filed by Highpoint Development with Flowery Branch regarding property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, with notice of said objection having been timely served on or about April 9, 2026, in accordance with Georgia law; and

WHEREAS, the Parties desire to resolve matters relating to said annexation and establish a cooperative long-term framework regarding future annexations and roadway maintenance responsibilities along the Hog Mountain Road corridor described above; and

WHEREAS, Flowery Branch is willing to assume immediate maintenance responsibilities for that section of Hog Mountain Road located between the intersection of Hog Mountain Road and Spout Springs Road and the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout, those portions of the roadway located in the unincorporated area of Hall County; and

WHEREAS, Flowery Branch is willing to assume future maintenance responsibilities for that section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), those portions of the roadway presently located within the unincorporated area of Hall County, upon Hall County's completion of its scheduled Fiscal Year 2028 resurfacing and repaving project for the unincorporated portion of said roadway corridor; and

WHEREAS, the Parties desire to enter into this Agreement to work cooperatively for the benefit, safety, and welfare of the citizens of Hall County and Flowery Branch; and

WHEREAS, the Parties hereto are authorized by law to undertake and provide the services and obligations set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and contract with each other as follows:

I.

CITY OF FLOWERY BRANCH, GEORGIA'S RESPONSIBILITIES

A. Immediate Maintenance Assumption

Effective upon execution of this Agreement, Flowery Branch agrees to accept into its municipal road system for maintenance the entire section of Hog Mountain Road beginning at the intersection of Hog Mountain Road and Spout Springs Road and extending northward to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout to the existing city limits.

Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with that portion of the roadway, including but not limited to paving, resurfacing, patching, striping, vegetation control, shoulder maintenance, drainage maintenance, debris removal, signage, and other associated roadway maintenance activities.

B. Future Maintenance Assumption

Flowery Branch shall further accept into its municipal road system for maintenance the entire section of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive northward to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13)

upon completion by Hall County of its scheduled Fiscal Year 2028 resurfacing and repaving project for that portion of the roadway.

Upon receipt of written notice from Hall County that the resurfacing and repaving project has been completed and accepted by Hall County, Flowery Branch shall, within thirty (30) days after receipt of such written notice, formally accept the remaining portion of Hog Mountain Road into its municipal road maintenance system. Until the effective date of such acceptance, Hall County shall retain responsibility for maintenance of that portion of the roadway.

Upon such acceptance, Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with said portion of the roadway in the same manner as described in I.A above relating to the first section of the roadway corridor.

The Parties acknowledge that the two different portions of the roadway to be accepted by Flowery Branch for present and future maintenance under this Agreement are currently located within the unincorporated area of Hall County, each consisting of approximately .62 lane miles, with the remaining approximately 1.34 lane miles of Hog Mountain Road lying between Spout Springs Road and Falcon Parkway presently located within the incorporated limits of Flowery Branch.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

A. Withdrawal of Pending Objection

Upon execution of this Agreement, Hall County agrees to withdraw its pending objection adopted pursuant to a Resolution dated April 6, 2026, concerning the proposed annexation of property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, notice of which objection was served on or about April 9, 2026.

B. Future Annexation Objections

Effective upon execution of this Agreement and Flowery Branch's acceptance of the portion of Hog Mountain Road extending from its intersection with Spout Springs Road to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive into its municipal road maintenance system pursuant to Section I.A of this Agreement, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that portion of Hog Mountain Road.

Upon Hall County providing the written notice described in Section I.B that the resurfacing and repaving project described in Section II.C has been completed and accepted by Hall County, and upon Flowery Branch's acceptance of the portion of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive to Falcon Parkway (Ga. 13) into its municipal road maintenance system pursuant to Section I.B, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that remaining portion of Hog Mountain Road.

The Parties acknowledge that Hall County's agreement set forth in this Section II.B not to object to future annexation applications constitutes a material part of the consideration supporting this Agreement. Hall County's obligations under this Section II.B are expressly conditioned upon Flowery Branch's continued performance of its maintenance obligations under Section I of this Agreement. In the event Flowery Branch materially breaches those obligations and fails to cure such breach in accordance with Section V of this Agreement, Hall County's obligations under this Section II.B shall cease upon the effective termination of this Agreement. Nothing contained in this Section II.B shall be construed as limiting Hall County's authority to object to annexation applications involving properties not expressly described in this Agreement. The Parties acknowledge that the covenants contained in this Section II.B are contractual in nature and are intended to be binding upon their respective successors and governing authorities during the term of this Agreement.

C. Repaving Project

Hall County agrees to undertake and manage the resurfacing and repaving of the entire section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13) as part of Hall County's scheduled Fiscal Year 2028 roadway resurfacing program, including those portions of the roadway that are presently located entirely within the incorporated area of Flowery Branch.

Hall County shall determine the timing, contractor selection, project specifications, and management of the paving project in its reasonable discretion and subject to applicable procurement laws, budgetary approval, and funding availability.

III. COOPERATION

The Parties agree to cooperate in good faith and execute such additional agreements, resolutions, road acceptance documents, certifications, notices, and other instruments as may be reasonably necessary to effectuate the transfer of maintenance responsibilities contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

IV.
ASSIGNMENT

Neither party may assign this Agreement or any responsibilities or obligations hereunder to any third party without prior written consent of the other party.

V.
BREACH

In the event of an alleged breach of this Agreement, the non-breaching party shall provide written notice specifying the nature and extent of the alleged breach to the other party as prescribed herein and shall allow thirty (30) days from the date of receipt of that notice for the other party to cure the alleged breach.

If the alleged breach is not cured within said thirty (30) day period, then the non-breaching party may serve a subsequent written notice of termination of this Agreement, and this Agreement will automatically terminate as of the date of receipt of the subsequent (second) notice.

In the event of notice of an alleged breach, the Parties shall continue to perform their responsibilities and obligations under this Agreement during the applicable cure period unless otherwise mutually agreed upon by the Parties in writing. Nothing herein shall limit any rights and remedies otherwise available at law or equity.

VI.
TERM OF AGREEMENT

This Agreement shall become effective upon the date of the last executed signature below (the "Effective Date") and shall remain in effect until the earliest to occur of: (1) fifty (50) years from the Effective Date; (2) termination pursuant to Section V of this Agreement; or (3) the date upon which every Hall County tax parcel adjoining, abutting, or having frontage on Hog Mountain Road between its intersection with Spout Springs Road and its intersection with Falcon Parkway (Ga 13) has been annexed into the City of Flowery Branch.

VII.
NOTICE

All notices required or permitted under this Agreement must be in writing and shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or sent by overnight delivery to the following addresses:

Hall County, Georgia:
County Administrator
Hall County Government Center
2875 Browns Bridge Road

City of Flowery Branch, Georgia:
City Manager
5410 Pine Street
Flowery Branch, GA 30542

Gainesville, Georgia 30504

Either party may change its notice address by written notice provided in accordance with this Section.

VIII.

COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the matters covered herein and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

IX.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both Parties.

X.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

XI.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

XII.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

XIII.

STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

**XIV.
IMMUNITIES**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the Parties hereto by the laws of the State of Georgia or by federal law.

**XV.
AUTHORIZATION**

The Parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Justin R. Lawhon, County Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

THE CITY OF FLOWERY BRANCH, GEORGIA

By: _____
Oliver McClellan, Mayor

Date: _____

ATTEST:

_____(SEAL)
City Clerk