



**City of Flowery Branch  
City Council Meeting  
Thursday, January 19, 2023, 6:00 PM  
City of Flowery Branch City Hall  
5410 West Pine Street, Flowery Branch, GA 30542**



**CALL WORK SESSION TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ADOPTION OF AGENDA:**

**NEW BUSINESS -WORK SESSION:**

- Drug Enforcement Administration (DEA) Task Force Agreement  
[Executive Summary Template for Council.pdf](#)  
[2023 DEA Agreement.pdf](#)
- Consider a Request to Build a New Single-Family Detached Residential Home at 5710 Gainesville Street. Zoned Central Business District (CBD), City Council approval is required for any new construction.  
[5710 Gainesville St.pdf](#)
- Consideration of Resolution 23-002 Second Quarter Budget Amendment FY2023  
[Resolution 23-002 Executive Summary.pdf](#)  
[Resolution 23-002.pdf](#)  
[Attachment A - Resolution 23-002 2nd QTR Budget Adjustment.pdf](#)  
[Attachment B - 2nd QTR Budget Adjustment Descriptions.pdf](#)  
[RESOLUTION 23-002 PRESENTATION 12-31-2022.pdf](#)
- Consider a Professional Services Agreement with Bureau Veritas North America.  
[FINAL BV signed agreement.pdf](#)
- Consider a Contract Proposal from Thomas and Hutton to Provide Development and Building Plan Review for the City, as needed.  
[Master Letter Agreement - City of Flowery Branch.pdf](#)

**DEPARTMENT REPORTS:** - a. City Manager Report

- b. City Clerk Report
- c. Community Relations Report
- d. Finance Department Report
- e. Planning Department Report
- f. Police Department Report
- g. Attorney Report
- h. Council Report

**ADJOURNMENT WORK SESSION:**

**VOTING SESSION AGENDA**

**CALL VOTING SESSION TO ORDER:**

**PUBLIC COMMENTS:** - Please limit to two minutes

**CONSENT AGENDA:**

- Consider January 5, 2023 City Council Meeting Minutes  
[Unofficial January 5, 2023 City Council Meeting Minutes.pdf](#)

**UNFINISHED BUSINESS - VOTING SESSION:**

- Consider the Second Reading of Ordinances 675, a Request from VM&R, LLC to Rezone Two Parcels of Land from Agricultural (A) to Highway Business (HB).

[Rezoning Application \(HF Reed and Falcon Pkwy\).pdf](#)

[NOV 17 Falcon Pkwy Exterior Elevations Rendering.pdf](#)

[Nov 17 Rezoning Supplemental Request \(HF Reed\).pdf](#)

[NOV 17 C-4 SITE PLAN\\_10-28-22.pdf](#)

[Nov 17 HF Reed & Falcon Pkwy.pdf](#)

[Staff Report Pilot.pdf](#)

[Rezoning Ordinance 675.pdf](#)

- Consider the Second Reading of Ordinances 676, a Request from VM&R, LLC to Rezone two parcels of land from Agricultural (A) to Highway Business (HB).

[Rezoning Application \(HF Reed and Falcon Pkwy\).pdf](#)

[NOV 17 Falcon Pkwy Exterior Elevations Rendering.pdf](#)

[Nov 17 Rezoning Supplemental Request \(HF Reed\).pdf](#)

[NOV 17 C-4 SITE PLAN\\_10-28-22.pdf](#)

[Nov 17 HF Reed & Falcon Pkwy.pdf](#)

[Staff Report Pilot.pdf](#)

[Rezoning Ordinance 676.pdf](#)

- Consider a Variance Request submitted by VM&R, LLC. allowing gasoline pumps to be located in front of the primary structure.

[Variance Application \(HF Reed - Falcon Pkwy\)\(with Signatures\).pdf](#)

[22-046 HF REED INDUSTRIAL PKWY RETAIL CENTER C-4 SITE PLAN\\_10-28-22.pdf](#)

[ORDINANCE 684.pdf](#)

[ORDINANCE 685.pdf](#)

- Consider the Second Reading of Ordinance 688 - Publishing of 2023 General Election Qualifying Fees

[Executive Summary - Ordinance 688 - Second Reading.pdf](#)

[Ordinance 688 - 2023 Call for Election.pdf](#)

**NEW BUSINESS - VOTING SESSION:**

- Drug Enforcement Administration (DEA) Task Force Agreement  
[Executive Summary Template for Council.pdf](#)  
[2023 DEA Agreement.pdf](#)
- Consider Variance Requests submitted by Jason Jackson: Ordinance 678 for 6005 Lights Ferry



Road, Ordinance 679 for 6006 Lights Ferry Road, Ordinance 680 for 6010 Lights Ferry Road, Ordinance 681 for 6014 Lights Ferry Road, Ordinance 682 for 6016 Lights Ferry Road, and Ordinance 683 for 6018 Lights Ferry Road, Flowery Branch, GA.

[Variance Staff Report .pdf](#)

[Lights Ferry Ordinances 678-883.pdf](#)

- Consider Variance Requests submitted by Mr. Jason Jackson for relief from the zoning ordinance requirements set forth in Table 6.2 for 6027 and 6031 Morrow Drive.

[Variance Staff Report lots 32 & 33.pdf](#)

[Morrow Drive Ordinances - 686 & 687.pdf](#)

- Consideration of Resolution 23-002 Second Quarter Budget Amendment FY2023

[Resolution 23-002 Executive Summary.pdf](#)

[Resolution 23-002.pdf](#)

[Attachment A - Resolution 23-002 2nd QTR Budget Adjustment.pdf](#)

[Attachment B - 2nd QTR Budget Adjustment Descriptions.pdf](#)

[RESOLUTION 23-002 PRESENTATION 12-31-2022.pdf](#)

- Consider a Professional Services Agreement with Bureau Veritas North America.  
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- Consider a Contract Proposal from Thomas and Hutton to Provide Development and Building Plan Review for the City, as needed.  
[Master Letter Agreement - City of Flowery Branch.pdf](#)
- Consider a Request to Build a New Single-Family Detached Residential Home at 5710 Gainesville Street. Zoned Central Business District (CBD), City Council approval is required for any new construction.  
[5710 Gainesville St.pdf](#)

### **EXECUTIVE SESSION:**

### **ADJOURNMENT:**

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



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Drug Enforcement Administration (DEA) Task Force Agreement

**COUNCIL MEETING DATE:** January 19, 2023

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#### **HISTORY:**

The Flowery Branch City Council approved a task force position in July 2022. The DEA Task Force is the organization the Chief of Police has chosen.

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#### **FACTS AND ISSUES:**

An agreement must be signed before they accept an officer from the Flowery Branch Police Department (FBPD) to participate in the DEA Task Force. This employee will remain an employee of the City of Flowery Branch and will receive all training an officer of FBPD would as well as any specialized training required by the DEA Task Force team (at their expense).

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#### **OPTIONS:**

Accept the agreement provided or provide another agreement with DEA approval.

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

Yes

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#### **AMOUNT AND SOURCE OF FUNDS:**

Cost of an officer and all associated equipment, General Fund

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#### **RECOMMENDATION:**

Accept the agreement between DEA Task Force and the City of Flowery Branch

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#### **SAMPLE MOTION:**

I make motion to accept the agreement provided by the DEA Task Force.

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#### **COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

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#### **ATTACHMENTS**

- [Executive Summary Template for Council.pdf](#)
- [2023 DEA Agreement.pdf](#)

**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**

**SUBJECT:** Drug Enforcement Administration (DEA) Task Force Agreement

**DATE:** January 19, 2023

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-** N/A

**( ) OTHER**

**CAPITAL-** N/A

**COUNCIL ACTION REQUESTED ON:** Accept the agreement between DEA Task Force and the City of Flowery Branch.

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**PURPOSE:** To provide both agencies each other's responsibilities and requirements.

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**HISTORY:** The Flowery Branch City Council approved a task force position in July 2022. The DEA Task Force is the organization the Chief of Police has chosen.

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**FACTS AND ISSUES:**

An agreement must be signed before they accept an officer from the Flowery Branch Police Department (FBPD) to participate in the DEA Task Force. This employee will remain an employee of the City of Flowery Branch and will receive all training an officer of FBPD would as well as any specialized training required by the DEA Task Force team (at their expense).

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**OPTIONS:** Accept the agreement provided or provide another agreement with DEA approval.

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**RECOMMENDED SAMPLE MOTION:** I make motion to accept the agreement provided by the DEA Task Force.

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**DEPARTMENT:** Flowery Branch Police Department

**Prepared by:** Chief Christopher Hulsey

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**ATTACHMENTS:** CONTRACT WITH DEA

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Flowery Branch Department  
Program Funded STATE AND LOCAL TASK FORCE AGREEMENT  
"David G. Wilhelm" Memorial OCDETF Strike Force  
Atlanta Field Division Strike Force Group One

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Flowery Branch. The Flowery Branch Police Department's ORI# is GA0690300 (hereinafter "Flowery Branch PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the greater Atlanta, Georgia metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of greater Atlanta, Georgia metropolitan, the parties hereto agree to the following:

1. The OCDETF Strike Force Group One Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the greater Atlanta, Georgia metropolitan area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Georgia.
2. To accomplish the objectives of the OCDETF Strike Force Group One Task Force, the parent agency agrees to detail one (1) experienced officer to the OCDETF Strike Force Group One Task Force for a period of not less than two years. During this period of assignment, the parent agency officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force. The parent agency officer assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies

and procedures shall be grounds for dismissal from the task force. The parent agency assigned to the Task Force shall remain subject to parent agency policies and shall report to the parent agency regarding matters unrelated to this Agreement/Task Force. With regard to matters related to the Task Force, the parent agency officer assigned to the Task Force will be subject to Federal law and DEA orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws. The parent agency officer assigned to the Task Force will adhere to the parent agency policies where Task Force policies do not exist.

4. The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the OCDETF Strike Force Group One Task Force, DEA will assign eight (8) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the OCDETF Strike Force Group One Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses. "**
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination, and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until \_\_\_\_\_, \_\_\_\_\_. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

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

For the City of Flowery Branch:

Mayor:

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

Edward R. Asbridge

Attest:

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

Shelia Cooper, City Clerk

Police Chief:

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



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider a Request to Build a New Single-Family Detached Residential Home at 5710 Gainesville Street. Zoned Central Business District (CBD), City Council approval is required for any new construction.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

The use is allowed in the CBD. The proposed new home will replace an older one that was recently demolished. The applicant wishes to construct a new home on the property. In order to proceed, the applicant needs Council approval per Article 9, Section 9.5 of the Flowery Branch zoning ordinance. There is no corresponding ordinance or resolution a simple majority vote to approve or deny is required. If request is approved, applicant will be required to obtain a building permit. Staff is in support of this project.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve

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#### SAMPLE MOTION:

I make a motion to approve the request to apply for a single-family detached residential building permit for 5710 Gainesville Street.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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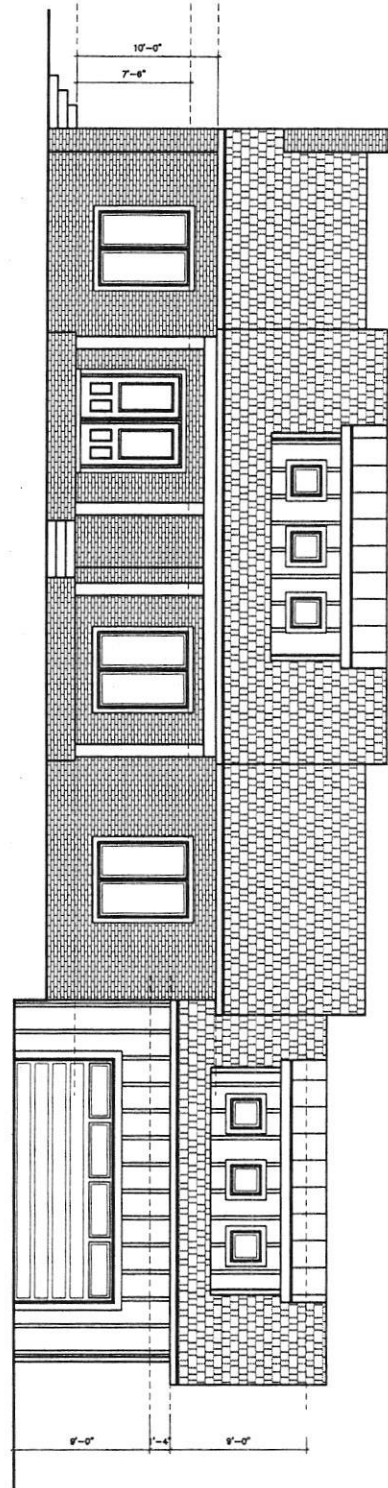
#### ATTACHMENTS



- 5710 Gainesville St.pdf

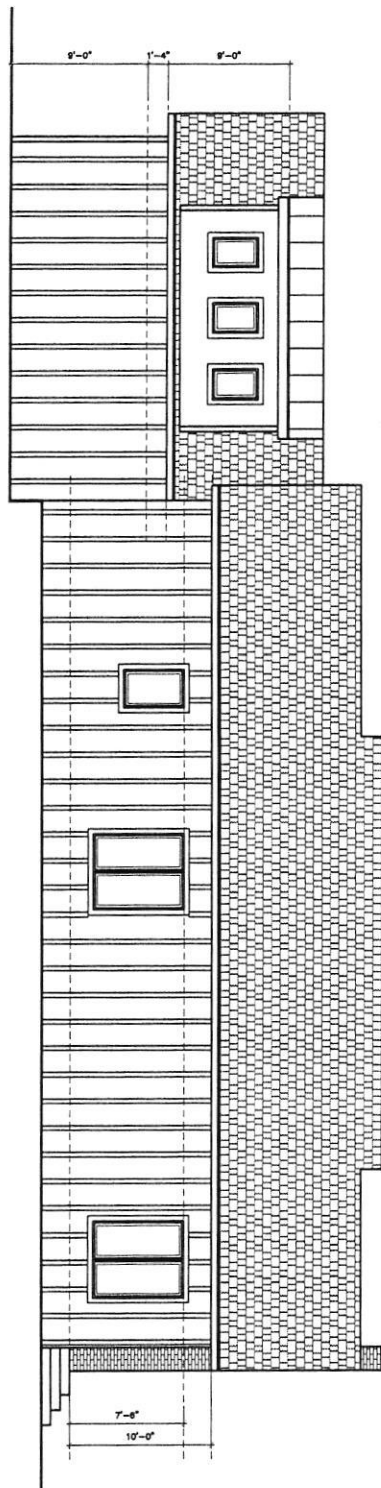
# FRONT ELEVATION

SCALE 1/8"=1'-0"



# REAR ELEVATION

SCALE 1/8"=1'-0"

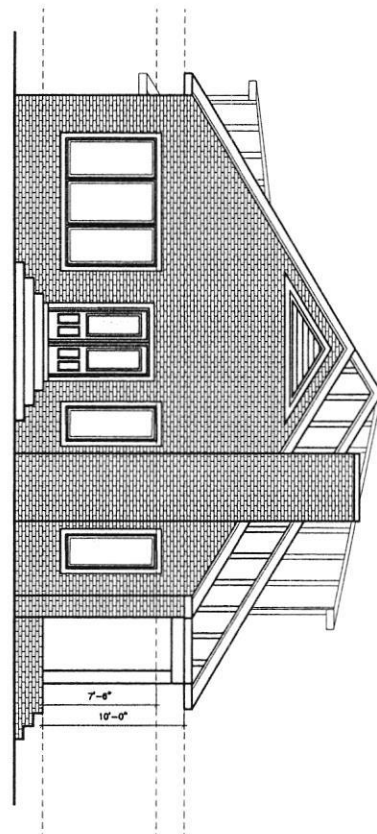


RELEASED FOR CONSTRUCTION

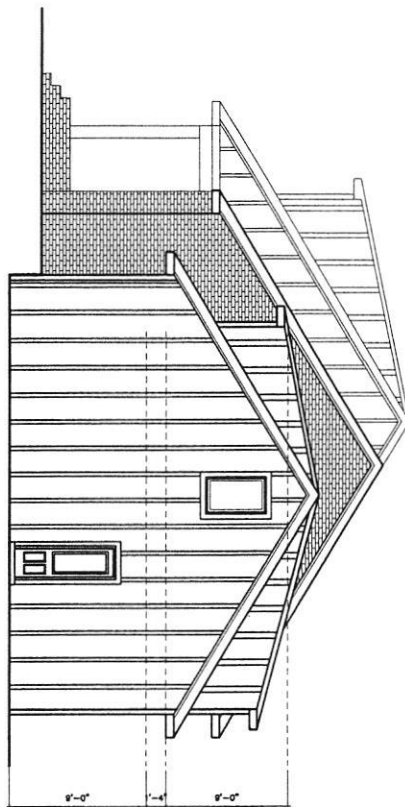
|                            |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                               |                                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <p>PROJECT #</p> <p>A7</p> | <p>ARCHITECT/OWNER</p> <p>REVISION DATE:</p> <p>07-21-22</p> <p>DRAWN BY: AB</p> <p>REVISED BY: HC</p> <p>FRONT &amp; REAR ELEVATIONS</p> | <p>ATLCAD Architectural Services assumes no liability for any home constructed from this plan. It is the responsibility of the purchaser of this plan to perform the following before beginning construction:</p> <ol style="list-style-type: none"> <li>1. Contractor must verify compliance with all local building codes in the area where the home is to be constructed.</li> <li>2. Plans indicate location and Architectural design only; engineering aspects should incorporate actual site conditions.</li> </ol> <p>Caution must be exercised in making modifications to this plan. Only a qualified designer, architect, contractor, or structural engineer should attempt modifications. Minor changes in one area of the house could lead to major problems in another area.</p> | <p>PROJECT:</p> <p>5710 GAINESVILLE ST</p> <p>ADDRESS:</p> <p>570 GAINESVILLE ST.</p> <p>FLOWERY BRANCH GA 30542</p> <p>This plan is the property of ATLCAD Architectural Services and may not be used or reproduced without their permission.</p> | <p><b>ATLCAD</b></p> <p>Architectural Services Group</p> <p>1050 Crown Pointe Pkwy, Suite 500</p> <p>Dunwoody GA 30338</p> <p>Telephone: 678.481.7591</p> <p>architecture@atlcad.com</p> <p>ATLCAD.COM</p> <p>© COPYRIGHT 2017-2022 / ALL RIGHTS RESERVED</p> | <p>ATLCAD</p>  |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

RELEASED FOR CONSTRUCTION

LEFT ELEVATION  
SCALE 1/8"=1'-0"



RIGHT ELEVATION  
SCALE 1/8"=1'-0"



|                 |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                  |                                                                                                                        |
|-----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| PROJECT #       | SHEET<br>A8 | ARCHITECT/OWNER<br>REVISION DATE:<br>07-21-22<br>DRAW BY: AB<br>REVISED BY: HC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ATLCAD Architectural Services Group<br>1050 Crown Pointe Pkwy, Suite 500<br>Dunwoody GA 30338<br>Telephone: 678.481.7591<br>architecture@atlcad.com<br>ATLCAD.COM<br>© COPYRIGHT 2007-2022 / ALL RIGHTS RESERVED | PROJECT:<br>5710 GAINESVILLE ST                                                                                        |
|                 |             | ADDRESS:<br>570 GAINESVILLE ST.<br>FLOWERY BRANCH GA 30542                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                  | This plan is the property of ATLCAD Architectural Services and may not be used or reproduced without their permission. |
| SIDE ELEVATIONS |             | <p>ATLCAD Architectural Services assumes no liability for any home constructed from this plan. It is the responsibility of the purchaser of this plan to perform the following before beginning construction:</p> <ol style="list-style-type: none"><li>1. Contractor must verify compliance with all local building codes in the area where the home is to be constructed.</li><li>2. Plans indicate location and architectural design only; engineering aspects should incorporate actual site conditions.</li></ol> <p>Caution must be exercised in making modifications to this plan. Only a qualified designer, architect, contractor, or structural engineer should attempt modifications. Minor changes in one area of the house could lead to major problems in another area.</p> |                                                                                                                                                                                                                  |                                                                                                                        |

LOCATION MAP : N.T.S.





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consideration of Resolution 23-002 Second Quarter Budget Amendment FY2023

**COUNCIL MEETING DATE:** January 19, 2023

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**HISTORY:**

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

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**FACTS AND ISSUES:**

See attachment A and B for 2nd quarter details.

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**OPTIONS:**

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

Yes

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

Approve Resolution 23-002 Second Quarter Amendment to the Budget for FY2023 as previously adopted on June 23, 2022.

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**SAMPLE MOTION:**

I make a motion for the City Council to authorize approval of Resolution 23-002 2nd Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

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**COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Finance

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [Resolution 23-002 Executive Summary.pdf](#)
- [Resolution 23-002.pdf](#)

- [Attachment A - Resolution 23-002 2nd QTR Budget Adjustment.pdf](#)
- [Attachment B - 2nd QTR Budget Adjustment Descriptions.pdf](#)
- [RESOLUTION 23-002 PRESENTATION 12-31-2022.pdf](#)

**FLOWERY BRANCH CITY COUNCIL**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Resolution 23-002: Second Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

**DATE:** January 19, 2023

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

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

**COMMISSION ACTION REQUESTED ON:** January 19, 2023

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**PURPOSE:** To approve Resolution 23-002, 2<sup>nd</sup> Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

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

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**FACTS AND ISSUES:**

- See attachment A and B for 2nd quarter details.
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**RECOMMENDED SAMPLE MOTION:** I make a motion for the City Council to authorize approval of Resolution 23-002 2nd Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

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**DEPARTMENT:** Finance

**Prepared by:** Krystle Hightower

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**RESOLUTION NO.: 23-002**

**TO AMEND THE BUDGET FOR FISCAL YEAR 2023 AS PREVIOUSLY ADOPTED ON  
JUNE 23, 2022.**

**WHEREAS**, the City Council approved a budget for fiscal year 2023 for the City of Flowery Branch on June 23, 2022 by Resolution 23-002; and

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

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

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

**RESOLVED this 19th day of January 2023.**

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney



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



**ATTACHMENT A**

Fund/Department: \_\_\_\_\_ 100 \_\_\_\_\_ Effective Date: 12/31/2022

| Account Number                                                                                             | Account Name                        | Current Budget      | Debit (Credit)    | Revised Budget      |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------|-------------------|---------------------|
| 100-1400-511200                                                                                            | Elections / Poll Workers            | 2,000               | (2,000)           | -                   |
| 100-1400-531100                                                                                            | Elections / Supplies & Materials    | 1,000               | (1,000)           | -                   |
| 100-1320-523700                                                                                            | City Manager / Education & Training | 3,000               | (1,000)           | 2,000               |
| 100-1320-512910                                                                                            | City Manager / Car Allowance        | 3,000               | 4,000             | 7,000               |
| <b>(For adjustments to match contract, error on initial budget)</b>                                        |                                     |                     |                   |                     |
| 100-4260-531232                                                                                            | Street Lights / Electricity         | 70,000              | (2,700)           | 67,300              |
| 100-4270-523210                                                                                            | Traffic Signal / AT&T               | 3,000               | 2,700             | 5,700               |
| <b>(For adjustment as pricing continues to increase on current plan - upgraded system in progress)</b>     |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 505,000             | 80,000            | 585,000             |
| 100-6110-531230                                                                                            | C&R / Electricity                   | -                   | 80,000            | 80,000              |
| <b>(For adjustment as no budget allocated for Electricity at the Market Pavilion and surrounding area)</b> |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 585,000             | 80,000            | 665,000             |
| 100-7400-521209                                                                                            | PCD / Contract Services (S&E)       | 85,000              | 40,000            | 125,000             |
| 100-7400-521247                                                                                            | PCD / Plan Review Expenses          | 25,000              | 40,000            | 65,000              |
| <b>(For adjustments related to staffing and outside services required for S&amp;E and Plan Reviews)</b>    |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 665,000             | 15,350            | 680,350             |
| 100-7540-389100                                                                                            | Tourism / Merch Sales               | -                   | 500               | 500                 |
| 100-7540-521201                                                                                            | Tourism / Public Relations          | 3,000               | 500               | 3,500               |
| 100-7540-531190                                                                                            | Tourism / Concert Expenses          | 7,500               | 15,350            | 22,850              |
| <b>(For adjustments to account for revenue received)</b>                                                   |                                     |                     |                   |                     |
|                                                                                                            |                                     |                     |                   | -                   |
|                                                                                                            | <b>Totals</b>                       | <b>\$ 1,957,500</b> | <b>\$ 351,700</b> | <b>\$ 2,309,200</b> |

**Justification:** RESOLUTION 23-002: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.  
(See Attachment A and Attachment B for additional details)

**2ND QUARTER ENDING 12/31/2022**

Approvals: Finance Director: Matthew Date: 1/17/2023  
City Manager: Chapman Date: 1/17/2023  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

*Finance Department Use*

Posted By: \_\_\_\_\_ Date Posted: \_\_\_\_\_  
Council Action Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Budget Adjust. #: \_\_\_\_\_



City of Flowery Branch

# Budget Adjustment Report

## Adjustment Detail

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                                        | Account Name                                 |               |            | Original Budget | Budget Adjustments | Current Budget |
|-------------------------------------------------------|----------------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number                                     | Adjustment Description                       | Packet Number | Post Date  |                 | Amount             |                |
| Budget Code: Approved Final - Approved Fiscal: FY2023 |                                              |               |            |                 |                    |                |
| Fund: 100 - GENERAL FUND                              |                                              |               |            |                 |                    |                |
| Revenue                                               |                                              |               |            |                 |                    |                |
| <a href="#">100-0000-321170</a>                       | Vendor Fees                                  |               |            | -6,400.00       | 6,400.00           | 0.00           |
| BA0000500                                             | Move vendor fees to tourism revenue acct     | GLPKT12481    | 11/07/2022 |                 | 6,400.00           |                |
| <a href="#">100-0000-381100</a>                       | Rent - Depot                                 |               |            | -5,000.00       | 5,000.00           | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 5,000.00           |                |
| <a href="#">100-0000-381110</a>                       | Rent - Community Room                        |               |            | -5,000.00       | 5,000.00           | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 5,000.00           |                |
| <a href="#">100-0000-381120</a>                       | Rent - Main Street Rent                      |               |            | -31,350.00      | 31,350.00          | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 31,350.00          |                |
| <a href="#">100-0000-399900</a>                       | Budgeted Fund Balance                        |               |            | 0.00            | -20,000.00         | -20,000.00     |
| BA0000484                                             | K-9 Program reestablishment                  | GLPKT11754    | 08/10/2022 |                 | -20,000.00         |                |
| <a href="#">100-7540-321170</a>                       | Tourism - Vendor Fees                        |               |            | 0.00            | -6,400.00          | -6,400.00      |
| BA0000500                                             | Move vendor fees to tourism revenue acct     | GLPKT12481    | 11/07/2022 |                 | -6,400.00          |                |
| <a href="#">100-7540-381100</a>                       | Rent - Depot                                 |               |            | 0.00            | -5,000.00          | -5,000.00      |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -5,000.00          |                |
| <a href="#">100-7540-381110</a>                       | Rent - Community Room                        |               |            | 0.00            | -5,000.00          | -5,000.00      |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -5,000.00          |                |
| <a href="#">100-7540-381120</a>                       | Rent - Main Street Room                      |               |            | 0.00            | -31,350.00         | -31,350.00     |
| BA0000499                                             | Move Tourism budget To Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -31,350.00         |                |
| Revenue Total:                                        |                                              |               |            | -47,750.00      | -20,000.00         | -67,750.00     |
| Expense                                               |                                              |               |            |                 |                    |                |
| <a href="#">100-0000-579000</a>                       | Contingency                                  |               |            | 134,248.00      | -10,669.00         | 123,579.00     |
| BA0000485                                             | Data Recovery Budget Adjustment              | GLPKT12232    | 10/03/2022 |                 | -10,669.00         |                |
| <a href="#">100-1130-523600</a>                       | City Clerk / Dues & Fees                     |               |            | 200.00          | 150.00             | 350.00         |
| BA0000516                                             | City Clerk Dues & Fees                       | GLPKT13088    | 01/09/2023 |                 | 150.00             |                |
| <a href="#">100-1130-523603</a>                       | City Clerk / Muni Code                       |               |            | 20,000.00       | -150.00            | 19,850.00      |
| BA0000516                                             | City Clerk Dues & Fees                       | GLPKT13088    | 01/09/2023 |                 | -150.00            |                |
| <a href="#">100-1500-521240</a>                       | Admin / Legal Fees                           |               |            | 40,000.00       | -1,300.00          | 38,700.00      |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | -1,300.00          |                |
| <a href="#">100-1500-521310</a>                       | Admin / IT Services                          |               |            | 17,000.00       | 5,098.00           | 22,098.00      |
| BA0000516                                             | IT Services Reallocation                     | GLPKT13088    | 01/09/2023 |                 | 5,098.00           |                |
| <a href="#">100-1500-523300</a>                       | Admin / Advertising                          |               |            | 3,000.00        | -500.00            | 2,500.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc3       | GLPKT13088    | 01/09/2023 |                 | -500.00            |                |
| <a href="#">100-1500-523600</a>                       | Admin / Dues & Fees                          |               |            | 5,000.00        | 300.00             | 5,300.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | 300.00             |                |
| <a href="#">100-1500-531701</a>                       | Admin / Miscellaneous                        |               |            | 0.00            | 1,500.00           | 1,500.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | 1,500.00           |                |
| <a href="#">100-1565-522200</a>                       | City Hall & Bldg's / Repairs & Maintenance   |               |            | 35,000.00       | -500.00            | 34,500.00      |
| BA0000516                                             | City Hall & Bldg's Other Expenses Adjustment | GLPKT13088    | 01/09/2023 |                 | -500.00            |                |
| <a href="#">100-1565-531700</a>                       | City Hall & Bldg's - Other Expenses          |               |            | 20,000.00       | 500.00             | 20,500.00      |
| BA0000516                                             | City Hall & Bldg's Other Expenses Adjustment | GLPKT13088    | 01/09/2023 |                 | 500.00             |                |
| <a href="#">100-3210-521292</a>                       | PD / Technology Fund Expense                 |               |            | 30,240.00       | 10,669.00          | 40,909.00      |
| BA0000485                                             | Data Recovery Budget Adjustment              | GLPKT12232    | 10/03/2022 |                 | 10,669.00          |                |
| <a href="#">100-3210-521310</a>                       | PD / IT Services                             |               |            | 17,000.00       | 23,729.00          | 40,729.00      |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                              | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|-------------------------------------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                    | Packet Number   | Post Date          | Amount         |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088      | 01/09/2023         | 23,729.00      |
| <a href="#">100-3210-523700</a> | PD / Education & Training                 |                 |                    | 10,000.00      |
| BA0000516                       | Police Contract Payout                    | GLPKT13088      | 01/09/2023         | 12,000.00      |
| <a href="#">100-3210-531122</a> | K-9 Program                               |                 |                    | 0.00           |
| BA0000484                       | K-9 Program reestablishment               | GLPKT11754      | 08/10/2022         | 20,000.00      |
| <a href="#">100-3223-511100</a> | Patrol/ Salaries                          |                 |                    | 1,138,519.00   |
| BA0000516                       | Police Contract Payout                    | GLPKT13088      | 01/09/2023         | -12,000.00     |
| <a href="#">100-4210-521311</a> | PWs / IT Services                         |                 |                    | 17,000.00      |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088      | 01/09/2023         | -7,223.00      |
| <a href="#">100-5530-522200</a> | Depot & Comm Rm/Caboose Repairs & Maint.  |                 |                    | 55,500.00      |
| BA0000516                       | Depot Adjustment for Communications       | GLPKT13088      | 01/09/2023         | -1,600.00      |
| <a href="#">100-5530-523200</a> | Depot / Communications                    |                 |                    | 4,200.00       |
| BA0000516                       | Depot Adjustment for Communications       | GLPKT13088      | 01/09/2023         | 1,600.00       |
| <a href="#">100-6100-522310</a> | RR / Lease Pmt. Right-Aways               |                 |                    | 4,500.00       |
| BA0000516                       | RR Lease Payment Adjustment               | GLPKT13088      | 01/09/2023         | 470.00         |
| <a href="#">100-6100-522350</a> | RR / Improvements to Right-Aways          |                 |                    | 4,300.00       |
| BA0000516                       | RR Lease Payment Adjustment               | GLPKT13088      | 01/09/2023         | -470.00        |
| <a href="#">100-7400-521207</a> | PCD/ GIS Permitting Sys - Hall Co.        |                 |                    | 19,500.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | -1,300.00      |
| <a href="#">100-7400-521275</a> | PCD/ Zoning Plan                          |                 |                    | 75,000.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | -3,000.00      |
| <a href="#">100-7400-521300</a> | PCD / Website & Software Maintenance      |                 |                    | 22,000.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | 3,000.00       |
| <a href="#">100-7400-521310</a> | PCD / IT Services                         |                 |                    | 17,000.00      |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088      | 01/09/2023         | -8,146.00      |
| <a href="#">100-7400-523200</a> | PCD/ Communications                       |                 |                    | 500.00         |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | 400.00         |
| <a href="#">100-7400-523600</a> | PCD/ Dues & Fees                          |                 |                    | 1,000.00       |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | 700.00         |
| <a href="#">100-7400-531790</a> | PCD/ Uniforms                             |                 |                    | 500.00         |
| BA0000516                       | Planning Adjustments                      | GLPKT13088      | 01/09/2023         | 200.00         |
| <a href="#">100-7540-521310</a> | Tourism / IT Services                     |                 |                    | 17,000.00      |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088      | 01/09/2023         | -13,458.00     |
| <a href="#">100-7540-531100</a> | Tourism / Supplies & Material             |                 |                    | 0.00           |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088      | 01/09/2023         | 500.00         |
| <a href="#">100-7540-531193</a> | Tourism / Community Art Fund              |                 |                    | 5,000.00       |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088      | 01/09/2023         | -3,000.00      |
| <a href="#">100-7540-531600</a> | Tourism / Small Equipment                 |                 |                    | 330.00         |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088      | 01/09/2023         | 2,500.00       |

|                 |              |           |              |
|-----------------|--------------|-----------|--------------|
| Expense Total:  | 1,713,537.00 | 20,000.00 | 1,733,537.00 |
| Fund 100 Total: | 1,665,787.00 | 0.00      | 1,665,787.00 |

## Fund: 230 - AMERICAN RESCUE PLAN ACT OF 2021

|                                 |                                        |            |            |               |
|---------------------------------|----------------------------------------|------------|------------|---------------|
| Revenue                         |                                        |            |            |               |
| <a href="#">230-0000-399900</a> | Budgeted Fund Balance                  |            |            | -1,554,429.00 |
| BA0000487                       | 230 YTD Project Budget Adjusting entry | GLPKT12330 | 07/01/2022 | 165,020.00    |
| BA0000492                       | Correct Budget Fund Balance - 230      | GLPKT12465 | 07/01/2022 | 101,670.00    |
|                                 |                                        |            |            | 63,350.00     |
|                                 | Revenue Total:                         |            |            | -1,554,429.00 |
|                                 |                                        |            |            | 165,020.00    |
|                                 |                                        |            |            | -1,389,409.00 |
| Expense                         |                                        |            |            |               |
| <a href="#">230-0000-540000</a> | Capital Outlay                         |            |            | 2,063,108.00  |
| BA0000492                       | Correct Budget Fund Balance - 230      | GLPKT12465 | 07/01/2022 | -63,350.00    |
| <a href="#">230-0000-541000</a> | Interim WWTP Improvements              |            |            | 969,900.00    |
|                                 |                                        |            |            | -969,900.00   |
|                                 |                                        |            |            | 0.00          |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                                | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|---------------------------------------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                      | Packet Number   | Post Date          | Amount         |
| BA0000487                       | 230 YTD Project Budget Adjusting entry      | GLPKT12330      | 07/01/2022         | -158,000.00    |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380 | GLPKT12634      | 11/21/2022         | -811,900.00    |
| <a href="#">230-0000-543000</a> | Two (2) Blower Lease                        |                 |                    | 75,850.00      |
| BA0000487                       | 230 YTD Project Budget Adjusting entry      | GLPKT12330      | 07/01/2022         | 56,330.00      |
| <a href="#">230-0000-611308</a> | Transfer to Water/Sewer CIP Fund            |                 |                    | 0.00           |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380 | GLPKT12634      | 11/21/2022         | 811,900.00     |
| Expense Total:                  |                                             | 3,108,858.00    | -165,020.00        | 2,943,838.00   |
| Fund 230 Total:                 |                                             | 1,554,429.00    | 0.00               | 1,554,429.00   |

## Fund: 270 - TAX ALLOCATION DISTRICT F

|                                 |                                               |               |               |               |
|---------------------------------|-----------------------------------------------|---------------|---------------|---------------|
| Revenue                         |                                               |               |               |               |
| <a href="#">270-0000-391350</a> | Transfer in from 350 LRF                      |               |               | 0.00          |
| BA0000505                       | Consolidate Mitchel St project to one project | GLPKT12644    | 11/22/2022    | -144,254.00   |
| <a href="#">270-0000-399900</a> | Budgeted Fund Balance                         |               |               | -5,250,550.00 |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | 2,239,956.00  |
| Revenue Total:                  |                                               | -5,250,550.00 | 2,095,702.00  | -3,154,848.00 |
| Expense                         |                                               |               |               |               |
| <a href="#">270-0000-541200</a> | Pine Street Park & Streetscaping              |               |               | 589,465.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -177,792.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | -411,673.00   |
| <a href="#">270-0000-541220</a> | Market Pavilion Park & Streetscaping          |               |               | 1,331,249.00  |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -796,365.00   |
| <a href="#">270-0000-541410</a> | Pine Street Improvements                      |               |               | 586,932.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -128,845.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | 466,291.00    |
| <a href="#">270-0000-541430</a> | Mitchell Street Improvements                  |               |               | 851,126.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -332,452.00   |
| BA0000505                       | Consolidate Mitchel St project to one project | GLPKT12644    | 11/22/2022    | -476,706.00   |
| <a href="#">270-0000-541440</a> | Downtown Stormwater Improvements              |               |               | 714,866.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -714,866.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | -660,248.00   |
| Expense Total:                  |                                               | 4,073,638.00  | -2,095,702.00 | 1,977,936.00  |
| Fund 270 Total:                 |                                               | -1,176,912.00 | 0.00          | -1,176,912.00 |

## Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND

|                                 |                                               |                |               |                |
|---------------------------------|-----------------------------------------------|----------------|---------------|----------------|
| Revenue                         |                                               |                |               |                |
| <a href="#">308-0000-391230</a> | Tranfers from ARPA Fund                       |                |               | 0.00           |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380   | GLPKT12634     | 11/21/2022    | -811,900.00    |
| <a href="#">308-0000-393100</a> | GEFA Debt Proceeds - DW2020020                |                |               | -1,515,000.00  |
| BA0000510                       | Increase Project 50360 for Construction       | GLPKT12660     | 11/23/2022    | -2,523,588.00  |
| BA0000511                       | Correct Budget Fund balance for GEFA Proceeds | GLPKT12661     | 11/23/2022    | -1,800,000.00  |
| <a href="#">308-0000-393200</a> | GEFA Debt Proceeds - CW2020010                |                |               | -723,588.00    |
| BA0000512                       | Adjust GEFA CW proceeds to project budget     | GLPKT12662     | 11/23/2022    | -8,230,001.00  |
| <a href="#">308-0000-399900</a> | Budgeted Retained Earnings                    |                |               | -3,344,653.00  |
| BA0000493                       | Correct budgets for FY2023 Capital Projects   | GLPKT12466     | 07/01/2022    | -3,579,766.00  |
| BA0000494                       | Correct FY2023 Capital project budgets        | GLPKT12467     | 07/01/2022    | 2,733,525.00   |
| BA0000511                       | Correct Budget Fund balance for GEFA Proceeds | GLPKT12661     | 11/23/2022    | -1,362,557.00  |
| BA0000512                       | Adjust GEFA CW proceeds to project budget     | GLPKT12662     | 11/23/2022    | 27,841.00      |
| Revenue Total:                  |                                               | -13,324,767.00 | -3,946,616.00 | -17,271,383.00 |
| Expense                         |                                               |                |               |                |
| <a href="#">308-0000-541000</a> | Water Tank Improvements Planning & Design     |                |               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects   | GLPKT12466     | 07/01/2022    | 0.00           |
| BA0000506                       | Move Project 50120 to 50360                   | GLPKT12647     | 11/22/2022    | 406,893.00     |
| <a href="#">308-0000-541100</a> | Water Line Improvements Planning & Design     |                |               | 300,000.00     |
|                                 |                                               |                |               | -27,661.00     |
|                                 |                                               |                |               | 272,339.00     |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                                       |               |            | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|----------------------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                             | Packet Number | Post Date  |                 | Amount             |                |
| BA0000494                       | Correct FY2023 Capital project budgets             | GLPKT12467    | 07/01/2022 |                 | -27,661.00         |                |
| <a href="#">308-0000-541300</a> | Wastewater Expansion Plant Design/Permits          |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 314,833.00         |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -314,833.00        |                |
| <a href="#">308-0000-541510</a> | Construction Management Services                   |               |            | 393,000.00      | -393,000.00        | 0.00           |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -393,000.00        |                |
| <a href="#">308-0000-541520</a> | Wastewater Expansion Construction (Parallel Plant) |               |            | 10,017,001.00   | 762,653.00         | 10,779,654.00  |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -180.00            |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | 762,833.00         |                |
| <a href="#">308-0000-541521</a> | Interim Improvements - Design and Management       |               |            | 0.00            | 848,920.00         | 848,920.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 37,020.00          |                |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380        | GLPKT12634    | 11/21/2022 |                 | 811,900.00         |                |
| <a href="#">308-0000-541525</a> | Geotechnical for Construction Site Work            |               |            | 75,000.00       | -75,000.00         | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -20,000.00         |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -55,000.00         |                |
| <a href="#">308-0000-541530</a> | Wastewater Pump Station Modification               |               |            | 0.00            | 100,000.00         | 100,000.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 100,000.00         |                |
| <a href="#">308-0000-541630</a> | Purchase Well 4 & 5                                |               |            | 650,000.00      | 248,991.00         | 898,991.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -250,000.00        |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | 498,991.00         |                |
| <a href="#">308-0000-541640</a> | Test Well 4 & 5                                    |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 13,768.00          |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -13,768.00         |                |
| <a href="#">308-0000-541650</a> | Install Pumps and Well House 4 & 5                 |               |            | 475,000.00      | -475,000.00        | 0.00           |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -475,000.00        |                |
| <a href="#">308-0000-541670</a> | New 250,000 Gallon Elevated Tank Construction      |               |            | 700,000.00      | 2,206,713.00       | 2,906,713.00   |
| BA0000494                       | Correct FY2023 Capital project budgets             | GLPKT12467    | 07/01/2022 |                 | -180.00            |                |
| BA0000506                       | Move Project 50120 to 50360                        | GLPKT12647    | 11/22/2022 |                 | 406,893.00         |                |
| BA0000510                       | Increase Project 50360 for Construction            | GLPKT12660    | 11/23/2022 |                 | 1,800,000.00       |                |
| <a href="#">308-0000-541900</a> | LLIDA Wells Planning and Testing                   |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 10,223.00          |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -10,223.00         |                |
| <a href="#">308-0000-542000</a> | Wastewater Effluent Discharge Force Main - Phase 2 |               |            | 0.00            | 750,000.00         | 750,000.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 750,000.00         |                |
| Expense Total:                  |                                                    |               |            | 12,610,001.00   | 3,946,616.00       | 16,556,617.00  |
| Fund 308 Total:                 |                                                    |               |            | -714,766.00     | 0.00               | -714,766.00    |

## Fund: 320 - SPLOST FUND

|                                 |                                                   |            |            |               |             |               |
|---------------------------------|---------------------------------------------------|------------|------------|---------------|-------------|---------------|
| Revenue                         |                                                   |            |            |               |             |               |
| <a href="#">320-0000-313508</a> | SPLOST VIII                                       |            |            | -1,097,102.00 | -44,900.00  | -1,142,002.00 |
| BA0000518                       | Increase Police Vehicle Budget                    | GLPKT13091 | 12/15/2022 |               | -44,900.00  |               |
| <a href="#">320-0000-336000</a> | Intergovernmental Revenue - Local Government Unit |            |            | 0.00          | -10,000.00  | -10,000.00    |
| BA0000515                       | To adjust for Traffic Improvement Study           | GLPKT13074 | 12/29/2022 |               | 10,000.00   |               |
| BA0000519                       | To Correct Budget Adjustment GLPKT13074           | GLPKT13095 | 12/29/2022 |               | -10,000.00  |               |
| BA0000519                       | To Correct Budget Adjustment GLPKT13074           | GLPKT13095 | 12/29/2022 |               | -10,000.00  |               |
| <a href="#">320-0000-371100</a> | Contributions - Restricted for Capital            |            |            | 0.00          | -50,000.00  | -50,000.00    |
| BA0000486                       | Establish McEver & Gaines Ferry                   | GLPKT12246 | 10/14/2022 |               | -50,000.00  |               |
| <a href="#">320-0000-391350</a> | Transfer in from 350-LRF Capital Projects         |            |            | 0.00          | -479,994.00 | -479,994.00   |
| BA0000509                       | Transfer GF Roadpaving to SPLOST                  | GLPKT12651 | 11/22/2022 |               | -479,994.00 |               |
| <a href="#">320-0000-399900</a> | Budgeted Fund Balance                             |            |            | 0.00          | -838,022.00 | -838,022.00   |
| BA0000489                       | FY23 capital project reopening budget correcti... | GLPKT12343 | 07/01/2022 |               | 695,528.00  |               |
| BA0000490                       | BA0000489 entry correction to Budget Fund Ba...   | GLPKT12344 | 07/01/2022 |               | -695,528.00 |               |
| BA0000490                       | BA0000489 entry correction to Budget Fund Ba...   | GLPKT12344 | 07/01/2022 |               | -695,528.00 |               |
| BA0000495                       | Reopen Police Vehicle balance                     | GLPKT12469 | 07/01/2022 |               | -494.00     |               |



# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                          | Account Name                                       | Packet Number        | Post Date        | Original Budget      | Budget Adjustments<br>Amount | Current Budget       |
|-----------------------------------------|----------------------------------------------------|----------------------|------------------|----------------------|------------------------------|----------------------|
| <b>Adjustment Number</b>                | <b>Adjustment Description</b>                      | <b>Packet Number</b> | <b>Post Date</b> |                      |                              |                      |
| BA0000522                               | Project 30210 budget increase                      | GLPKT13136           | 01/17/2023       |                      | -142,000.00                  |                      |
| <b>Revenue Total:</b>                   |                                                    |                      |                  | <b>-1,097,102.00</b> | <b>-1,422,916.00</b>         | <b>-2,520,018.00</b> |
| <b>Expense</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">320-0000-522250</a>         | VIII -Annual Road Paving & Sidewalks Program       |                      |                  | 1,097,102.00         | -96,892.00                   | 1,000,210.00         |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | -576,886.00                  |                      |
| BA0000509                               | Transfer GF Roadpaving to SPLOST                   | GLPKT12651           | 11/22/2022       |                      | 479,994.00                   |                      |
| <a href="#">320-0000-541002</a>         | VIII -Old Town (General) Stormwater                |                      |                  | 0.00                 | 550,000.00                   | 550,000.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 550,000.00                   |                      |
| <a href="#">320-0000-541004</a>         | VIII - Lights Ferry Culvert                        |                      |                  | 0.00                 | 550,000.00                   | 550,000.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 550,000.00                   |                      |
| <a href="#">320-0000-541600</a>         | VII -Martin School Sanitary Sewer Replacement      |                      |                  | 0.00                 | 313,022.00                   | 313,022.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 174,022.00                   |                      |
| BA0000491                               | Martin School project opening balance incorre...   | GLPKT12345           | 07/01/2022       |                      | -3,000.00                    |                      |
| BA0000522                               | Project 30210 budget increase                      | GLPKT13136           | 01/17/2023       |                      | 142,000.00                   |                      |
| <a href="#">320-0000-541700</a>         | CW Davis Pump Station Rehabilitation               |                      |                  | 0.00                 | 1,392.00                     | 1,392.00             |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 1,392.00                     |                      |
| <a href="#">320-0000-542100</a>         | McEver & Gaines Ferry Rd Traffic Improvements      |                      |                  | 0.00                 | 60,000.00                    | 60,000.00            |
| BA0000486                               | Establish McEver & Gaines Ferry                    | GLPKT12246           | 10/14/2022       |                      | 50,000.00                    |                      |
| BA0000515                               | To adjust for Traffic Improvement Study            | GLPKT13074           | 12/29/2022       |                      | 10,000.00                    |                      |
| <a href="#">320-0000-542200</a>         | VIII -PD Vehicles & Equipment                      |                      |                  | 0.00                 | 45,394.00                    | 45,394.00            |
| BA0000495                               | Reopen Police Vehicle balance                      | GLPKT12469           | 07/01/2022       |                      | 494.00                       |                      |
| BA0000518                               | Increase Police Vehicle Budget                     | GLPKT13091           | 12/15/2022       |                      | 44,900.00                    |                      |
| <b>Expense Total:</b>                   |                                                    |                      |                  | <b>1,097,102.00</b>  | <b>1,422,916.00</b>          | <b>2,520,018.00</b>  |
| <b>Fund 320 Total:</b>                  |                                                    |                      |                  | <b>0.00</b>          | <b>0.00</b>                  | <b>0.00</b>          |
| <b>Fund: 350 - LOCAL RESOURCES FUND</b> |                                                    |                      |                  |                      |                              |                      |
| <b>Revenue</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">350-0000-331310</a>         | Intergovernmental Revenue - Federal Capital Direct |                      |                  | 0.00                 | -27,279.00                   | -27,279.00           |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -27,279.00                   |                      |
| <a href="#">350-0000-334310</a>         | Intergovernmental Revenue - State Capital Direct   |                      |                  | 0.00                 | -3,637.00                    | -3,637.00            |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -3,637.00                    |                      |
| <a href="#">350-0000-389200</a>         | Reserves                                           |                      |                  | -421,028.00          | 234,920.00                   | -186,108.00          |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 194,160.00                   |                      |
| BA0000497                               | Correct Annual Paving Opening budget               | GLPKT12471           | 07/01/2022       |                      | 38,760.00                    |                      |
| BA0000498                               | Correct Mitchell Street Planning opening balan...  | GLPKT12473           | 07/01/2022       |                      | 2,000.00                     |                      |
| <b>Revenue Total:</b>                   |                                                    |                      |                  | <b>-421,028.00</b>   | <b>204,004.00</b>            | <b>-217,024.00</b>   |
| <b>Expense</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">350-0000-522200</a>         | Annual Road Paving & Sidewalks Program             |                      |                  | 878,252.00           | -878,252.00                  | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -359,498.00                  |                      |
| BA0000497                               | Correct Annual Paving Opening budget               | GLPKT12471           | 07/01/2022       |                      | -38,760.00                   |                      |
| BA0000509                               | Transfer GF Roadpaving to SPLOST                   | GLPKT12651           | 11/22/2022       |                      | -479,994.00                  |                      |
| <a href="#">350-0000-522255</a>         | Mitchell St/Bassett Storwater Planning & Design    |                      |                  | 0.00                 | 0.00                         | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 35,509.00                    |                      |
| BA0000498                               | Correct Mitchell Street Planning opening balan...  | GLPKT12473           | 07/01/2022       |                      | -2,000.00                    |                      |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | -33,509.00                   |                      |
| <a href="#">350-0000-541004</a>         | Mitchell St Stormwater Infrastructure Imp - Phase1 |                      |                  | 0.00                 | 0.00                         | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 110,745.00                   |                      |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | -110,745.00                  |                      |
| <a href="#">350-0000-542700</a>         | City Buildings Generator Project                   |                      |                  | 0.00                 | 50,000.00                    | 50,000.00            |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 50,000.00                    |                      |
| <a href="#">350-0000-611270</a>         | Transfer to 270 TAD Fund                           |                      |                  | 0.00                 | 144,254.00                   | 144,254.00           |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | 144,254.00                   |                      |
| <a href="#">350-0000-611320</a>         | Transfer out to 320-SPLOST Fund                    |                      |                  | 0.00                 | 479,994.00                   | 479,994.00           |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                    | Account Name                          |               |            | Original Budget | Budget Adjustments | Current Budget |
|-----------------------------------|---------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number                 | Adjustment Description                | Packet Number | Post Date  |                 | Amount             |                |
| BA0000509                         | Transfer GF Roadpaving to SPLOST      | GLPKT12651    | 11/22/2022 |                 | 479,994.00         |                |
| Expense Total:                    |                                       |               |            | 878,252.00      | -204,004.00        | 674,248.00     |
| Fund 350 Total:                   |                                       |               |            | 457,224.00      | 0.00               | 457,224.00     |
| Fund: 505 - WATER / SEWER FUND    |                                       |               |            |                 |                    |                |
| Expense                           |                                       |               |            |                 |                    |                |
| <a href="#">505-4420-531220</a>   | Natrual Gas                           |               |            | 0.00            | 2,000.00           | 2,000.00       |
| BA0000521                         | To move Budget to Natural Gas Account | GLPKT13124    | 01/13/2023 |                 | 2,000.00           |                |
| <a href="#">505-4420-531230</a>   | Wells & Water Tanks - Electricity     |               |            | 49,000.00       | -2,000.00          | 47,000.00      |
| BA0000521                         | To move Budget to Natural Gas Account | GLPKT13124    | 01/13/2023 |                 | -2,000.00          |                |
| Expense Total:                    |                                       |               |            | 49,000.00       | 0.00               | 49,000.00      |
| Fund 505 Total:                   |                                       |               |            | 49,000.00       | 0.00               | 49,000.00      |
| Budget Code Approved Final Total: |                                       |               |            | 1,834,762.00    | 0.00               | 1,834,762.00   |

## Description

## Fund Summary

| Description                            | Fund | Original Budget | Budget Adjustments | Current Budget |
|----------------------------------------|------|-----------------|--------------------|----------------|
| Budget Code: Approved Final - Approved |      | Fiscal: FY2023  |                    |                |
|                                        | 100  | 1,665,787.00    | 0.00               | 1,665,787.00   |
|                                        | 230  | 1,554,429.00    | 0.00               | 1,554,429.00   |
|                                        | 270  | -1,176,912.00   | 0.00               | -1,176,912.00  |
|                                        | 308  | -714,766.00     | 0.00               | -714,766.00    |
|                                        | 320  | 0.00            | 0.00               | 0.00           |
|                                        | 350  | 457,224.00      | 0.00               | 457,224.00     |
|                                        | 505  | 49,000.00       | 0.00               | 49,000.00      |
| Budget Code Approved Final Total:      |      | 1,834,762.00    | 0.00               | 1,834,762.00   |



**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

**GENERAL FUND**

**GENERAL FUND**

Notable adjustments within the departments, which did not affect the total budget, are as follows:

- City Clerk:
  - Dues and Fees adjusted to account for additional membership fees. \$150 in total.
- IT Services:
  - All departments had an adjustment for the IT Services. During the budget the total amount for IT Services was split evenly between all departments. Adjustment made for reallocation based on number of computers in each department.
- Admin:
  - Dues & Fees – adjustment made for additional dues & fees with the new Grants Administrator role in the amount of \$300.
  - Miscellaneous – nothing budgeted here, adjustment in the amount of \$1,500 for the remainder of FY2023.
- City Hall & Buildings:
  - Other Expenses – adjustment made in the amount of \$500 related to new employees office furniture expenses.
- Police Department:
  - Technology Fund – adjustment from revenue received in the amount of \$10,669
  - Education and Training – adjustment for new employee contract payout in the amount of \$12,000
  - K-9 Program – adjustment to reestablish the program.
- Depot:
  - Communications – adjustment made in the amount of \$1,600 due to the increased costs of AT&T lines. New lines being installed to reduce monthly invoices.
- Railroad Right-of-Way:
  - RR Lease Payment Adjustment – annual invoice was higher than budgeted. One time adjustment in the amount of \$470.
- Planning:
  - Website & Software Maintenance – adjustment in the amount of \$3,000 related to expenses for updated software and implementation.
  - Dues & Fees – adjustment in the amount of \$700 for new employees.

**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

- Uniforms – adjustment in the amount of \$2000 for new employees.
- Tourism:
  - Created and moved fees to revenue accounts for vendor fees and rent of all facilities.
  - Supplies & Materials – adjustment in the amount of \$500 as there was no allocation for this area in the initial budget.
  - Small Equipment – adjustment in the amount of \$2,500 to cover copier fees and plotter that is split with this department.
- Police Department:
  - Technology

Requested non-departmental adjustments are as follows:

- City Manager:
  - Increase in Car Allowance. Error when creating FY2023 budget, incorrect amount entered. Should be \$7,000. Transfer funds to come from Elections/Poll Workers in the amount of \$2,000 and Elections/Supplies & Materials in the amount of \$1,000 as there is no election to be held this fiscal year.
- Traffic Signal/AT&T:
  - Increase in Traffic Signal billed by AT&T due to increased monthly fees. Transfer funds to come from Street Lights/Electricity in the amount of \$2,700 to cover the remainder of the fiscal year. Updated lines are being installed by AT&T which will result in a decrease in monthly expenses. The current lines are extremely old and outdated.
- Culture and Recreation:
  - Increase in C&R/Electricity as there was nothing budgeted for the Farmers Market and surrounding area electricity. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$80,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to C&R/Electricity.
- Planning and Community Development:
  - Increase in PCD/Contract Services (S&E) due to open positions. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$40,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to PCD/Contract Services (S&E).
  - Increase in PCD/Plan Review Expenses due to open positions. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of

**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

\$40,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to PCD/Contract Services (S&E).

- Tourism:
  - Increase in Tourism/Public Relations to account for purchasing of ornaments that were sold. Transfer funds to come from the revenue account Tourism/Merch Sales in the amount of \$500. To date, revenue received is greater than budgeted (budgeted \$0, received \$2,355). Increasing budget for revenue and moving some of the additional funds to Tourism/Public Relations.
  - Increase in Tourism/Concert Expenses due to additional concerts and expenses related. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$15,350. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to Tourism/Concert Expenses.

**SPECIAL REVENUE FUNDS**

**GRANTS FUND**

No adjustments are needed for the quarter ending December 31, 2022.

**AMERICAN RESCUE PLAN ACT OF 2021 FUND**

Adjustments made to consolidate capital projects.

- WWTP Improvements
- Two (2) Blower Lease

**TAX ALLOCATION DISTRICT FUND**

Adjustments made to consolidate capital projects.

- Mitchell Street
- Pine Street Park & Streetscaping
- Downtown Stormwater Improvements

**HOTEL MOTEL TAX FUND**

No adjustments are needed for the quarter ending December 31, 2022.

**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

**CAPITAL PROJECT FUNDS**

**WATER/WASTEWATER CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- Water Tank Improvements Planning & Design
- Water Line Improvements Planning & Design
- WWTP Consolidation
- Wells 4 & 5
- New 250,000 Gallon Elevated Tank
- Wastewater Effluent Discharge Force Main – Phase 2

**SPLOST VII CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- VIII – Annual Road Paving & Sidewalks Program
- VIII – Old Town (General Stormwater)
- VIII – Lights Ferry Culvert
- VII – Martin School Sanitary Sewer Replacement
- CW Davis Pump Station Rehabilitation
- McEver & Gaines Ferry Rd Traffic Improvements
- VIII – PD Vehicles & Equipment

**LOCAL RESOURCES CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- Annual Road Paving & Sidewalks Program
- Mitchell St/Bassett Stormwater Planning & Design
- City Buildings Generator Project

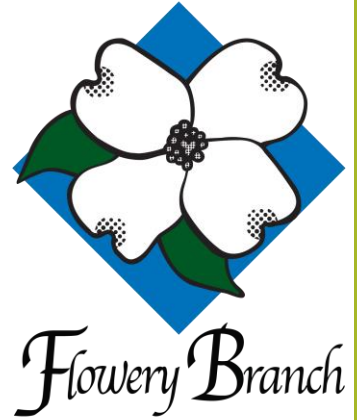
**ENTERPRISE FUNDS**

**WATER AND WASTEWATER OPERATING FUND**

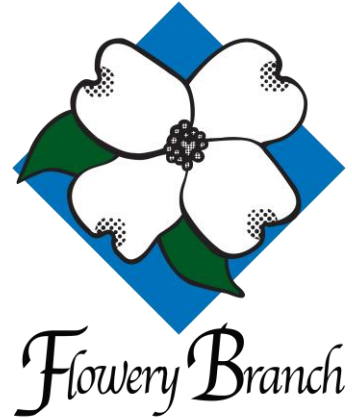
Natural Gas – moved budget from Wells & Water Tanks – Electricity to new Natural Gas account in the amount of \$2,000

# Resolution 23-002: Explanation:

- A balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices
- Requests will be presented quarterly (if needed) to ensure the City stays in compliance with balanced budget requirements.
- <http://www.audits.ga.gov/NALGAD/36812-6.html>
- Adjustment Requests Form (Attachment A)

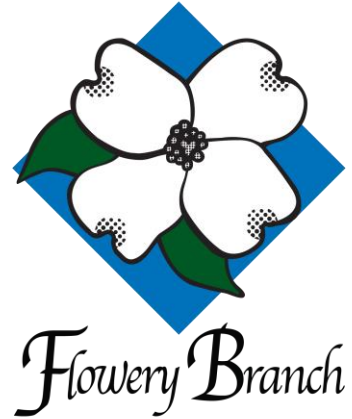


# Resolution 23-002: Explanation:



- General Fund
  - Increase City Manager Car Allowance as the original FY2023 budget did not have the correct amount. Total adjustment is for \$4,000.
  - Increase Traffic Signal / AT&T as the monthly rates have increased due to outdated AT&T lines. Total adjustment is for \$2,700. New lines are being installed and we will see a decrease in our monthly fees.

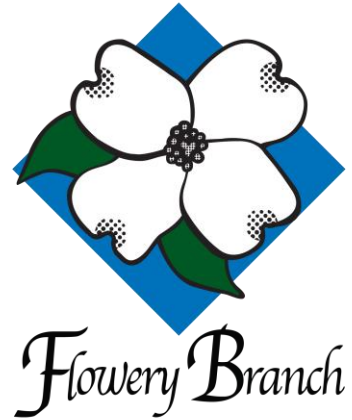
# Resolution 23-002: Explanation:



- General Fund Continued
  - Increase Culture and Recreation / Electricity as this was not accounted for in the FY2023 budget. This is the electricity for our Farmers Market Pavilion, Amphitheater and other new outdoor lighting. Total adjustment is for \$80,000.
  - Increase Planning / Contract Services and Plan Review Expenses due to open positions within the department and using outside agency for assistance. Total adjustment for each is \$40,000.

# Resolution 23-002: Explanation:

- General Fund Continued
  - Increase Tourism / Public Relations in the amount of \$500 to account for the ornaments purchased for resale.
  - Increase Tourism / Concert Expenses to cover additional planned concerts and associated costs for FY2023. Total adjustment is for \$15,350.





# Resolution 23-002: Attachment A

| Account Number                                                                                             | Account Name                        | Current Budget | Debit (Credit) | Revised Budget |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|----------------|----------------|
| 100-1400-511200                                                                                            | Elections / Poll Workers            | 2,000          | (2,000)        | -              |
| 100-1400-531100                                                                                            | Elections / Supplies & Materials    | 1,000          | (1,000)        | -              |
| 100-1320-523700                                                                                            | City Manager / Education & Training | 3,000          | (1,000)        | 2,000          |
| 100-1320-512910                                                                                            | City Manager / Car Allowance        | 3,000          | 4,000          | 7,000          |
| <i>(For adjustments to match contract, error on initial budget)</i>                                        |                                     |                |                |                |
| 100-4260-531232                                                                                            | Street Lights / Electricity         | 70,000         | (2,700)        | 67,300         |
| 100-4270-523210                                                                                            | Traffic Signal / AT&T               | 3,000          | 2,700          | 5,700          |
| <i>(For adjustment as pricing continues to increase on current plan - upgraded system in progress)</i>     |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 505,000        | 80,000         | 585,000        |
| 100-6110-531230                                                                                            | C&R / Electricity                   | -              | 80,000         | 80,000         |
| <i>(For adjustment as no budget allocated for Electricity at the Market Pavilion and surrounding area)</i> |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 585,000        | 80,000         | 665,000        |
| 100-7400-521209                                                                                            | PCD / Contract Services (S&E)       | 85,000         | 40,000         | 125,000        |
| 100-7400-521247                                                                                            | PCD / Plan Review Expenses          | 25,000         | 40,000         | 65,000         |
| <i>(For adjustments related to staffing and outside services required for S&amp;E and Plan Reviews)</i>    |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 665,000        | 15,350         | 680,350        |
| 100-7540-389100                                                                                            | Tourism / Merch Sales               | -              | 500            | 500            |
| 100-7540-521201                                                                                            | Tourism / Public Relations          | 3,000          | 500            | 3,500          |
| 100-7540-531190                                                                                            | Tourism / Concert Expenses          | 7,500          | 15,350         | 22,850         |
| <i>(For adjustments to account for revenue received)</i>                                                   |                                     |                |                |                |



# Resolution 23-002: Attachment B

- Includes –
  - Explanations for the amendments as previously presented
  - Report of quarterly departmental adjustments – for review by Council
    - Approved at the City Manager/Finance Director Level
- Conclusion –
  - Request to approve Resolution 23-002: FY2023 2nd Quarter Budget Amendments as presented.
  - Questions?



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider a Professional Services Agreement with Bureau Veritas North America.

**COUNCIL MEETING DATE:** January 19, 2023

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**HISTORY:**

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**FACTS AND ISSUES:**

This contract would allow Bureau Veritas North America to assist the City in performing site and building inspections and plan review.

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**OPTIONS:**

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

Yes

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

Approve

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**SAMPLE MOTION:**

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**COLLABORATING DEPARTMENT:**

Administration

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [FINAL BV signed agreement.pdf](#)



## STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the \_\_\_\_\_ (herein called "Client").

### RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of this Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

### AGREEMENT

#### **TERMS AND CONDITIONS**

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per the project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents



("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

**5. Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

**6. Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

**7. Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other



health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

**8. Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

**9. Use of Data or Services:** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

**10. Independent Contractor:** It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

**11. Standard of Care:** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

**12. Indemnity:** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise.

**13. Limitation of Liability:** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to the extent of insurance coverage set forth in section 14 below.

**14. Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

**15. Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**16. Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

**17. Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except



those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

**19. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**20. Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

**21. Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**22. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 900  
Plano, TX 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323



**24. Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent. Nothing in this section shall prevent Client from complying with the Georgia Open Records Act.

**25. Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

**26. Non-Solicitation/Hiring of Employees:**

~~term of this Agreement and one year after the termination of the Agreement, the Client shall not, directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.~~

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**27. Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.



**28. Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**29. Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

**30. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**31. Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) **Termination by Client:** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) **Termination by BVNA:** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

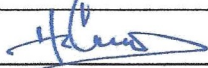
**32. Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**33. Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

**BUREAU VERITAS NORTH AMERICA, INC**

**CLIENT**

|                                                                                              |            |
|----------------------------------------------------------------------------------------------|------------|
| Signature:  | Signature: |
| Name: Hal Chitwood                                                                           | Name:      |
| Title: Business Unit Manager                                                                 | Title:     |
| Date: January 17, 2023                                                                       | Date:      |
| Address:                                                                                     | Address:   |
| Telephone: 706-818-4668                                                                      | Telephone: |
| Email: hal.chitwood@bureauveritas.com                                                        | Email:     |
| DTQR                                                                                         |            |
| Date                                                                                         |            |

## **ATTACHMENT A SCOPE OF SERVICES**

### **Architectural Plan Review**

Plan review services shall be conducted as required by the County's Building Code, Fire Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code and other related documents as approved by the City. The plans examiner will return plans with comments within 10 business days from the date of receiving the plans. Applicants will be notified of plan review comments and are responsible for addressing the comments to the satisfaction of the County. The County will retain final interpretive authority over all plans and specifications. Permits are issued by the County.

### **Building Code Inspections**

Inspection services shall be conducted as required by the City's Building Code, Fire Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in Chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included. Inspections shall be performed daily as needed. Inspectors shall report to the Building Department to collect inspection requests and upon performing the inspector shall place a detailed report in the permit file and copy will be left on site. All violations or deficiencies shall be cited with a code section on the report. Any violations of the City's Codes or concealment of any work prior to approval by BVNA will be reported to the City administrator, or their designee. The City is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the City.

### **Land Development Plan Review / Erosion Control Inspections / LIA Management for Land Disturbance Activities**

BVNA will perform Land Development plan review and inspection services and will work under the supervision of the City. BVNA will serve as the City's representative with regard to activities at construction and land development sites. Services include plan review and inspection of all active construction sites to determine that the construction activity and installation complies with approved plans, as-built drawings, applicable codes and ordinances including tree preservation, compliance with NPDES standards for erosion control and storm water BMPs. Construction activity inspections will include inspection of operations, roadway excavation and embankments, roadway construction, including subgrade, base and finish surface, all concrete work, storm water BMP enforcement and other construction as appropriate.

### **Code Enforcement/Property Maintenance Inspection**

Property maintenance inspections will be conducted as needed in accordance with the City's Code of Ordinances and the International Property Maintenance Code. Inspections are performed as needed when complaints are made by the City or its citizens. Voluntary compliance is sought through education and conversation with the violator. Citations are issued at the discretion of the City as it pertains to the minimum days to comply as stated in the Code of Ordinances. The inspector will keep a record on file of all cases and the activity involved with each case. If necessary, the inspector will appear in court to testify on behalf of the City. The City is the final interpretive authority.



## **ATTACHMENT B FEE SCHEDULE**

### **Architectural Plan Review**

- For Architectural Plan Review, BVNA will invoice the Client at a rate of \$95.00 per hour.
- For Expedited Architectural Plan Review, the rate will be \$110 per hour..

### **Building Code Administration and Inspections and Plan Review**

- For Building Code Administration, Inspections and Plan Review, BVNA will invoice the Client at a rate of \$95.00 per hour.
- For a single inspection or meeting outside of the City's normal business hours, the rate will be \$140 per hour.

### **Land Development and Land Disturbance Activities including Plan Review / Land Development Inspections / LIA Management**

- For inspections and plan review related to development and land disturbance, and erosion sedimentation control, BVNA will invoice the client at a rate of \$85.00 per hour.

### **Property Maintenance/Ordinance – Code Enforcement**

- For Property Maintenance and City Ordinance related Code Enforcement, BVNA will invoice the client at a rate of \$85.00 per hour.
- For inspections and meetings outside of the City's normal business hours, the rate will be \$120.00 per hour.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider a Contract Proposal from Thomas and Hutton to Provide Development and Building Plan Review for the City, as needed.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

This contract would allow city staff to use Thomas and Hutton for plan review of all types and any other engineering or planning needs. This would provide Flowery Branch with an on-call firm to be used as-needed.

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#### OPTIONS:

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

Yes

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve

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#### SAMPLE MOTION:

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#### COLLABORATING DEPARTMENT:

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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#### ATTACHMENTS

- [Master Letter Agreement - City of Flowery Branch.pdf](#)



5074 BRISTOL INDUSTRIAL WAY, SUITE A  
BUFORD, GA 30518 | 770.271.2868  
WWW.THOMASANDHUTTON.COM

01/06/2023

Mr. Rich Atkinson  
Director of Planning and Community Development  
City of Flowery Branch  
5512 Main Street  
Flowery Branch, Georgia 30542  
(770) 967-6378  
[rich@flowerybranchga.org](mailto:rich@flowerybranchga.org)

Re: City of Flowery Branch  
Consulting Services  
Master Letter Agreement for Services

Dear Mr. Atkinson:

Thank you for requesting our consulting services proposal associated with potential development and building plan review for the City of Flowery Branch along with potential future project development and grant assistance.

Depending on the scope of each potential project, our services could consist of General Consulting, Master Plan, General Study/Report, Survey, Design, Permit and Construction Service Phases as requested and as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during project due diligence for each potential project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services for each potential project will be as follows:

| Phase                           | Fee Structure  | Fee or Time & Expense Budget |
|---------------------------------|----------------|------------------------------|
| <b>General Consulting Phase</b> |                |                              |
| General Consulting / Meetings:  | Time & Expense | TBD                          |
| <b>Master Plan Phase</b>        |                |                              |
| Conceptual Master Planning:     | Time & Expense | TBD                          |
| Utility Master Planning:        | Time & Expense | TBD                          |
| <b>General Study/Report</b>     |                |                              |
| Development Plan Review         | Time & Expense | TBD                          |
| Building Plan Review            | Time & Expense | TBD                          |
| Traffic Study                   | Lump Sum       | TBD                          |
| Stormwater Management:          | Lump Sum       | TBD                          |
| <b>Survey Phase</b>             |                |                              |
| Boundary Survey / ALTA          | Lump Sum       | TBD                          |
| Site Topographic Survey:        | Lump Sum       | TBD                          |
| Construction Staking:           | Time & Expense | TBD                          |

Owner's Initials

Consultant's Initials



**Design Phase**

|                     |          |     |
|---------------------|----------|-----|
| Engineering Design: | Lump Sum | TBD |
|---------------------|----------|-----|

**Permit Phase**

|                              |                |     |
|------------------------------|----------------|-----|
| Land Disturbance Permitting: | Time & Expense | TBD |
| Erosion Control Permit:      | Lump Sum       | TBD |

**Construction Service Phase**

|              |                |     |
|--------------|----------------|-----|
| Bid Process: | Time & Expense | TBD |
|--------------|----------------|-----|

**Project Funding Phase**

|                                 |                |     |
|---------------------------------|----------------|-----|
| Grant Funding / Administration: | Time & Expense | TBD |
|---------------------------------|----------------|-----|

|                               |                |     |
|-------------------------------|----------------|-----|
| <b>Reimbursable Expenses:</b> | Time & Expense | TBD |
|-------------------------------|----------------|-----|

|                             |                                                     |  |
|-----------------------------|-----------------------------------------------------|--|
| <b>Additional Services:</b> | Time & Expense – See Consulting Services Rate Sheet |  |
|-----------------------------|-----------------------------------------------------|--|

|                       |                                      |            |
|-----------------------|--------------------------------------|------------|
| <b>Project Totals</b> | <b>Lump Sum + Time &amp; Expense</b> | <b>TBD</b> |
|-----------------------|--------------------------------------|------------|

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through due diligence.

\_\_\_\_\_  
Owner's Initials

 \_\_\_\_\_  
Consultant's Initials

Mr. Rich Atkinson  
City of Flowery Branch  
Letter Agreement for Services  
January 06, 2023  
Page 3

This proposal between the City of Flowery Branch ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* We appreciate the opportunity to prepare this proposal and look forward to working with you on future projects.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By   
\_\_\_\_\_  
Kyle W. Bowen, P.E.  
Principal/Project Manager

Enclosures: Scope of Services  
General Provisions  
Firm Profile Services  
2023 Rate Sheet

ACCEPTED: \_\_\_\_\_, 2023

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

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Owner's Initials  
  
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Consultant's Initials

### **SCOPE OF SERVICES**

Thomas & Hutton proposes to assist the City of Flowery Branch with potential development and building plan review, along with potential future project development and grant assistance. The below phases and tasks are provided as a reference only. Once a potential project scope is clearly defined, Thomas & Hutton will provide a detailed scope of services for each individual project.

#### **A. General Consulting Phase**

##### **1. General Consulting / Meetings**

The Consultant can assist Owner, as requested, during the execution of the project tasks where a defined scope cannot be determined. Assistance may include meetings, exhibit preparation, assembling documents, responding to questions, and feasibility analyses. Services shall be provided on a Time and Expense basis. Once specific tasks with scopes are identified, services can be provided on a Fixed Fee basis. Design and construction services are not provided under this phase.

#### **B. Master Plan Phase**

Prior to initiation of the Design Phase, Client may request one or more of the Master Plan Phase tasks. The Master Plans shall be submitted to Client for review, and Consultant will perform one revision from Client comments. Additional revisions will be considered additional services. The Master Plan tasks include:

##### **1. Conceptual Master Planning Phase**

Consultant can provide a conceptual master plan showing approximate locations of proposed land uses for the site. The uses shown will be according to direction provided by Client and will include land uses, streets, parking, amenities, ponds, buildings, and other related features within the site boundary as requested by Owner.

##### **2. Utility Master Planning Phase**

Based on an approved Master Plan from Client, Consultant can prepare conceptual plans of the:

- Water Distribution System
- Sanitary Sewer
- Storm Drainage System

Flow calculations are not part of the scope of this task. The plans are schematic in nature.

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**C. General Study/Report Phases**

1. **Development / Building Plan Review Phase** – Thomas & Hutton can perform development review and building plan review compliance per the City of Flowery Branch's Development Standards and Ordinances. Verify construction documents meet the requirements of the Georgia Stormwater Management Manual (GSMM) and Georgia Erosion Sediment and Pollution Control Ordinance, current edition. Verify compliance with Zoning Conditions. Verify construction documents meet minimum engineering design standards for public safety and communicate conflicts with existing or proposed projects which may impact developments.

*Typical Plan Review along with Stormwater Management Review takes approximately (6 – 8) man hours or \$1,250.00 - \$1,700.00 per review. Thomas & Hutton will bill client based on actual time and expense for each review.*

2. **Traffic Report Phase** – Thomas & Hutton can perform traffic data collection, conduct traffic analysis, perform trip generation, and traffic distribution, develop future traffic volumes, identify impacts, prepare study, prepare traffic signal warrant studies and Intersection Control Evaluations.
3. **Stormwater Management Phase** – Depending on the project scope and requirements, Consultant can prepare for the Owner a drainage study for the project evaluating predevelopment and post-development conditions, based on the final site plan approved by the Owner. The report shall include analysis of regulatory requirements for water quality and quantity in stormwater runoff, analysis of planned improvements, and supporting design data and modeling output. The study will include the sizing of retention facilities and project outfall. The analysis will be performed according to the Hall County Development Regulations requirements and Georgia Stormwater Management Manual.

**D. Survey Phases**

1. **Boundary / ALTA/NSPS Land Title Survey**

Thomas & Hutton can prepare boundary surveys or ALTA/NSPS Land Title surveys of potential properties identified by Client.

2. **Site Topographic Survey Phase**

Thomas & Hutton can prepare field-run topographic surveys for potential projects. Topographic surveys shall show two-foot interval elevation contours and shall be based on NAVD 88 vertical datum. The topographic survey shall show existing, visible above ground improvements.

3. **Construction Staking Phase**

Thomas & Hutton can provide construction staking services as requested by client.

E. **Design Phases**

1. **Engineering Design Phase**

Engineering Design Phase consists of the preparation of site development plans for potential projects. These plans will be submitted to Client for review. Typical site development plans will include:

- Grading – finish pad elevations, finish contours, parking lot, and grading information.
- Roadway – centerline geometry, stationing, and elevations.
- Drainage – structure location, pipe route and size, inverts and slopes, and lagoon elevations, including preparation of design calculation.
- Water Distribution – pipe route and size, valve location, hydrant location, and building connection, including preparation of design calculations.
- Sanitary Sewer – structure location, pipe size slope, and invert and building connection, including preparation of design calculations.
- Erosion Control – for roadway, drainage, water, and sewer systems
- Profiles – roads and sanitary sewer (water and drainage are not included).
- Construction Details – roads, drainage, water distribution, sanitary sewer, and erosion control. Construction specification will be inclusive within plans as per local codes
- Quantity Takeoff and Opinion of Probable Construction Cost for water and sewer drainage systems and roads, including cut and fill calculations for earthwork.
- Design calculations – storm drainage.

Coordination with Geotechnical Consultant – Client will retain a geotechnical consultant to perform subsurface investigations and pavement design for the project. Consultant will coordinate with the geotechnical consultant regarding needs of the Project and preliminary design information for the Project.

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**F. Permit Phases**

**1. Land Disturbance Permitting Phase**

Consultant can assist Owner with the preparation of submittal packages for potential development project approvals. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for potential projects include:

- City of Flowery Branch Community Development
- Hall County Planning & Development
- Hall County Fire Marshall
- Georgia Soil & Water Conservation Commission
- Hall County Traffic Engineering
- Georgia Department of Transportation

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes addressing agency comments and if requested, meeting with the agencies on behalf of the Owner.

**2. Erosion Control Permit**

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Assist the Owner with preparation of the Notice of Intent (NOI) for online submittal to the State on behalf of the Owner (as a Primary Permittee).
- Prepare an Erosion, Sediment, and Pollution Control Plan (ESPC) to include BMP's that minimize erosion and sedimentation. This plan will use the methods as outlined in the Manual for Erosion and Sediment Control in Georgia (latest edition) as a guide as required by EPD. This plan is to be prepared prior to submitting the NOI and prior to any construction activity and must be certified by a Level II Certified Design Professional.
- Provide a site map showing the drainage patterns, approximate slopes, areas of disturbance, and locations of structural and non-structural controls.
- Provide a written narrative identifying the receiving waters and wetland limits within the site boundaries.



- Provide a narrative site description including the construction activity sequencing.
- Consultant will perform one (1) site visit to inspect the installed erosion control measures and BMP's as shown on the ESPC Plan. This inspection is to be performed one week after commencement of initial construction activities or one week after the ESPC plan has been implemented, whichever is applicable. **(Note: It is the Client's responsibility to notify Consultant of commencement of construction activities).**
- Consultant will report to Client the findings of the above referenced inspection. It is the Client's responsibility to correct all deficiencies as outlined in said report within two days of the inspection.
- Implementation of the ESPC Plan in phases by the Client's contractor that require additional visits for inspection will be billed using our standard hourly rates outlined in the General Provisions attached and made a part of this proposal.

The Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PC measures.
- Continuous monitoring of maintenance of ES&PC measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

**G. Construction Service Phases**

Consultant can provide the following services for the Construction Phase:

**1. Bid Process**

Consultant can assist Owner during the Bid Phase. The service shall be provided on a Time & Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending or conducting pre-bid meetings, responding to contractor questions and request for information, preparation of the Consultant's recommendation letter for award of bid, and review shop drawings. Personnel time will be detailed on monthly invoices.

**H. Project Funding Phases**

**1. Grant Funding / Administration**

Thomas & Hutton is well-versed in the requirements that grant-funded projects entail from both a design standpoint and on the regulatory/funding side. Grant Administrator, Dale Culbreth has nearly 30 years of experience in the public funding arena. She began her career at

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the South Carolina Budget and Control Board working with the State Revolving Fund program. Prior to joining Thomas & Hutton, Dale served as the Senior Program Manager at the South Carolina Department of Commerce in the Grants and Incentive Division working with the South Carolina Coordinating Council for Economic Development and the Community Development Block Grant programs. In addition to Dale's expertise, Thomas & Hutton team members have completed numerous grant-funded projects.

Thomas & Hutton researches, identifies, negotiates, and recommends conventional and unconventional funding programs for clients including grants, loans, and bonds from various federal, state, and local government programs. We expedite funding assistance for an extensive range of infrastructure, community, and economic development projects for both public and private clients. Thomas & Hutton routinely aids municipalities, special purpose districts, economic development authorities, and private clients in researching and applying for alternative funding solutions that result in reduced local costs and expedited project timelines. We assist public agencies and private corporations with single-source accountability for planning, design, funding assistance, and construction services on various sized projects.

In addition to our extensive experience with grant-funded projects, Thomas & Hutton has assisted municipal and public utility clients with grant and loan applications on a variety of local, state, and federal programs. Our experienced team assists with project identification and justification; identification of most appropriate loan/grant program; application preparation including project description, justification, cost estimate, and exhibits; preparation of preliminary engineering and environmental reports; and response to technical questions from grant agencies.

Some of the funding sources our team are well versed in with include Rural Infrastructure Authority (RIA), Local Option Sales Tax programs, Community Development Block Grant (CDBG), USDA Rural Development, and Economic Development Administration (EDA)

#### **I. Exclusions**

Items **not** included in the scope of services are as follows:

- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Subsurface Utility Engineering (SUE)

These items can be coordinated or provided, if requested by the Owner in writing.

## **PAYMENT FOR SERVICES**

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

## **ASSIGNMENT**

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

## **CLIENT'S RESPONSIBILITIES**

### **A. Access**

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

### **B. CLIENT's Representative**

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

## **C. Fees**

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

## **CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

## **OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT until payment is made for all amounts due CONSULTANT. Once Owner pays all amounts due hereunder, ownership of the Instruments of Service shall vest with the Owner. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

## **ELECTRONIC FILES**

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

## **CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or

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cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

#### **ACCESSIBILITY**

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

#### **SUBSTITUTIONS**

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

#### **OPINIONS OF PROBABLE COSTS**

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

#### **BETTERMENT**

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

#### **CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

#### **CODE COMPLIANCE**

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

#### **VALUE ENGINEERING**

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

#### **DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

#### **LIMITS OF LIABILITY**

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **[\$25,000] or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto. In addition, CLIENT agrees, to the

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fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services and agreed to by CONSULTANT will be paid as Additional Services by CLIENT.

#### **TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

#### **ACTS OF OTHERS**

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s)', or sub-contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

#### **INDEMNIFICATION**

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### **CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **INSURANCE**

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) **Workers' Compensation – As per Statutory requirements.**
- (2) **Employer's Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (3) **Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (4) **Automobile Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (5) **Professional Liability – \$1,000,000 per claim and \$2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

#### **DISPUTE RESOLUTION**

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

#### **JOBSITE SAFETY**

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor

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will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

#### **DELAYS**

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

#### **HAZARDOUS MATERIAL**

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### **CLIMATE CHANGE**

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

#### **APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT**

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

#### **TERMINATION**

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

#### **SIGNAGE**

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

#### **AMENDMENT**

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

Owner's Initials



Consultant's Initials



## SERVICES



**CIVIL ENGINEERING:** Thomas & Hutton provides civil engineering solutions for a variety of projects throughout the Southeast. We understand the special needs of this area and evaluate the individual needs of each project carefully. Our engineers work closely with our surveyors to understand the existing conditions of the project, such as water, sewer, drainage, and other utility systems. Once a survey has been completed for a site, our engineers put "boots to ground" by walking the site with survey in hand to further their understanding of the existing conditions.



**WATER & WASTEWATER SYSTEMS:** As a leader in water and wastewater issues and solutions, Thomas & Hutton provides a full array of engineering services starting from conceptual planning through close-out, start-up, and commissioning. Thomas & Hutton provides effective methods to reutilize, upgrade, expand, and improve wastewater system capacities. Our hands-on team of professionals will satisfy your needs while meeting stringent regulations.



**TRANSPORTATION:** We have the skills and knowledge to accommodate any roadway design needs for Flowery Branch. Our experience covers a wide range of project types including interstates, interchanges, roundabouts, widenings, intersection designs, pathway designs, and signal designs. Thomas & Hutton's experts are available to handle drainage issues, traffic safety issues, construction issues, or any other concerns that may arise during the design process. Our engineers are well versed in all the local, state, and federal guidelines, the steps needed to complete a set of design plans, and the submittals necessary to obtain the necessary approvals.



**WATER RESOURCES:** We use innovative cost-effective solutions to derive alternatives for consideration when resolving drainage issues. All drainage concept designs include solutions that will provide the most benefit for the public at a reasonable cost. Short-term strategies may be identified depending on the severity of flooding occurring at the time, while funding for long term strategies can be secured.



**SURVEYING:** Our in-house land surveying capabilities are one of the main components of our business. We manage the unique and demanding needs of 1,000-acre developments to design, staking, and post construction surveys for the development of commercial properties with individual lot or construction staking services. Additionally, our staff performs specific airport obstruction and Part 77 penetration surveys per FAA Advisory Circular Standards. Our 14+ crews participate in ongoing training on the latest equipment and technology. In addition, our investment in GIS and GPS technologies helps deliver the right information to fit your project requirements and needs.



**PERMITTING:** Our strong professional relationships with representatives from various state resource agencies, the Corps of Engineers, and local, state, and federal regulatory agencies within our service region help ensure timely discovery and resolution of issues identified during a project and aid in expediting the permitting process. We understand the unique environmental elements associated with our surrounding communities and are familiar with the local permitting processes and review personnel.



**CONSTRUCTION ADMINISTRATION:** A Thomas & Hutton representative will make on-site observations to note progress and quality of work to verify compliance with the project plans and specifications and adherence to requirements. These observations may result in verbal or written notification to the client and/or contractor of deficiencies. We do not direct the contractor, its subcontractors, or any workers, as to how to perform the work. The contractor's means and methods are solely its choices.



**GRANT/FUNDING ASSISTANCE:** We research, identify, negotiate, and recommend conventional and unconventional funding programs for clients, including grants, loans, and bonds from various federal, state, and local government programs. We expedite funding assistance for an extensive range of infrastructure, community, and economic development projects for both private and public clients. Thomas & Hutton routinely aids municipalities in finding alternative funding solutions that result in lower local costs. We assist public agencies and private corporations with single-source accountability for planning, design, funding assistance, and construction services on various sized projects.



## 2023 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

| Hourly Rate | Engineer                                    | Survey                                                           | Landscape                                         | GIS                | Quality Control               | Business/<br>Administrative                                                               |
|-------------|---------------------------------------------|------------------------------------------------------------------|---------------------------------------------------|--------------------|-------------------------------|-------------------------------------------------------------------------------------------|
| \$ 280.00   | Consultant                                  | Consultant                                                       | Consultant                                        | Consultant         | Consultant                    |                                                                                           |
| \$ 255.00   | Senior Manager                              | Senior Manager<br>Survey Party (3–Men)                           | Senior Manager                                    | Senior Manager     | Senior Manager                | Senior Manager                                                                            |
| \$ 230.00   | Project Manager V<br>Project Engineer V     | Survey Manager V<br>Project Surveyor V                           | Landscape Architect V<br>LA Project Manager V     | GIS Manager V      |                               |                                                                                           |
| \$ 210.00   | Project Manager IV<br>Project Engineer IV   | Survey Manager IV<br>Project Surveyor IV                         | Landscape Architect IV<br>LA Project Manager IV   | GIS Manager IV     |                               | Senior Application Developer IV,<br>Software/Computer Consultant IV                       |
| \$ 200.00   | Project Manager III<br>Project Engineer III | Survey Manager III<br>Project Surveyor III                       | Landscape Architect III<br>LA Project Manager III | GIS Manager III    |                               | Senior Application Developer III,<br>Software/Computer Consultant III                     |
| \$ 185.00   | Project Manager II<br>Project Engineer II   | Survey Manager II<br>Project Surveyor II<br>Survey Party (2–Men) | Landscape Architect II<br>LA Project Manager II   | GIS Manager II     | Construction Administrator II | Senior Application Developer II,<br>Software/Computer Consultant II                       |
| \$ 170.00   | Project Manager I<br>Project Engineer I     | Survey Manager I<br>Project Surveyor I                           | Landscape Architect I<br>LA Project Manager I     | GIS Manager I      | Construction Administrator I  | Grant Administrator, Senior<br>Application Developer I,<br>Software/Computer Consultant I |
| \$ 160.00   | Designer IV<br>Engineering Technician IV    | Staff Surveyor V<br>Survey Field Supervisor                      | Landscape Designer IV                             | GIS Analyst IV     | Field Representative V        | Application Developer IV                                                                  |
| \$ 150.00   | Designer III<br>Engineering Technician III  | Staff Surveyor IV                                                | Landscape Designer III                            | GIS Analyst III    | Field Representative IV       | Application Developer III                                                                 |
| \$ 135.00   | Designer II<br>Engineering Technician II    | Staff Surveyor III<br>Survey Party (1–Man)                       | Landscape Designer II                             | GIS Analyst II     |                               | Permit Coordinator III<br>Application Developer II                                        |
| \$ 125.00   | Designer I<br>Engineering Technician I      | Staff Surveyor II                                                | Landscape Designer I                              | GIS Analyst I      | Field Representative III      | Application Developer I,<br>Permit Coordinator II, Admin IV                               |
| \$ 110.00   | CADD Technician III                         | Staff Surveyor I<br>Survey Technician III                        | Landscape Technician III                          | GIS Technician III | Field Representative II       | Permit Coordinator I                                                                      |
| \$ 100.00   | CADD Technician II                          | Survey Technician II                                             | Landscape Technician II                           | GIS Technician II  |                               |                                                                                           |
| \$ 95.00    | CADD Technician I                           | Survey Technician I                                              | Landscape Technician I                            | GIS Technician I   | Field Representative I        | Admin III                                                                                 |
| \$ 90.00    |                                             |                                                                  |                                                   |                    |                               | Admin II                                                                                  |
| \$ 85.00    |                                             |                                                                  |                                                   |                    |                               | Admin I                                                                                   |
| \$ 425.00   | Expert Witness                              |                                                                  |                                                   |                    |                               |                                                                                           |

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider January 5, 2023 City Council Meeting Minutes

**COUNCIL MEETING DATE:** January 19, 2023

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**HISTORY:**

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**FACTS AND ISSUES:**

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**OPTIONS:**

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

No

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

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**SAMPLE MOTION:**

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**COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

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#### ATTACHMENTS

- [Unofficial January 5, 2023 City Council Meeting Minutes.pdf](#)



**City of Flowery Branch  
City Council Meeting  
Thursday, January 5, 2022, 6:00 PM  
City of Flowery Branch City Hall  
5410 W. Pine Street, Flowery Branch, GA 30542**



**CALL WORK SESSION TO ORDER:**

Mayor Asbridge called the council meeting to order at 6:01 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Planning Director Rich Atkinson, Public Works Director Bill Whidden, Community Relations Director Renee Carden, Finance Director Matthew Hamby and City Attorney Ron Bennett.

Absent: Police Chief Chris Hulsey

**PLEDGE OF ALLEGIANCE:**

Mayor Asbridge led the Pledge of Allegiance.

**ADOPTION OF AGENDA:**

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

MOTION: Joe Anglin

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

**PUBLIC HEARING:**

*A public hearing to consider variance requests submitted by Mr. Jason Jackson for relief from the zoning ordinance requirements set forth in Table 6.2 for 6027 and 6031 Morrow Drive.*

Planning Director Atkinson presented a variance request submitted by Mr. Jason Jackson for relief from the zoning ordinance requirements set forth in Table 6.2 for 6027 and 6031 Morrow Drive. The applicant reviewed options on how to best develop these parcels while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current

zoning. In other words, the lots are legally platted, but they cannot be altered - making new home construction impossible. Ultimately, the applicant decided to pursue building on the legal lots as recorded. To meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance. Mr. Jackson requests to combine the two lots and build one single family home.

Council held a discussion regarding the variance request.

In Favor:

Tony Carter on behalf of his granddaughter, Aleah Goss, who lives next door to this property. His question is whether this will be a one story or two-story dwelling, Planning Director Atkinson does not have confirmation on this question. Mr. Carter requested if this is approved by Council, this be a one-story, single-family dwelling.

Against: None

Mayor Asbridge closed the Public Hearing at 6:10 p.m.

Consider a variance request submitted by VM&R, LLC. allowing gasoline pumps to be located in front of the primary structure.

Planning Director Atkinson presented a variance request submitted by VM&R, LLC. which would allow gasoline pumps to be in front of the primary structure.

Council held a discussion regarding the variance request.

In Favor:

Tom Bower, President, Clipper Petroleum

Against: None

Mayor Asbridge closed the public hearing at 6:19 p.m.

**UNFINISHED BUSINESS - WORK SESSION:**

Consider the Second Read of Ordinance 672, a request submitted by BLT Martin Road, LLC for a Conditional Use Permit (CUP) to construct a self-storage facility at 4153 Falcon Parkway.

Planning Director Atkinson presented Ordinance 672, a request submitted by BLT Martin Road, LLC for a Conditional Use Permit to construct a self-storage facility at 4153 Falcon Parkway.

Council held a discussion with the applicant, Shawn Gleason, 1776 Peachtree Road, Atlanta, GA 30309. Council requested conditions on the façade that faces Falcon Parkway and Martin Road shall be clad with no less than two-thirds brick that shall be approved by City staff. The

preliminary landscape plan submitted by the applicant within this agenda be included in the conditions and grass installed shall be a sod variety all the way to the curbs.

**NEW BUSINESS -WORK SESSION:**

*Sanitary Sewer Intergovernmental Agreement between the City of Gainesville, Georgia and the City of Flowery Branch, Georgia*

City Manager Parrish presented a sanitary sewer Intergovernmental Agreement with the City of Gainesville, Georgia to accept up to 400,000 gallons per day of wastewater. This is an interim measure to allow the City of Flowery Branch to continue issuing sewer taps in our City. The City of Gainesville will meet on January 17, 2023, to approve this Intergovernmental Agreement.

Council held a discussion regarding the construction of the line and the budget.

*Approval of City of Flowery Branch Personnel Handbook*

City Manager Parrish presented a discussion regarding the updated City of Flowery Branch Personnel Handbook.

*Task Order #2 with ESG Engineering, Inc. for the Modification, Expansion and Additional Wastewater Reclamation Facility Design and Issuance of Construction Manager at Risk (CMAR) Request for Qualifications (RFQ).*

City Manager Parrish presented Task Order #2 for the modification, expansion and additional Wastewater Reclamation Facility Design and issuance of Construction Manager at Risk (CMAR) request for qualifications (RFQ). A 2.2MGD plant was designed and it was bid out in May 2022. Part of this engagement was obtaining a 2.2MGD permit from EPD which the city now has. Unfortunately, the bids came in at more than double the existing budget (\$20M) for the plant and ranged from \$52M - \$57M. City staff went through a value engineering effort using ESG, Engineering, Inc. to try to get the costs closer to the budgeted amount but found that it was not possible without major modifications to the design of the plant.

During the value engineering effort, the concept of construction manager at risk (CMAR) was explored. Also explored was the idea that the current plant is operating at almost 1MGD and has a useful life for years in the future especially with some rehabilitation and modification.

This task order with ESG Engineering, Inc. is for the design of this rehabilitation and modifications of our existing plant as well as a new 1.5MGD plant allowing the city to utilize up to 2.2MGD permitted by EPD. ESG Engineering, Inc. will also develop the RFQ for CMAR allowing the construction manager to be involved in the design process/decision making from the beginning which will ensure budget control, potentially alleviate long lead time issues on equipment, provide a maximum not-to-exceed price earlier in process, and allow construction of the new facility to be built into the contractor's backlog well in advance of the classical Design-Bid-Build process. Construction administration/oversight and observation services were



contemplated by the engineer and will be agreed to at a later time prior to commencement of construction

Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

City Manager Parrish presented a Consulting Agreement with Jimmy Dean for Wastewater Consulting Services. Jimmy Dean has retired at the end of 2022 and has agreed to work an average of two days per week as there is so much going on with the city's water system and at the wastewater treatment plant.

Resolution 23-001 Appointment of Assistant City Clerk

City Manager Parrish presented Resolution 23-001. The City Clerk, Shelia Cooper, has been cross training Mrs. Nancy Rodriguez on the duties of City Clerk. It is in the best interest of the City of Flowery Branch to have an appointed Assistant City Clerk.

**DEPARTMENT REPORTS:**

Community Relations Director Report:

Community Relations Director reminded all citizens that the Farmer's Market will be the second and fourth Thursday of every month until the end of April. She gave updates on the Downtown Merchants. She reminded citizens that starting Monday, January 9, there will be road work on Railroad and Main Street.

Finance Director Report:

Finance Director Hamby reported on the Citizens' Financial Report also known as Popular Annual Financial Report (PAFR).

Council Report:

Council Member Mundy likes the PAFR and advised citizens to download the City app which will show the status of all the City projects.

Mayor Report:

Mayor Asbridge announced that the City will start having a City tour every month for invited citizens. There will be a small presentation and tour of downtown. He would like to provide a discussion and transparency within the City and share our services and accomplishments.

**ADJOURNMENT WORK SESSION:**

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

**VOTING SESSION AGENDA**

**CALL VOTING SESSION TO ORDER:**

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

**PUBLIC COMMENTS:** No public comments

**CONSENT AGENDA:**

- Consider December 1, 2022 City Council Meeting Minutes
- Consider December 15, 2022 City Council Meeting Minutes
- Consider Mayor Asbridge Per Diem for December 2022

There was a motion made to approve the consent agenda.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

**UNFINISHED BUSINESS - VOTING SESSION:**

Purchase and Closing Documents for the Finalization of Purchasing the Land on Atlanta Highway that has Two Wells on it for the City's Water Supply.

There was a motion made to approve the closing of the real property and wells at 4735, 4741, 4745 and 4755 Atlanta Highway from the State of Georgia authorizing the mayor, city manager, city clerk and city attorney to sign all necessary documents to consummate the transaction.

MOTION: Oliver McClellan

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Council Member Anglin thanked City Manager Parrish for all her hard work and labor in getting the City to this transaction.

Consider the second read of ordinance 674, a request for a Conditional Use Permit (CUP) submitted by Coro Realty to build and operate a Self-Storage Facility at 6401 McEver Road.

City Attorney Bennett read the caption for Ordinance 674.

There was a motion made to approve Ordinance 674.

MOTION: Joe Anglin

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

Consider the Second Read of Ordinance 672, a request submitted by BLT Martin Road, LLC for a Conditional Use Permit (CUP) to construct a self-storage facility at 4153 Falcon Parkway.

City Attorney Bennett read the caption for Ordinance 672.

There was a motion made to approve Ordinance 672 with the following conditions:

1. Decorative fencing with staggered brick pillars be installed on the Falcon Parkway and Martin Road side of the property and be approved by City staff.
2. Falcon Parkway facing facade and Martin Road facing facade portion of the building be clad with no less than two-thirds brick that shall be approved by City staff.
3. The preliminary landscape plan submitted by the applicant within this agenda be included in the conditions and grass installed shall be a sod variety.

The above conditions are in addition to those proposed by City staff.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

#### **NEW BUSINESS - VOTING SESSION:**

Sanitary Sewer Intergovernmental Agreement between the City of Gainesville, Georgia and the City of Flowery Branch, Georgia.

There was a motion made to approve the sanitary sewer Intergovernmental Agreement with the City of Gainesville and the City of Flowery Branch.

MOTION: Oliver McClellan

SECOND: Joseph Mezzanotte

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

NAYS: None

Motion carried

Council Member Mezzanotte thanked City Manager Parrish on all her hard work negotiating and cooperating with Hall County and the City of Gainesville on this Agreement. Council Member Mundy agreed with Council Member Mezzanotte.

Approval of City of Flowery Branch Personnel Handbook

There was a motion made to approve the City of Flowery Branch Personnel Handbook as presented.

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

Task Order #2 with ESG Engineering, Inc. for the Modification, Expansion and Additional Wastewater Reclamation Facility Design and Issuance of Construction Manager at Risk (CMAR) Request for Qualifications (RFQ).

There was a motion made to approve Task Order #2 with ESG Engineering, Inc. for the modification, expansion and additional Wastewater Reclamation Facility design and issuance of Construction Manager at Risk (CMAR) request for qualifications (RFQ).

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

Consider the First Read of Ordinances 675, a request from VM&R, LLC to rezone two parcels of land from Agricultural (A) to Highway Business (HB).

City Attorney Bennett read the caption for Ordinance 675.

There was a motion made to approve Ordinance 675.

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

Consider the First Read of Ordinances 676, a request from VM&R, LLC to rezone two parcels of land from Agricultural (A) to Highway Business (HB).

City Attorney Bennett read the caption for Ordinance 676.

There was a motion made to approve Ordinance 676.

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

Consider Ordinance 684, a variance request submitted by VM&R, LLC. allowing gasoline pumps to be located in front of the primary structure.

There was a motion made to approve Ordinance 684.

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

Consider Ordinance 685, a variance request submitted by VM&R, LLC. allowing gasoline pumps to be located in front of the primary structure.

There was a motion made to approve Ordinance 685.

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

Consulting Agreement with Jimmy Dean for Wastewater Consulting Services

There was a motion made to approve a consulting agreement with Mr. Jimmy Dean for Wastewater Consulting Services.

Council Member Anglin stated the importance of this consulting agreement for Mr. Dean's knowledge of the Wastewater Treatment Facility.

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

Resolution 23-001 Appointment of Assistant City Clerk

There was a motion made to approve Resolution 23-001 appointing Nancy Rodriguez as Assistant City Clerk.

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

**EXECUTIVE SESSION:**

There was a motion made to enter executive session for matters related to pending or potential litigation and for matters related to the acquisition/disposition of real estate at 7:36 p.m.

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

There was a motion made to exit executive session at 8:06 p.m.

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

**ADJOURNMENT:**

There was a motion made to adjourn at 8:06 p.m.



MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

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Edward Asbridge, Mayor

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Date

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Shelia Cooper, City Clerk



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider the Second Reading of Ordinances 675, a Request from VM&R, LLC to Rezone Two Parcels of Land from Agricultural (A) to Highway Business (HB).

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

This is a rezoning request for two parcels of land located at the northeast corner of the intersection of HF Reed Industrial Parkway and Falcon Parkway. The two parcels are identified as 08070 001002 and 08073 000004A totaling a combined 13.7 +/- acres. Currently zoned Agriculture (A), the applicant wished to rezone to Highway Business (HB) with the intent to construct a convenience store and gas station with additional, yet to be determined, HB appropriate uses.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve ordinance 675.

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#### SAMPLE MOTION:

I make a motion to approve ordinance 675.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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#### ATTACHMENTS

- Rezoning Application (HF Reed and Falcon Pkwy).pdf
- NOV 17 Falcon Pkwy Exterior Elevations Rendering.pdf
- Nov 17 Rezoning Supplemental Request (HF Reed).pdf
- NOV 17 C-4 SITE PLAN\_10-28-22.pdf
- Nov 17 HF Reed & Falcon Pkwy.pdf
- Staff Report Pilot.pdf
- Rezoning Ordinance 675.pdf



## REZONING APPLICATION

**Date:** September 16, 2022

**Address of Request:**

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

Tax Map # 08070 001002; 08073 000004A Current Zoning: A

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

Currently a conforming use? Yes

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

**Applicant Information**

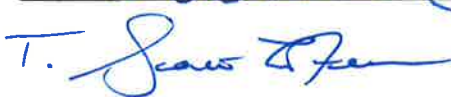
Name: VM&R, LLC

Address: 5317 T L Bower Way, Flowery Branch, GA, 30542

E-mail address: slefevre@clipperpetroleum.com

Phone number: 770-965-6416

Signature: 

Notary: 





Property owner information (if different than the applicant)

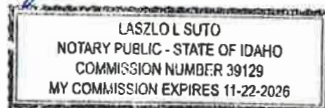
Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: Rex McCrary, General Partner, THE McCrary Family Partnership, L.P.

Notary:

State of Idaho  
County of Bonner

Signed by Rex McCrary on 9-15-22



[Signature] Notary  
My Commission expires 11-22-26

**Property Information**

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property

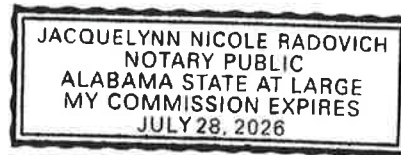


Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: [Signature] - BURWELL  
INVESTMENTS, LP

Notary:



### Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: *[Handwritten Signature]*

Notary: *Kelli B. Moore*



### Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

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

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

- Legal description
- Current survey of property





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

### **Conflict of Interest Disclosure**

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

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

N/A

---

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

N/A

---

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

N/A

---



### Disclosure of Campaign Contributions

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

| Elected Officials Name | Amount of Description of Gift |
|------------------------|-------------------------------|
| N/A                    |                               |
|                        |                               |
|                        |                               |

### CITY STAFF ONLY

Application Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_



#### Sec. 34.7. - Analysis Requirements

- (a) Yes. Proposed use is a c-store with petroleum sales. Recent neighboring development includes large warehouses/fulfillment centers, as well as residential apartments.
- (b) The proposal will not adversely affect usability of adjacent or nearby properties. There is ample space on the subject property. It sits along I-985, HF Reed Pkwy, Falcon Pkwy, and adjacent to Zion Hill Baptist Church.
- (c) Subject property is currently zoned Agriculture. Recent development in the immediate area is industrial (M-1).
- (d) Proposed use will not cause excessive use of existing transportation facilities, utilities, or schools.
- (e) Yes
- (f) N/A
- (g) Existing subject property is undeveloped land. Surrounding properties are zoned M-1, and include large warehouses and apartments.
- (h) Unknown.
- (i) Adjacent property is already developed, and proposed use will not negatively impact value or improvement of adjacent property.
- (j) Requested zoning will not create an isolated zoning district.
- (k) N/A
- (l) Development will be conducted in a manner to minimize any soil erosion and sedimentation. No foreseen impact related to flooding, air and water quality.
- (m) The proposed use is consistent with the overall zoning scheme.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

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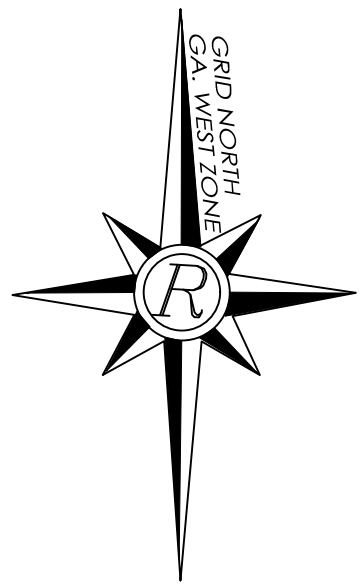
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From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



- LEGEND**
- AKA - ALSO KNOWN AS
  - C&G - CURB & GUTTER
  - CI - CENTER INLET
  - CMF - CONCRETE MONUMENT FOUND
  - CONC - CONCRETE
  - DB, PG - DEED BOOK, PAGE
  - DI - DROP INLET
  - DWCB - DOUBLE-WING CATCH BASIN
  - EP - EDGE OF PAVEMENT
  - FES - FLAIRED END SECTION
  - FH - FIRE HYDRANT
  - HM - HEADWALL
  - IPS - IRON PIN SET (1/2" REBAR)
  - JB - JUNCTION BOX
  - LL - LAND LOT
  - LP - LIGHT POLE
  - LM - MANHOLE
  - MON - MONUMENT
  - N/F - NOW OR FORMERLY
  - OTPF - OPEN TOP PIPE FOUND
  - PBX - POWER BOX
  - PL - PROPERTY LINE
  - PM - POWER METER
  - POB - POINT OF BEGINNING
  - PP - POWER POLE
  - PTP - POWER & TELEPHONE POLE
  - PWNT - PAVEMENT
  - RBF - REBAR FOUND
  - R/W - RIGHT OF WAY
  - SWCB - SINGLE-WING CATCH BASIN
  - WBX - WATER BOX
  - TP - TELEPHONE POLE
  - TPOB - TRUE POINT OF BEGINNING
  - TSP - TRAFFIC SIGNAL POLE
  - WM - WATER METER
  - WV - WATER VALVE

### SURVEY NOTES

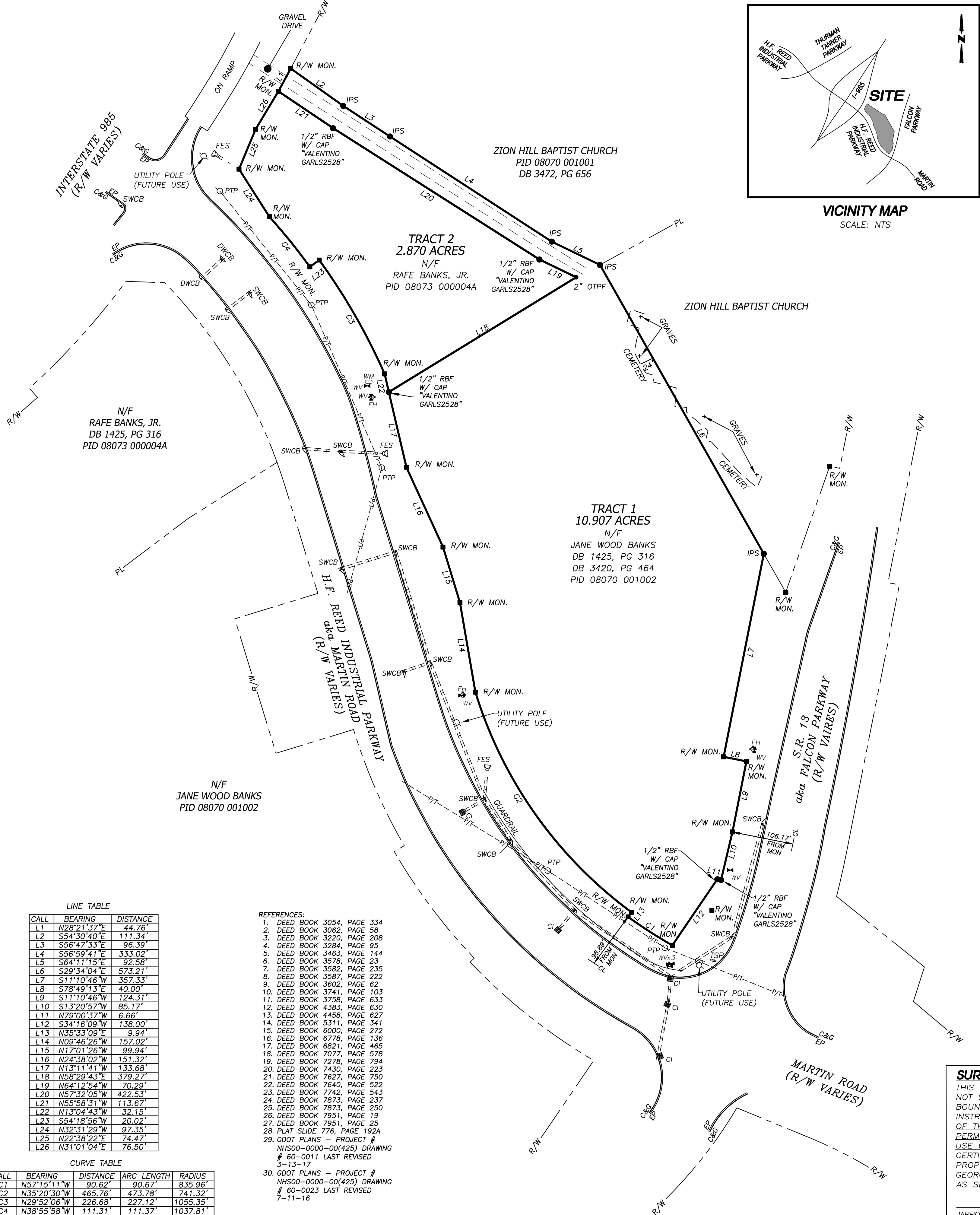
- THE FIELD DATA DATED 3/29/19 THRU 4/1/19, AND 9/14/22 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,916 FEET AND AN ANGULAR ERROR OF 1" SECONDS PER ANGLE AND WAS ADJUSTED BY LEAST SQUARES. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,112,883 FEET.
- THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, NAD 83 GEORGIA WEST ZONE, AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R10 GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
- THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.
- NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA AS SHOWN ON MAP NUMBER 13139C0284G HAVING A REVISED DATE OF APRIL 4, 2018. NO AREAS LIE BELOW THE MAXIMUM FLOOD CONTROL STORAGE OF LAKE SIDNEY LANIER (ELEVATION 1085).
- DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, AS SHOWN. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
- THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'13"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"W | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
| L17        | N13°11'41"W | 133.68'  |
| L18        | N58°29'43"E | 379.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N26°11'29"W | 97.35'   |
| L25        | N22°38'24"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |            |          |
|-------------|-------------|----------|------------|----------|
| CALL        | BEARING     | DISTANCE | ARC LENGTH | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 90.67'     | 835.96'  |
| C2          | N39°20'50"W | 465.76'  | 473.78'    | 741.32'  |
| C3          | N29°52'06"W | 226.68'  | 227.12'    | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 111.37'    | 1037.81' |

- REFERENCES:
- DEED BOOK 3054, PAGE 334
  - DEED BOOK 3062, PAGE 58
  - DEED BOOK 3220, PAGE 208
  - DEED BOOK 3284, PAGE 95
  - DEED BOOK 3463, PAGE 144
  - DEED BOOK 3578, PAGE 23
  - DEED BOOK 3582, PAGE 235
  - DEED BOOK 3587, PAGE 222
  - DEED BOOK 3602, PAGE 62
  - DEED BOOK 3741, PAGE 103
  - DEED BOOK 3758, PAGE 633
  - DEED BOOK 4363, PAGE 630
  - DEED BOOK 4458, PAGE 627
  - DEED BOOK 5311, PAGE 341
  - DEED BOOK 6001, PAGE 272
  - DEED BOOK 6778, PAGE 136
  - DEED BOOK 6821, PAGE 465
  - DEED BOOK 7077, PAGE 578
  - DEED BOOK 7276, PAGE 794
  - DEED BOOK 7430, PAGE 223
  - DEED BOOK 7627, PAGE 750
  - DEED BOOK 7640, PAGE 522
  - DEED BOOK 7742, PAGE 543
  - DEED BOOK 7873, PAGE 237
  - DEED BOOK 7873, PAGE 250
  - DEED BOOK 7951, PAGE 19
  - DEED BOOK 7951, PAGE 25
  - PLAT SLIDE 776, PAGE 192A
  - GOOT PLANS PROJECT #
  - NHS00-0000-00(425) DRAWING # 60-0011 LAST REVISED 3-13-17
  - GOOT PLANS - PROJECT #
  - NHS00-0000-00(425) DRAWING # 60-0023 LAST REVISED 7-11-16



### LEGAL DESCRIPTION - TRACT 1

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

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Said tract contains 10.907 acres.

### LEGAL DESCRIPTION - TRACT 2

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

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From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc distance of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc distance of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.

### SURVEYORS CERTIFICATION

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

JARROD D. BLACK, GEORGIA RLS #003288  
jblack@rochester-assoc.com  
Rochester and Associates, LLC  
LSF-000484  
www.rochester-assoc.com

9/15/2022  
DATE

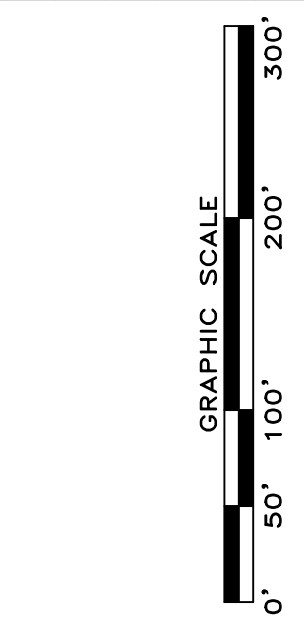


Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30601  
770.778.0600 P | www.rochester-assoc.com

### BANKS ESTATE

LOCATED IN:  
LAND LOT 73, 8TH DISTRICT  
HALL COUNTY, GEORGIA

| RETRACEMENT SURVEY |      | DESCRIPTION |      | REVISIONS |      |
|--------------------|------|-------------|------|-----------|------|
| NO.                | DATE | NO.         | DATE | NO.       | DATE |
|                    |      |             |      |           |      |
|                    |      |             |      |           |      |
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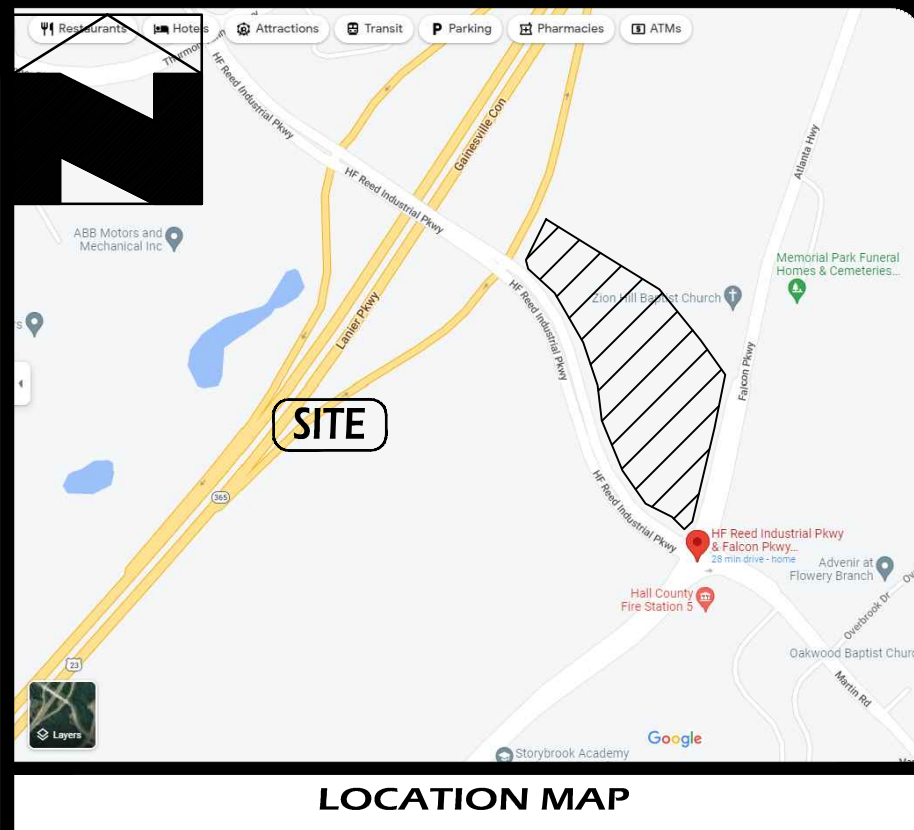
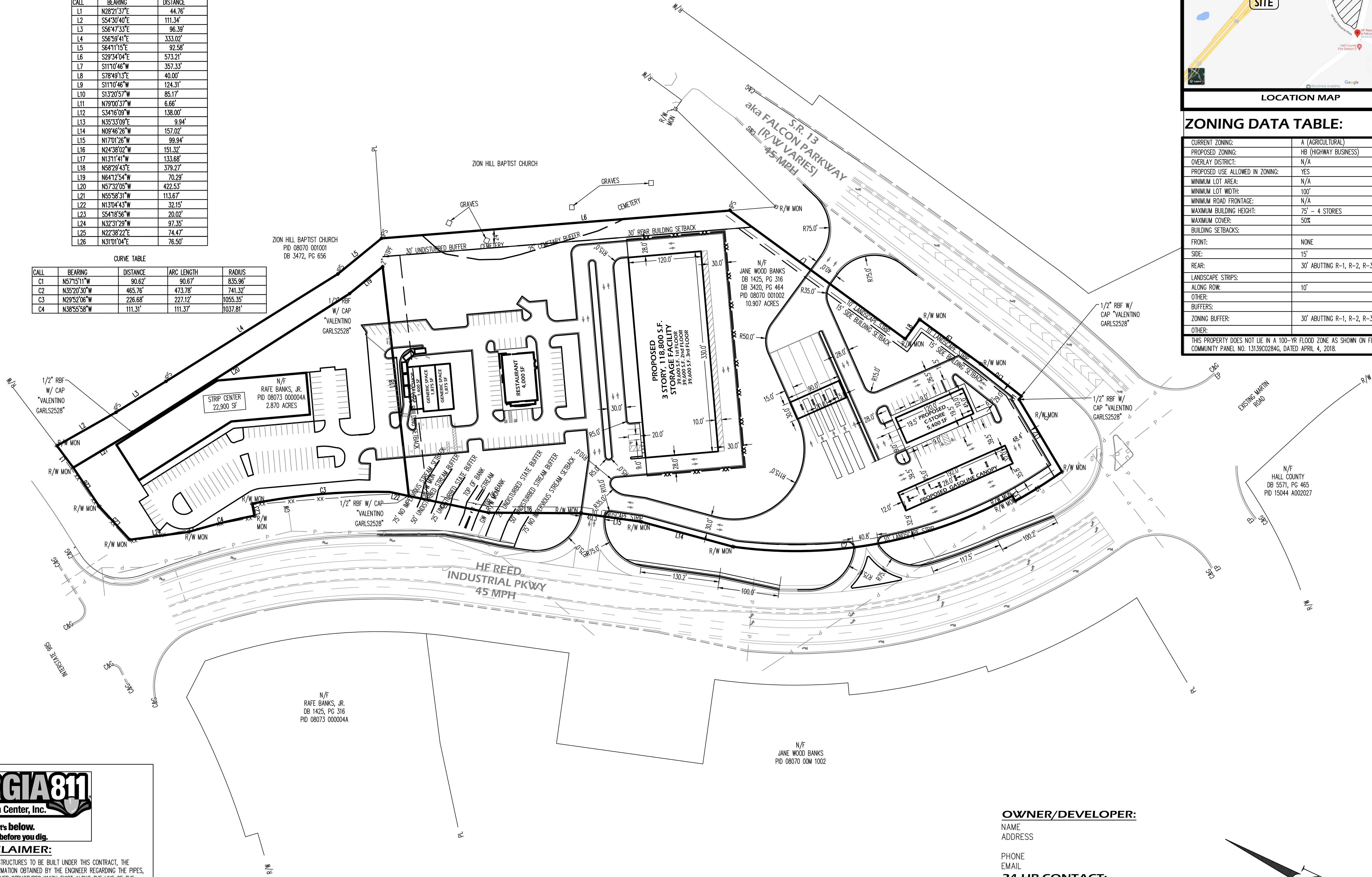


| SHEET |    | DATE                |         |
|-------|----|---------------------|---------|
| 1     | OF | 1                   | 9/15/22 |
| 1     |    | SCALE 1"=100'       |         |
| 1     |    | JOB NO. G204226.MNP |         |
| 1     |    | DRAWN BY: MSA       |         |
| 1     |    | DWG NO.: SRW        |         |



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'15"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"W | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
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| L18        | N58°29'43"E | 378.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N32°31'29"W | 97.35'   |
| L25        | N22°38'22"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |          |
|-------------|-------------|----------|----------|
| CALL        | BEARING     | DISTANCE | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 835.96'  |
| C2          | N35°20'30"W | 465.76'  | 473.78'  |
| C3          | N29°52'06"W | 226.68'  | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 1037.81' |



| ZONING DATA TABLE:                                                                                                       |                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CURRENT ZONING:                                                                                                          | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                                                                                                         | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:                                                                                                        | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING:                                                                                          | YES                                  |
| MINIMUM LOT AREA:                                                                                                        | N/A                                  |
| MINIMUM LOT WIDTH:                                                                                                       | 100'                                 |
| MINIMUM ROAD FRONTAGE:                                                                                                   | N/A                                  |
| MAXIMUM BUILDING HEIGHT:                                                                                                 | 75' - 4 STORIES                      |
| MAXIMUM COVER:                                                                                                           | 50%                                  |
| BUILDING SETBACKS:                                                                                                       |                                      |
| FRONT:                                                                                                                   | NONE                                 |
| SIDE:                                                                                                                    | 15'                                  |
| REAR:                                                                                                                    | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:                                                                                                        |                                      |
| ALONG ROW:                                                                                                               | 10'                                  |
| OTHER:                                                                                                                   |                                      |
| BUFFERS:                                                                                                                 |                                      |
| ZONING BUFFER:                                                                                                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OTHER:                                                                                                                   |                                      |
| THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13138C0284G, DATED APRIL 4, 2018. |                                      |

**Evans Design Group, Inc.**  
Civil Engineering /  
Site Planning /  
Land Development Services  
4755 Summer Song Court  
Buford, GA 30519  
(Ph) 678.207.6830  
jevans@evansdg.com

**REGISTERED**  
NO. 26681  
PROFESSIONAL  
ENGINEER  
JON M. EVANS  
GSWCC LEVEL II CERT. # 10877

**PROJECT NAME**  
**HF REED & FALCON PARKWAY RETAIL CENTER**  
**HF REED INDUSTRIAL PKWY I.L.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA**

**DATE:**  
**8-23-22**

|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

☒ Not Released For Construction  
☐ Released For Construction

**OWNER/DEVELOPER**

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| REVISIONS |  |
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**JOB NUMBER:**  
**22-046**

**SHEET TITLE**  
**SITE PLAN**  
**C-4**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Know what's below.  
Call before you dig.

**UTILITY DISCLAIMER:**  
IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

**OWNER/DEVELOPER:**

NAME  
ADDRESS

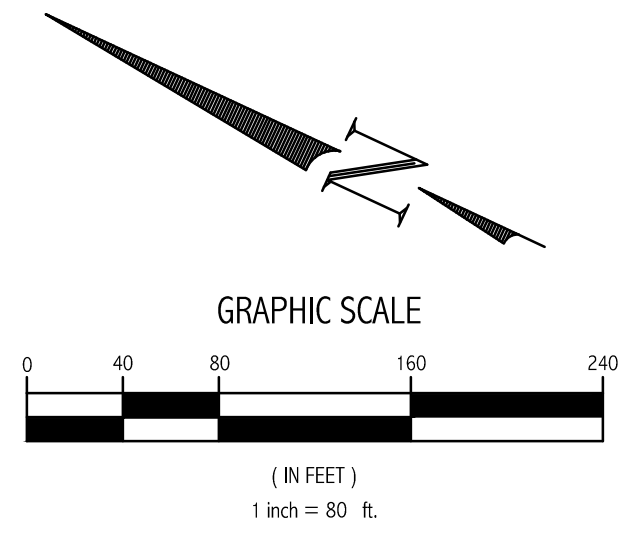
PHONE  
EMAIL

**24-HR CONTACT:**

NAME  
PHONE  
EMAIL

**ENGINEER:**

EVANS DESIGN GROUP, INC.  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.











**CLIPPER**  
PETROLEUM

**HFR**  
HILL FOLEY ROSSI  
ARCHITECTURE • ENGINEERING



FRONT ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





REAR ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

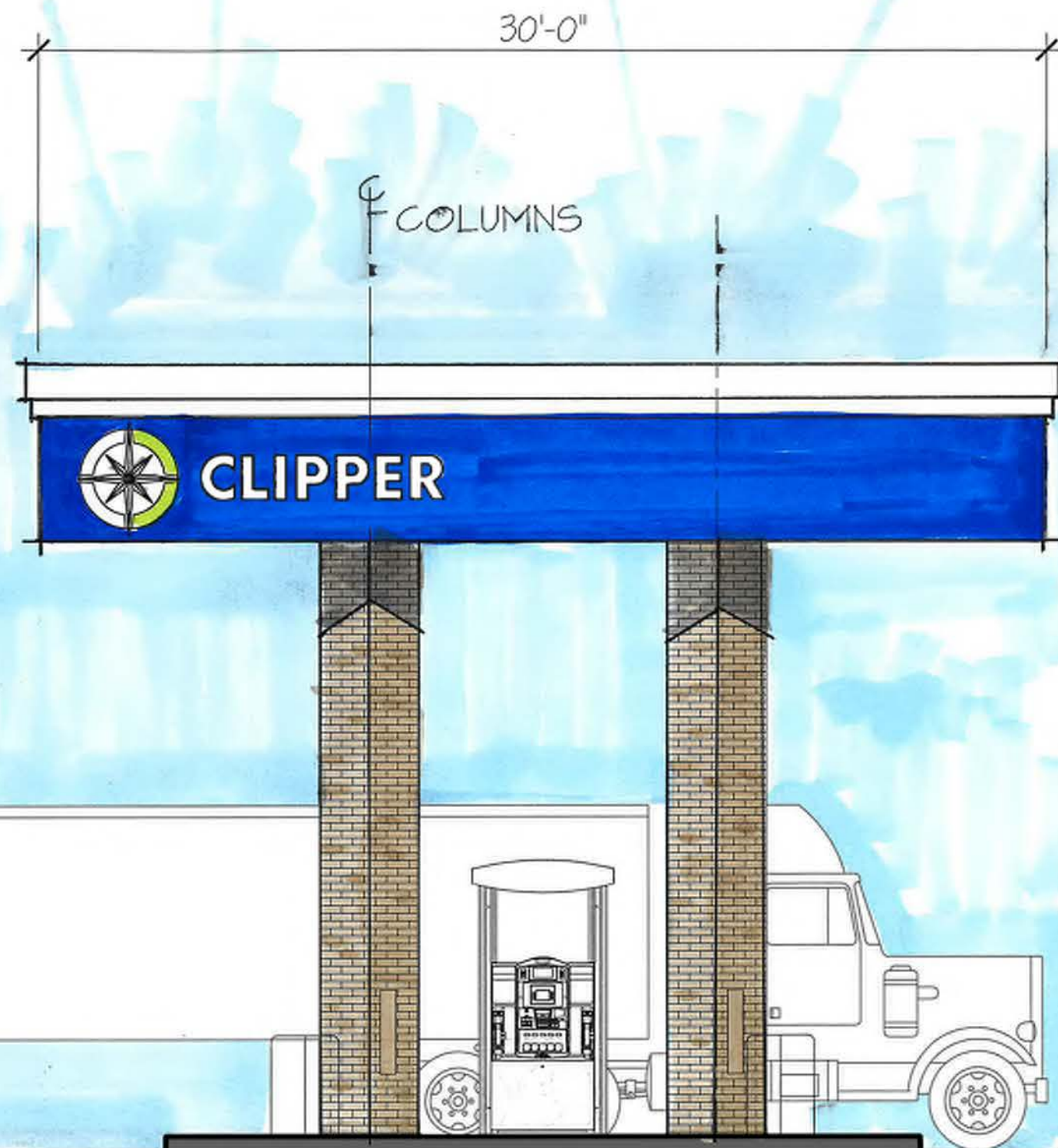
**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





**HFR**  
HILL FOLEY ROSSI  
ARCHITECTURE • ENGINEERING



BOTTOM OF CANOPY (CLEARANCE)  
16'-0" A.F.F.

FINISH FLOOR

FRONT ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH



## REZONING ADDITIONAL INFORMATION REQUIREMENT

**Date:** 9/20/2022

**Address of Request:**

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

Tax Map # 08070 001002; 08073 000004A Current Zoning: A

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased).
4. Anticipated total square footage (heated) to be built in the requested number of units.
5. Total acreage developed with units.
6. Total acreage for right of way and roads.
7. Total acreage of open space/common area (include plan for maintenance of open space/common area).
8. Acreage required for buffer and watershed protection.
  - Does the buffer comply with the current City ordinance?
  - Do individual property lines for lots extend into the buffer?
  - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose?



9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail)
10. Please identify all amenities and total number of acres they incorporate by complete description.
11. Number of street lights and separation table as proposed on your site plan.
12. Will Technology Development be included in this development?
13. List the total linear feet and cubic yards for sidewalks.
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues?
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water?
17. What is the total capacity for daily Wastewater Management?
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?
19. Has a slope and grade study been done on this development? Does the study reflect density placement?
20. Please identify what public safety needs are being considered for the project?
21. Has the Hall County School System been notified of the proposed density for this project?
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development.



23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at [www.flowerybranchga.org](http://www.flowerybranchga.org)

**CITY STAFF ONLY**

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

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_



### **REZONING ADDITIONAL INFORMATION**

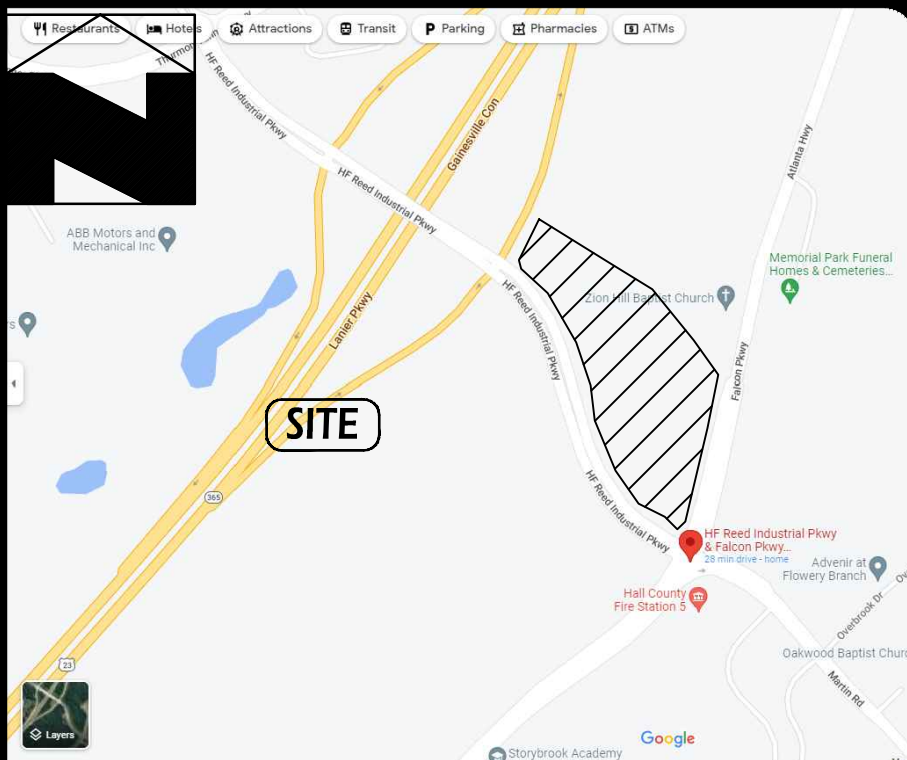
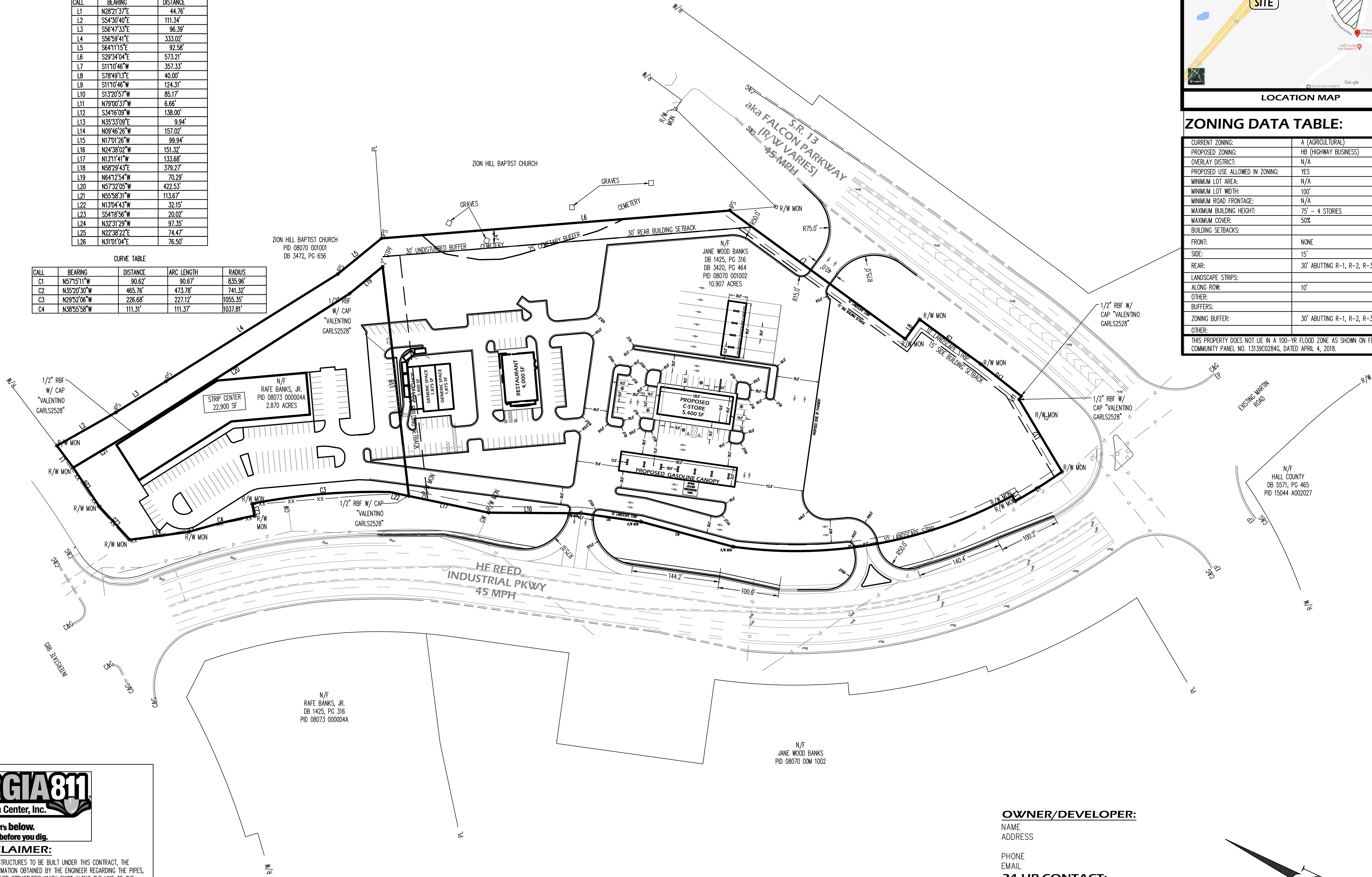
1. Approximately \$12 million.
2. \$153,369.60
3. C-Store as quickly as commercially feasible after property acquisition.
4. N/A
5. N/A
6. 0
7. Maintenance for open space / common area will be borne by property owner. All property, including any future property owners of any future sub-divided parcel, will participate in maintenance of common drives on a pro-rata basis.
8. Unknown
9. No.
10. Unknown
11. TBD
12. No.
13. TBD
14. If zoning is approved, storm water management will be provided as required by Flowery Branch.
15. No.
16. No.
17. TBD
18. Unknown.
19. No
20. Driveways will be constructed of sufficient width to accommodate fire trucks and other emergency vehicles
21. No.
22. TBD
23. N/A

### **EXPLANATION FOR REMAINING PARCEL USE**

Currently, there are no specific development plans for the remaining acreage on the property. The buildings shown are conceptual drawings showing what could be built at a future date. Applicant would anticipate a quick-service restaurant at the corner of HF Reed Pkwy and Falcon Pkwy.

| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
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| L4         | S56°59'41"E | 333.02'  |
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|-------------|-------------|----------|----------|
| CALL        | BEARING     | DISTANCE | RADIUS   |
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| ZONING DATA TABLE:                                                                                                       |                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CURRENT ZONING:                                                                                                          | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                                                                                                         | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:                                                                                                        | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING:                                                                                          | YES                                  |
| MINIMUM LOT AREA:                                                                                                        | N/A                                  |
| MINIMUM LOT WIDTH:                                                                                                       | 100'                                 |
| MINIMUM ROAD FRONTAGE:                                                                                                   | N/A                                  |
| MAXIMUM BUILDING HEIGHT:                                                                                                 | 75' - 4 STORIES                      |
| MAXIMUM COVER:                                                                                                           | 50%                                  |
| BUILDING SETBACKS:                                                                                                       |                                      |
| FRONT:                                                                                                                   | NONE                                 |
| SIDE:                                                                                                                    | 15'                                  |
| REAR:                                                                                                                    | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:                                                                                                        |                                      |
| ALONG ROW:                                                                                                               | 10'                                  |
| OTHER:                                                                                                                   |                                      |
| BUFFERS:                                                                                                                 |                                      |
| ZONING BUFFER:                                                                                                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OTHER:                                                                                                                   |                                      |
| THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13139C0284G, DATED APRIL 4, 2018. |                                      |

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**REGISTERED**  
NO. 26681  
PROFESSIONAL  
ENGINEER  
JON M. EVANS  
GSWCC LEVEL II CERT. # 10877

**PROJECT NAME**  
**HF REED & FALCON PARKWAY RETAIL CENTER**  
**HF REED INDUSTRIAL PKWY I.L.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA**

**DATE:**  
**8-23-22**

|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

☒ Not Released For Construction  
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| REVISIONS |  |
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**JOB NUMBER:**  
**22-046**

**SHEET TITLE**  
**SITE PLAN**  
**C-4**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Know what's below.  
Call before you dig.

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ADDRESS

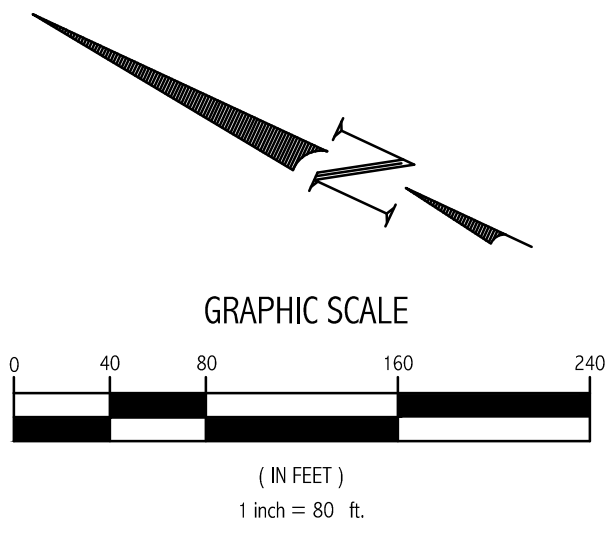
PHONE  
EMAIL

**24-HR CONTACT:**

NAME  
PHONE  
EMAIL

**ENGINEER:**

EVANS DESIGN GROUP, INC.  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





TREE CALCULATIONS:  
1. SITE DENSITY FACTOR:

SITE AREA = 13.77  
- BLDG AREA = 0.859

TOTAL AREA = 129 ACERS

TOTAL UNITS REQUIRED = 1291 ACER X 15 UNITS ACER  
= 19365 UNITS

2. EXISTING DENSITY FACTOR

NONE TO REMAIN

3. PROPOSED DENSITY FACTOR

217 - 4" TREES @ 0.9 UNITS/EA = 19530 UNITS

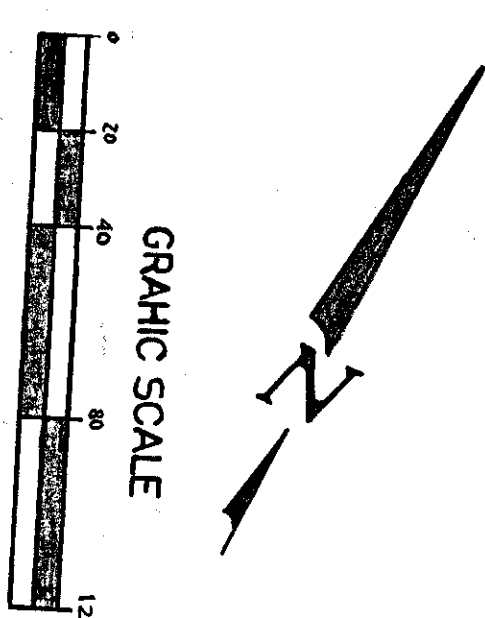
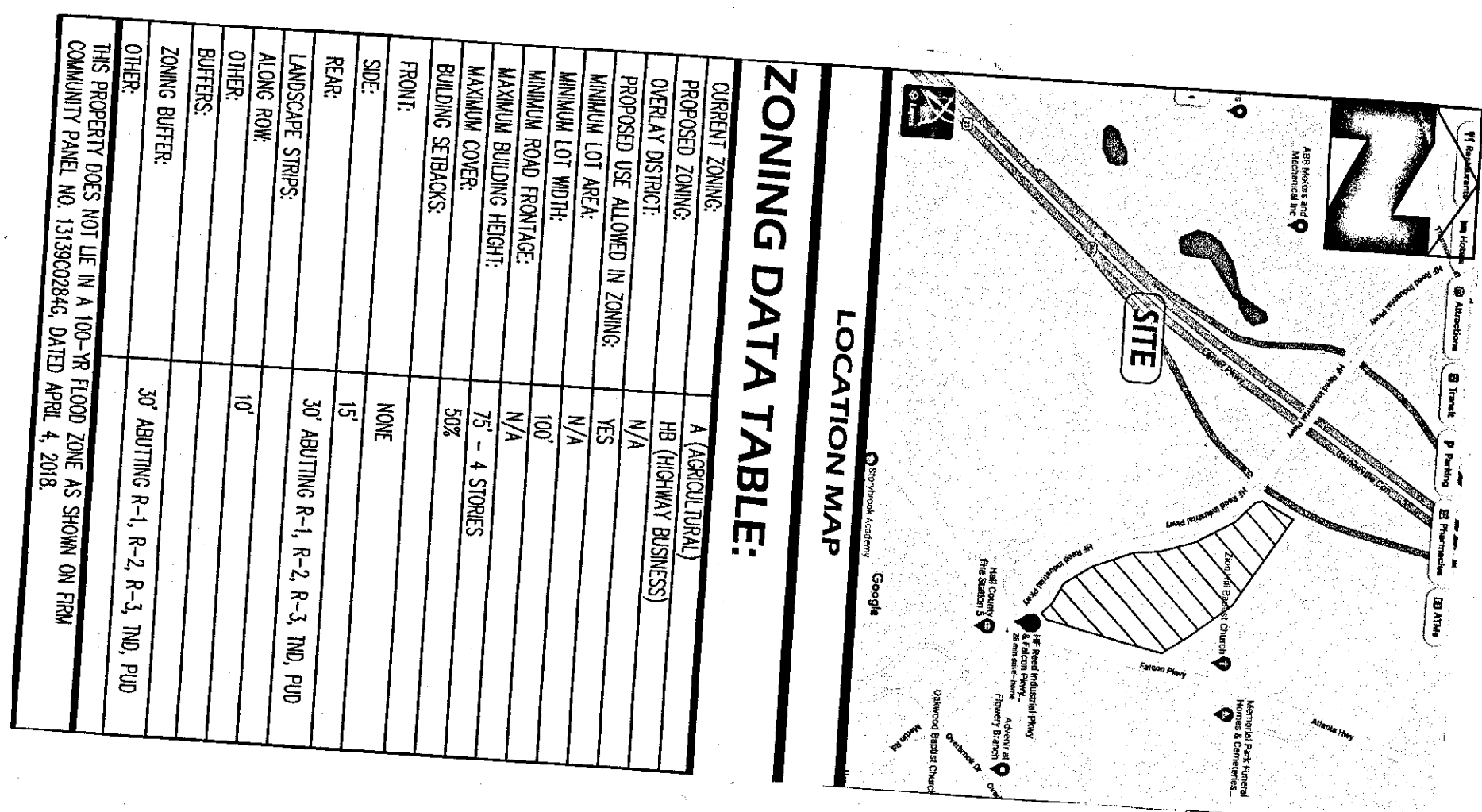
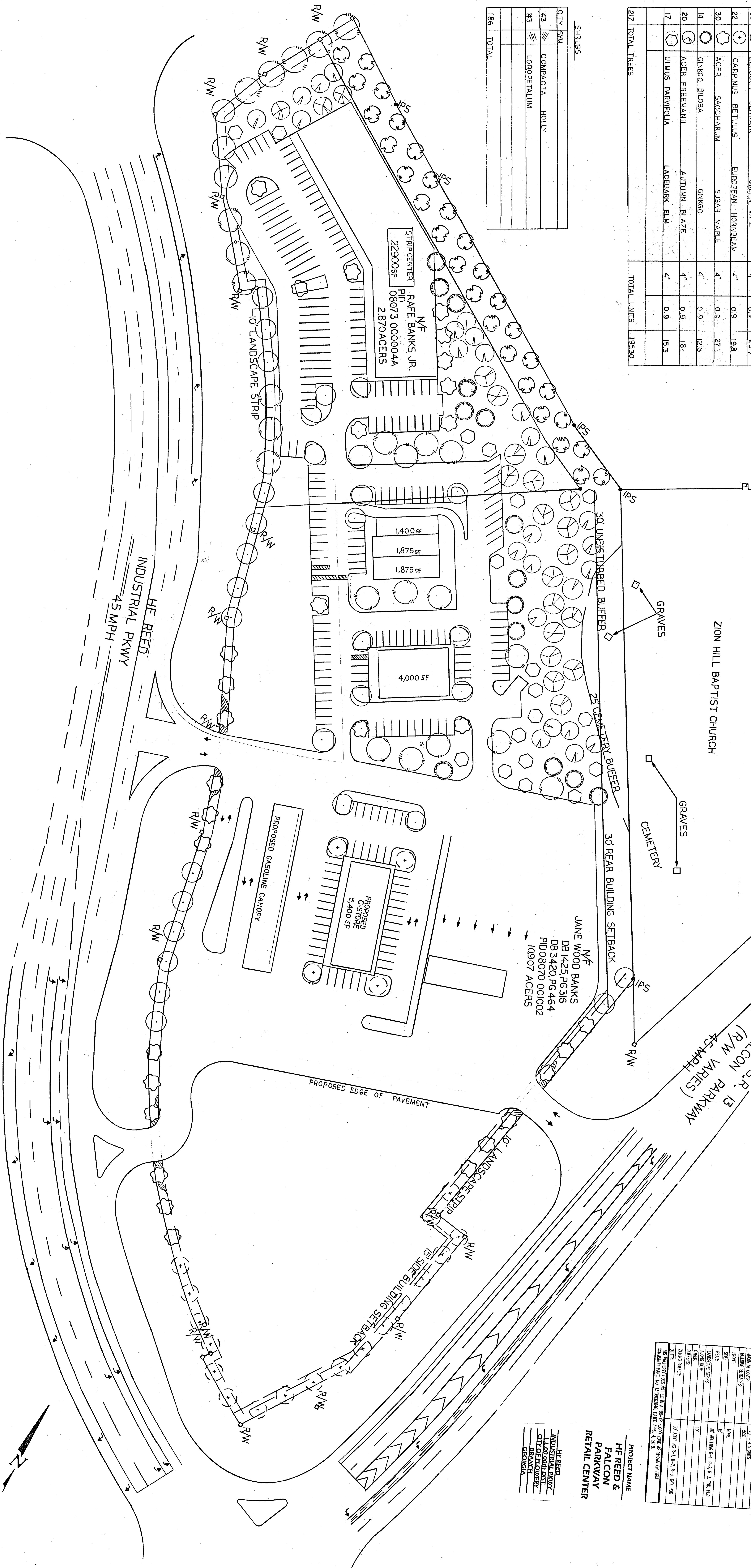
TOTAL UNITS REQUIRED = 19365

TOTAL UNITS EXISTING & PROPOSED = 19530

FRONTAGE TREES  
HF REED INDUSTRIAL PKWY  
TOTAL FRONTAGE =  
ONE TREE PER 40 FEET REQUIRED 1781 / 40 = 44.52 TREES & SHRUB  
0 EXISTING FRONTAGE TREES REMAIN  
46 TREES TO BE PLANTED  
60 SHRUB  
FALCON PARKWAY  
FRONTAGE =  
ONE TREE PER 40 FEET REQUIRED 772 / 40 = 19.3 TREES & SHRUBS  
0 EXISTING FRONTAGE TREES REMAIN  
20 TREES TO BE PLANTED  
26 SHRUBS TO BE PLANTED

| QTY             | SYM | BOTANICAL NAME      | COMMON NAME       | 4"                | 0.9 | 27   |
|-----------------|-----|---------------------|-------------------|-------------------|-----|------|
| 30              | ☉   | THALIA OCCIDENTALIS | AMERICAN BILAR    | 4"                | 0.9 | 27   |
| 25              | ☉   | ACER RUBRA          | OCTOBER GLORY     | 4"                | 0.9 | 22.5 |
| 26              | ☉   | QUERCUS PHELLOS     | WILLOW OAK        | 4"                | 0.9 | 23.4 |
| 33              | ☉   | ZELCOVIA SERRATA    | GREEN VASE        | 4"                | 0.9 | 29.7 |
| 22              | ☉   | CARPINUS BETULUS    | EUROPEAN HORNBEAM | 4"                | 0.9 | 19.8 |
| 30              | ☉   | ACER SACCHARUM      | SUGAR MAPLE       | 4"                | 0.9 | 27   |
| 14              | ☉   | GINKGO BILOBA       | GINKGO            | 4"                | 0.9 | 12.6 |
| 20              | ☉   | ACER FREEMANII      | AUTUMN BLAZE      | 4"                | 0.9 | 18   |
| 17              | ☉   | ULMUS PARVIFOLIA    | LACEBARK ELM      | 4"                | 0.9 | 15.3 |
| 217 TOTAL TREES |     |                     |                   | TOTAL UNITS 19530 |     |      |

| QTY       | SYM | SHRUBS         |
|-----------|-----|----------------|
| 43        | ☉   | COMPACTA HOLLY |
| 43        | ☉   | LOROPETALUM    |
| TOTAL 186 |     |                |



DeepRoots  
5000 Peachtree Highway, Cumming, GA 30027  
OFFICE: 770.886.1111 | FAX: 770.886.1112  
CUSTOMER SERVICE: 800.886.1111  
WWW.DEEPROOTS.COM





**Applicant:** VM&R, LLC.

**Property Owners:** Banks

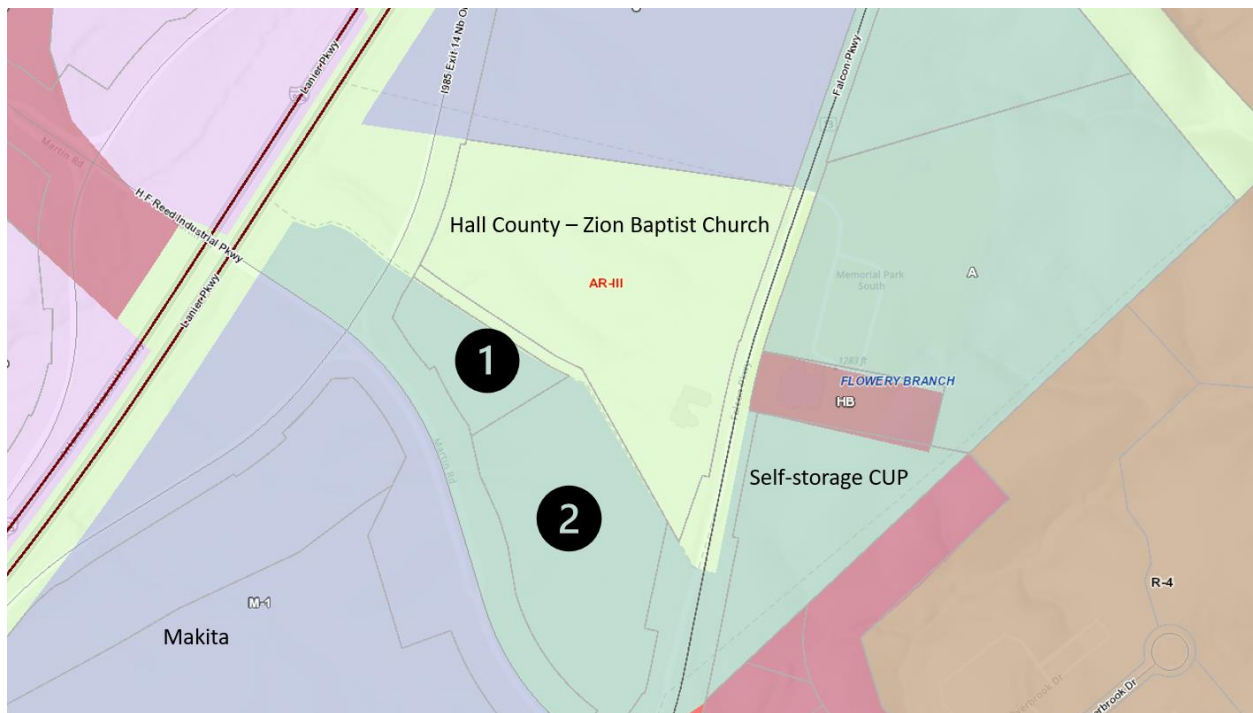
**Subject Properties:** 08070 001002, 08073 000004A

**Request:** Rezone from A (Agricultural) to HB (Highway Business) with the intent to construct a gas station and convenience store

**Current Use:** Vacant

**Character Area:** Industrial Employment

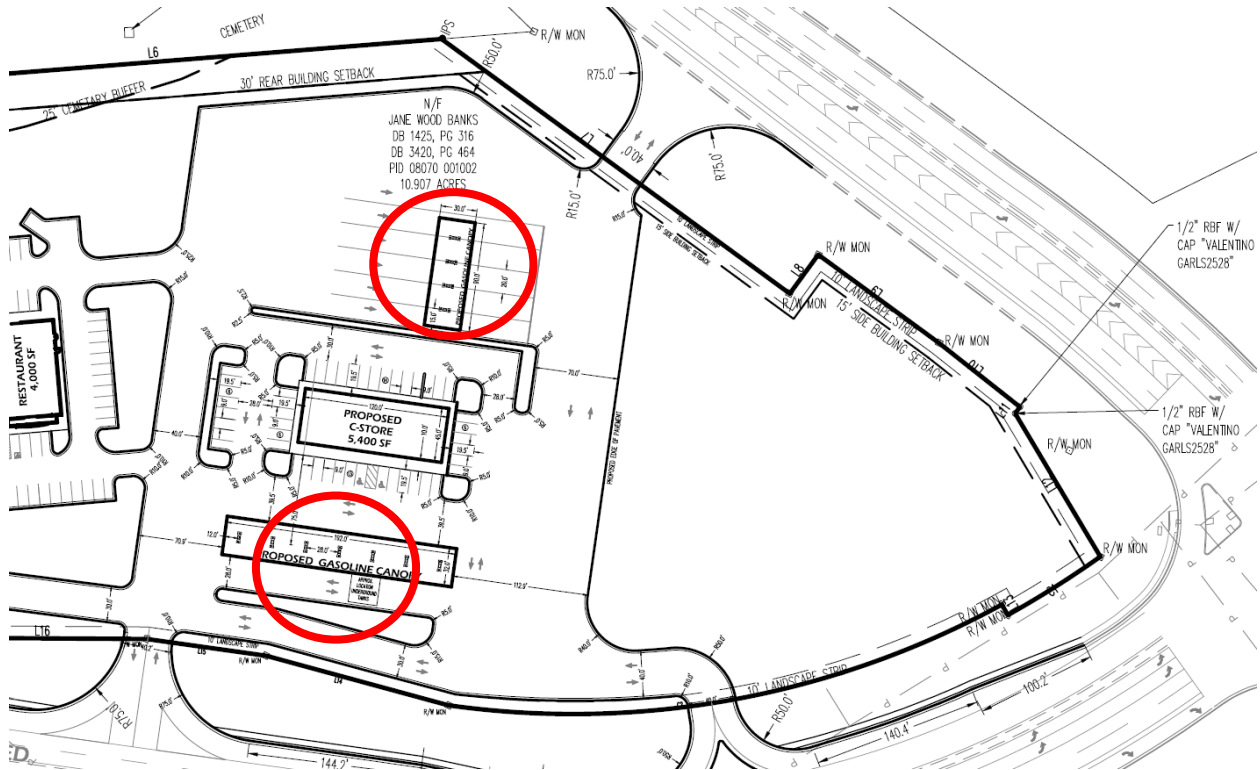
The two parcels are currently zoned Agriculture (A) and the request is to rezone to Highway Business (HB).



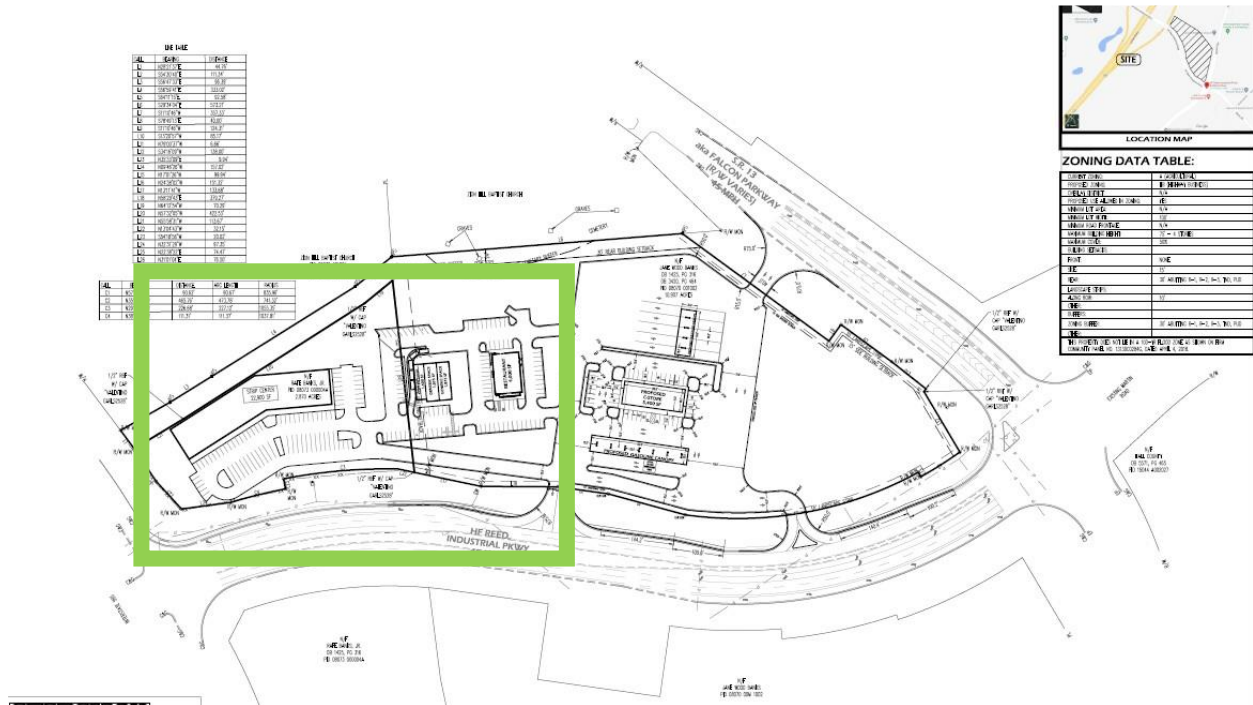




Proposed layout:



Gas pumps - The location of the pumps are not located behind the primary structure as required by code therefore, a variance has been applied for by the applicant. The variance is scheduled for a public hearing and first read on January 5, 2023, with the second read scheduled to coincide with the second read of this rezoning request (January 19, 2023).

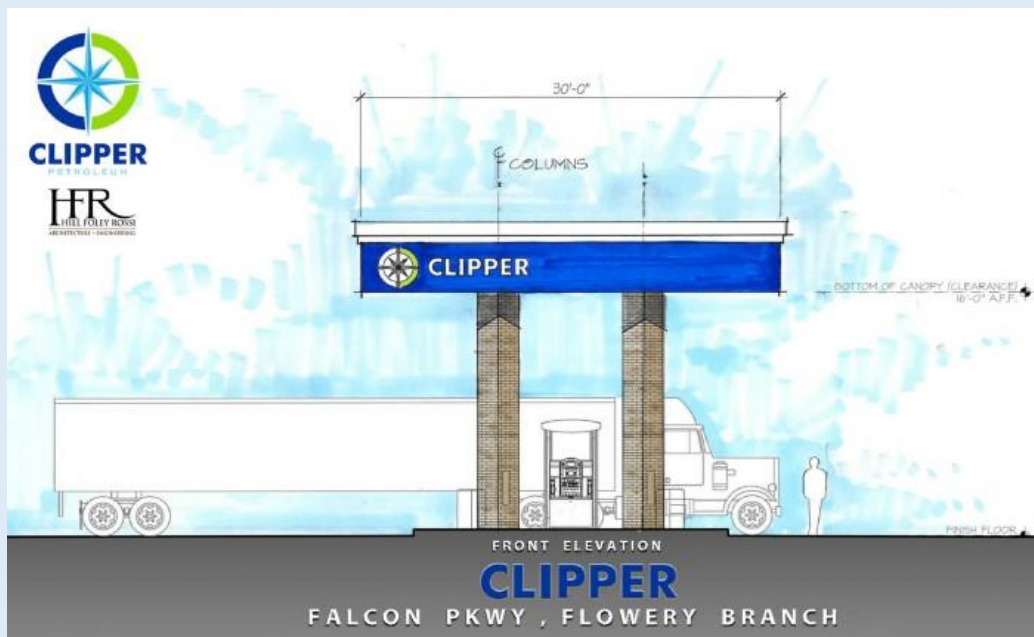
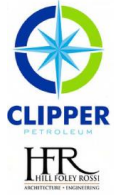


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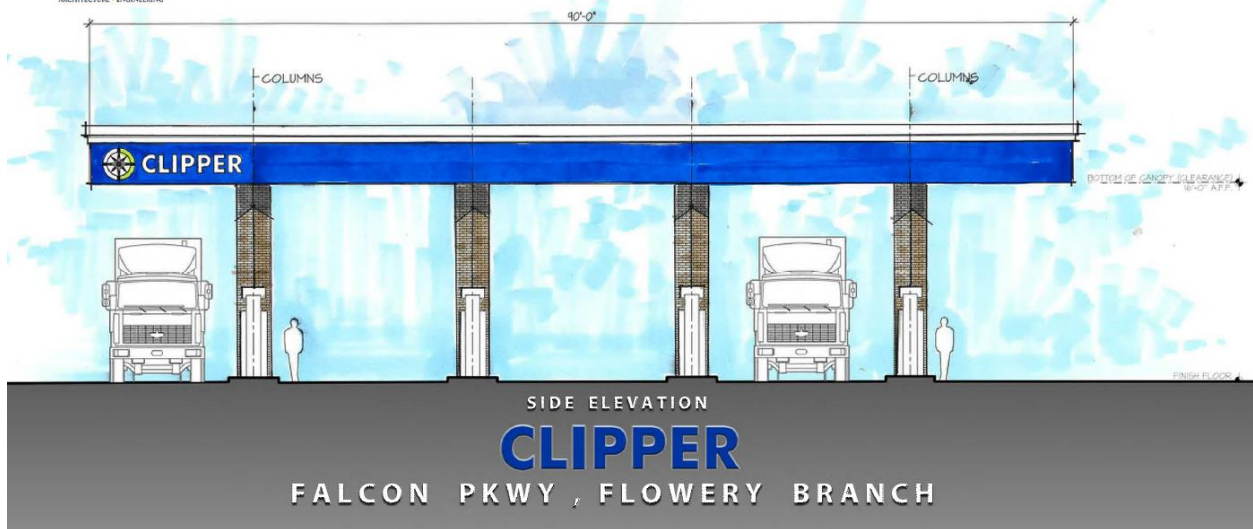
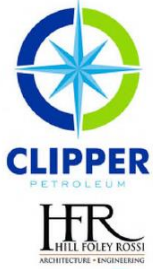


Proposed elevation:







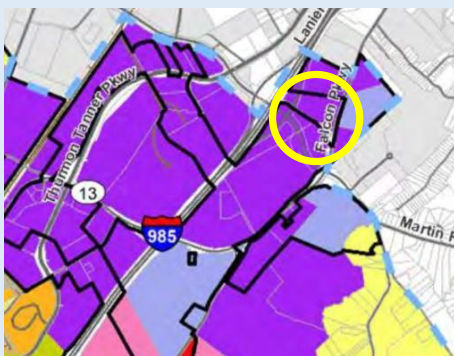


Comprehensive Plan

## Comprehensive Plan



### Map



### Character Area

Industrial Employment  
Zoning uses cite M-1 and  
M-2

Convenience store with  
gas pumps is an allowed  
use in both these districts

*Request meets the intent of the Comprehensive Plan*



## **Rezoning Analysis:**

### Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

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

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. **Yes, the proposed use is appropriate for this site and the surrounding area.**
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. **The development will not adversely affect the area and will in fact enhance it.**
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. **Yes, the current zoning of A (Agricultural) could be used in accordance with the current rules and regulations of that zoning district.**
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. **It is the staff's opinion that the use will not create any unnecessary burdens.**
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. **Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. The proposed use meets the intent of the Comprehensive Plan.**
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. **No**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Currently vacant the proposed use will fit in well with the corridor.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the



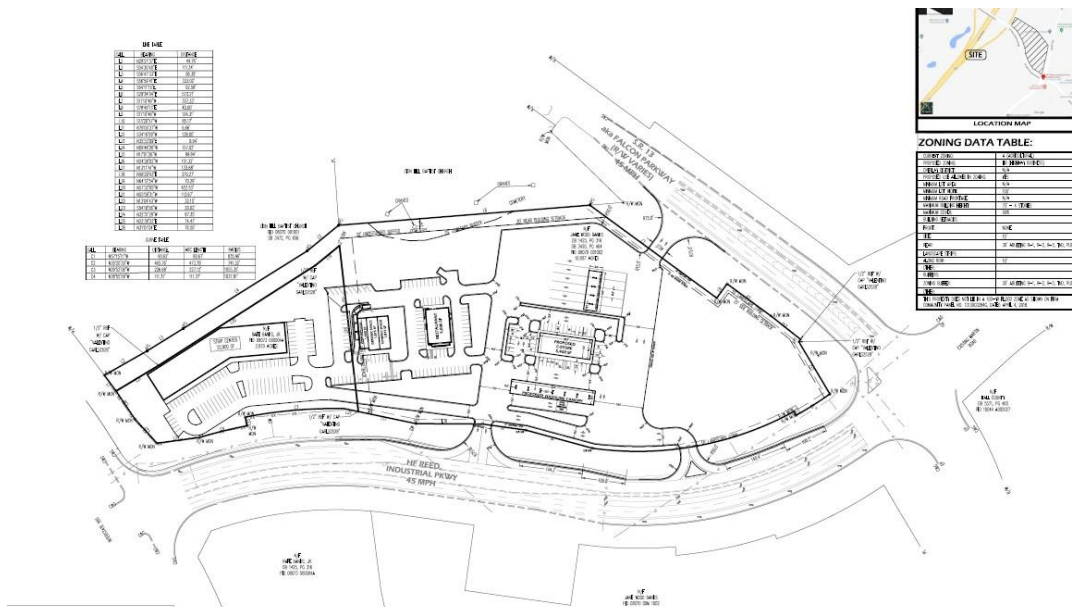
property or sell the property under the existing zoning district classification. **Staff does not have a specific number regarding property value, but the current zoning classification of Agricultural does not allow the proposed use. The HB classification is a more realistic zoning designation for this area.**

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. **Staff does not feel that the proposed will be a deterrent.**
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. **N/A**
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. **The proposed use will not have a negative impact in staff's opinion.**
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. **The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.**
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. **The proposed development will meet the intent of the Zoning Ordinance.**

## **Staff Recommendation:**

Staff recommends approval of the rezoning with the following conditions:

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





2. Structures throughout the development shall substantially adhere to the elevations submitted and incorporated as part of this report in regard to building materials and overall appearance.
3. An overall comprehensive signs plan shall be submitted to the City for approval prior to the issuance of a certificate of occupancy for the convenience store.
4. A variance for pump location must be approved prior to the issuance of a land disturbance permit.



## **ORDINANCE NO. 675**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OF LAND TOTALING 10.89 +/- ACRES OF LAND, OWNED BY BANKS PROPERTY MANAGEMENT, LLC, THE MCCRARY FAMILY TRUST, L.P, AND BURWELL INVESTMENTS, L.P, IDENTIFIED AS 0 FALCON PARKWAY, TAX PARCEL 08070 001002, TO BE REZONED FROM AGRICULTURE (A) TO HIGHWAY BUSINESS (HB) AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Banks Property Management, LLC; The McCrary Family Partnership, L.P; Burwell Investments, L.P. owns the subject parcel of land identified as Parcel Tax Identification No.08098 001019, as shown on Exhibit “A”, and as described on Exhibit “B”; and

**WHEREAS**, Banks Property Management, LLC; The McCrary Family Partnership, L.P; Burwell Investments, L.P. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

**WHEREAS**, the City Council held a public hearing at the meeting of November 17, 2022, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

### **SECTION 1. FINDINGS.**

The City Council finds that the proposed rezoning from Agriculture (A) to Highway Business (HB) 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 proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

4. The development if approved and constructed 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 proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal 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 Highway Business (HB).
8. A proposed development 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 change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed 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. REZONING.**

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from Agriculture (A) to Highway Business (HB) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

## **SECTION 3. AMENDMENT OF THE ZONING MAP.**

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

## **SECTION 4. 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 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be January 19, 2023.

Public Hearing Published 10/05/2022  
Public Hearing 11/17/2022

First Reading 12/15/2022  
Adopted 01/19/2023

**SECTION 6. REPEALER.**

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

Approved this 19<sup>th</sup> day of January 2023.

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Edward R. Asbridge, Mayor

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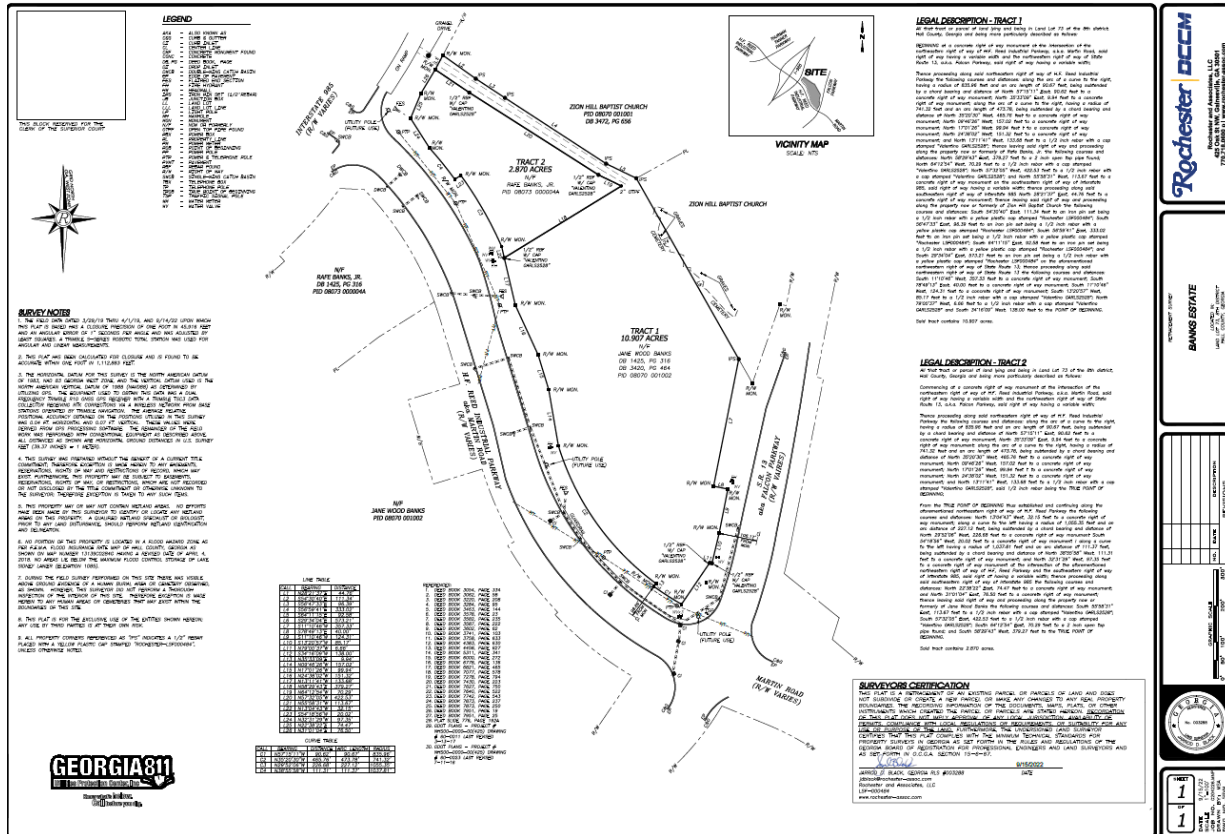
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

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E. Ronald Bennett, City Attorney

## Exhibit "A"





## Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

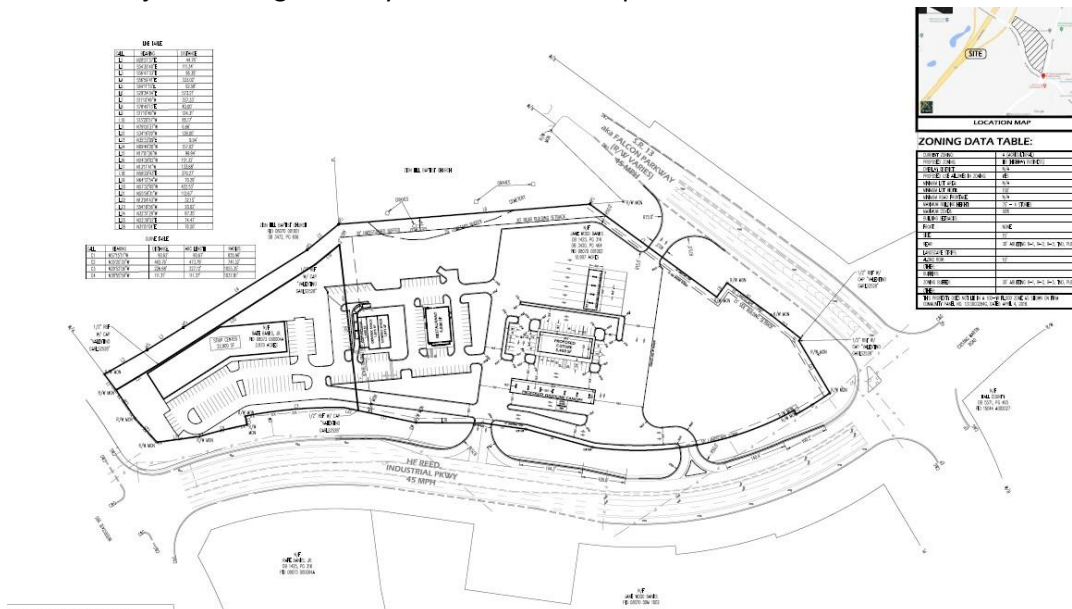
Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

Exhibit “C”

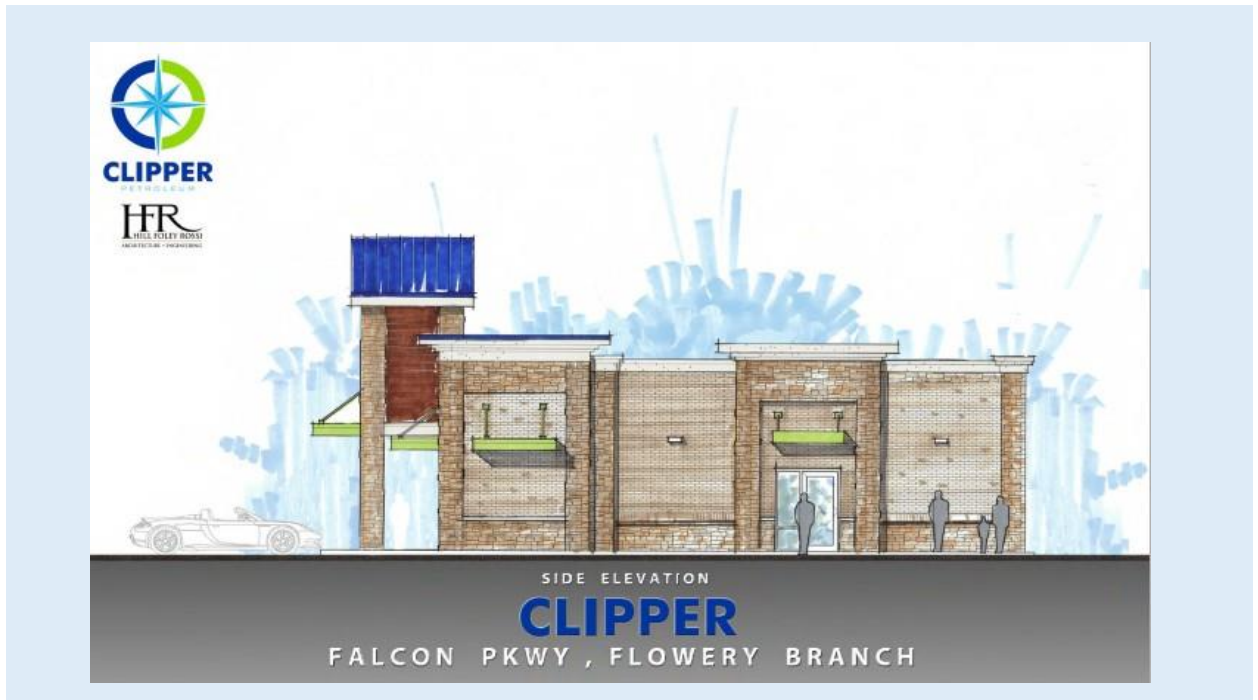
Exhibit “C”

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

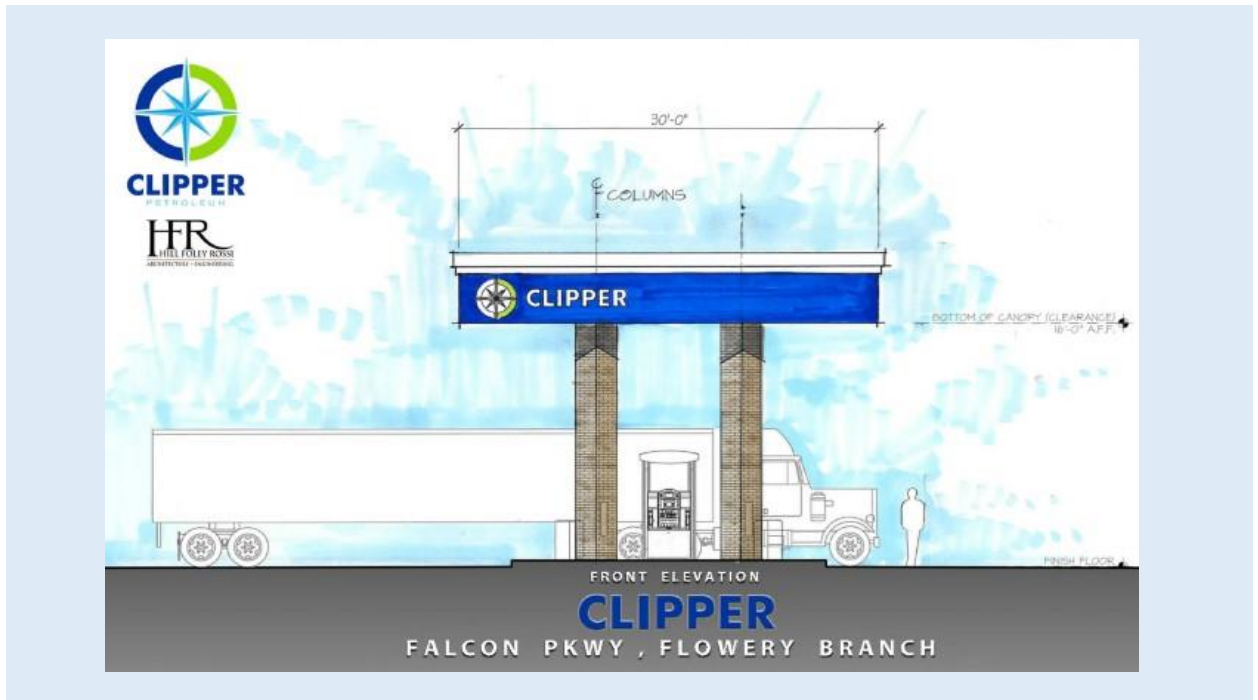


2. Structures throughout the development shall substantially adhere to the elevations submitted and incorporated as part of this report in regard to building materials and overall appearance. The elevations are shown below:









3. An overall comprehensive signs plan shall be submitted to the City for approval prior to the issuance of a certificate of occupancy for the convenience store.
4. A variance for pump location must be approved prior to the issuance of a land disturbance permit.

|                          |            |
|--------------------------|------------|
| Public Hearing Published | 10/05/2022 |
| Public Hearing           | 11/17/2022 |

|               |            |
|---------------|------------|
| First Reading | 12/15/2022 |
| Adopted       | 01/19/2023 |



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider the Second Reading of Ordinances 676, a Request from VM&R, LLC to Rezone two parcels of land from Agricultural (A) to Highway Business (HB).

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

This is a rezoning request for two parcels of land located at the northeast corner of the intersection of HF Reed Industrial Parkway and Falcon Parkway. The two parcels are identified as 08070 001002 and 08073 000004A totaling a combined 13.7 +/- acres. Currently zoned Agriculture (A), the applicant wished to rezone to Highway Business (HB) with the intent to construct a convenience store and gas station with additional, yet to be determined, HB appropriate uses.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve ordinance 676.

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#### SAMPLE MOTION:

I make a motion to approve ordinance 676.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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#### ATTACHMENTS

- Rezoning Application (HF Reed and Falcon Pkwy).pdf
- NOV 17 Falcon Pkwy Exterior Elevations Rendering.pdf
- Nov 17 Rezoning Supplemental Request (HF Reed).pdf
- NOV 17 C-4 SITE PLAN\_10-28-22.pdf
- Nov 17 HF Reed & Falcon Pkwy.pdf
- Staff Report Pilot.pdf
- Rezoning Ordinance 676.pdf





## REZONING APPLICATION

**Date:** September 16, 2022

**Address of Request:**

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

Tax Map # 08070 001002; 08073 000004A Current Zoning: A

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

Currently a conforming use? Yes

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

**Applicant Information**

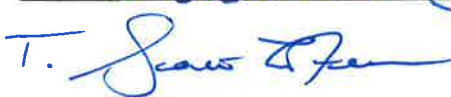
Name: VM&R, LLC

Address: 5317 T L Bower Way, Flowery Branch, GA, 30542

E-mail address: slefevre@clipperpetroleum.com

Phone number: 770-965-6416

Signature: 

Notary: 





Property owner information (if different than the applicant)

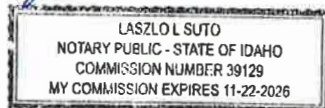
Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: Rex McCrary, General Partner, THE McCrary Family Partnership, L.P.

Notary:

State of Idaho  
County of Bonner

Signed by Rex McCrary on 9-15-22



[Signature] Notary  
My Commission expires 11-22-26

**Property Information**

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property

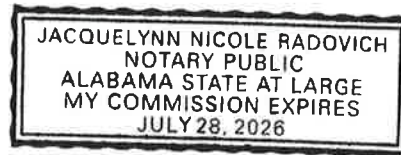


Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: [Signature] - BURWELL INVESTMENTS, LP

Notary:



### Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: *[Handwritten Signature]*

Notary: *Kelli B. Moore*



### Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property





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

### **Conflict of Interest Disclosure**

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

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

N/A

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

N/A

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

N/A

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### Disclosure of Campaign Contributions

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

| Elected Officials Name | Amount of Description of Gift |
|------------------------|-------------------------------|
| N/A                    |                               |
|                        |                               |
|                        |                               |

### CITY STAFF ONLY

Application Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_



#### Sec. 34.7. - Analysis Requirements

- (a) Yes. Proposed use is a c-store with petroleum sales. Recent neighboring development includes large warehouses/fulfillment centers, as well as residential apartments.
- (b) The proposal will not adversely affect usability of adjacent or nearby properties. There is ample space on the subject property. It sits along I-985, HF Reed Pkwy, Falcon Pkwy, and adjacent to Zion Hill Baptist Church.
- (c) Subject property is currently zoned Agriculture. Recent development in the immediate area is industrial (M-1).
- (d) Proposed use will not cause excessive use of existing transportation facilities, utilities, or schools.
- (e) Yes
- (f) N/A
- (g) Existing subject property is undeveloped land. Surrounding properties are zoned M-1, and include large warehouses and apartments.
- (h) Unknown.
- (i) Adjacent property is already developed, and proposed use will not negatively impact value or improvement of adjacent property.
- (j) Requested zoning will not create an isolated zoning district.
- (k) N/A
- (l) Development will be conducted in a manner to minimize any soil erosion and sedimentation. No foreseen impact related to flooding, air and water quality.
- (m) The proposed use is consistent with the overall zoning scheme.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.



All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

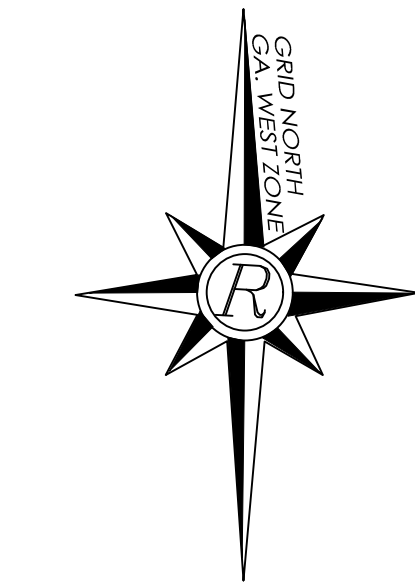
Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528", said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.



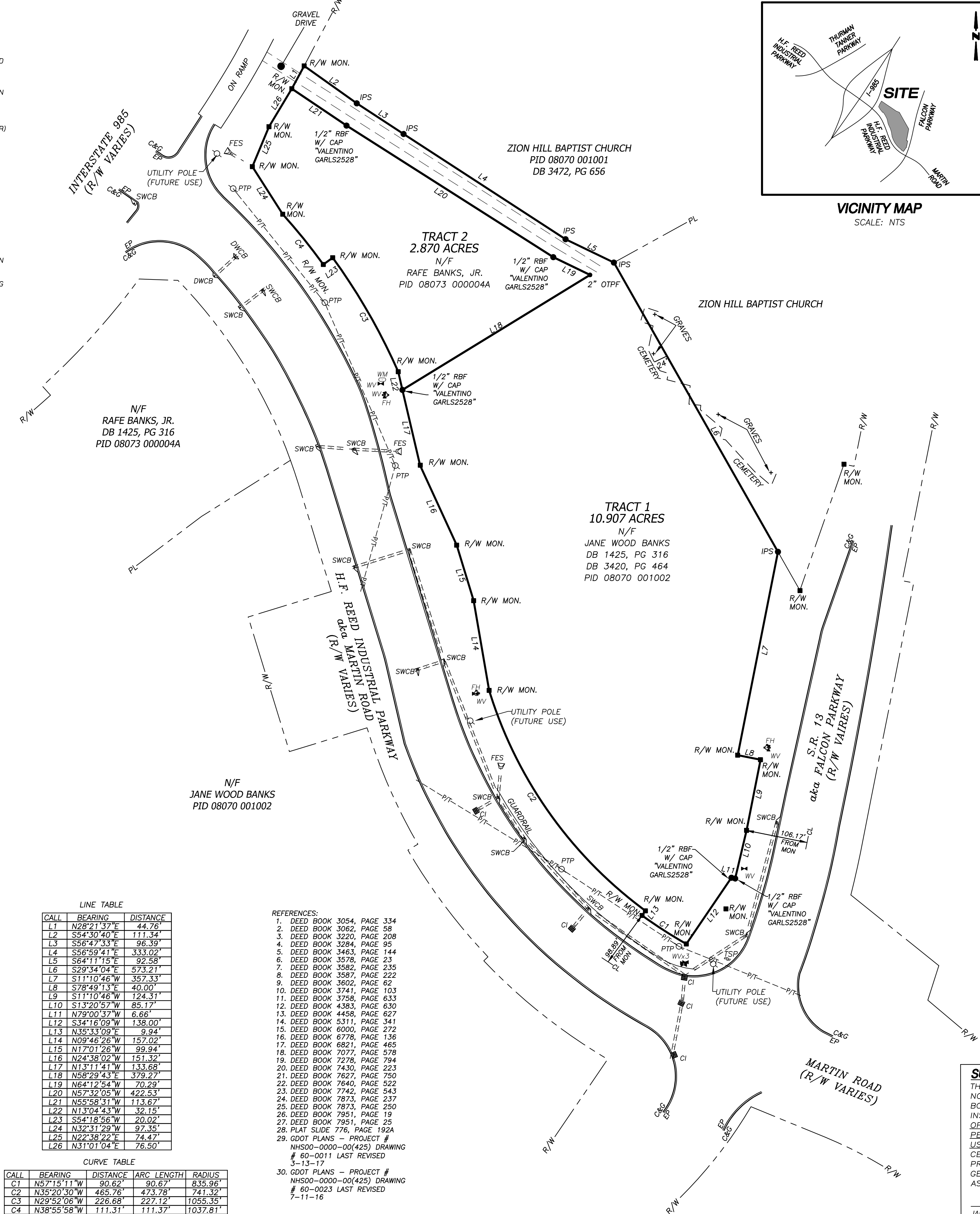


SURVEY NOTES

1. THE FIELD DATA DATED 3/29/19 THRU 4/1/19, AND 9/14/22 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,916 FEET AND AN ANGULAR ERROR OF 1" SECONDS PER ANGLE AND WAS ADJUSTED BY LEAST SQUARES. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,112,883 FEET.
3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, NAD 83 GEORGIA WEST ZONE, AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R10 GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.
6. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA AS SHOWN ON MAP NUMBER 13139C0284G HAVING A REVISED DATE OF APRIL 4, 2018. NO AREAS LIE BELOW THE MAXIMUM FLOOD CONTROL STORAGE OF LAKE SIDNEY LANIER (ELEVATION 1085).
7. DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, AS SHOWN. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
8. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
9. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.



- LEGEND**
- AKA - ALSO KNOWN AS
  - C&G - CURB & GUTTER
  - CI - CENTER INLET
  - CMF - CONCRETE MONUMENT FOUND
  - CONC - CONCRETE
  - DB, PG - DEED BOOK, PAGE
  - DI - DROP INLET
  - DWCB - DOUBLE-WING CATCH BASIN
  - EP - EDGE OF PAVEMENT
  - FES - FLAIRED END SECTION
  - FH - FIRE HYDRANT
  - HM - HEADWALL
  - IPS - IRON PIN SET (1/2" REBAR)
  - JB - JUNCTION BOX
  - LL - LAND LOT
  - LP - LIGHT POLE
  - MH - MANHOLE
  - MON - MONUMENT
  - N/F - NOW OR FORMERLY
  - OTPF - OPEN TOP PIPE FOUND
  - PBX - POWER BOX
  - PL - PROPERTY LINE
  - PM - POWER METER
  - POB - POINT OF BEGINNING
  - PP - POWER POLE
  - PTP - POWER & TELEPHONE POLE
  - PWNT - PAVEMENT
  - RBF - REBAR FOUND
  - R/W - RIGHT OF WAY
  - SWCB - SINGLE-WING CATCH BASIN
  - TGB - TELEPHONE BOX
  - TP - TELEPHONE POLE
  - TPOB - TRUE POINT OF BEGINNING
  - TSP - TRAFFIC SIGNAL POLE
  - WM - WATER METER
  - WV - WATER VALVE



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'13"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"W | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
| L17        | N13°11'41"W | 133.68'  |
| L18        | N58°29'43"E | 379.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N26°11'29"W | 87.35'   |
| L25        | N22°38'24"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |            |          |
|-------------|-------------|----------|------------|----------|
| CALL        | BEARING     | DISTANCE | ARC LENGTH | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 90.62'     | 835.96'  |
| C2          | N39°20'50"W | 465.76'  | 473.78'    | 741.32'  |
| C3          | N29°52'06"W | 226.68'  | 227.12'    | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 111.37'    | 1037.81' |

- REFERENCES:
- DEED BOOK 3054, PAGE 334
  - DEED BOOK 3062, PAGE 58
  - DEED BOOK 3220, PAGE 208
  - DEED BOOK 3284, PAGE 95
  - DEED BOOK 3463, PAGE 144
  - DEED BOOK 3578, PAGE 23
  - DEED BOOK 3582, PAGE 235
  - DEED BOOK 3587, PAGE 222
  - DEED BOOK 3602, PAGE 62
  - DEED BOOK 3741, PAGE 103
  - DEED BOOK 3758, PAGE 633
  - DEED BOOK 4363, PAGE 630
  - DEED BOOK 4458, PAGE 627
  - DEED BOOK 5311, PAGE 341
  - DEED BOOK 6001, PAGE 272
  - DEED BOOK 6778, PAGE 136
  - DEED BOOK 6821, PAGE 465
  - DEED BOOK 7077, PAGE 578
  - DEED BOOK 7276, PAGE 794
  - DEED BOOK 7430, PAGE 223
  - DEED BOOK 7627, PAGE 750
  - DEED BOOK 7640, PAGE 522
  - DEED BOOK 7742, PAGE 543
  - DEED BOOK 7873, PAGE 237
  - DEED BOOK 7873, PAGE 250
  - DEED BOOK 7951, PAGE 19
  - DEED BOOK 7951, PAGE 25
  - PLAT SLIDE 776, PAGE 192A
  - GOOT PLANS PROJECT #
  - NHS00-0000-00(425) DRAWING # 60-0011 LAST REVISED 3-13-17
  - GOOT PLANS - PROJECT #
  - NHS00-0000-00(425) DRAWING # 60-0023 LAST REVISED 7-11-16

LEGAL DESCRIPTION - TRACT 1

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.62 feet, being subtended by a chord bearing and distance of North 57°15'11" East, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 58°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

LEGAL DESCRIPTION - TRACT 2

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.62 feet, being subtended by a chord bearing and distance of North 57°15'11" East, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc distance of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc distance of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.

SURVEYORS CERTIFICATION

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

JARROD D. BLACK, GEORGIA RLS #003288 9/15/2022  
DATE  
jblack@rochester-assoc.com  
Rochester and Associates, LLC  
LSF-000484  
www.rochester-assoc.com

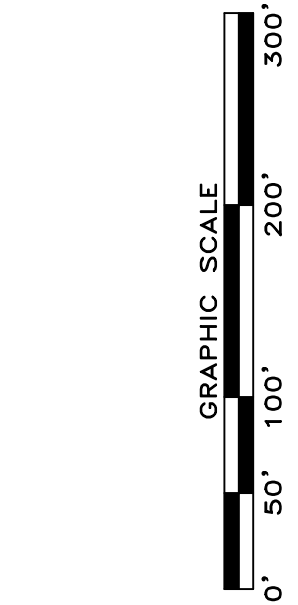


Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30601  
770.718.0600 P | www.rochester-assoc.com

BANKS ESTATE

LOCATED IN:  
LAND LOT 73, 8TH DISTRICT  
HALL COUNTY, GEORGIA

| RETRACEMENT SURVEY |      | REVISIONS   |  |
|--------------------|------|-------------|--|
| NO.                | DATE | DESCRIPTION |  |
|                    |      |             |  |
|                    |      |             |  |
|                    |      |             |  |

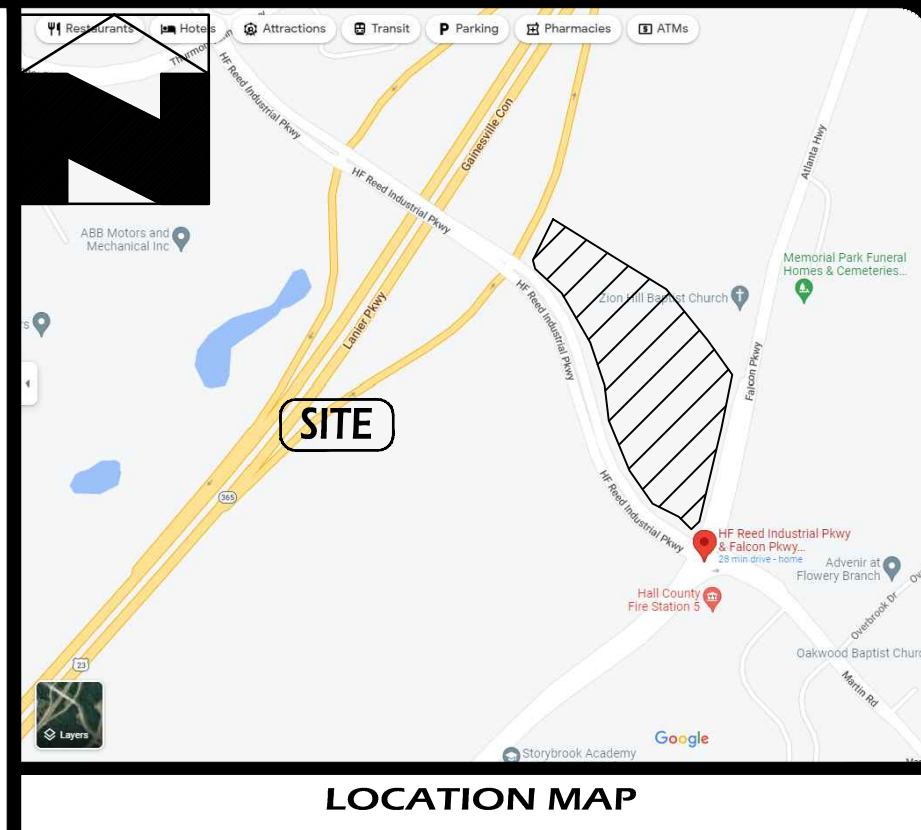
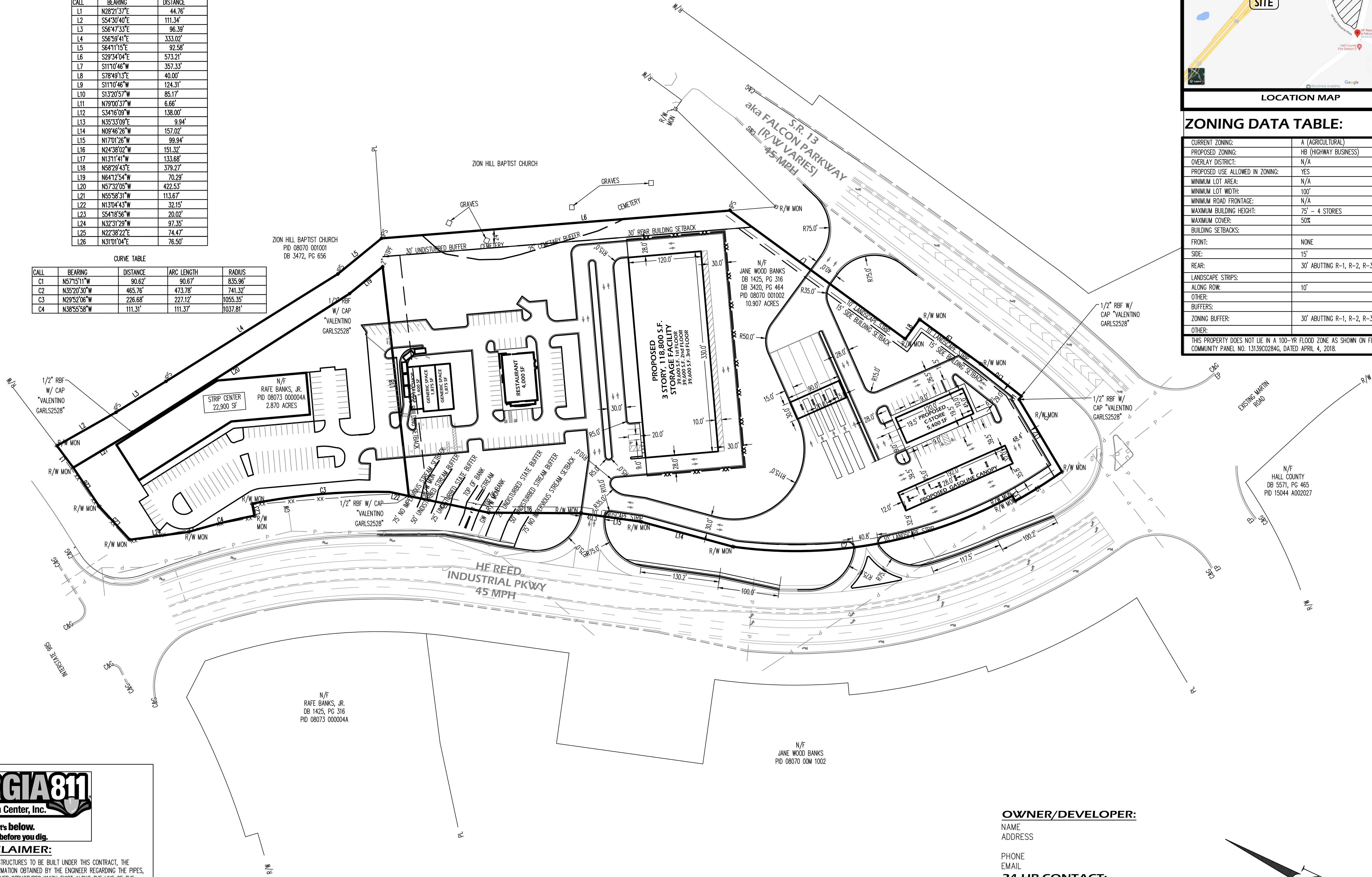


| SHEET     |    | DATE        |         |
|-----------|----|-------------|---------|
| 1         | OF | 1           | 9/15/22 |
| SCALE     |    | 1"=100'     |         |
| JOB NO.   |    | G204226.MNP |         |
| DRAWN BY: |    | MSA         |         |
| DWG NO.   |    | NO. SRV     |         |



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
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| L16        | N24°38'02"W | 151.32'  |
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| L23        | S54°18'56"W | 20.02'   |
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| L25        | N22°38'22"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |          |
|-------------|-------------|----------|----------|
| CALL        | BEARING     | DISTANCE | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 835.96'  |
| C2          | N35°20'30"W | 465.76'  | 473.78'  |
| C3          | N29°52'06"W | 226.68'  | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 1037.81' |



| ZONING DATA TABLE:                                                                                                       |                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CURRENT ZONING:                                                                                                          | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                                                                                                         | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:                                                                                                        | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING:                                                                                          | YES                                  |
| MINIMUM LOT AREA:                                                                                                        | N/A                                  |
| MINIMUM LOT WIDTH:                                                                                                       | 100'                                 |
| MINIMUM ROAD FRONTAGE:                                                                                                   | N/A                                  |
| MAXIMUM BUILDING HEIGHT:                                                                                                 | 75' - 4 STORIES                      |
| MAXIMUM COVER:                                                                                                           | 50%                                  |
| BUILDING SETBACKS:                                                                                                       |                                      |
| FRONT:                                                                                                                   | NONE                                 |
| SIDE:                                                                                                                    | 15'                                  |
| REAR:                                                                                                                    | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:                                                                                                        |                                      |
| ALONG ROW:                                                                                                               | 10'                                  |
| OTHER:                                                                                                                   |                                      |
| BUFFERS:                                                                                                                 |                                      |
| ZONING BUFFER:                                                                                                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OTHER:                                                                                                                   |                                      |
| THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13138C0284G, DATED APRIL 4, 2018. |                                      |

**Evans Design Group, Inc.**  
Civil Engineering /  
Site Planning /  
Land Development Services  
4755 Summer Song Court  
Buford, GA 30519  
(Ph) 678.207.6830  
jevans@evansdg.com

**REGISTERED**  
NO. 26681  
PROFESSIONAL  
ENGINEER  
JON M. EVANS  
GSWCC LEVEL II CERT. # 10877

**PROJECT NAME**  
**HF REED & FALCON PARKWAY RETAIL CENTER**

**HF REED INDUSTRIAL PKWY I.L.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA**

**DATE:**  
**8-23-22**

|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

☒ Not Released For Construction  
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**OWNER/DEVELOPER**

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| REVISIONS |  |
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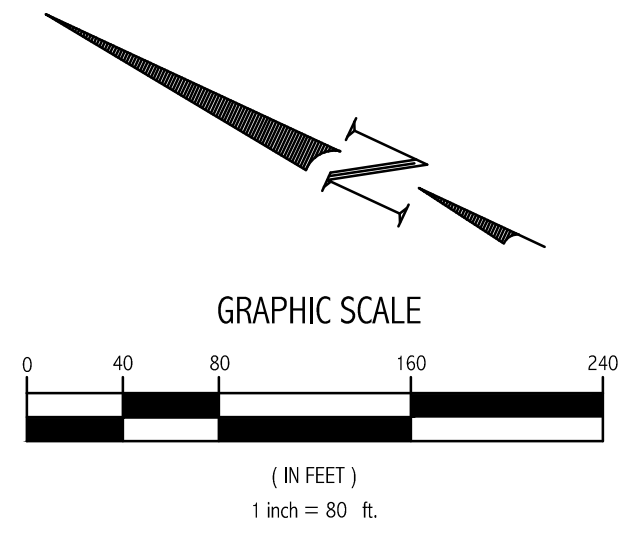
**JOB NUMBER:**  
**22-046**

**SHEET TITLE**  
**SITE PLAN**  
**C-4**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Know what's below.  
Call before you dig.

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IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

**OWNER/DEVELOPER:**  
NAME  
ADDRESS  
  
PHONE  
EMAIL  
**24-HR CONTACT:**  
NAME  
PHONE  
EMAIL  
**ENGINEER:**  
EVANS DESIGN GROUP, INC.  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.











**CLIPPER**  
PETROLEUM

**HFR**  
HILL FOLEY ROSSI  
ARCHITECTURE • ENGINEERING



FRONT ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





**CLIPPER**  
PETROLEUM

**HFR**  
HILL FOLEY ROSSI  
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REAR ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

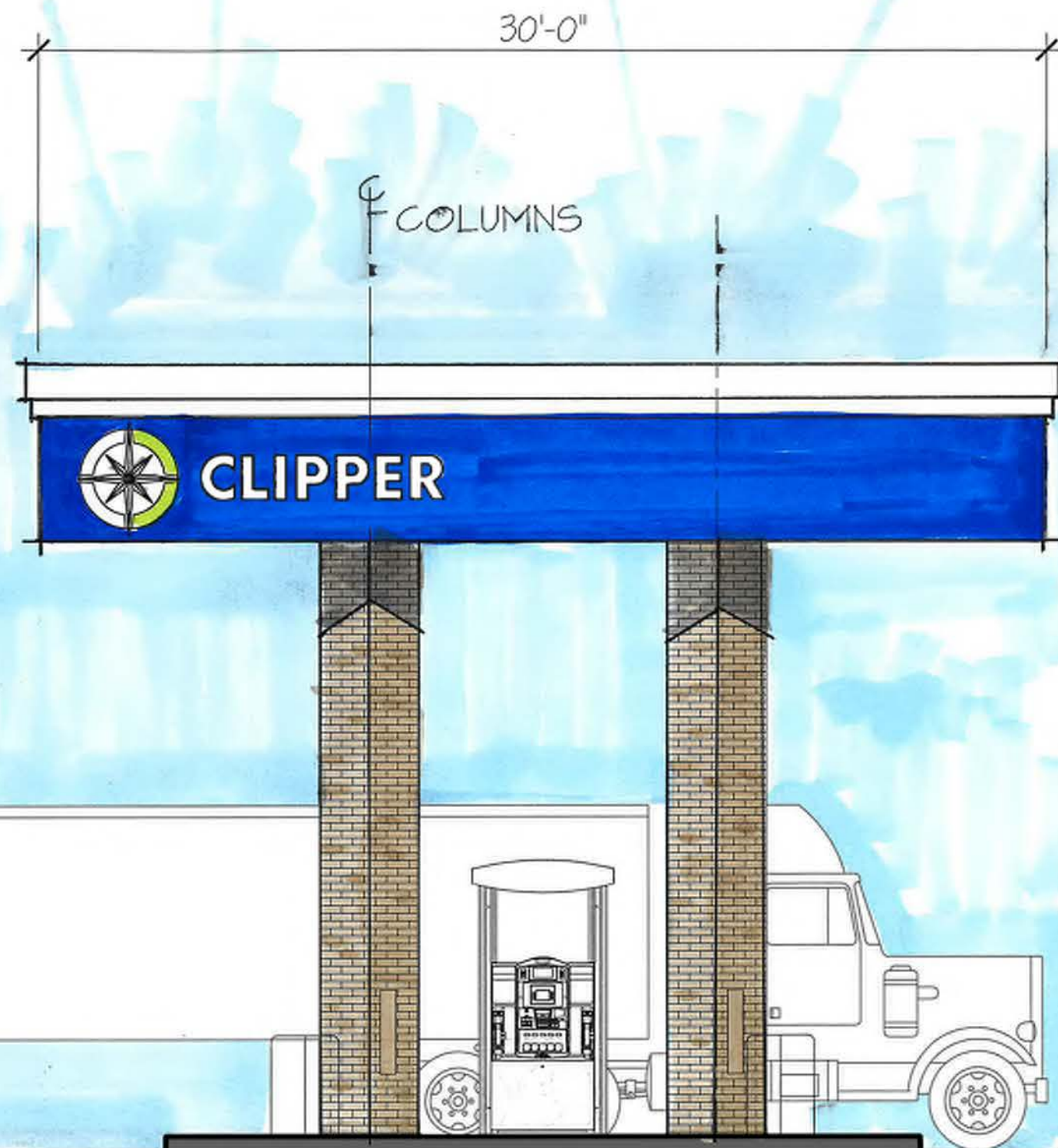
**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





**HFR**  
HILL FOLEY ROSSI  
ARCHITECTURE • ENGINEERING



BOTTOM OF CANOPY (CLEARANCE)  
16'-0" A.F.F.

FINISH FLOOR

FRONT ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH





SIDE ELEVATION

**CLIPPER**

FALCON PKWY , FLOWERY BRANCH



## REZONING ADDITIONAL INFORMATION REQUIREMENT

**Date:** 9/20/2022

**Address of Request:**

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

Tax Map # 08070 001002; 08073 000004A Current Zoning: A

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased).
4. Anticipated total square footage (heated) to be built in the requested number of units.
5. Total acreage developed with units.
6. Total acreage for right of way and roads.
7. Total acreage of open space/common area (include plan for maintenance of open space/common area).
8. Acreage required for buffer and watershed protection.
  - Does the buffer comply with the current City ordinance?
  - Do individual property lines for lots extend into the buffer?
  - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose?





9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail)
10. Please identify all amenities and total number of acres they incorporate by complete description.
11. Number of street lights and separation table as proposed on your site plan.
12. Will Technology Development be included in this development?
13. List the total linear feet and cubic yards for sidewalks.
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues?
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water?
17. What is the total capacity for daily Wastewater Management?
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?
19. Has a slope and grade study been done on this development? Does the study reflect density placement?
20. Please identify what public safety needs are being considered for the project?
21. Has the Hall County School System been notified of the proposed density for this project?
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development.



23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at [www.flowerybranchga.org](http://www.flowerybranchga.org)

**CITY STAFF ONLY**

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

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_

### **REZONING ADDITIONAL INFORMATION**

1. Approximately \$12 million.
2. \$153,369.60
3. C-Store as quickly as commercially feasible after property acquisition.
4. N/A
5. N/A
6. 0
7. Maintenance for open space / common area will be borne by property owner. All property, including any future property owners of any future sub-divided parcel, will participate in maintenance of common drives on a pro-rata basis.
8. Unknown
9. No.
10. Unknown
11. TBD
12. No.
13. TBD
14. If zoning is approved, storm water management will be provided as required by Flowery Branch.
15. No.
16. No.
17. TBD
18. Unknown.
19. No
20. Driveways will be constructed of sufficient width to accommodate fire trucks and other emergency vehicles
21. No.
22. TBD
23. N/A

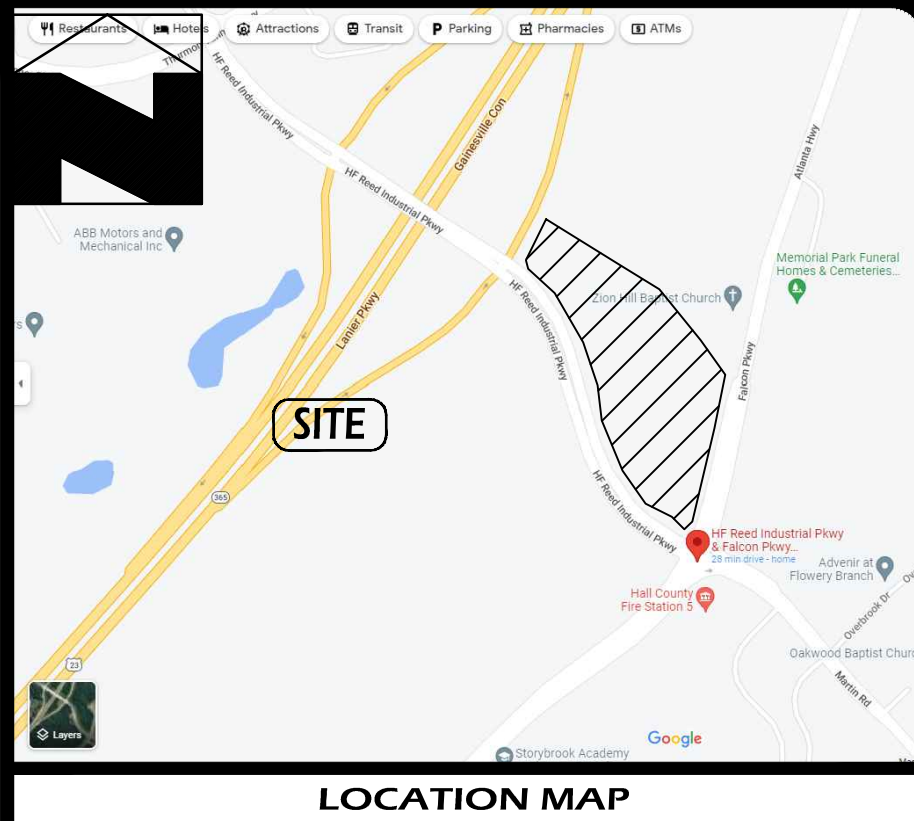
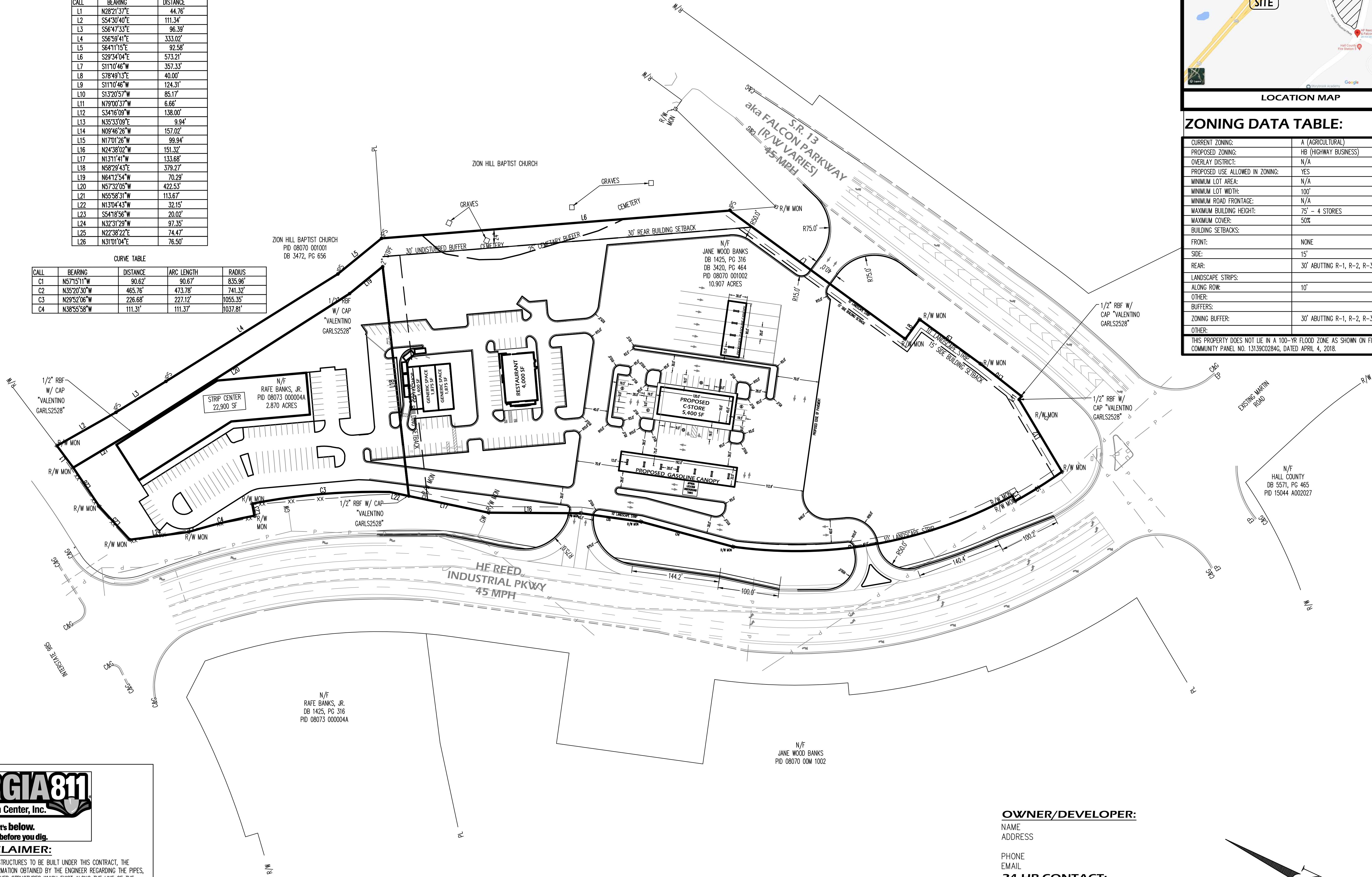
### **EXPLANATION FOR REMAINING PARCEL USE**

Currently, there are no specific development plans for the remaining acreage on the property. The buildings shown are conceptual drawings showing what could be built at a future date. Applicant would anticipate a quick-service restaurant at the corner of HF Reed Pkwy and Falcon Pkwy.



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'15"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"E | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
| L17        | N13°11'41"W | 133.68'  |
| L18        | N58°29'43"E | 378.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N32°31'29"W | 97.35'   |
| L25        | N22°38'22"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |          |
|-------------|-------------|----------|----------|
| CALL        | BEARING     | DISTANCE | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 835.96'  |
| C2          | N35°20'30"W | 465.76'  | 473.78'  |
| C3          | N29°52'06"W | 226.68'  | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 1037.81' |



| ZONING DATA TABLE:                                                                                                       |                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CURRENT ZONING:                                                                                                          | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                                                                                                         | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:                                                                                                        | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING:                                                                                          | YES                                  |
| MINIMUM LOT AREA:                                                                                                        | N/A                                  |
| MINIMUM LOT WIDTH:                                                                                                       | 100'                                 |
| MINIMUM ROAD FRONTAGE:                                                                                                   | N/A                                  |
| MAXIMUM BUILDING HEIGHT:                                                                                                 | 75' - 4 STORIES                      |
| MAXIMUM COVER:                                                                                                           | 50%                                  |
| BUILDING SETBACKS:                                                                                                       |                                      |
| FRONT:                                                                                                                   | NONE                                 |
| SIDE:                                                                                                                    | 15'                                  |
| REAR:                                                                                                                    | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:                                                                                                        |                                      |
| ALONG ROW:                                                                                                               | 10'                                  |
| OTHER:                                                                                                                   |                                      |
| BUFFERS:                                                                                                                 |                                      |
| ZONING BUFFER:                                                                                                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OTHER:                                                                                                                   |                                      |
| THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13139C0284G, DATED APRIL 4, 2018. |                                      |

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**REGISTERED**  
NO. 26681  
PROFESSIONAL  
ENGINEER  
JON M. EVANS  
GSWCC LEVEL II CERT. # 10877

**PROJECT NAME**  
**HF REED & FALCON PARKWAY RETAIL CENTER**  
**HF REED INDUSTRIAL PKWY I.L.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA**

**DATE:**  
**8-23-22**

|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

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| REVISIONS |  |
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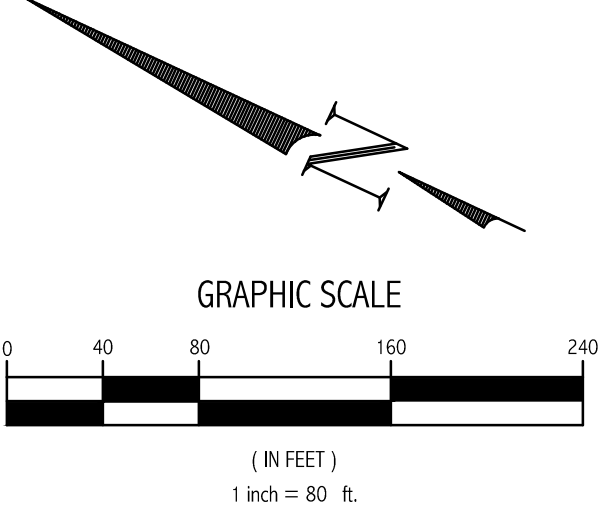
**JOB NUMBER:**  
**22-046**

**SHEET TITLE**  
**SITE PLAN**  
**C-4**

**GEORGIA811**  
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**ENGINEER:**  
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4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





1. SITE DENSITY FACTOR:

SITE AREA = 13.77

BLDG AREA = 0.855

TOTAL AREA = 12.91ACERS

TOTAL UNITS REQUIRED = 12.91 ACER X 15 UNITS ACER  
= 193.65 UNITS

## 2. EXISTING DENSITY FACTOR

NONE TO REMAIN

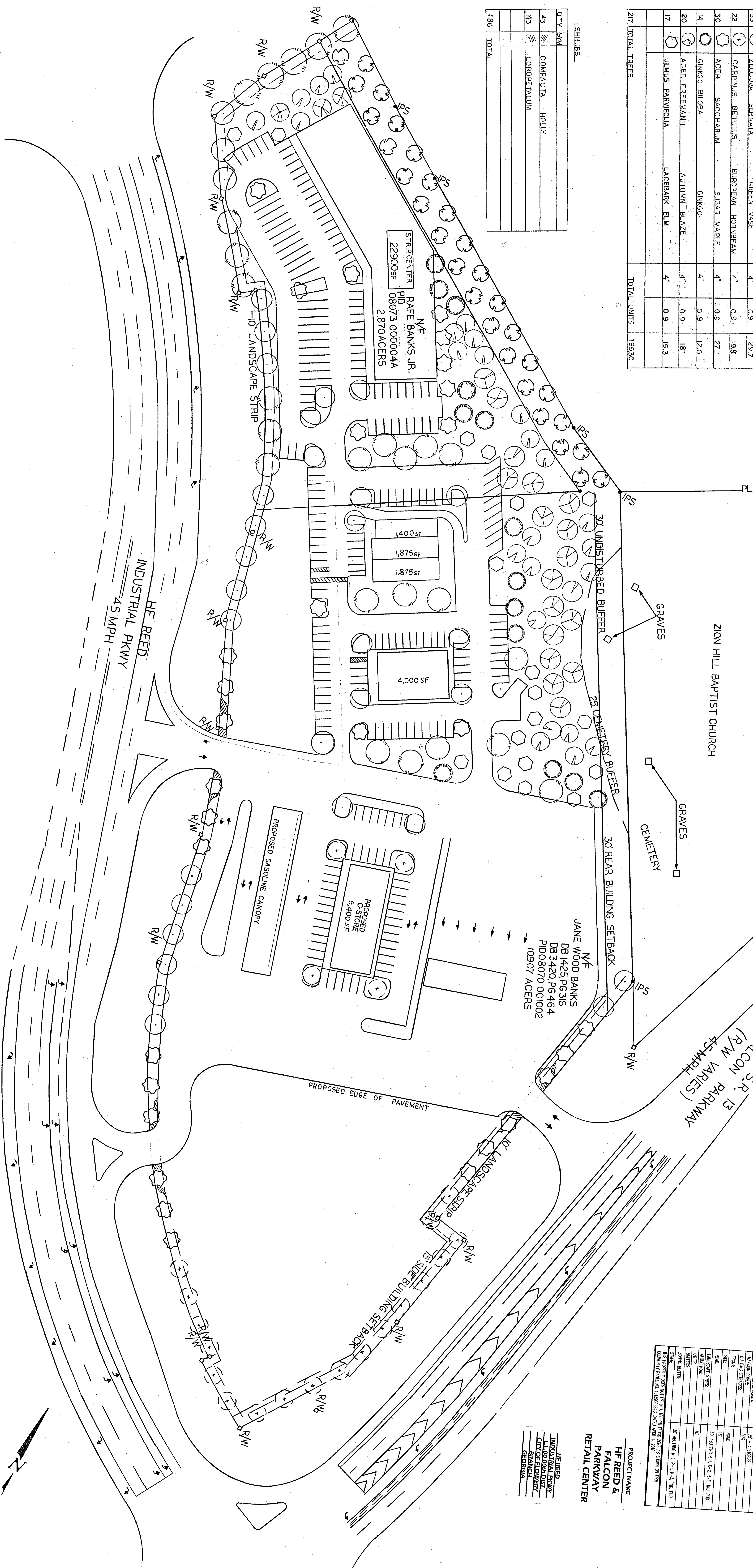
### 3. PROPOSED DENSITY FACTOR

217 - 4" TREES @ 0.9 UNITS/EA. = 195.30 UNITS  
TOTAL UNITS REQUIRED = 193.65

**TOTAL UNITS EXISTING & PROPOSED = 195,30**

| QTY | SYMBOL                                                                              | BOTANICAL NAME     | COMMON NAME      |             |        |
|-----|-------------------------------------------------------------------------------------|--------------------|------------------|-------------|--------|
| 30  |  | THUJA OCCIDENTALIS | AMERICAN BILLAR  | 4"          | 0.9    |
| 25  |  | ACER RUBRUM        | OCTOBER GLORY    | 4"          | 0.9    |
| 26  |  | QUERCUS PHELLOS    | WILLOW OAK       | 4"          | 0.9    |
| 33  |  | ZELCOYA SERGATA    | GREEN VASE       | 4"          | 0.9    |
| 22  |  | CARPINUS BETULUS   | EUROPEAN HORNBAM | 4"          | 0.9    |
| 30  |  | ACER SACCCHARUM    | SUGAR MAPLE      | 4"          | 0.9    |
| 14  |  | GINKGO BILOBA      | GINKGO           | 4"          | 0.9    |
| 20  |  | ACER FREEMANII     | AUTUMN BLAZE     | 4"          | 0.9    |
| 17  |  | ULMUS PARVIFOLIA   | LACEBARK ELM     | 4"          | 0.9    |
| 17  | TOTAL TREES                                                                         |                    |                  | TOTAL UNITS |        |
|     |                                                                                     |                    |                  |             | 195.30 |

| QTY | SYM |                |
|-----|-----|----------------|
| 43  | ≡   | COMPACTA HOLLY |
| 43  | ≡   | LOROPETALUM    |
| 86  |     | TOTAL          |



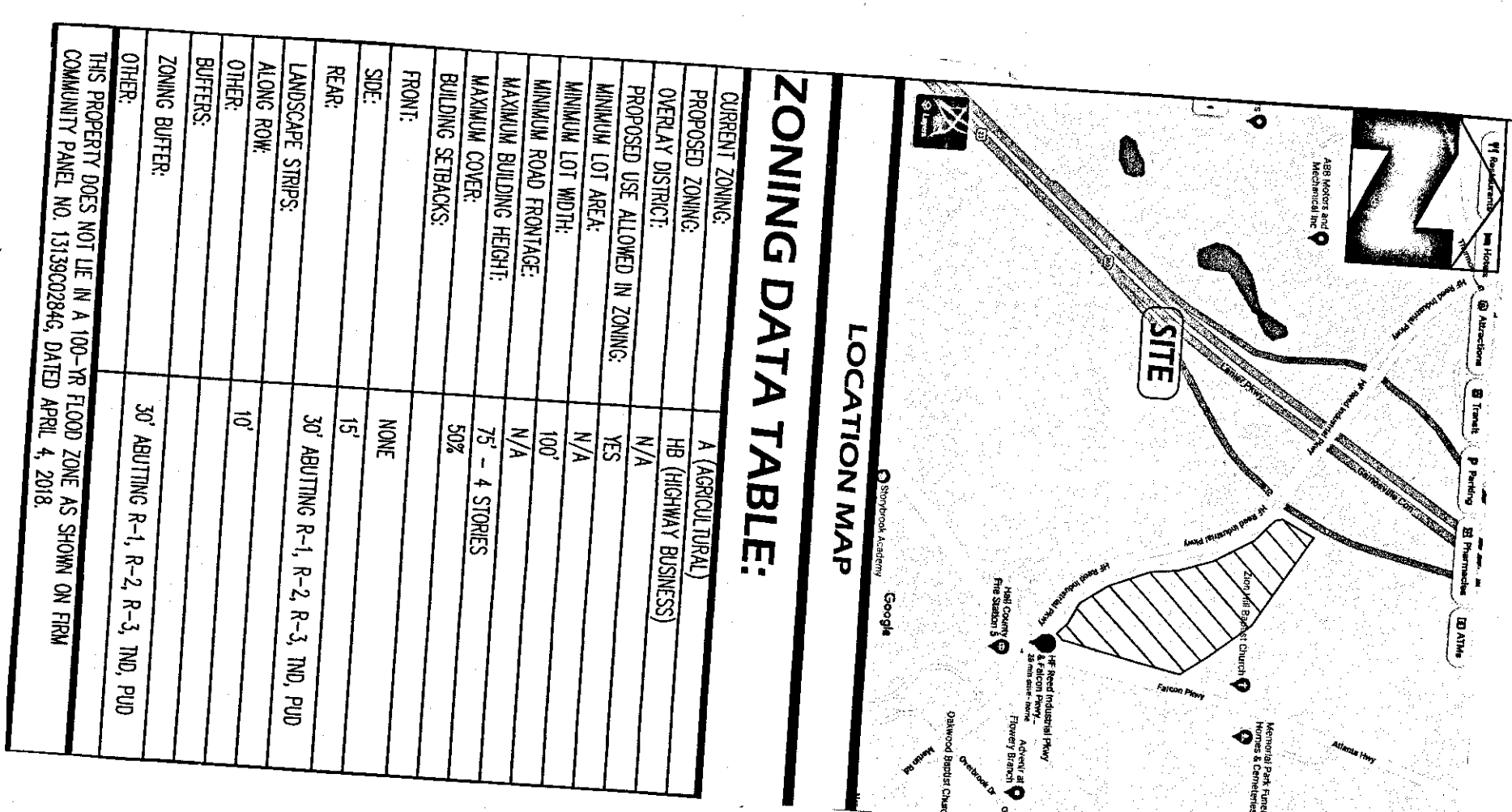
FRONTAGE TREES  
HE REED INDUSTRIAL PKWY

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TOTAL FRONTAGE =  
ONE TREE PER 40 FEET REQUIRED 1781 / 40 = 44.52 TREES & SHRUB  
0 EXISTING FRONTAGE TREES REMAIN  
46 TREES TO BE PLANTED  
60 SHRUB  
FALCON PARKWAY

FRONTAGE =  
ONE TREE PER 40 FEET REQUIRED 772 / 40 = 19.3 TREES & SHRUBS  
0 EXISTING FRONTAGE TREES REMAIN  
20 TREES TO BE PLANTED  
26 SHRUBS TO BE PLANTED

S.R. 13  
FALCON  
(R/W VARIES)  
45 MPH



**PROJECT NAME**  
**HF REED &  
FALCON  
PARKWAY  
RETAIL CENTER**

MR REED  
 INDUSTRIAL PKWY  
 L.L.OO 000th DIST.  
 CITY OF FLOWERY  
 BRANCH  
 GEORGIA

DeepRoots

5203 Daltonoga Highway, Clermont, GA 30522  
OFFICE: 678-928-9225 | FAX: 678-928-9226  
customers@deeprootsga.com  
www.deeprootsga.com

2022

GRAPHIC SCALE





**Applicant:** VM&R, LLC.

**Property Owners:** Banks

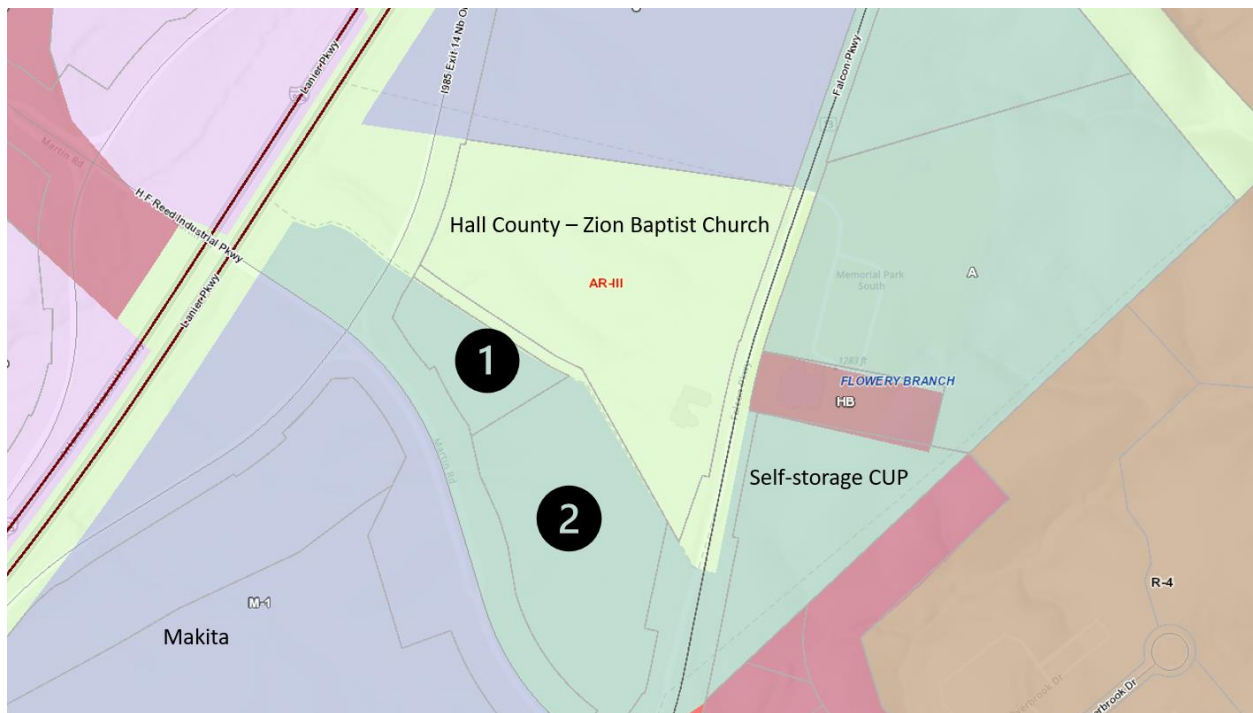
**Subject Properties:** 08070 001002, 08073 000004A

**Request:** Rezone from A (Agricultural) to HB (Highway Business) with the intent to construct a gas station and convenience store

**Current Use:** Vacant

**Character Area:** Industrial Employment

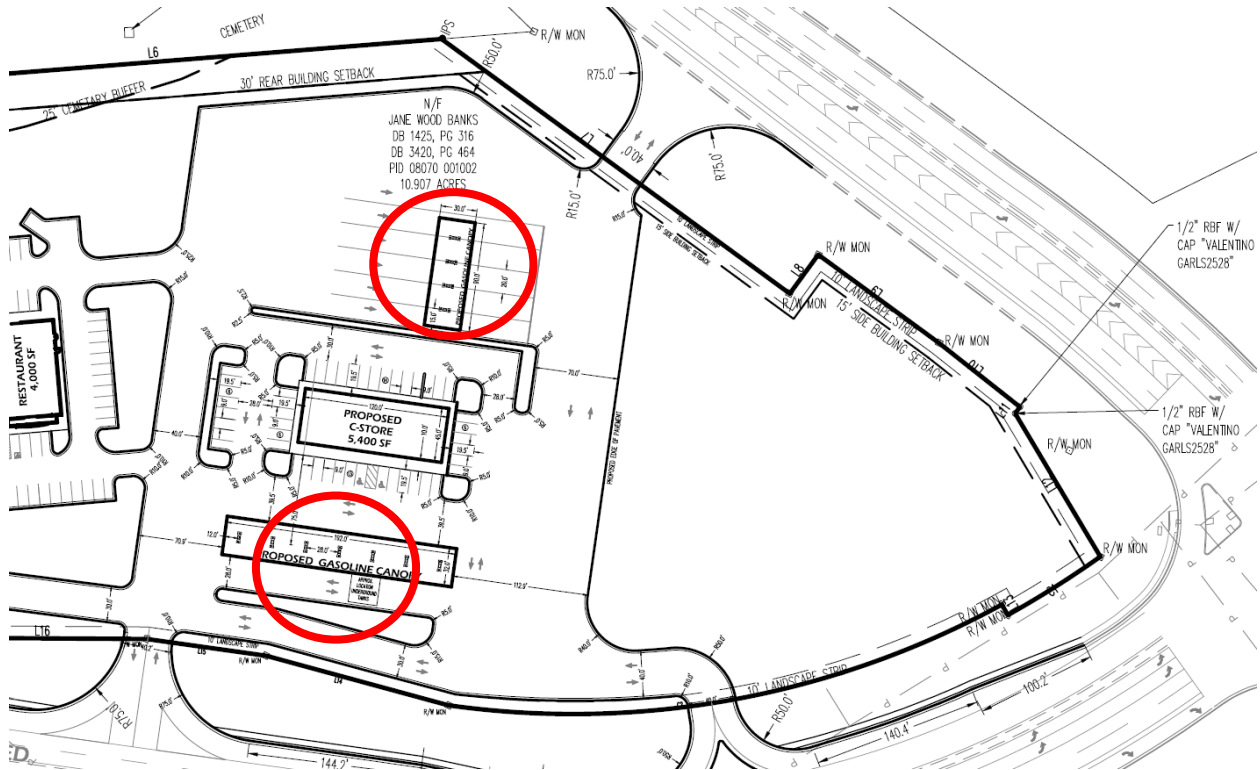
The two parcels are currently zoned Agriculture (A) and the request is to rezone to Highway Business (HB).



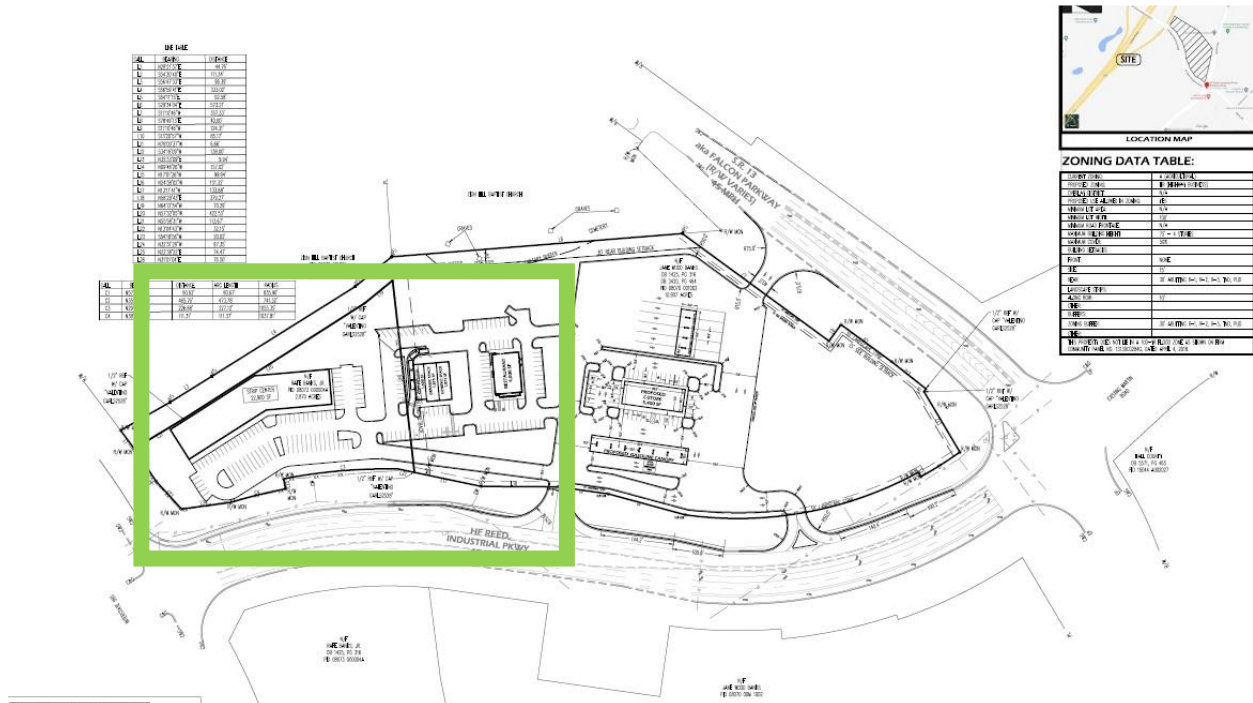




Proposed layout:



Gas pumps - The location of the pumps are not located behind the primary structure as required by code therefore, a variance has been applied for by the applicant. The variance is scheduled for a public hearing and first read on January 5, 2023, with the second read scheduled to coincide with the second read of this rezoning request (January 19, 2023).



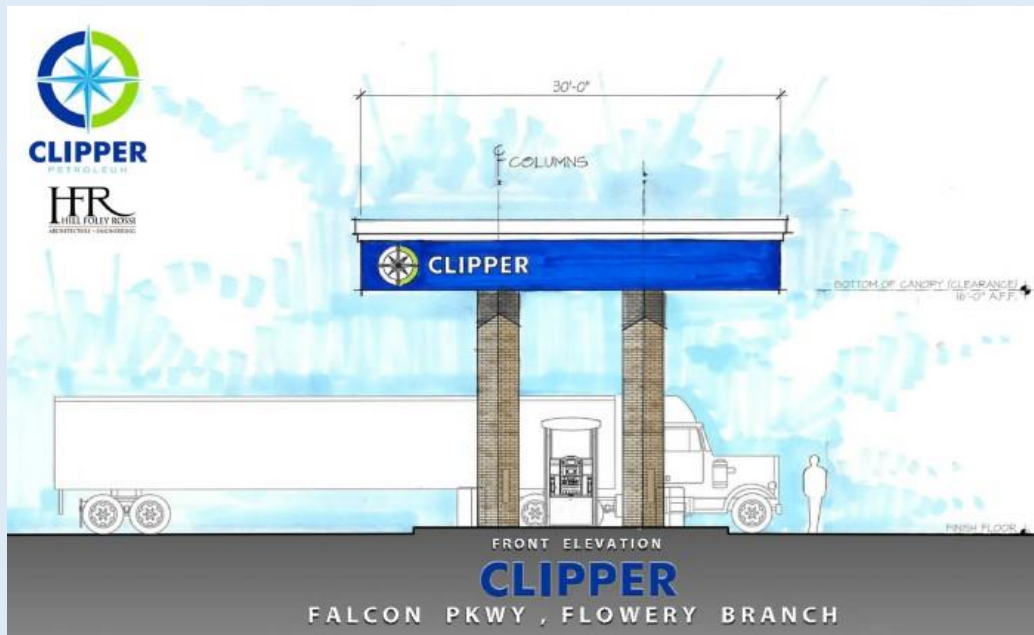
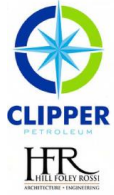
The remainder of the project (not the convenience store/gas pumps) is outlined in green. This area will be developed separately and will be required to meet Highway Business (HB) zoning requirements. Additionally, conditions of zoning will require this portion of the development to be built to significantly match the convenience store in materials and appearance.

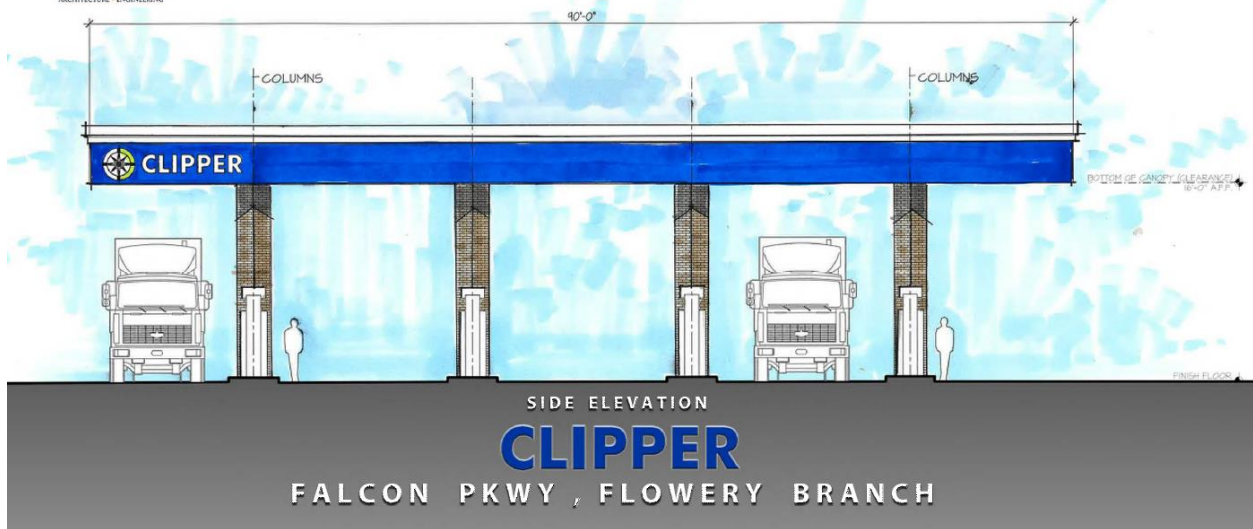
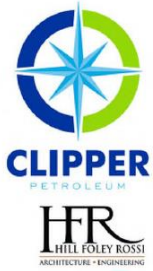


Proposed elevation:







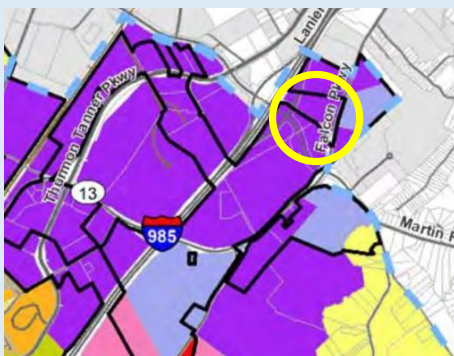


Comprehensive Plan

## Comprehensive Plan



### Map



### Character Area

Industrial Employment

Zoning uses cite M-1 and M-2

Convenience store with gas pumps is an allowed use in both these districts

*Request meets the intent of the Comprehensive Plan*



## **Rezoning Analysis:**

### Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

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

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. **Yes, the proposed use is appropriate for this site and the surrounding area.**
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. **The development will not adversely affect the area and will in fact enhance it.**
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. **Yes, the current zoning of A (Agricultural) could be used in accordance with the current rules and regulations of that zoning district.**
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. **It is the staff's opinion that the use will not create any unnecessary burdens.**
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. **Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. The proposed use meets the intent of the Comprehensive Plan.**
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. **No**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Currently vacant the proposed use will fit in well with the corridor.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the





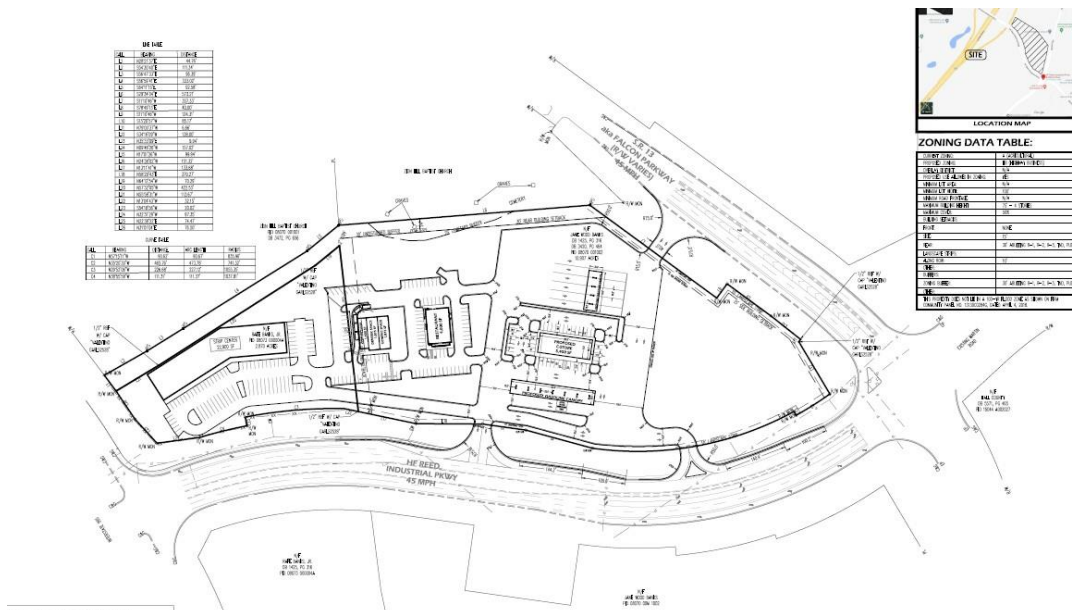
property or sell the property under the existing zoning district classification. Staff does not have a specific number regarding property value, but the current zoning classification of Agricultural does not allow the proposed use. The HB classification is a more realistic zoning designation for this area.

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. Staff does not feel that the proposed will be a deterrent.
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. N/A
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. The proposed use will not have a negative impact in staff's opinion.
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. The proposed development will meet the intent of the Zoning Ordinance.

## Staff Recommendation:

Staff recommends approval of the rezoning with the following conditions:

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





2. Structures throughout the development shall substantially adhere to the elevations submitted and incorporated as part of this report in regard to building materials and overall appearance.
3. An overall comprehensive signs plan shall be submitted to the City for approval prior to the issuance of a certificate of occupancy for the convenience store.
4. A variance for pump location must be approved prior to the issuance of a land disturbance permit.

**ORDINANCE NO. 676**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OF LAND TOTALING 2.87+/- ACRES OF LAND, OWNED BY BANKS PROPERTY MANAGEMENT, LLC, THE MCCRARY FAMILY TRUST, L.P, AND BURWELL INVESTMENTS, L.P, IDENTIFIED AS 0 FALCON PARKWAY, TAX PARCEL 08073 000004A, TO BE REZONED FROM AGRICULTURE (A) TO HIGHWAY BUSINESS (HB) AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Banks Property Management, LLC; The McCrary Family Partnership, L.P; Burwell Investments, L.P. owns the subject parcel of land identified as Parcel Tax Identification No.08073 000004A, as shown on Exhibit “A”, and as described on Exhibit “B”; and

**WHEREAS**, Banks Property Management, LLC; The McCrary Family Partnership, L.P; Burwell Investments, L.P. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

**WHEREAS**, the City Council held a public hearing at the meeting of November 17, 2022, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

**SECTION 1. FINDINGS.**

The City Council finds that the proposed rezoning from Agriculture (A) to Highway Business (HB) 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 proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.



3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.
4. The development if approved and constructed 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 proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal 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 Highway Business (HB).
8. A proposed development 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 change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed 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. REZONING.**

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from Agriculture (A) to Highway Business (HB) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

## **SECTION 3. AMENDMENT OF THE ZONING MAP.**

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

## **SECTION 4. 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.

Public Hearing Published 10/05/2022  
Public Hearing 11/17/2022

First Reading 12/15/2022  
Adopted 01/19/2023

**SECTION 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be January 19, 2023.

**SECTION 6. REPEALER.**

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

Approved this 19<sup>th</sup> day of January 2023.

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Edward R. Asbridge, Mayor

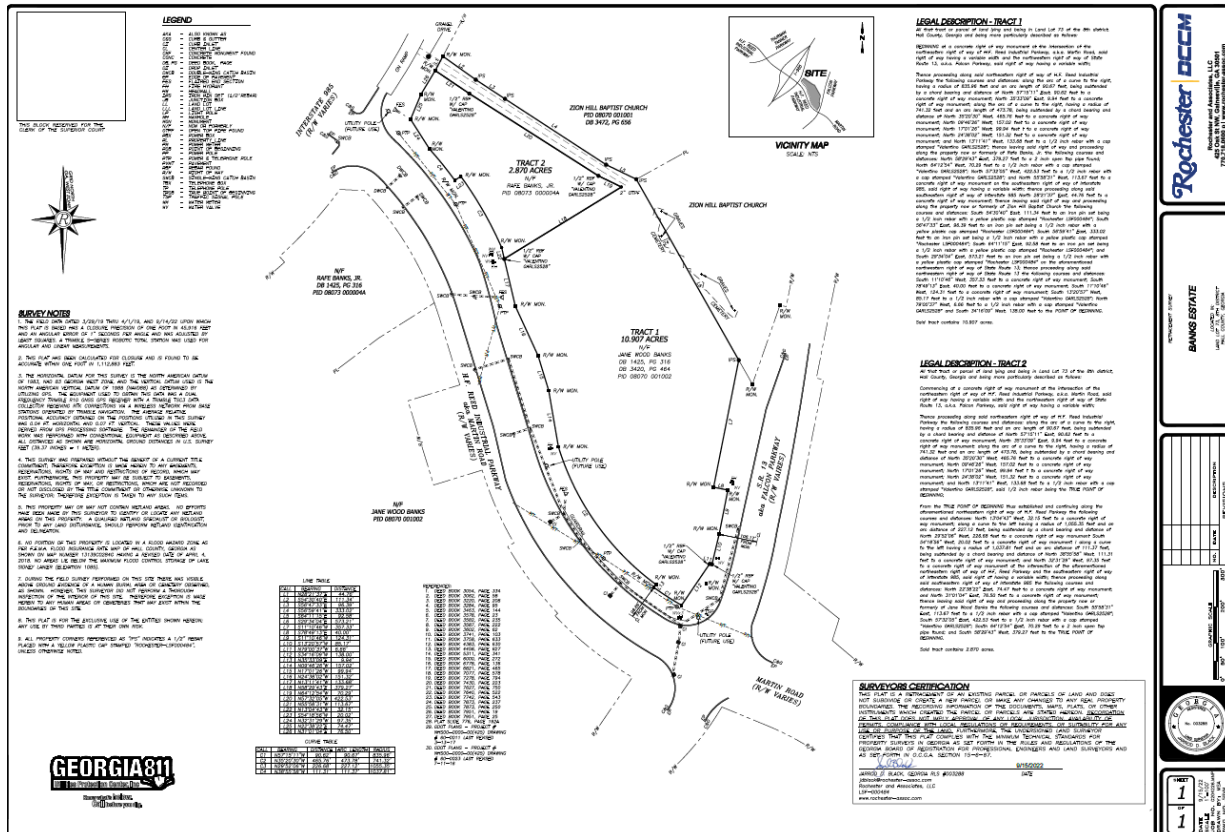
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Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

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E. Ronald Bennett, City Attorney





Public Hearing Published 10/05/2022  
Public Hearing 11/17/2022

First Reading 12/15/2022  
Adopted 01/19/2023

## Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

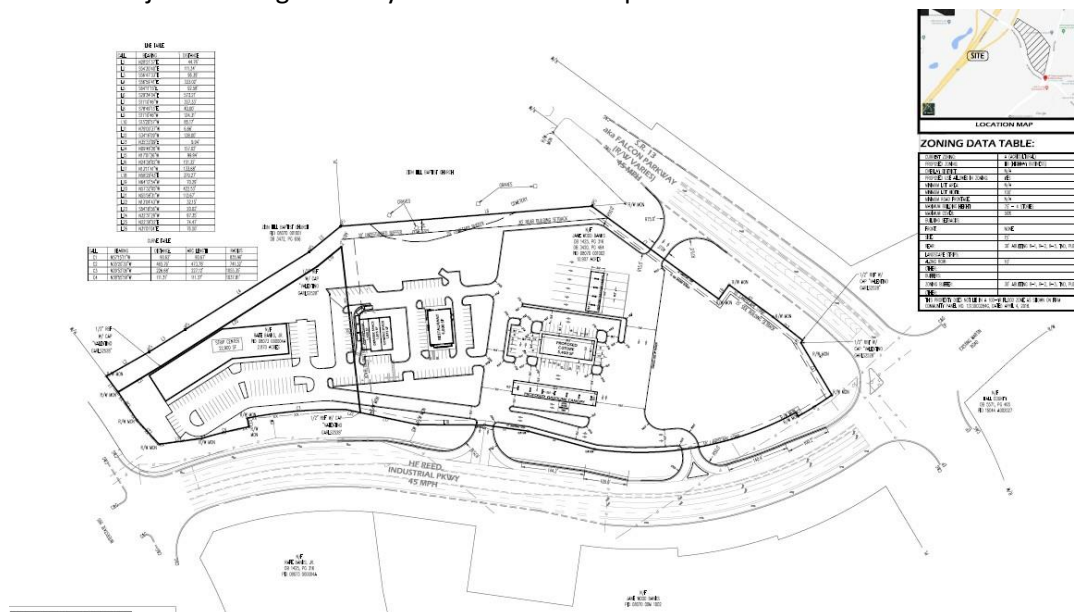
Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528", said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.

## Exhibit “C”

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

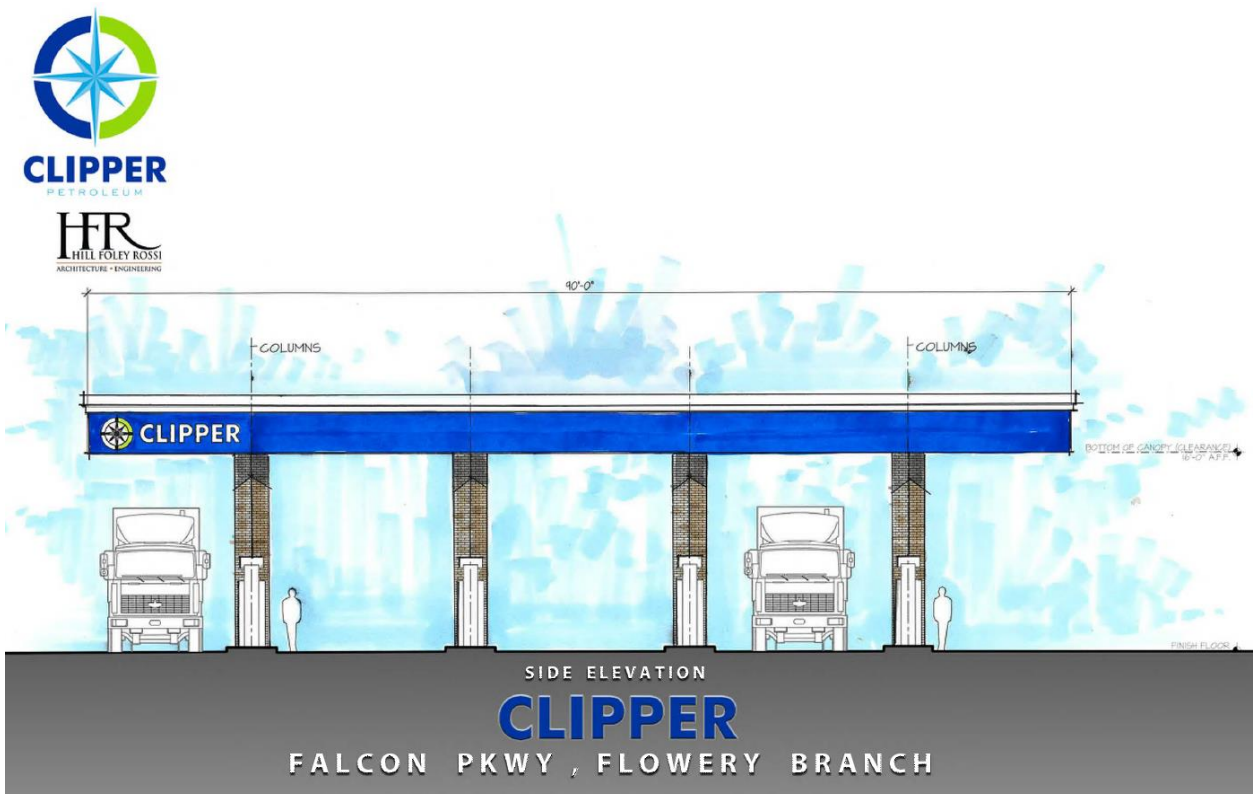
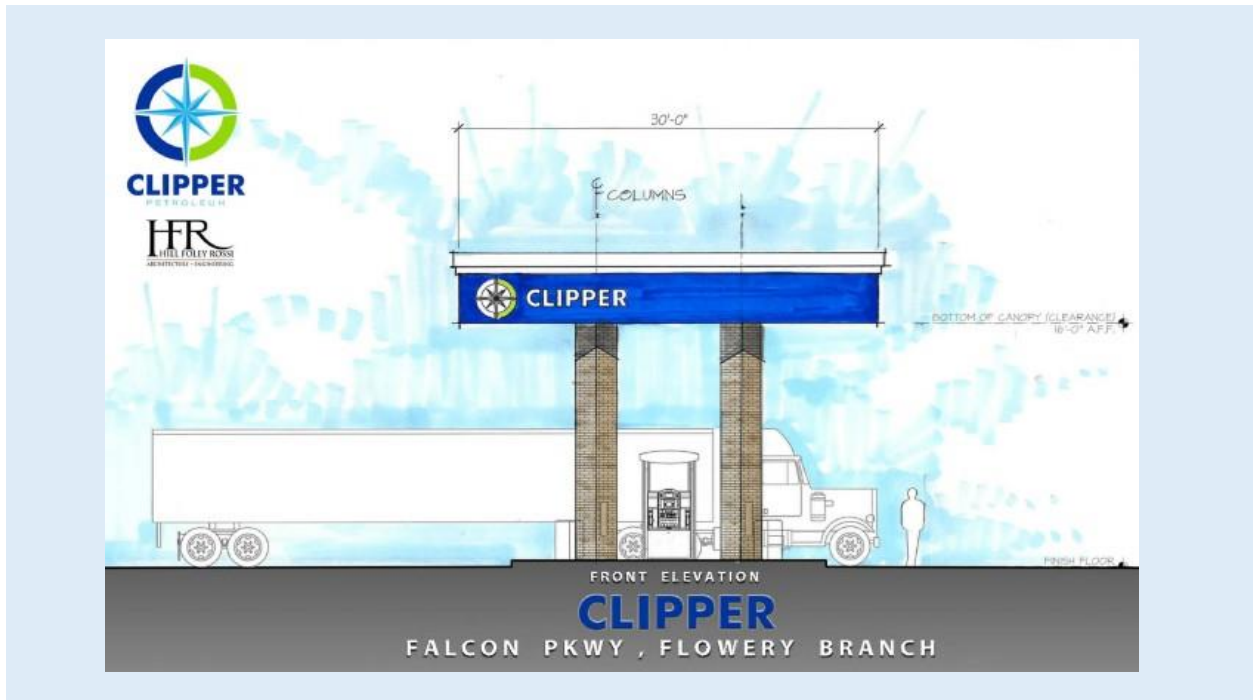


2. Structures throughout the development shall substantially adhere to the elevations submitted and incorporated as part of this report in regard to building materials and overall appearance. The elevations are shown below:









3. An overall comprehensive signs plan shall be submitted to the City for approval prior to the issuance of a certificate of occupancy for the convenience store.
4. A variance for pump location must be approved prior to the issuance of a land disturbance permit.

|                          |            |
|--------------------------|------------|
| Public Hearing Published | 10/05/2022 |
| Public Hearing           | 11/17/2022 |

|               |            |
|---------------|------------|
| First Reading | 12/15/2022 |
| Adopted       | 01/19/2023 |





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider a Variance Request submitted by VM&R, LLC. allowing gasoline pumps to be located in front of the primary structure.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

The variance request goes hand in hand with the rezoning request submitted by the same applicant. The rezoning ordinances are 675 and 676 and are rezoning requests for two parcels of land located at the northeast corner of the intersection of HF Reed Industrial Parkway and Falcon Parkway. The two parcels are identified as 08070 001002 and 08073 000004A totaling a combined 13.7 +/- acres. Currently zoned Agriculture (A), the applicant wished to rezone to Highway Business (HB) with the intent to construct a convenience store and gas station with additional, yet to be determined, HB appropriate uses.

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#### FACTS AND ISSUES:

The variance requests are ordinances 684 and 685 and they are requested for relief from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f): Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve

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#### SAMPLE MOTION:

I make a motion to approve ordinance 684.

I make a motion to approve ordinance 685.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**ATTACHMENTS**

- [Variance Application \(HF Reed - Falcon Pkwy\)\(with Signatures\).pdf](#)
- [22-046 HF REED INDUSTRIAL PK WY RETAIL CENTER C-4 SITE PLAN\\_10-28-22.pdf](#)
- [ORDINANCE 684.pdf](#)
- [ORDINANCE 685.pdf](#)



## VARIANCE APPLICATION

**Address of Request:**

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

**Type of Variance Requested**

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met. Explain below:

See Attachment

Applicant: VM&R, LLC

Address: 5317 T L Bower Way, Flowery Branch, GA 30542

E-mail address: slfevre@clipperpetroleum.com

Phone number: 770-965-6416

Signature: \_\_\_\_\_

Notary Seal: \_\_\_\_\_



*T. Scott Lefevre*  
11-30-2022





Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: [Handwritten Signature] / Banks Property Management, LLC

Notary Seal:



**Please provide the following at time of submittal:**

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: *Ray McCrary, GENERAL PARTNER*

Notary Seal:



**Please provide the following at time of submittal:**

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: [Signature]

Notary Seal:

CAROL BURWELL - BURWELL  
INVESTMENTS, LP

**Please provide the following at time of submittal:**

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



### **Conflict of Interest Disclosure**

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

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

N/A

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

N/A

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

N/A

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### **Disclosure of Campaign Contributions**

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

Elected Officials Name

Amount of Description of Gift

N/A

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Applicant seeks a variance from F.B.M.C § 10.9(f) that requires fueling dispensers to be located behind the principal structure. In support of its request for variance, Applicant shows the following:

- A. The shape of the property is narrowest at its corners, causing Applicant to position its store in the middle and rear of the parcel. This also is due to maximizing traffic flow. Applicant proposes fueling dispensers in the front of property. The front will be dispensers typically found at a c-store, while the back will provide auxiliary diesel lanes. Positioning all dispensers behind the principal structure would impose a hardship on operations due to congested traffic on that portion of Applicant's property.
- B. Without the requested variance, Applicant's useable portion of the property would be substantially reduced, depriving Applicant of full use and enjoyment of the property that other properties customarily enjoy.
- C. Numerous other c-stores with petroleum sales in the City of Flowery Branch have fueling dispensers in front of the property's principal structure.
- D. The plain language of the ordinance at question states "however, if fuel pumps are not located in the rear of the building, then additional landscaping should be required." Applicant's submitted landscaping plan shows the installation of ample landscaping to screen the fueling dispensers. In light of the proposed landscaping buffers, the proposed variance would be in harmony with the purpose and intent of the ordinance. The property and building will be aesthetically pleasing. In addition, Applicant submits having dispensers in front of the principal structure is safer than placing them behind where vehicles and customers are hidden from view of public roads.
- E. The necessity for the sought after variance are not due to circumstances that result from actions of Applicant.
- F. The requested variance is the minimum needed for Applicant to make full use of the property.
- G. The variance, if granted, does not grant a use of the property that is not permitted in the zoning district sought by Applicant.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

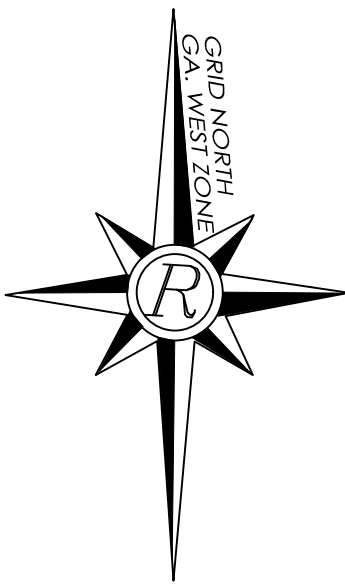
Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528", said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.



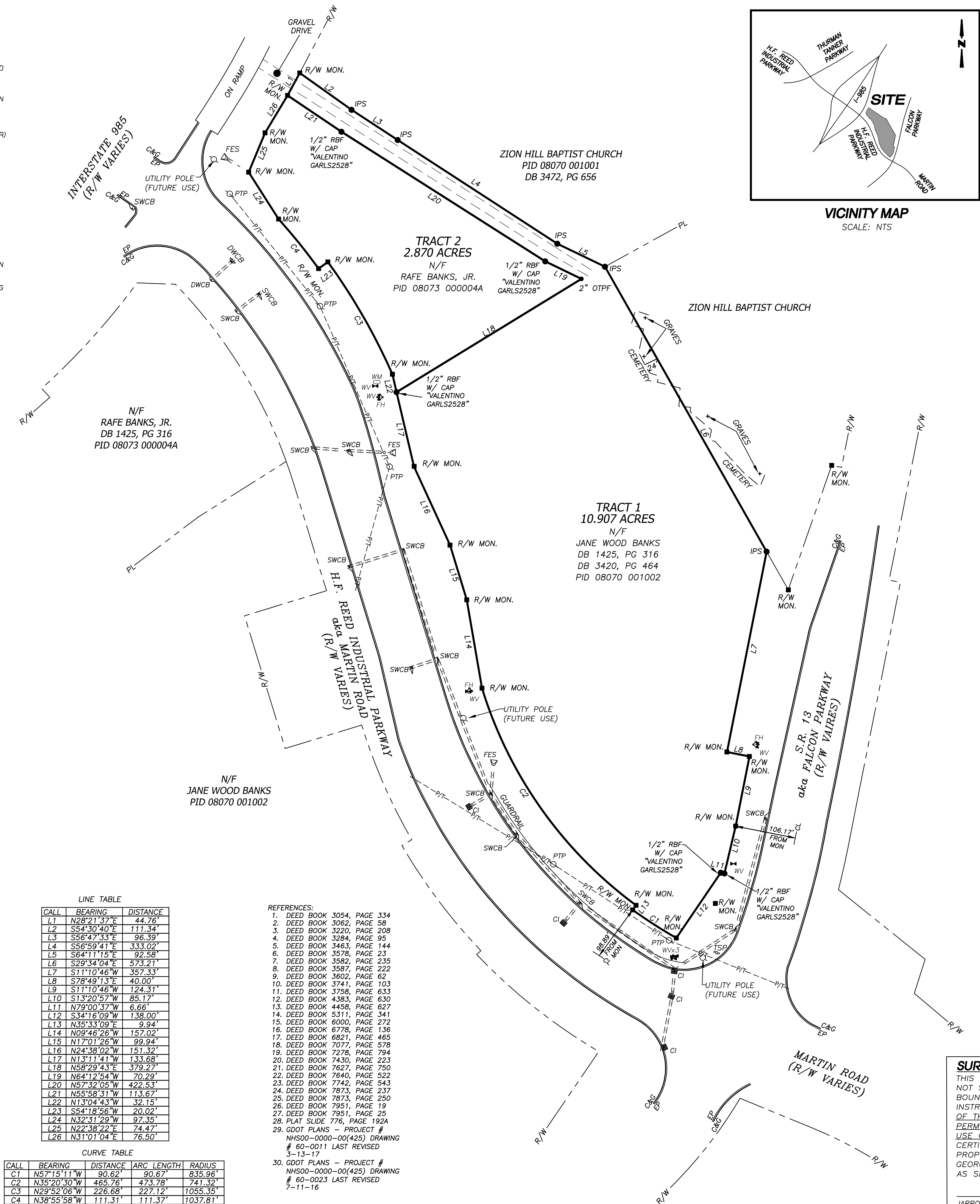
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



- LEGEND**
- AKA - ALSO KNOWN AS
  - C&G - CURB & GUTTER
  - CI - CENTER INLET
  - CMF - CONCRETE MONUMENT FOUND
  - CONC - CONCRETE
  - DB, PG - DEED BOOK, PAGE
  - DI - DROP INLET
  - DWCB - DOUBLE-WING CATCH BASIN
  - EP - EDGE OF PAVEMENT
  - FES - FLAIRED END SECTION
  - FH - FIRE HYDRANT
  - HM - HEADWALL
  - IPS - IRON PIN SET (1/2" REBAR)
  - JB - JUNCTION BOX
  - LL - LAND LOT
  - LP - LIGHT POLE
  - MH - MANHOLE
  - MON - MONUMENT
  - N/F - NOW OR FORMERLY
  - OTPF - OPEN TOP PIPE FOUND
  - PBX - POWER BOX
  - PL - PROPERTY LINE
  - PM - POWER METER
  - POB - POINT OF BEGINNING
  - PP - POWER POLE
  - PTP - POWER & TELEPHONE POLE
  - PWNT - PAVEMENT
  - RBF - REBAR FOUND
  - R/W - RIGHT OF WAY
  - SWCB - SINGLE-WING CATCH BASIN
  - TGB - TELEPHONE BOX
  - TP - TELEPHONE POLE
  - TPOB - TRUE POINT OF BEGINNING
  - TSP - TRAFFIC SIGNAL POLE
  - WM - WATER METER
  - WV - WATER VALVE

**SURVEY NOTES**

1. THE FIELD DATA DATED 3/29/19 THRU 4/1/19, AND 9/14/22 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,916 FEET AND AN ANGULAR ERROR OF 1" SECONDS PER ANGLE AND WAS ADJUSTED BY LEAST SQUARES. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,112,883 FEET.
3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, NAD 83 GEORGIA WEST ZONE, AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R10 GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.
6. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA AS SHOWN ON MAP NUMBER 13139C0284G HAVING A REVISED DATE OF APRIL 4, 2018. NO AREAS LIE BELOW THE MAXIMUM FLOOD CONTROL STORAGE OF LAKE SIDNEY LANIER (ELEVATION 1085).
7. DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, AS SHOWN. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
8. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
9. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'13"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"W | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
| L17        | N13°11'41"W | 133.68'  |
| L18        | N58°29'43"E | 379.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N26°11'29"W | 97.35'   |
| L25        | N22°38'22"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |            |          |
|-------------|-------------|----------|------------|----------|
| CALL        | BEARING     | DISTANCE | ARC LENGTH | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 90.62'     | 835.96'  |
| C2          | N39°20'50"W | 465.76'  | 473.78'    | 741.32'  |
| C3          | N29°52'06"W | 226.68'  | 227.12'    | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 111.37'    | 1037.81' |

- REFERENCES:
1. DEED BOOK 3054, PAGE 334
  2. DEED BOOK 3062, PAGE 58
  3. DEED BOOK 3220, PAGE 208
  4. DEED BOOK 3284, PAGE 95
  5. DEED BOOK 3463, PAGE 144
  6. DEED BOOK 3578, PAGE 23
  7. DEED BOOK 3582, PAGE 235
  8. DEED BOOK 3587, PAGE 222
  9. DEED BOOK 3602, PAGE 62
  10. DEED BOOK 3741, PAGE 103
  11. DEED BOOK 3758, PAGE 633
  12. DEED BOOK 4363, PAGE 630
  13. DEED BOOK 4458, PAGE 627
  14. DEED BOOK 5311, PAGE 341
  15. DEED BOOK 6001, PAGE 272
  16. DEED BOOK 6778, PAGE 136
  17. DEED BOOK 6821, PAGE 465
  18. DEED BOOK 7077, PAGE 578
  19. DEED BOOK 7276, PAGE 794
  20. DEED BOOK 7430, PAGE 223
  21. DEED BOOK 7627, PAGE 750
  22. DEED BOOK 7640, PAGE 522
  23. DEED BOOK 7742, PAGE 543
  24. DEED BOOK 7873, PAGE 237
  25. DEED BOOK 7873, PAGE 250
  26. DEED BOOK 7951, PAGE 19
  27. DEED BOOK 7951, PAGE 25
  28. PLAT SLIDE 776, PAGE 192A
  29. GOOT PLANS PROJECT # NHS00-0000-00(425) DRAWING # 60-0011 LAST REVISED 3-13-17
  30. GOOT PLANS - PROJECT # NHS00-0000-00(425) DRAWING # 60-0023 LAST REVISED 7-11-16

**LEGAL DESCRIPTION - TRACT 1**

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.62 feet, being subtended by a chord bearing and distance of North 57°15'11" East, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 58°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

**LEGAL DESCRIPTION - TRACT 2**

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.62 feet, being subtended by a chord bearing and distance of North 57°15'11" East, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc distance of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc distance of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.

**SURVEYORS CERTIFICATION**

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

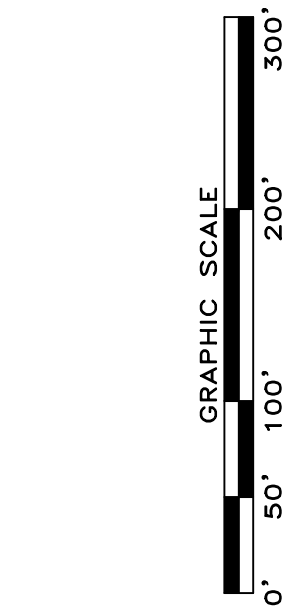
JARROD D. BLACK, GEORGIA RLS #003288  
DATE 9/15/2022  
jblack@rochester-assoc.com  
Rochester and Associates, LLC  
LSF-000484  
www.rochester-assoc.com



Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30601  
770.778.0600 P | www.rochester-assoc.com

RETRACEMENT SURVEY  
**BANKS ESTATE**  
LOCATED IN:  
LAND LOT 73, 8TH DISTRICT  
HALL COUNTY, GEORGIA

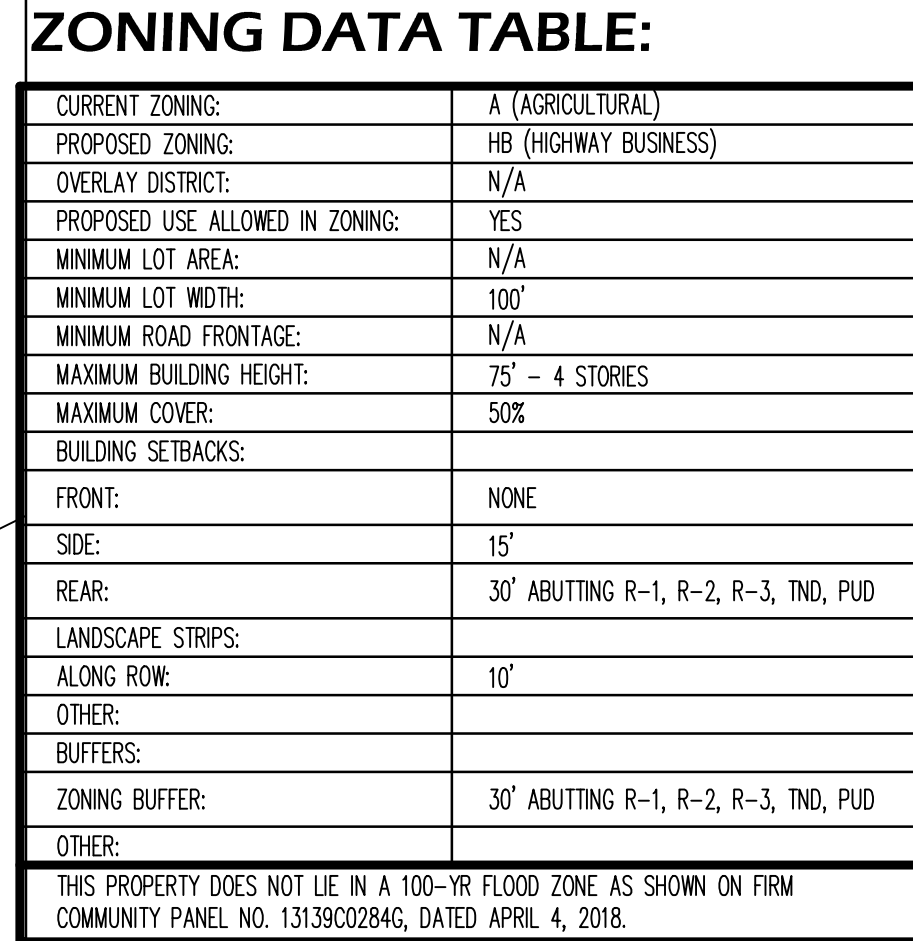
| REVISIONS |  | DATE |  | NO. |  | DESCRIPTION |  |
|-----------|--|------|--|-----|--|-------------|--|
|           |  |      |  |     |  |             |  |
|           |  |      |  |     |  |             |  |
|           |  |      |  |     |  |             |  |
|           |  |      |  |     |  |             |  |



| SHEET |    | DATE |   | SCALE   |         | JOB NO.     |         | DRAWN BY: |  | DWG NO. |  |
|-------|----|------|---|---------|---------|-------------|---------|-----------|--|---------|--|
| 1     | OF | 1    | 1 | 9/15/22 | 1"=100' | N024226.MNP | BY: MSA |           |  |         |  |



| CALL | BEARING     | DISTANCE | ARC LENGTH | RADIUS   |
|------|-------------|----------|------------|----------|
| C1   | N57°15'11"W | 90.62'   | 90.67'     | 835.96'  |
| C2   | N35°20'30"W | 465.76'  | 473.78'    | 741.32'  |
| C3   | N29°52'06"W | 226.68'  | 227.12'    | 1055.35' |
| C4   | N38°55'58"W | 111.31'  | 111.37'    | 1037.81' |



|                                 |                                      |
|---------------------------------|--------------------------------------|
| CURRENT ZONING:                 | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:               | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING: | YES                                  |
| MINIMUM LOT AREA:               | N/A                                  |
| MINIMUM LOT WIDTH:              | 100'                                 |
| MINIMUM ROAD FRONTAGE:          | N/A                                  |
| MAXIMUM BUILDING HEIGHT:        | 75' - 4 STORIES                      |
| MAXIMUM COVER:                  | 50%                                  |
| BUILDING SETBACKS:              |                                      |
| FRONT:                          | NONE                                 |
| SIDE:                           | 15'                                  |
| REAR:                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:               |                                      |
| ALONG ROW:                      | 10'                                  |
| OTHER:                          |                                      |
| BUFFERS:                        |                                      |
| ZONING BUFFER:                  | 30' ABUTTING R-1, R-2, R-3, TND, PUD |

THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM  
COMMUNITY PANEL NO. 13139C0284G, DATED APRIL 4, 2018.



Evans Design Group, Inc.  
Civil Engineering /  
Site Planning /  
Land Development Services  
4755 Summer Song Court  
Buford, GA 30519  
(Ph) 678.207.6830  
jevans@evansdgc.com



**PROJECT NAME**  
**HF REED &  
FALCON  
PARKWAY  
RETAIL CENTER**

HF REED  
INDUSTRIAL PKWY  
L.L.00 00th DIST.  
CITY OF FLOWERY  
BRANCH  
GEORGIA

DATE: 8-23-22

|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

☒ Not Released For Construction  
☐ Released For Construction

OWNER/DEVELOPER

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## REVISIONS

**JOB NUMBER:**  
**22-046**

SHEET TITLE

SITE  
PLAN

C-4

**GEORGIA811**  
Utilities Protection Center, Inc.

**Know what's below.  
Call before you dig.**

**UTILITY DISCLAIMER:**

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHALL CONTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BE INFORMED THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

**OWNER/DEVELOPER:**

NAME  
ADDRESSPHONE  
EMAIL

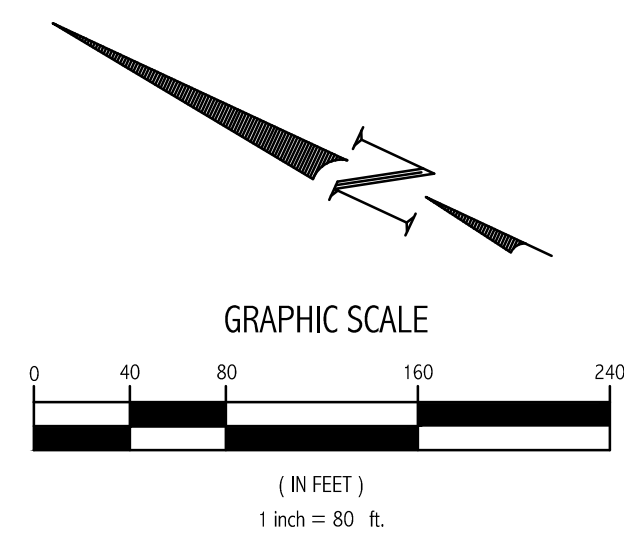
**24-HR CONTACT:**

NAME \_\_\_\_\_

PHONE  
EMAIL

**ENGINEER:**

EVANS DESIGN GROUP, INC  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





# TREE CALCULATIONS:

## 1. SITE DENSITY FACTOR:

SITE AREA = 13.77  
- BLDG AREA = 0.859

TOTAL AREA = 12.91 ACERS

TOTAL UNITS REQUIRED = 12.91 ACER X 15 UNITS/ACER  
= 193.65 UNITS

## 2. EXISTING DENSITY FACTOR

NONE TO REMAIN

## 3. PROPOSED DENSITY FACTOR

217 - 4" TREES @ 0.9 UNITS/EA = 195.30 UNITS  
TOTAL UNITS REQUIRED = 193.65

### PLANTING SUMMARY

| QTY | SYM | BOTANICAL NAME     | COMMON NAME        | SIZE | SPACING | UNITS  |
|-----|-----|--------------------|--------------------|------|---------|--------|
| 30  | ⊙   | THUJA OCCIDENTALIS | AMERICAN PILLAR    | 4"   | 0.9     | 27     |
| 25  | ⊙   | ACER RUBRUM        | OCTOBER GLORY      | 4"   | 0.9     | 22.5   |
| 26  | ⊙   | QUERCUS PHELLOS    | WILLOW OAK         | 4"   | 0.9     | 23.4   |
| 33  | ⊙   | ZELCOVA SERRATA    | GREEN VASE         | 4"   | 0.9     | 29.7   |
| 22  | ⊙   | CARPINUS BETULUS   | EUROPEAN HORNBREAM | 4"   | 0.9     | 19.8   |
| 30  | ⊙   | ACER SACCHARUM     | SUGAR MAPLE        | 4"   | 0.9     | 27     |
| 14  | ⊙   | GINKGO BILOBA      | GINKGO             | 4"   | 0.9     | 12.6   |
| 20  | ⊙   | ACER FREEMANII     | AUTUMN PLAZE       | 4"   | 0.9     | 18     |
| 17  | ⊙   | ULMUS PARVIFOLIA   | LACEBARK ELM       | 4"   | 0.9     | 15.3   |
| 217 |     | TOTAL TREES        |                    |      |         | 195.30 |

TOTAL UNITS EXISTING & PROPOSED = 195.30

### FRONTAGE TREES

#### HF REED INDUSTRIAL PKWY

TOTAL FRONTAGE =

ONE TREE PER 40 FEET REQUIRED 1781 / 40 = 44.52 TREES & SHRUB  
0 EXISTING FRONTAGE TREES REMAIN  
46 TREES TO BE PLANTED  
60 SHRUB

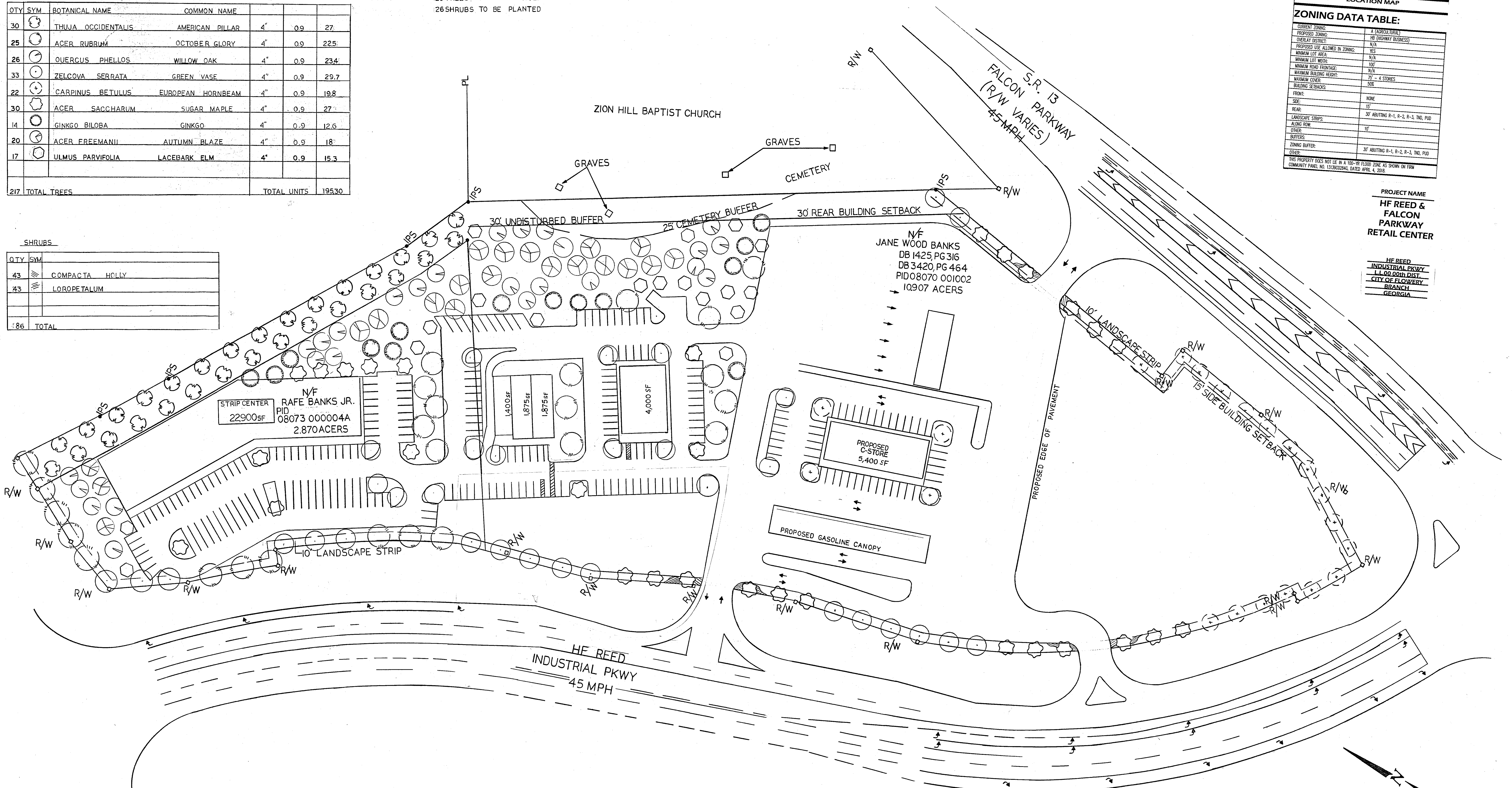
#### FALCON PARKWAY

FRONTAGE =

ONE TREE PER 40 FEET REQUIRED 772 / 40 = 19.3 TREES & SHRUBS  
0 EXISTING FRONTAGE TREES REMAIN  
20 TREES TO BE PLANTED  
26 SHRUBS TO BE PLANTED

### SHRUBS

| QTY | SYM | BOTANICAL NAME | COMMON NAME |
|-----|-----|----------------|-------------|
| 43  | ⊙   | COMPACTA HOLLY |             |
| 43  | ⊙   | LOROPETALUM    |             |
| 86  |     | TOTAL          |             |



### ZONING DATA TABLE:

|                                |                                      |
|--------------------------------|--------------------------------------|
| CURRENT ZONING                 | A (AGRICULTURE)                      |
| PROPOSED ZONING                | NE (NEIGHBORHOOD BUSINESS)           |
| OVERLAY DISTRICT               | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING | YES                                  |
| MINIMUM LOT AREA               | N/A                                  |
| MINIMUM LOT WIDTH              | 100'                                 |
| MINIMUM ROAD FRONTAGE          | N/A                                  |
| MINIMUM BUILDING HEIGHT        | 7' - 4' STOREYS                      |
| MINIMUM COVER                  | 50%                                  |
| BUILDING SETBACKS              |                                      |
| FRONT                          | 15'                                  |
| SIDE                           | NONE                                 |
| REAR                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS               |                                      |
| ALONG ROAD                     | 15'                                  |
| OTHER                          | 15'                                  |
| BUFFERS                        |                                      |
| ZONING BUFFER                  | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OVER                           |                                      |

PROJECT NAME  
HF REED & FALCON PARKWAY RETAIL CENTER

HF REED INDUSTRIAL PKWY  
LL 00.00th DIST.  
CITY OF FLOWERY BRANCH  
GEORGIA

DeepRoots  
Landscaping LLC  
GAINESVILLE, GA

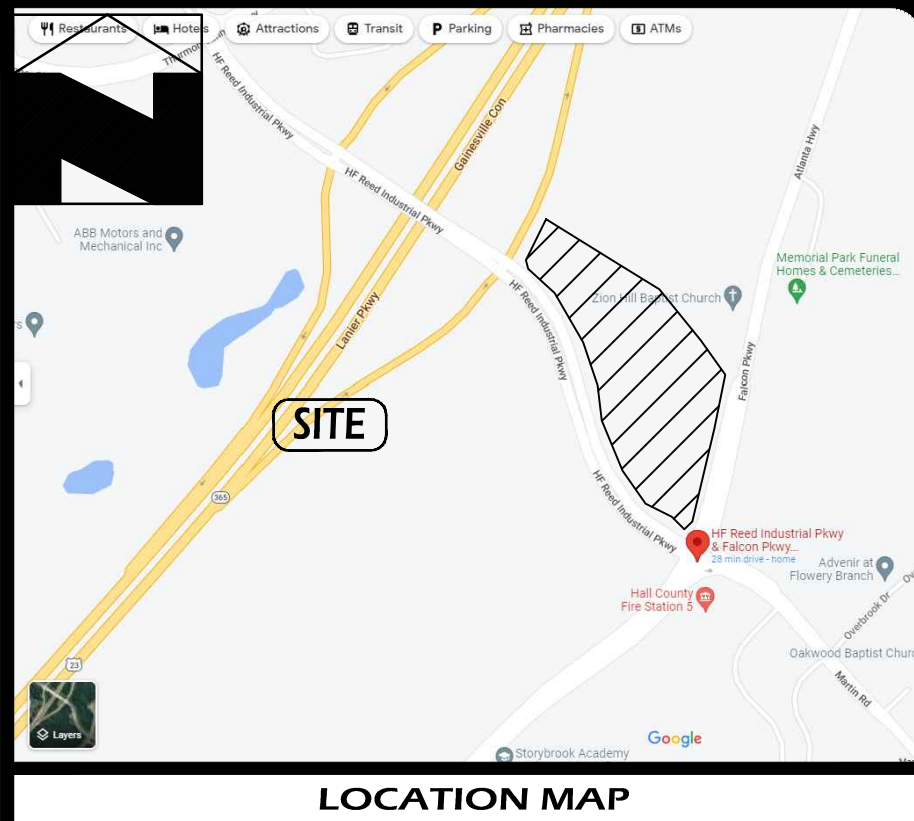
5903 Dahlonega Highway, Clermont, GA 30527  
OFFICE: 678-928-9228 | FAX: 678-928-9228  
customers@deeprootsga.com  
www.deeprootsga.com

GRAPHIC SCALE  
0 25 50 75 100



| LINE TABLE |             |          |
|------------|-------------|----------|
| CALL       | BEARING     | DISTANCE |
| L1         | N28°21'37"E | 44.76'   |
| L2         | S54°30'40"E | 111.34'  |
| L3         | S56°47'33"E | 96.39'   |
| L4         | S56°59'41"E | 333.02'  |
| L5         | S64°11'15"E | 92.58'   |
| L6         | S29°34'04"E | 573.21'  |
| L7         | S11°10'46"W | 357.33'  |
| L8         | S78°49'15"E | 40.00'   |
| L9         | S11°10'46"W | 124.31'  |
| L10        | S13°20'57"W | 85.17'   |
| L11        | N79°00'37"W | 6.66'    |
| L12        | S34°16'09"E | 138.00'  |
| L13        | N35°33'09"E | 9.94'    |
| L14        | N09°46'26"W | 157.02'  |
| L15        | N17°01'26"W | 99.94'   |
| L16        | N24°38'02"W | 151.32'  |
| L17        | N13°11'41"W | 133.68'  |
| L18        | N58°29'43"E | 378.27'  |
| L19        | N64°12'54"W | 70.29'   |
| L20        | N57°32'05"W | 422.53'  |
| L21        | N55°58'31"W | 113.67'  |
| L22        | N13°04'43"W | 32.15'   |
| L23        | S54°18'56"W | 20.02'   |
| L24        | N32°31'29"W | 97.35'   |
| L25        | N22°38'22"E | 74.47'   |
| L26        | N31°01'04"E | 76.50'   |

| CURVE TABLE |             |          |          |
|-------------|-------------|----------|----------|
| CALL        | BEARING     | DISTANCE | RADIUS   |
| C1          | N57°15'11"W | 90.62'   | 835.96'  |
| C2          | N35°20'30"W | 465.76'  | 473.78'  |
| C3          | N29°52'06"W | 226.68'  | 1055.35' |
| C4          | N38°55'58"W | 111.31'  | 1037.81' |



#### ZONING DATA TABLE:

|                                                                                                                          |                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CURRENT ZONING:                                                                                                          | A (AGRICULTURAL)                     |
| PROPOSED ZONING:                                                                                                         | HB (HIGHWAY BUSINESS)                |
| OVERLAY DISTRICT:                                                                                                        | N/A                                  |
| PROPOSED USE ALLOWED IN ZONING:                                                                                          | YES                                  |
| MINIMUM LOT AREA:                                                                                                        | N/A                                  |
| MINIMUM LOT WIDTH:                                                                                                       | 100'                                 |
| MINIMUM ROAD FRONTAGE:                                                                                                   | N/A                                  |
| MAXIMUM BUILDING HEIGHT:                                                                                                 | 75' - 4 STORIES                      |
| MAXIMUM COVER:                                                                                                           | 50%                                  |
| BUILDING SETBACKS:                                                                                                       |                                      |
| FRONT:                                                                                                                   | NONE                                 |
| SIDE:                                                                                                                    | 15'                                  |
| REAR:                                                                                                                    | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| LANDSCAPE STRIPS:                                                                                                        |                                      |
| ALONG ROW:                                                                                                               | 10'                                  |
| OTHER:                                                                                                                   |                                      |
| BUFFERS:                                                                                                                 |                                      |
| ZONING BUFFER:                                                                                                           | 30' ABUTTING R-1, R-2, R-3, TND, PUD |
| OTHER:                                                                                                                   |                                      |
| THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13139C0284G, DATED APRIL 4, 2018. |                                      |

**Evans Design Group, Inc.**  
Civil Engineering /  
Site Planning /  
Land Development Services  
4755 Summer Song Court  
Buford, GA 30519  
(Ph) 678.207.6830  
jevans@evansdg.com

**REGISTERED**  
NO. 26681  
PROFESSIONAL  
ENGINEER  
JON M. EVANS  
GSWCC LEVEL II CERT. # 10877

#### PROJECT NAME

**HF REED & FALCON PARKWAY RETAIL CENTER**

**HF REED INDUSTRIAL PKWY I.I.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA**

DATE:  
**8-23-22**

DESIGN BY: JME  
DRAWN BY: JME  
CHECKED BY: JME

☒ Not Released For Construction  
☐ Released For Construction

OWNER/DEVELOPER

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#### REVISIONS

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JOB NUMBER:  
**22-046**

SHEET TITLE  
**SITE PLAN**  
**C-4**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Know what's below.  
Call before you dig.

#### UTILITY DISCLAIMER:

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

#### OWNER/DEVELOPER:

NAME  
ADDRESS

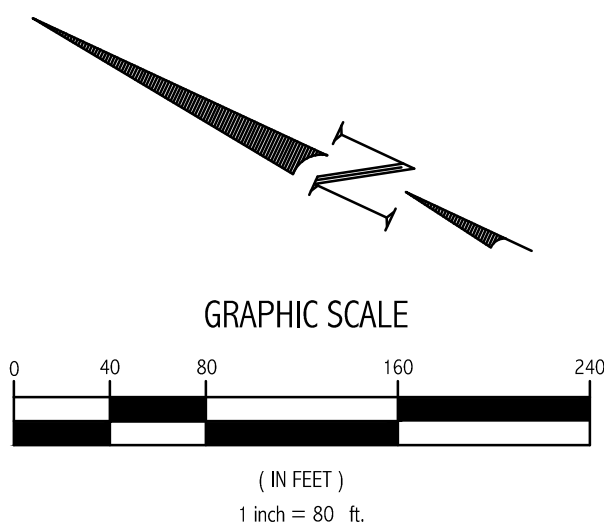
PHONE  
EMAIL

#### 24-HR CONTACT:

NAME  
PHONE  
EMAIL

#### ENGINEER:

EVANS DESIGN GROUP, INC.  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





**ORDINANCE 684**

**AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS OF ARTICLE 10, SECTION 10.9.(F) OF THE FLOWERY BRANCH ZONING ORDINANCE TO 0 FALCON PARKWAY, TAX PARCEL IDENTIFICATION NO. 08070 001002, OWNED BY BANKS PROPERTY MANAGEMENT, LLC, THE MCCRARY FAMILY PARTNERSHIP, L.P., AND BURWELL INVESTMENTS, L.P., AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY ALLOWING FUEL PUMPS TO BE LOCATED IN FRONT OF THE PRIMARY STRUCTURE; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, VM&R LLC. has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 0 Falcon Parkway; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on January 5, 2023, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of VM&R in conjunction with the standards set forth in Article 37, Section 37.5 of the Zoning Ordinance.

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

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 10, Section 10.9.(f) 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

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

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;



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

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 10, Section 10.9.(f):

1. Fuel pumps shall be allowed to be placed in front of the primary structure

Conditions set forth in Exhibit "C" are imposed on said property. 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.

Public Hearing Published 12/07/2022  
Public Hearing 01/05/2023

First Reading 01/05/2023  
Adopted 01/19/2023

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 5. REPEALER.

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

Adopted this 19<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

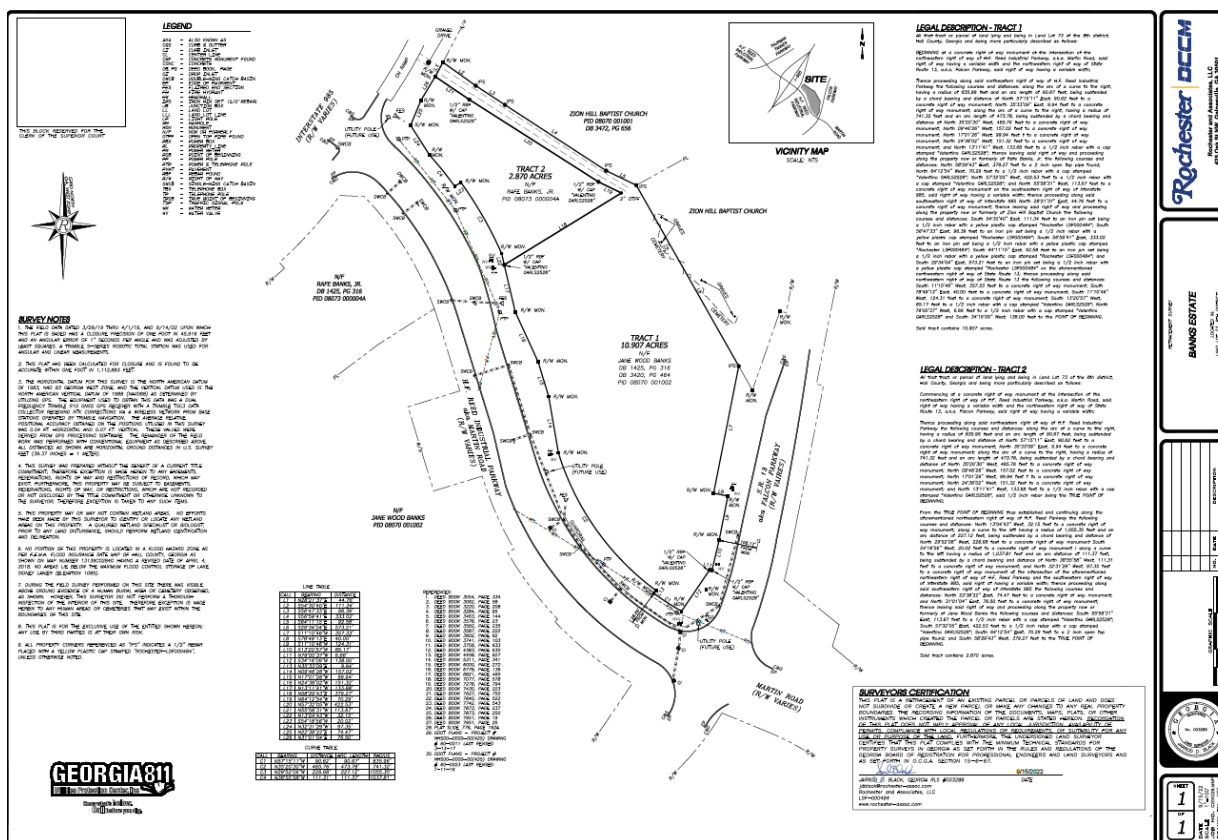




Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

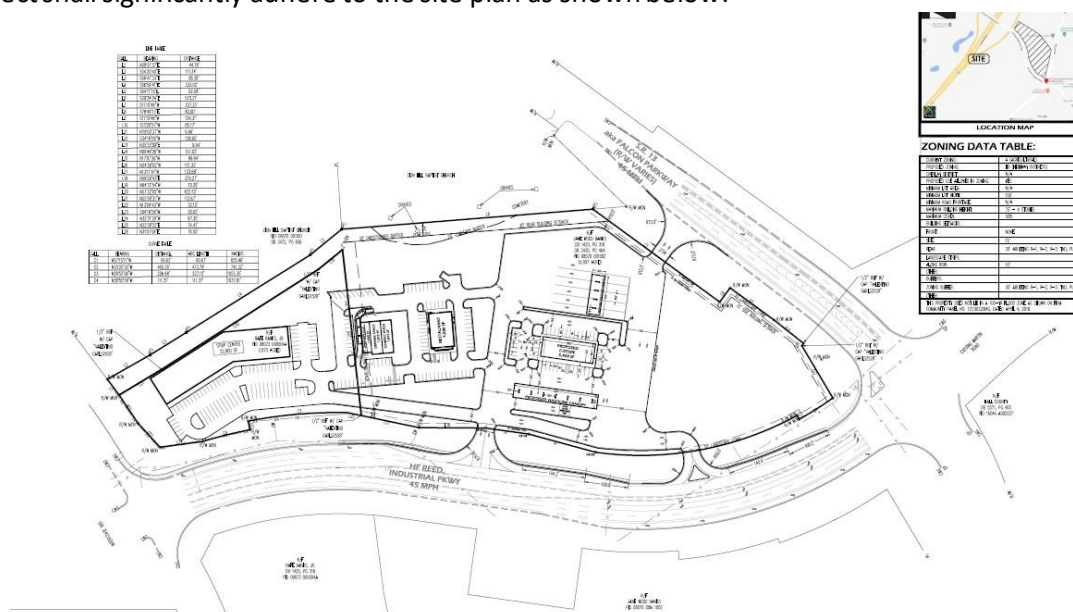
BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

## Exhibit "C"

Project shall significantly adhere to the site plan as shown below:



Public Hearing Published 12/07/2022  
Public Hearing 01/05/2023

First Reading 01/05/2023  
Adopted 01/19/2023

## **ORDINANCE 685**

**AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS OF ARTICLE 10, SECTION 10.9.(F) OF THE FLOWERY BRANCH ZONING ORDINANCE TO 0 FALCON PARKWAY, TAX PARCEL IDENTIFICATION NO. 08073 000004A,, OWNED BY BANKS PROPERTY MANAGEMENT, LLC, THE MCCRARY FAMILY PARTNERSHIP, L.P., AND BURWELL INVESTMENTS,L.P., AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY ALLOWING FUEL PUMPS TO BE LOCATED IN FRONT OF THE PRIMARY STRUCTURE; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, VM&R LLC. has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 0 Falcon Parkway; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on January 5, 2023, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of VM&R in conjunction with the standards set forth in Article 37, Section 37.5 of the Zoning Ordinance.

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

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

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;



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

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Conditions set forth in Exhibit "C" are imposed on said property. 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.

Public Hearing Published 12/07/2022  
Public Hearing 01/05/2023

First Reading 01/05/2023  
Adopted 01/19/2023

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 5. REPEALER.

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

Adopted this 19<sup>th</sup> day of January 2023.

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Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

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E. Ronald Bennett, Jr., City Attorney

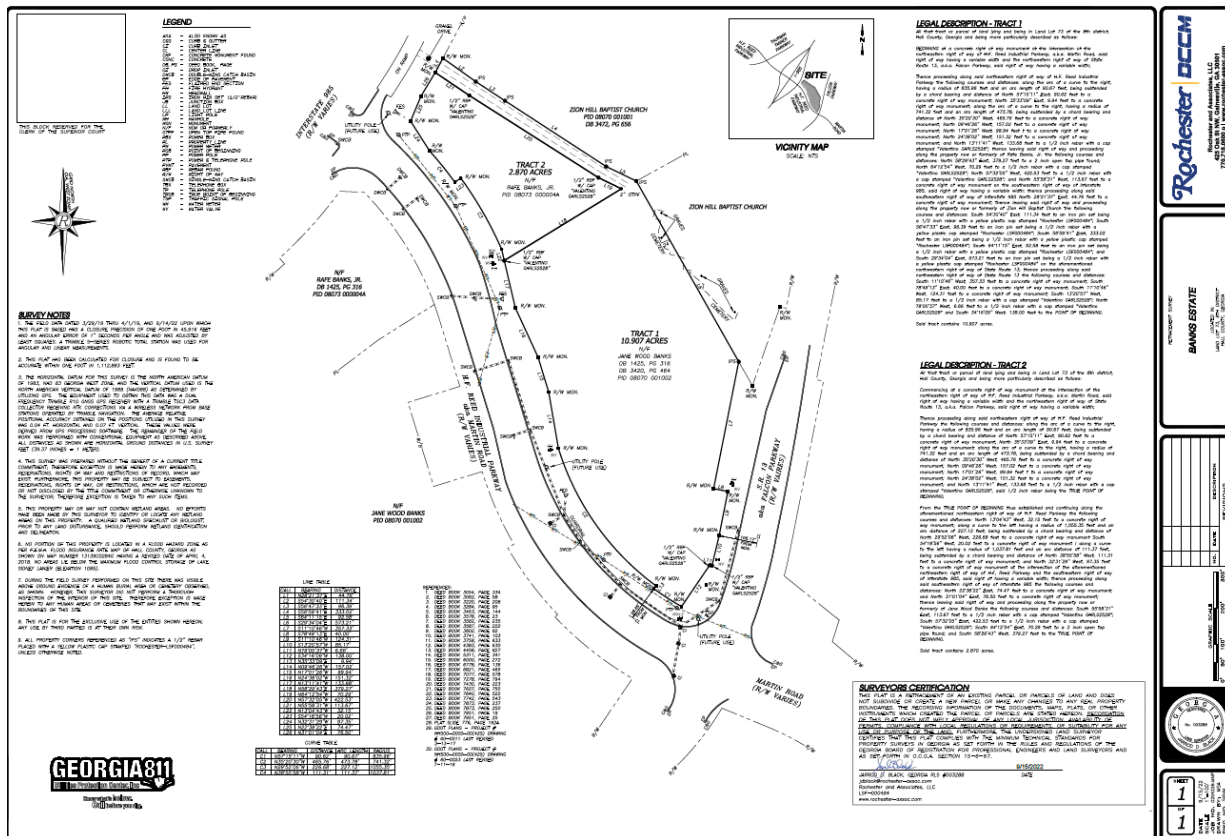




Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

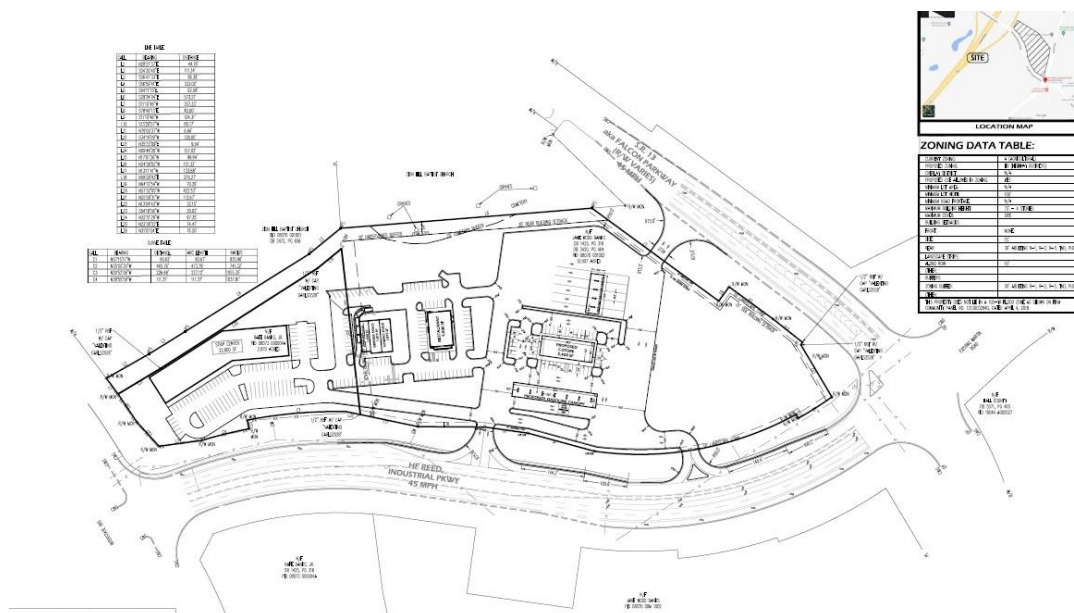
Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528", said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.

## Exhibit "C"

Project shall significantly adhere to the site plan as shown below:





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider the Second Reading of Ordinance 688 - Publishing of 2023 General Election Qualifying Fees

**COUNCIL MEETING DATE:** January 19, 2023

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#### **HISTORY:**

##### **HISTORY:**

In the past O.C.G.A. set qualifying dates for the 3rd Monday in August. Resolution 07-001 approved on January 17, 2007 set the qualifying fee for each municipal office for a General Election and states the fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year, which shall increase from \$144.00 to \$216.00 per Council Member seat.

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#### **FACTS AND ISSUES:**

O.C.G.A. 21-2-131 (a)(1)(A) requires fixing and publishing of the qualifying fees prior to February 1 of an election year. Seats up for election and qualifying fee for each:

- Post #1 \$216.00
- Post #2 \$216.00

Qualifying is proposed to begin the 3rd Monday in August per O.C.G.A. 21-2-132 (3)(A).

Qualifying dates are proposed for Monday, August 21, 2023 at 8:30 am through Wednesday August 23, 2023 at 4:30 pm.

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#### **OPTIONS:**

Approval

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

No

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#### **AMOUNT AND SOURCE OF FUNDS:**

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#### **RECOMMENDATION:**

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#### **SAMPLE MOTION:**

I make a motion to approve the Second Reading of Ordinance 688 as presented.

---

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#### **COLLABORATING DEPARTMENT:**



---

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**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

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**ATTACHMENTS**

- [Executive Summary - Ordinance 688 - Second Reading.pdf](#)
- [Ordinance 688 - 2023 Call for Election.pdf](#)

## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY

**SUBJECT:** 2023 Fixing and Publishing of General Election-Ordinance 688

**DATE:** January 19, 2023

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

**BUDGET INFORMATION:**

☐ **STATUS REPORT**

**ANNUAL-**

☐ **OTHER**

**CAPITAL-**

**COUNCIL ACTION REQUESTED ON:** January 19, 2023

---

Second Reading of Ordinance 688-To provide for the 2023 municipal election for the City of Flowery Branch for the following posts, Post 1 and Post 2, to set qualifying dates and to set the fee for said qualifying.

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#### **HISTORY:**

In the past O.C.G.A. set qualifying dates for the 3<sup>rd</sup> Monday in August. Resolution 07-001 approved on January 17, 2007 set the qualifying fee for each municipal office for a General Election and states the fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year, which shall increase from \$144.00 to \$216.00 per Council Member seat.

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O.C.G.A. 21-2-131 (a)(1)(A) requires fixing and publishing of the qualifying fees prior to February 1 of an election year.

Seats up for election and qualifying fee for each:

- Post #1 \$216.00
- Post #2 \$216.00

Qualifying is proposed to begin the 3<sup>rd</sup> Monday in August per O.C.G.A. 21-2-132 (3)(A).

Qualifying dates are proposed for Monday, August 21, 2023 at 8:30 am through Wednesday August 23, 2023 at 4:30 pm.

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**OPTIONS:** Approval

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#### **RECOMMENDED SAMPLE MOTION:**

I make a motion to approve the Second Reading of Ordinance 688 as presented.

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**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

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|                 |                  |
|-----------------|------------------|
| First Reading:  | January 17, 2023 |
| Second Reading: | January 19, 2023 |
| Passed:         | January 19, 2023 |

### **ORDINANCE NO. 688**

**AN ORDINANCE TO PROVIDE FOR THE GENERAL ELECTION FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR 2023; ESTABLISH AND SET THE DATE AND TIME OF THE GENERAL ELECTION FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR 2023 FOR COUNCIL MEMBERS POST 1 AND POST 2; PROVIDE A QUALIFYING PERIOD FOR SAID POSITIONS; PROVIDE FOR THE QUALIFYING FEES FOR SAID POSITIONS; PROVIDE FOR A QUALIFYING PROCEDURE; APPOINT ELECTION OFFICIALS; PROVIDE FOR THE OPENING AND CLOSING OF REGISTRATION FOR SAID GENERAL ELECTION; REPEAL CONFLICTING ORDINANCES; PROVIDE FOR SEVERABILITY AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the City Council of the City of Flowery Branch, Georgia is authorized by Article IX, Section II, Paragraph II of the Constitution of the State of Georgia of 1983, and pursuant to O.C.G.A. Section 21-2-1 et seq., to enact ordinances for the holding of elections and special elections of public officials of the municipality; and

**WHEREAS**, the terms for the positions of Council Members Post 1 and Post 2, shall expire on December 31, 2023; and

**WHEREAS**, the City of Flowery Branch, Georgia desires to conduct a general election to fill these positions, openly and fairly for all duly qualified and registered electors of the City of Flowery Branch, Georgia;

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

#### **Section 1. General Election.**

The City of Flowery Branch, Georgia will conduct a general election on Tuesday, November 7, 2023 from 7:00 a.m. to 7:00 p.m. with the place of said election being in the City Hall located at 5410 W. Pine Street, Flowery Branch, Georgia for the positions as indicated in Section 2 of this Ordinance.

#### **Section 2. Positions Open for Election and Terms Thereof.**

The general election to be held on the date established by Section 1 of this Ordinance is for filling the following positions:

- a) The position of Council Member Post 1 which will be elected at large for a four-year term beginning on January 1, 2024 through December 31, 2027.
- b) The position of Council Member Post 2 which will be elected at large for a four-year term beginning on January 1, 2024 through December 31, 2027.

### **Section 3. Qualifying Period.**

The qualifying period for the election set by Section 1 of this Ordinance to qualify for the positions described in Section 2 of this Ordinance shall be open on Monday August 21, 2023 and will continue day-to-day through Wednesday August 23, 2023. The hours of qualifying each day shall be during the regular business hours of the City of Flowery Branch, Georgia except Monday August 21, 2023 qualifying will begin at 8:30 a.m. as per O.C.G.A. Section 21-2-132. The place of qualifying shall be the office of the City Clerk of the City of Flowery Branch, Georgia, being the office of the Election Superintendent, and being located at City Hall, 5410 W. Pine Street, Flowery Branch, Georgia.

### **Section 4. Qualifying Fee.**

(a) The qualifying fee for each Council Member position, which are open for election as provided by Section 2 of the Ordinance, shall be \$216.00. Such fee shall be paid to the Election Superintendent at the time a candidate files the candidate's notice of candidacy.

(b) A pauper's affidavit may be filed in lieu of paying the qualifying fee otherwise required by Section 4(a) of this Ordinance. A candidate filing a pauper's affidavit instead of paying a qualifying fee shall under oath affirm the candidate's poverty and the candidate's resulting inability to pay the qualifying fee otherwise required. The form of the affidavit shall be as prescribed by the Georgia Secretary of State and shall include a financial statement which lists the total income, assets, liabilities and other relevant financial information of the candidate.

The affidavit shall contain an oath that such candidate has neither the assets nor the income to pay the qualifying fee otherwise required. The following warning shall be printed on the affidavit form as prepared by the Georgia Secretary of State, to wit: "WARNING: Any person knowingly making any false statement on this affidavit commits the offense of false swearing and shall be guilty of a felony."

The Election Superintendent shall place on the ballot the name of any candidate who subscribes and swears to an oath that such candidate has neither the assets nor the income to pay the qualifying fee otherwise required.

### **Section 5. Qualifying Affidavit and Financial Disclosure Statement.**

- (a) Each candidate qualifying for the positions described in Section 2 of this Ordinance shall accompany the candidate's notice with an affidavit stating:
  - (1) The candidate's residence, with street and number, if any, and the candidate's post office address;
  - (2) The candidate's profession, business or occupation, if any;
  - (3) The name of post or office sought for election and precinct, if applicable;
  - (4) That the candidate is an elector of the municipality of the candidate's residence and is eligible to vote in the election in which the candidate is running for office;



- (5) The name of the position that the candidate is seeking;
- (6) That the candidate is eligible to hold such position;
- (7) That the candidate has never been convicted and sentenced in any court of competent jurisdiction for fraudulent violation of primary or election laws, malfeasance in office or a felony involving moral turpitude under the laws of this state or any other state or of the United States, of that the candidate's civil rights have been restored and that at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude; and
- (8) That the candidate will not knowingly violate any provisions of the "Georgia Municipal Election Code" or any rules and regulations adopted under the "Georgia Municipal Election Code."

(b) Each person qualifying as a candidate will file a financial disclosure statement prescribed by the laws of the State of Georgia in the form as prescribed therein, no later than the fifteenth (15<sup>th</sup>) day following the qualifying with the Election Superintendent of the City of Flowery Branch, Georgia.

#### **Section 6. Write-In Candidates.**

(a) In this general election, no person elected on a write-in vote shall be eligible to hold office unless notice of the person's intention of candidacy was given twenty (20) or more days prior to the election by the person to be a write-in candidate or by some other person or group of persons qualified to vote in the election, to the Mayor or the Election Superintendent and by publication in the official newspaper of the City of Flowery Branch, Georgia, said publication currently being "The Times."

(b) In addition to the requirements contained in Section 6(a) of this Ordinance, the person or persons giving notice of intention of candidacy for a write-in candidate shall also file with the Mayor or the Election Superintendent, a copy of the notice as published with an affidavit stating that the notice has been published, with the name of the newspaper and the date of publication, not later than the fifth (5<sup>th</sup>) day after the deadline for filing and publishing of such notice. The affidavit may be made by the person giving notice or intention of candidacy or by the publisher of the newspaper in which the notice was published or by an employee of the newspaper designated by the publisher.

#### **Section 7. Election Appointments.**

(a) The following persons are hereby appointed to act as election officials for the November 7, 2023. General Election:

|                         |                       |
|-------------------------|-----------------------|
| Election Superintendent | Shelia Cooper         |
| Chief Registrar         | To be announced       |
| Absentee Ballot Clerks  | Hall County Elections |
| Poll Manager            | Hall County Elections |

Poll Worker  
Poll Worker

Hall County Elections  
Hall County Elections

(b) The office of the City Clerk of the City of Flowery Branch, Georgia is hereby declared to be the office of the Election Superintendent for candidates qualifying for the offices open for election as provided by Section 3 of this Ordinance.

**Section 8. Last Day for Voter Registration.**

The last day that an elector/voter may register to vote in the 2023 General Election shall be Monday, October 9, 2023, by 5:00 p.m. at the Hall County Board of Elections and Registration located at 2875 Browns Bridge Road, Gainesville, Georgia, unless said date is a Georgia legal holiday, and then the last day for voter/elector registration shall be the next day by 5:00 p.m.

**Section 9. Repealer.**

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

**Section 10. 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.

Dated this 19<sup>th</sup> day of January 2023.

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Edward R. Asbridge, Mayor

ATTEST:

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Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

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E. Ronald Bennett, Jr., City Attorney



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Drug Enforcement Administration (DEA) Task Force Agreement

**COUNCIL MEETING DATE:** January 19, 2023

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#### **HISTORY:**

The Flowery Branch City Council approved a task force position in July 2022. The DEA Task Force is the organization the Chief of Police has chosen.

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#### **FACTS AND ISSUES:**

An agreement must be signed before they accept an officer from the Flowery Branch Police Department (FBPD) to participate in the DEA Task Force. This employee will remain an employee of the City of Flowery Branch and will receive all training an officer of FBPD would as well as any specialized training required by the DEA Task Force team (at their expense).

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#### **OPTIONS:**

Accept the agreement provided or provide another agreement with DEA approval.

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

Yes

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#### **AMOUNT AND SOURCE OF FUNDS:**

Cost of an officer and all associated equipment, General Fund

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#### **RECOMMENDATION:**

Accept the agreement between DEA Task Force and the City of Flowery Branch

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#### **SAMPLE MOTION:**

I make motion to accept the agreement provided by the DEA Task Force.

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#### **COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

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#### **ATTACHMENTS**

- [Executive Summary Template for Council.pdf](#)
- [2023 DEA Agreement.pdf](#)

**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**

**SUBJECT:** Drug Enforcement Administration (DEA) Task Force Agreement

**DATE:** January 19, 2023

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-** N/A

**( ) OTHER**

**CAPITAL-** N/A

**COUNCIL ACTION REQUESTED ON:** Accept the agreement between DEA Task Force and the City of Flowery Branch.

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**PURPOSE:** To provide both agencies each other's responsibilities and requirements.

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**HISTORY:** The Flowery Branch City Council approved a task force position in July 2022. The DEA Task Force is the organization the Chief of Police has chosen.

---

---

**FACTS AND ISSUES:**

An agreement must be signed before they accept an officer from the Flowery Branch Police Department (FBPD) to participate in the DEA Task Force. This employee will remain an employee of the City of Flowery Branch and will receive all training an officer of FBPD would as well as any specialized training required by the DEA Task Force team (at their expense).

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**OPTIONS:** Accept the agreement provided or provide another agreement with DEA approval.

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**RECOMMENDED SAMPLE MOTION:** I make motion to accept the agreement provided by the DEA Task Force.

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**DEPARTMENT:** Flowery Branch Police Department

**Prepared by:** Chief Christopher Hulsey

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**ATTACHMENTS:** CONTRACT WITH DEA

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Flowery Branch Department  
Program Funded STATE AND LOCAL TASK FORCE AGREEMENT  
"David G. Wilhelm" Memorial OCDETF Strike Force  
Atlanta Field Division Strike Force Group One

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Flowery Branch. The Flowery Branch Police Department's ORI# is GA0690300 (hereinafter "Flowery Branch PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the greater Atlanta, Georgia metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of greater Atlanta, Georgia metropolitan, the parties hereto agree to the following:

1. The OCDETF Strike Force Group One Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the greater Atlanta, Georgia metropolitan area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Georgia.
2. To accomplish the objectives of the OCDETF Strike Force Group One Task Force, the parent agency agrees to detail one (1) experienced officer to the OCDETF Strike Force Group One Task Force for a period of not less than two years. During this period of assignment, the parent agency officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force. The parent agency officer assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies

and procedures shall be grounds for dismissal from the task force. The parent agency assigned to the Task Force shall remain subject to parent agency policies and shall report to the parent agency regarding matters unrelated to this Agreement/Task Force. With regard to matters related to the Task Force, the parent agency officer assigned to the Task Force will be subject to Federal law and DEA orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws. The parent agency officer assigned to the Task Force will adhere to the parent agency policies where Task Force policies do not exist.

4. The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the OCDETF Strike Force Group One Task Force, DEA will assign eight (8) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the OCDETF Strike Force Group One Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses. "**
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination, and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until \_\_\_\_\_, \_\_\_\_\_. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

\_\_\_\_\_

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

For the City of Flowery Branch:

Mayor:

\_\_\_\_\_

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

Edward R. Asbridge

Attest:

\_\_\_\_\_

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

Shelia Cooper, City Clerk

Police Chief:

\_\_\_\_\_

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





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Variance Requests submitted by Jason Jackson: Ordinance 678 for 6005 Lights Ferry Road, Ordinance 679 for 6006 Lights Ferry Road, Ordinance 680 for 6010 Lights Ferry Road, Ordinance 681 for 6014 Lights Ferry Road, Ordinance 682 for 6016 Lights Ferry Road, and Ordinance 683 for 6018 Lights Ferry Road, Flowery Branch, GA.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

The six (6) subject properties are all zoned R-2 (Residential Detached Single Family):

Sec. 6.3. - R-2, Residential, Detached Single Family, Moderate-Density District.

(a)Purpose and Description. This zoning district is intended to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "suburban residential" character area established in the comprehensive plan.

(b)Character. The designs of subdivisions in this district include cul-de-sacs and curvilinear streets. Houses are set back a significant distance from the street. Streets are built to relatively wide standard when compared with traditional neighborhoods. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c)Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts." Land use in this district consists predominantly of detached, single-family dwellings on their own lots at a moderate density (no more than approximately three dwelling units per acre). Site-built dwellings only are permitted (no manufactured homes). Other uses that are compatible with a low-density, residential environment such as recreational, educational, and religious facilities, are permitted or conditional uses.

(d)Dimensional Requirements. Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as minimum building setbacks and maximum building coverage are intended to provide for yards surrounding each dwelling.

Applicant reviewed options on how to best develop these parcels while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid (shown below) that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted, but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.

Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.

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#### FACTS AND ISSUES:

Applicant requests the following variances from Table 6.2 of the FB zoning ordinance:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

The request is for the following addresses:

6005, 6006, 6010, 6014, 6016, and 6018 Lights Ferry Road

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**OPTIONS:**

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

No

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

Approve first read.

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**SAMPLE MOTION:**

I make a motion to approve the first read of variance 678.

I make a motion to approve the first read of variance 679.

I make a motion to approve the first read of variance 680

I make a motion to approve the first read of variance 681.

I make a motion to approve the first read of variance 682.

I make a motion to approve the first read of variance 683.

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**COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [Variance Staff Report .pdf](#)
- [Lights Ferry Ordinances 678-883.pdf](#)



**Variance Request(s)  
Staff Report  
December 15, 2022**

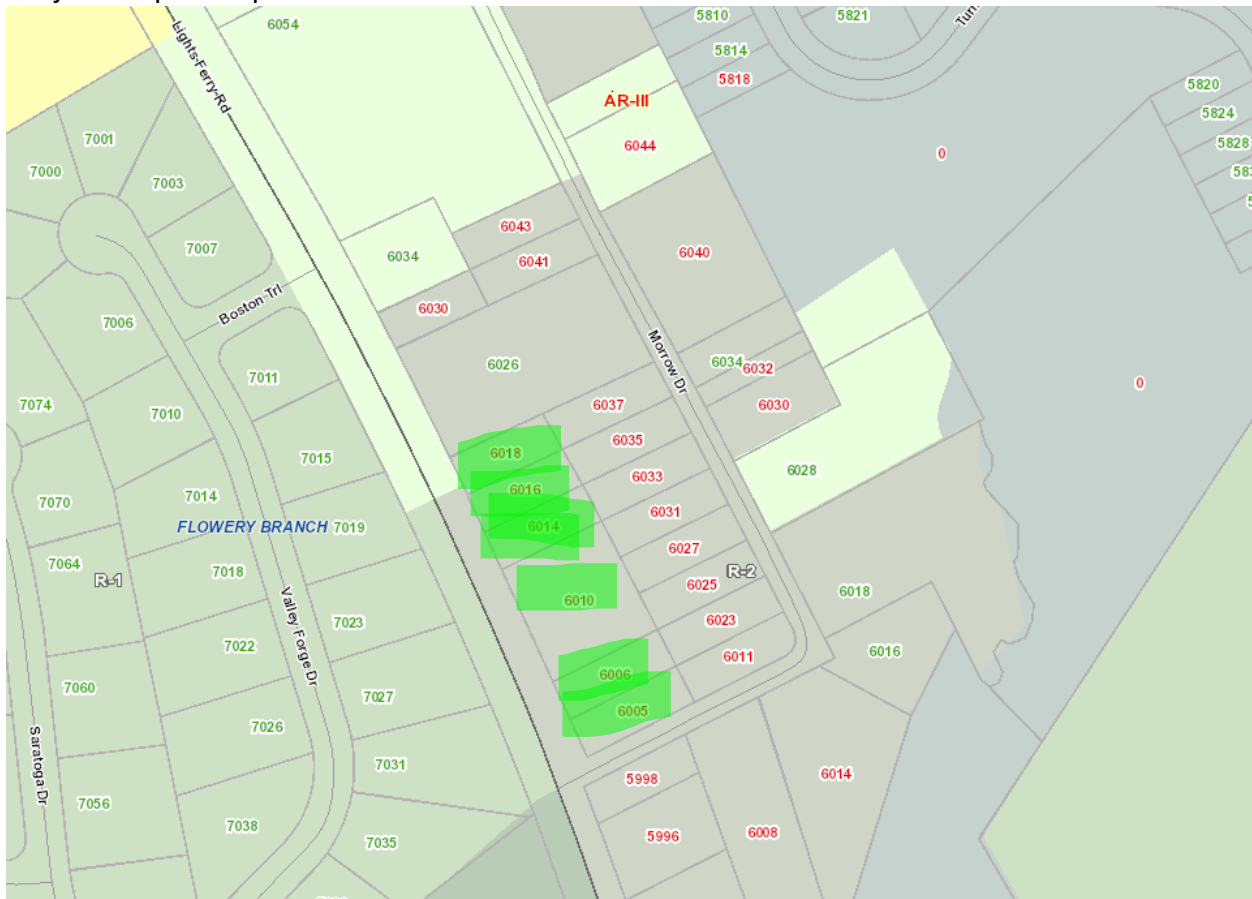
**Variance Ordinance #'s 678, 679, 680, 681, 682, & 683**

**Applicant:** Jason Jackson, Global Flooring and Building Material

**Request:** Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

**Subject Properties:** 6005, 6006, 6010, 6014, 6016, and 6018 Lights Ferry Road

Subject Properties per GIS:



The six (6) subject properties are all zoned R-2 (Residential Detached Single Family):

**Sec. 6.3. - R-2, Residential, Detached Single Family, Moderate-Density District.**



(a)*Purpose and Description.* This zoning district is intended to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "suburban residential" character area established in the comprehensive plan.

(b)*Character.* The designs of subdivisions in this district include cul-de-sacs and curvilinear streets. Houses are set back a significant distance from the street. Streets are built to relatively wide standard when compared with traditional neighborhoods. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c)*Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts." Land use in this district consists predominantly of detached, single-family dwellings on their own lots at a moderate density (no more than approximately three dwelling units per acre). Site-built dwellings only are permitted (no manufactured homes). Other uses that are compatible with a low-density, residential environment such as recreational, educational, and religious facilities, are permitted or conditional uses.

(d)*Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as minimum building setbacks and maximum building coverage are intended to provide for yards surrounding each dwelling.

Applicant reviewed options on how to best develop these parcels (and possibly more in the area) while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid (shown below) that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted, but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.

Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.





Table 6.2

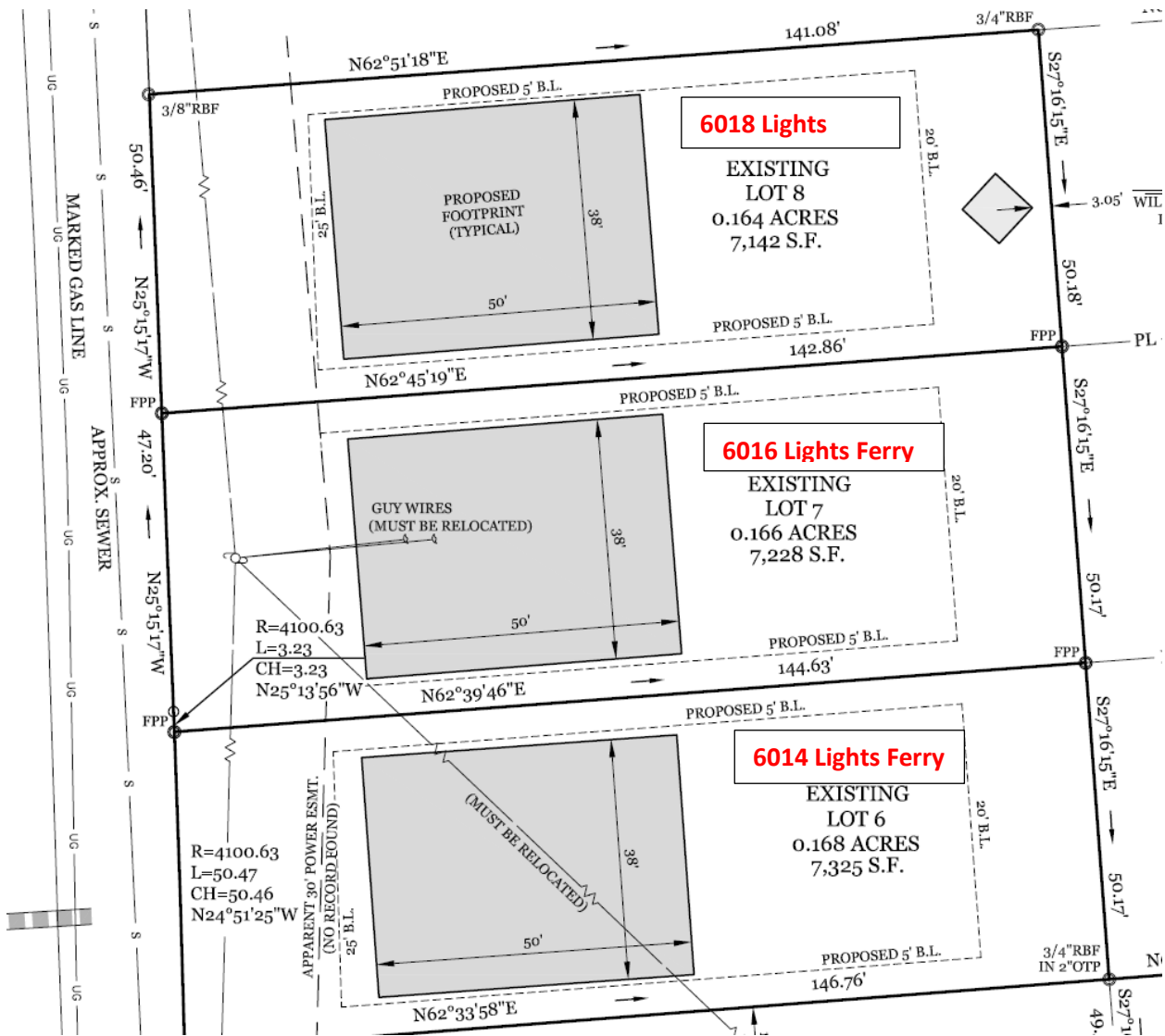
| Requirement (measurement unit)                                                                                                       | A                                  | R-1    | R-2    |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------|--------|
| Maximum height (feet)                                                                                                                | 75                                 | 35     | 35     |
| Maximum height (number of stories)                                                                                                   | 3                                  | 3      | 3      |
| Maximum density (units per acre)                                                                                                     | 0.333                              | 2.18   | 3      |
| Minimum lot size for detached single-family dwelling (square feet) (1)                                                               | 130,680                            | 20,000 | 15,000 |
| Minimum lot size for two-family dwelling (square feet) (1)                                                                           | N/A                                | N/A    | N/A    |
| Minimum lot size for other uses (square feet) (1)                                                                                    | 130,680                            | 43,560 | 15,000 |
| Minimum lot width (feet)                                                                                                             | 200                                | 90     | 75     |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,500                              | 2,200  | 1,800  |
| Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)                                                | 750                                | 1,100  | 900    |
| Minimum front yard setback from lot line, all principal buildings (feet)                                                             | 80                                 | 35     | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)                                                              | 25                                 | 20     | 10     |
| Minimum side setback, corner lot, all principal buildings (feet)                                                                     | 60                                 | 35     | 25     |
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25     | 20     |
| Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)                    | Side and rear setbacks shall apply | 50     | 50     |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | None                               | None   | None   |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15     | 10     |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A    | N/A    |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5                                  | 5      | 5      |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25     | 35     |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20     | 15     |

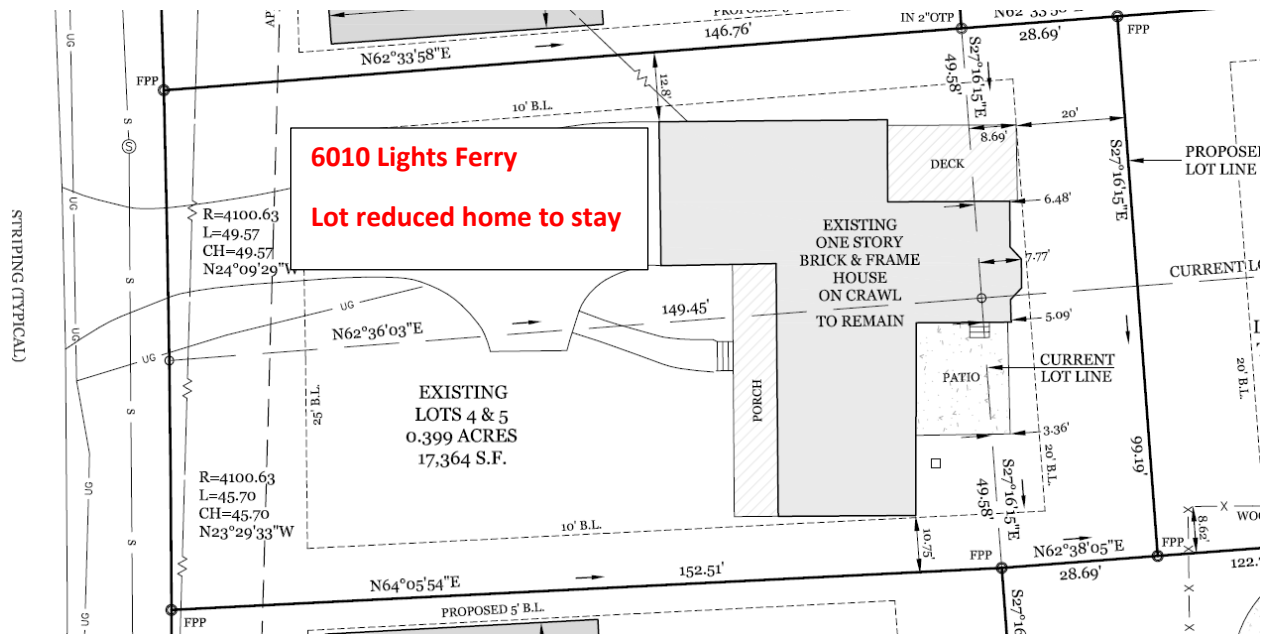
Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

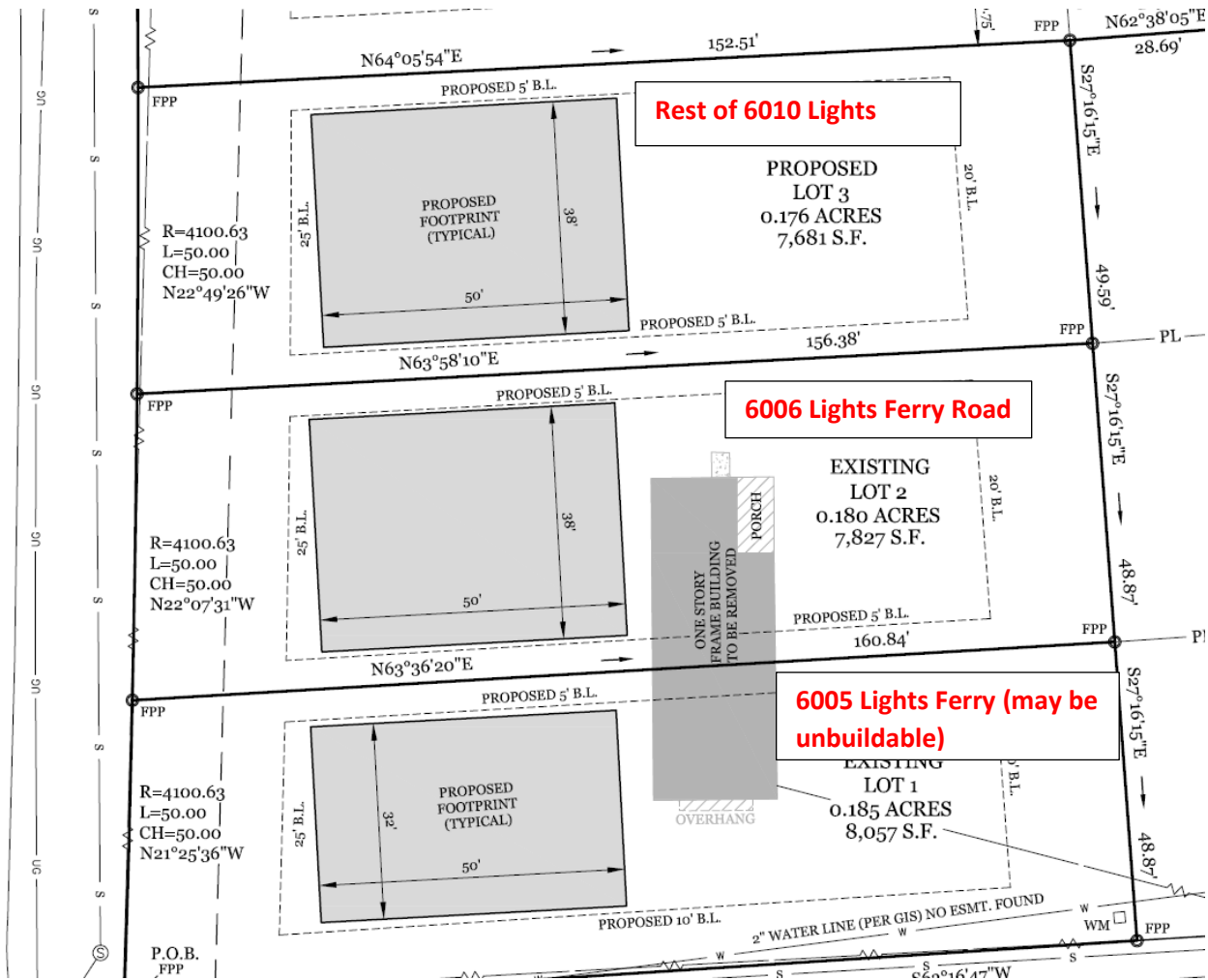
Applicant requests to construct 5 or 6 homes. 6005 Lights Ferry may not be buildable and the home at 6010 Lights Ferry will remain.







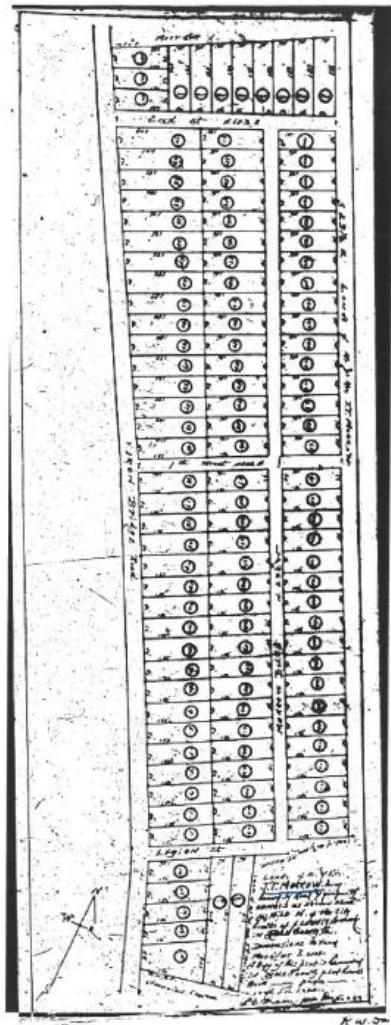






This is in line with the original recorded plat:

Morrow Subdivision  
Plat Book 10 page 154



put on Schedule



#### Sec. 37.5. Criteria for Granting Variances.

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

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district; **Legal non-conforming lots that cannot be built upon as currently required by Flowery Branch Zoning Ordinance.**
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located; **The lots cannot be built upon and meet the requirements of R-2 zoning.**
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends approval with the following conditions:

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.



3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto and shall meet all requirements of the zoning ordinance in terms of architectural standards





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 678**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6005 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6005 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

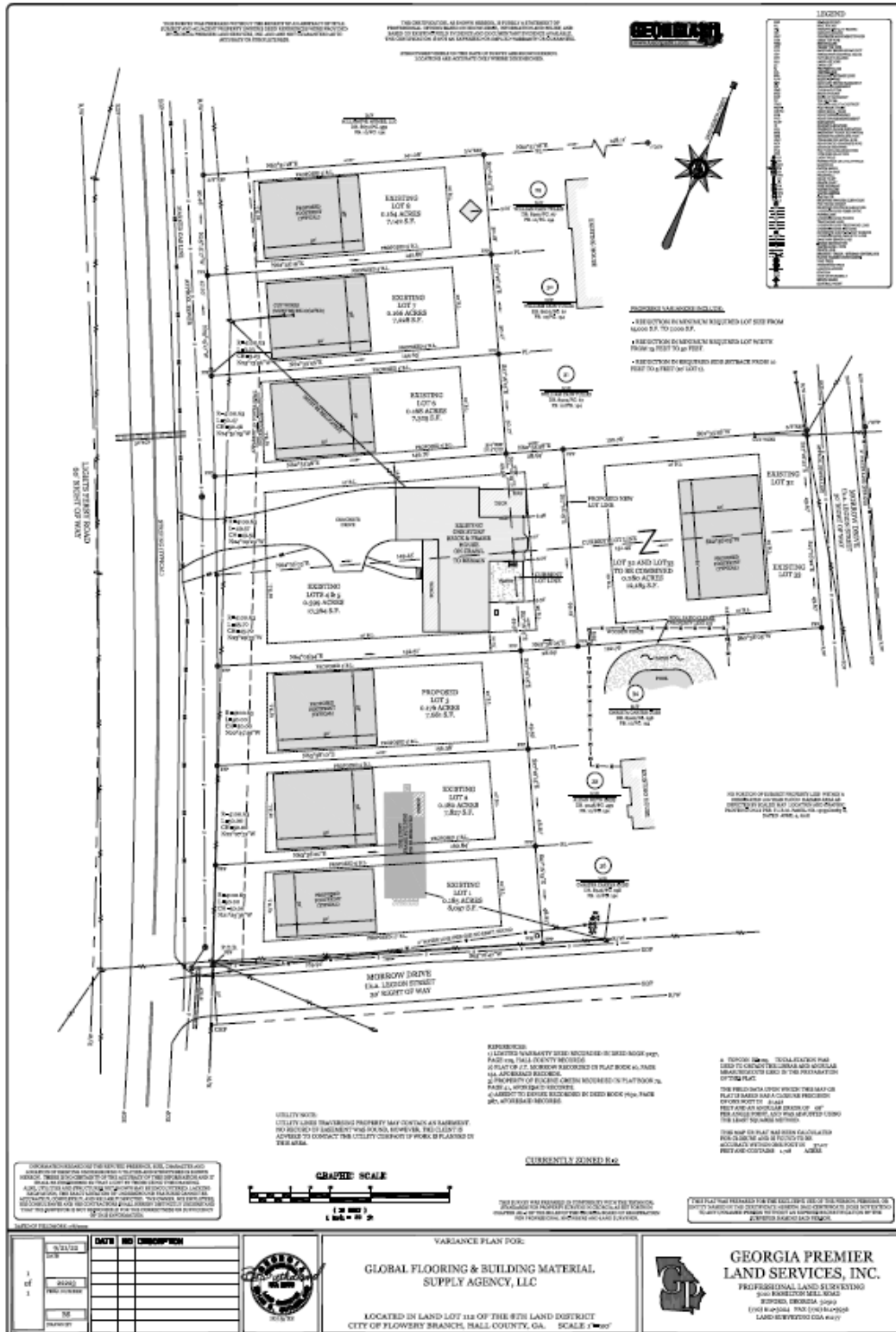
\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney



Exhibit "A"



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Existing Lot 1  
0.185 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way and traveling North 63 Degrees 36 Minutes 20 Seconds East for a distance of 160.84 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 48.87 feet to a point on the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way), said point marked by a ½ inch rebar pin set; THENCE on said right of way South 63 Degrees 16 Minutes 47 Seconds West for a distance of 165.92 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.185 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23





|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 679**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6006 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6006 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

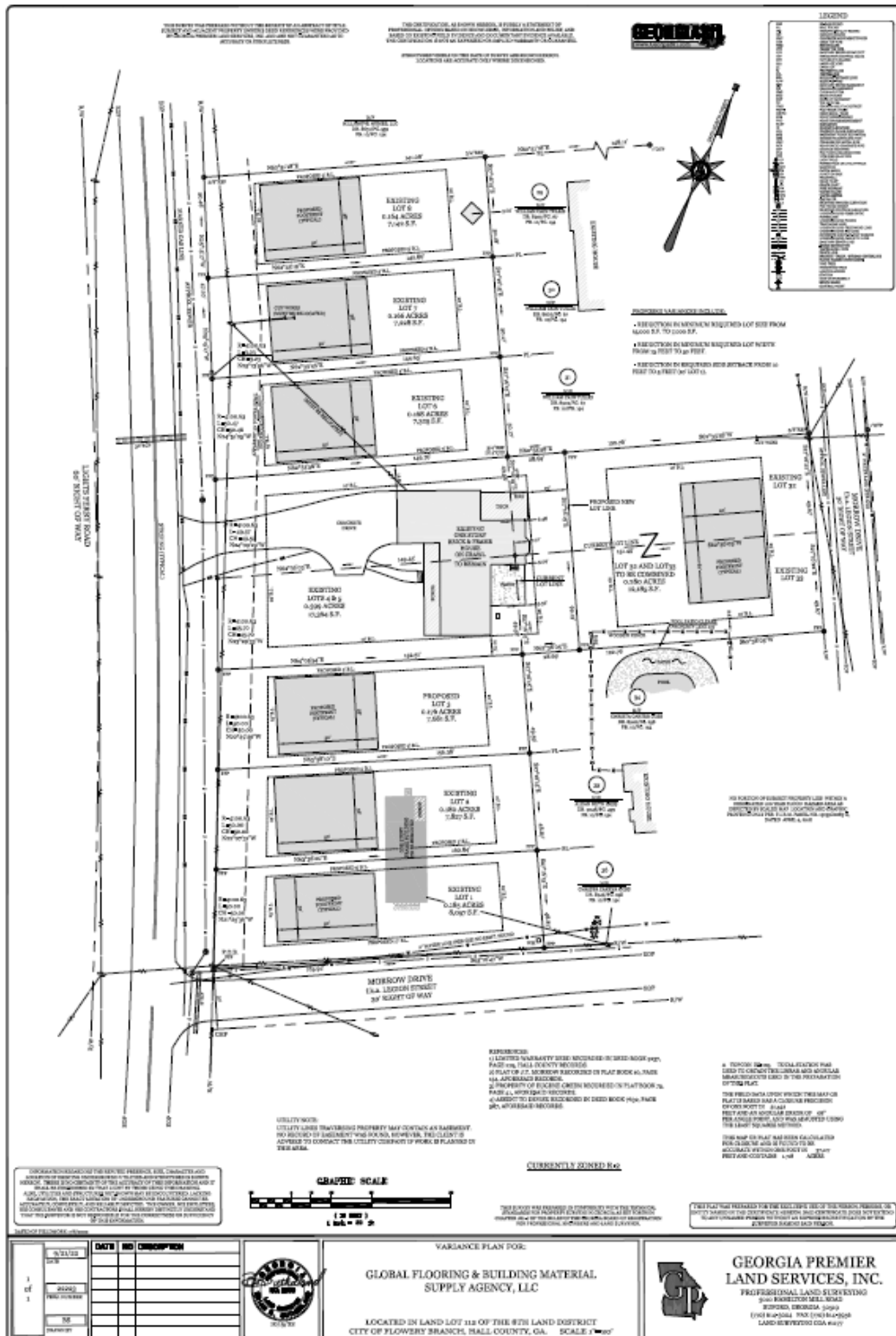
\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney



## Exhibit “A”



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Existing Lot 2  
0.180 Acres**

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

**To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.**

**THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way North 63 Degrees 58 Minutes 10 Seconds East for a distance of 156.38 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 48.87 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 63 Degrees 36 Minutes 20 Seconds West for a distance of 160.84 feet to a point on the northeast right of way of Lights Ferry Road, said point being THE TRUE POINT OF BEGINNING.**

**Said property contains 0.180 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.**

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23





|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

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|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 679**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6010 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6010 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

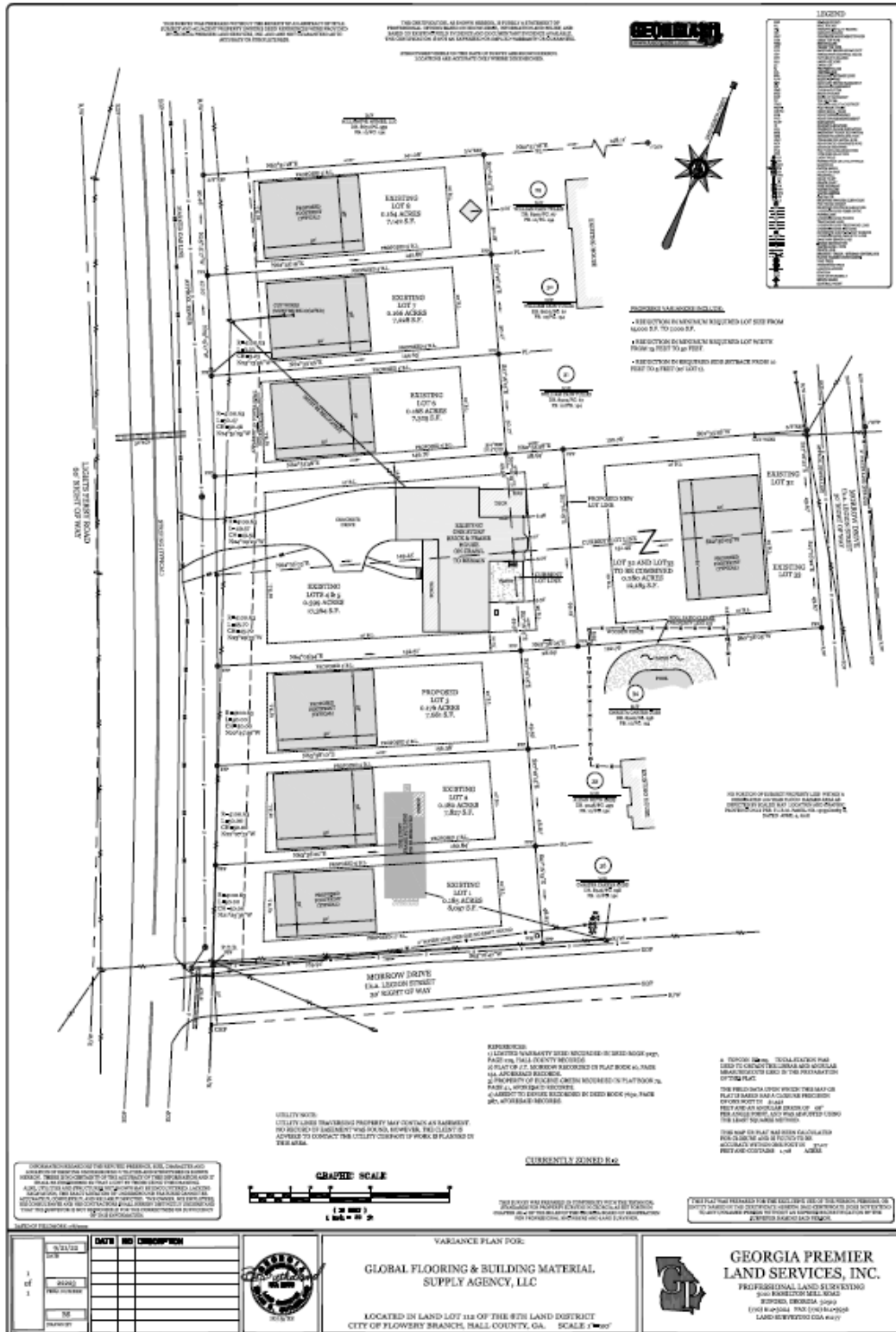
\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney



Exhibit "A"



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Proposed Lot 3  
0.176 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing on said right of way along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 49 Minutes 26 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way North 64 Degrees 05 Minutes 54 Seconds East for a distance of 152.51 feet to a point, said point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 49.59 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 63 Degrees 58 Minutes 10 Seconds West for a distance of 156.38 feet to a point on the northeast right of way of Lights Ferry Road, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.176 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Existing Lots 4 & 5  
0.399 Acres**

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

**To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing on said right of way along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 49 Minutes 26 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.**

**THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 45.70 feet being subtended by a chord bearing of North 23 Degrees 29 Minutes 33 Seconds West and a chord distance of 45.70 feet to a point; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 49.57 feet being subtended by a chord bearing of North 24 Degrees 09 Minutes 29 Seconds West and a chord distance of 49.57 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way North 62 Degrees 33 Minutes 58 Seconds East for a distance of 146.76 feet to a point, said point marked by a ¾ inch rebar found in a 2 inch open top pipe; THENCE North 62 Degrees 33 Minutes 58 Seconds East for a distance of 28.69 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 99.19 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 62 Degrees 38 Minutes 05 Seconds West for a distance of 28.69 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 64 Degrees 05 Minutes 54 Seconds West for a distance of 152.51 feet to a point on the northeast right of way of Lights Ferry Road, said point being THE TRUE POINT OF BEGINNING.**

**Said property contains 0.399 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.**

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 681**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6014 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6014 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

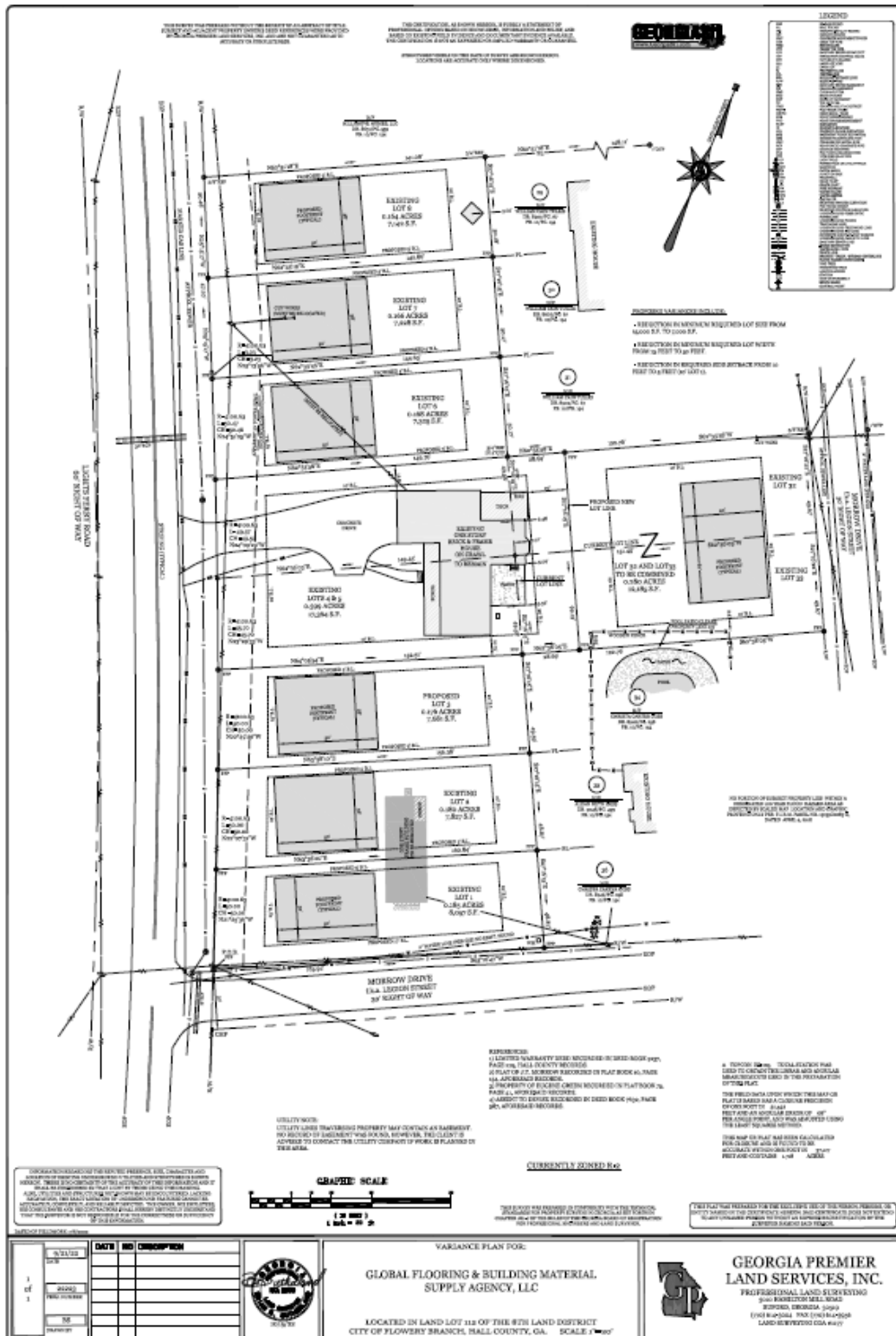
ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

## Exhibit “A”



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Existing Lot 6  
0.168 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing on said right of way along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 49 Minutes 26 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 45.70 feet being subtended by a chord bearing of North 23 Degrees 29 Minutes 33 Seconds West and a chord distance of 45.70 feet to a point; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 49.57 feet being subtended by a chord bearing of North 24 Degrees 09 Minutes 29 Seconds West and a chord distance of 49.57 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.47 feet being subtended by a chord bearing of North 24 Degrees 51 Minutes 25 Seconds West and a chord distance of 50.46 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way and traveling North 62 Degrees 39 Minutes 46 Seconds East for a distance of 144.63 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 50.17 feet to a point, said point marked by a ¾ inch rebar pin found in a 2 inch open top pipe; THENCE South 62 Degrees 33 Minutes 58 Seconds West for a distance of 146.76 feet to a point on the northeast right of way of Lights Ferry Road, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.168 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



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| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

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|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

## **ORDINANCE 682**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6016 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6014 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

### **Sec. 37.5. Criteria for Granting Variances.**

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



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

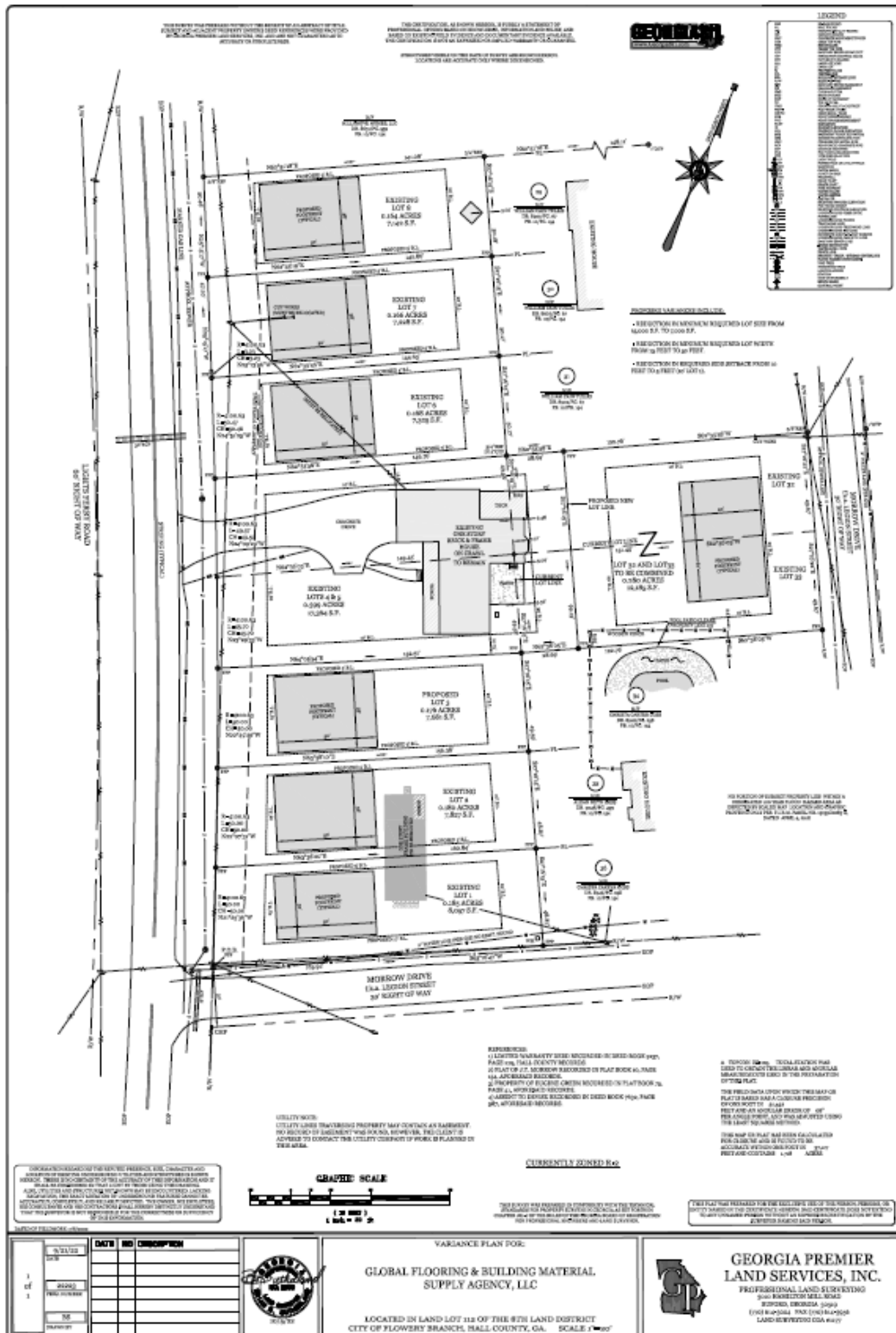
ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

## Exhibit “A”



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

### Exhibit "B"

#### Existing Lot 7 0.166 Acres

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing on said right of way along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 49 Minutes 26 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 45.70 feet being subtended by a chord bearing of North 23 Degrees 29 Minutes 33 Seconds West and a chord distance of 45.70 feet to a point; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 49.57 feet being subtended by a chord bearing of North 24 Degrees 09 Minutes 29 Seconds West and a chord distance of 49.57 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 50.47 feet being subtended by a chord bearing of North 24 Degrees 51 Minutes 25 Seconds West and a chord distance of 50.46 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 3.23 feet being subtended by a chord bearing of North 25 Degrees 13 Minutes 56 Seconds West and a chord distance of 3.23 feet to a point; THENCE North 25 Degrees 15 Minutes 17 Seconds West for a distance of 47.20 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way North 62 Degrees 45 Minutes 19 Seconds East for a distance of 142.86 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 50.17 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 62 Degrees 39 Minutes 46 Seconds West for a distance of 144.63 feet to a point, said point being THE TRUE POINT OF BEGINNING.

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Said property contains 0.166 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



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|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

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| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

## **ORDINANCE 682**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6018 LIGHTS FERRY ROAD, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6014 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

- 1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
- 2. Reduction in minimum required lot width from 75 feet to 50 feet.
- 3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

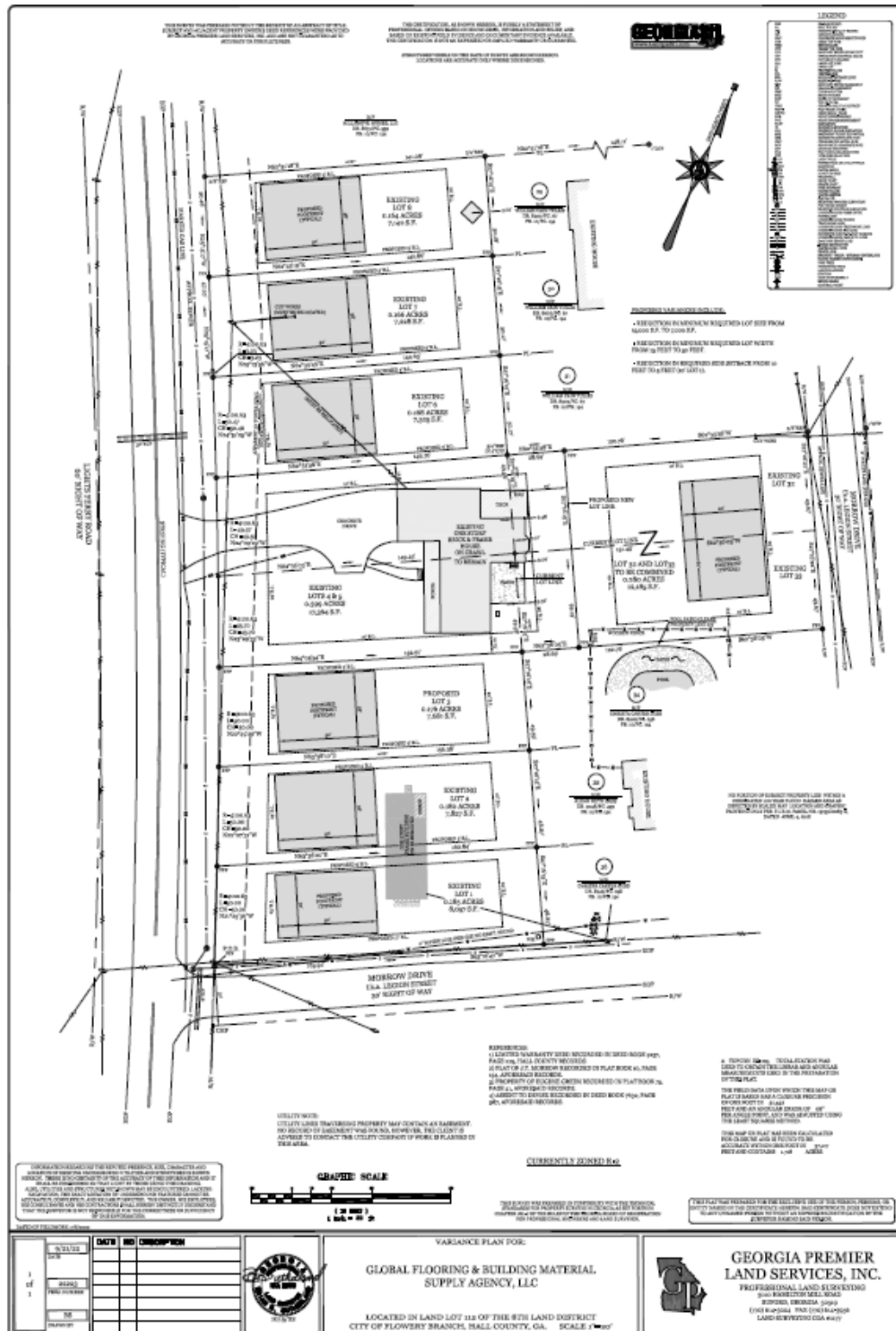
ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

## Exhibit “A”





**Exhibit "B"**

**Existing Lot 8**

**0.164 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northeast right of way of Lights Ferry Road along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 21 Degrees 25 Minutes 36 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing on said right of way along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 07 Minutes 31 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE continuing along a curve to the left having a radius of 4100.63 feet and an arc length of 50.00 feet being subtended by a chord bearing of North 22 Degrees 49 Minutes 26 Seconds West and a chord distance of 50.00 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 45.70 feet being subtended by a chord bearing of North 23 Degrees 29 Minutes 33 Seconds West and a chord distance of 45.70 feet to a point; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 49.57 feet being subtended by a chord bearing of North 24 Degrees 09 Minutes 29 Seconds West and a chord distance of 49.57 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 50.47 feet being subtended by a chord bearing of North 24 Degrees 51 Minutes 25 Seconds West and a chord distance of 50.46 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 4100.63 feet and an arc length of 3.23 feet being subtended by a chord bearing of North 25 Degrees 13 Minutes 56 Seconds West and a chord distance of 3.23 feet to a point; THENCE North 25 Degrees 15 Minutes 17 Seconds West for a distance of 47.20 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling on said northeast right of way of Lights Ferry Road North 25 Degrees 15 Minutes 17 Seconds West for a distance of 50.46 feet to a point, said point marked by a 3/8 inch rebar pin found; THENCE leaving said right of way North 62 Degrees 51 Minutes 18 Seconds East for a distance of 141.08 feet to a point, said point marked by a ¾ inch rebar pin found; THENCE South 27 Degrees 16 Minutes 15 Seconds East for a distance of 50.18 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 62 Degrees 45 Minutes 19 Seconds West for a distance of 142.86 feet to a point on the northeast right of way of Lights Ferry Road, said point being THE TRUE POINT OF BEGINNING.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23



|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Variance Requests submitted by Mr. Jason Jackson for relief from the zoning ordinance requirements set forth in Table 6.2 for 6027 and 6031 Morrow Drive.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

This request is similar to the current variances requested by Mr. Jackson on Lights Ferry Road. Specifically, 6005, 6006, 60010, 6014, 6016, and 6010 Lights Ferry Road as presented at the December 15th, 2022 City Council meeting. The request is for 6027 and 6031 Morrow Drive. The variances are for lot reduction, setback reduction, and minimum lot width reduction as shown in Table 6.2 of the Flowery Branch zoning ordinance.

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#### FACTS AND ISSUES:

There is an original plat that appears to still be valid that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted, but they cannot be altered - making new home construction impossible.

The applicant wishes to have the variances approved, combine the two lots in question, and build one single family home.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve the first read

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#### SAMPLE MOTION:

I make a motion to approve ordinance 686.

I make a motion to approve ordinance 687.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [Variance Staff Report lots 32 & 33.pdf](#)
- [Morrow Drive Ordinances - 686 & 687.pdf](#)



**Variance Request(s)  
Staff Report  
January 5, 2023**

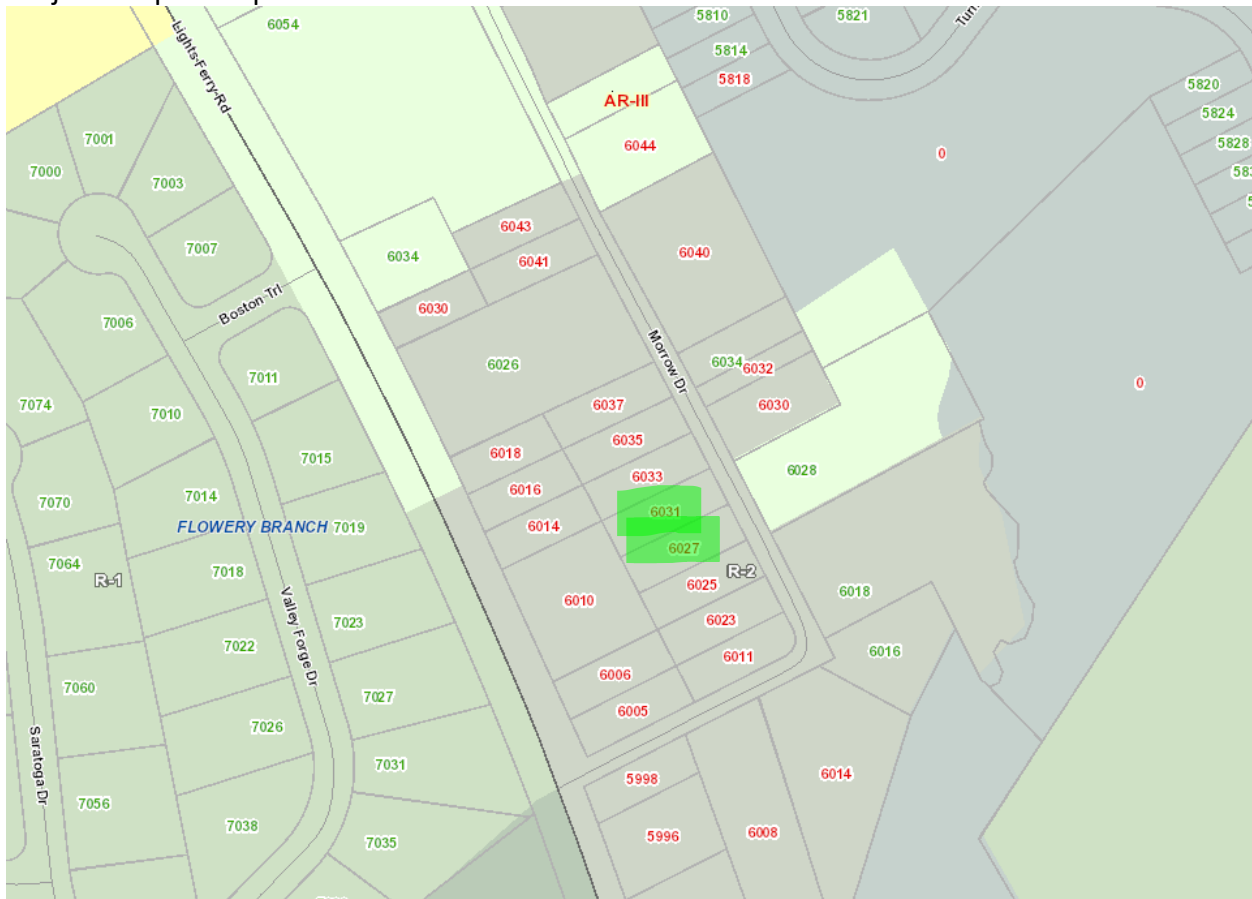
**Variance Ordinance #'s**

**Applicant:** Jason Jackson, Global Flooring and Building Material

**Request:** Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

**Subject Properties:** 6027 and 6031 Morrow Drive

Subject Properties per GIS:



The two (2) subject properties are zoned R-2 (Residential Detached Single Family):

**Sec. 6.3. - R-2, Residential, Detached Single Family, Moderate-Density District.**



(a)*Purpose and Description.* This zoning district is intended to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "suburban residential" character area established in the comprehensive plan.

(b)*Character.* The designs of subdivisions in this district include cul-de-sacs and curvilinear streets. Houses are set back a significant distance from the street. Streets are built to relatively wide standard when compared with traditional neighborhoods. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c)*Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts." Land use in this district consists predominantly of detached, single-family dwellings on their own lots at a moderate density (no more than approximately three dwelling units per acre). Site-built dwellings only are permitted (no manufactured homes). Other uses that are compatible with a low-density, residential environment such as recreational, educational, and religious facilities, are permitted or conditional uses.

(d)*Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as minimum building setbacks and maximum building coverage are intended to provide for yards surrounding each dwelling.

Applicant reviewed options on how to best develop these parcels while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid (shown below) that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted, but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.

Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.





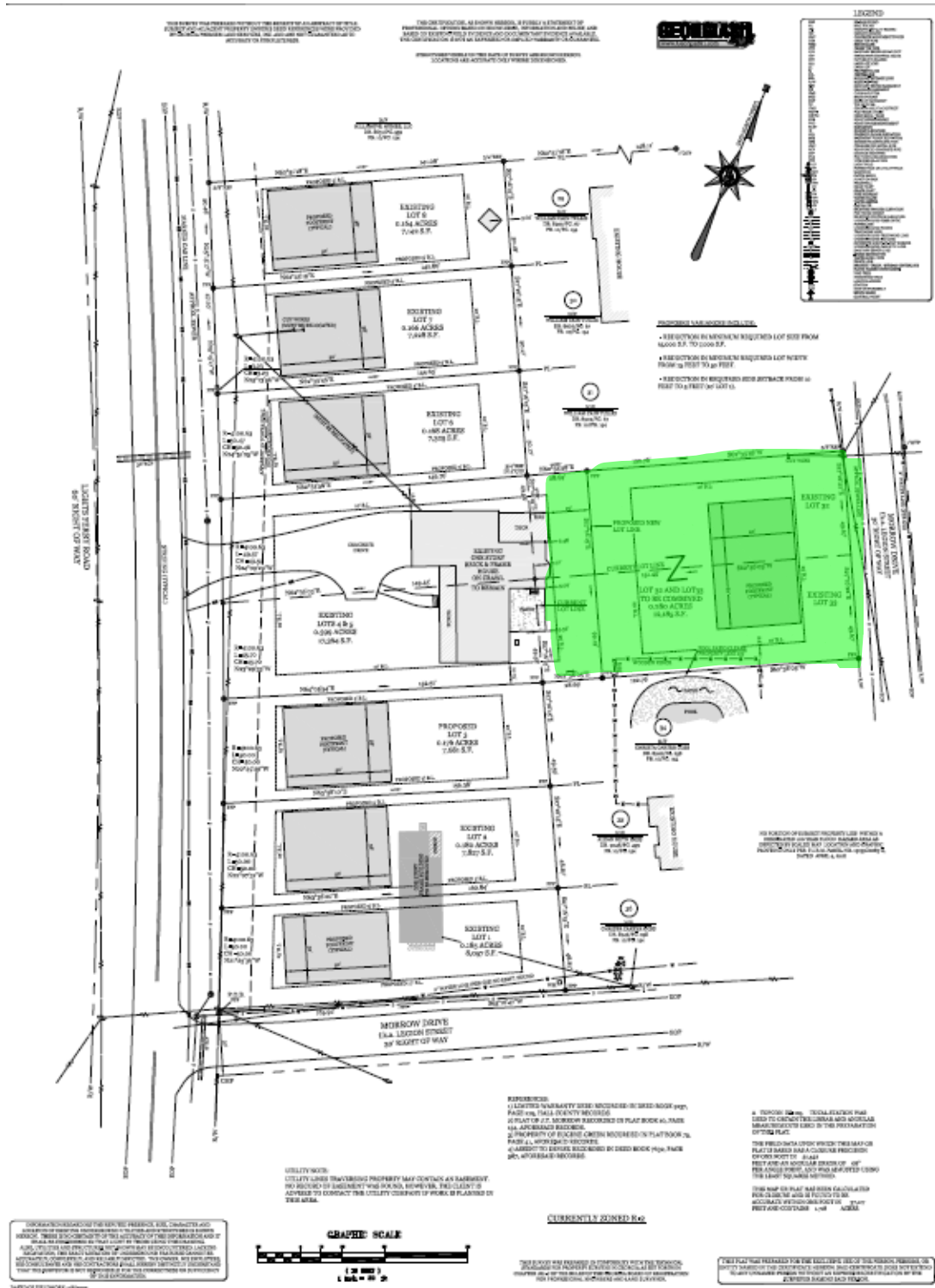
Table 6.2

| Requirement (measurement unit)                                                                                                       | A                                  | R-1    | R-2    |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------|--------|
| Maximum height (feet)                                                                                                                | 75                                 | 35     | 35     |
| Maximum height (number of stories)                                                                                                   | 3                                  | 3      | 3      |
| Maximum density (units per acre)                                                                                                     | 0.333                              | 2.18   | 3      |
| Minimum lot size for detached single-family dwelling (square feet) (1)                                                               | 130,680                            | 20,000 | 15,000 |
| Minimum lot size for two-family dwelling (square feet) (1)                                                                           | N/A                                | N/A    | N/A    |
| Minimum lot size for other uses (square feet) (1)                                                                                    | 130,680                            | 43,560 | 15,000 |
| Minimum lot width (feet)                                                                                                             | 200                                | 90     | 75     |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,500                              | 2,200  | 1,800  |
| Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)                                                | 750                                | 1,100  | 900    |
| Minimum front yard setback from lot line, all principal buildings (feet)                                                             | 80                                 | 35     | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)                                                              | 25                                 | 20     | 10     |
| Minimum side setback, corner lot, all principal buildings (feet)                                                                     | 60                                 | 35     | 25     |
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25     | 20     |
| Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)                    | Side and rear setbacks shall apply | 50     | 50     |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | None                               | None   | None   |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15     | 10     |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A    | N/A    |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5                                  | 5      | 5      |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25     | 35     |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20     | 15     |

Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Applicant requests to combine the two lots and build one single family home.





This is in line with the original recorded plat:

Morrow Subdivision  
Plot Book 10 page 154

put on schedule



#### Sec. 37.5. Criteria for Granting Variances.

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

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district; **Legal non-conforming lots that cannot be built upon as currently required by Flowery Branch Zoning Ordinance.**
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located; **The lots cannot be built upon and meet the requirements of R-2 zoning.**
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends approval with the following conditions:

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. A landscape plan shall be submitted at the time of any land disturbance application.





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 687**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6027 MORROW DRIVE, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6014 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

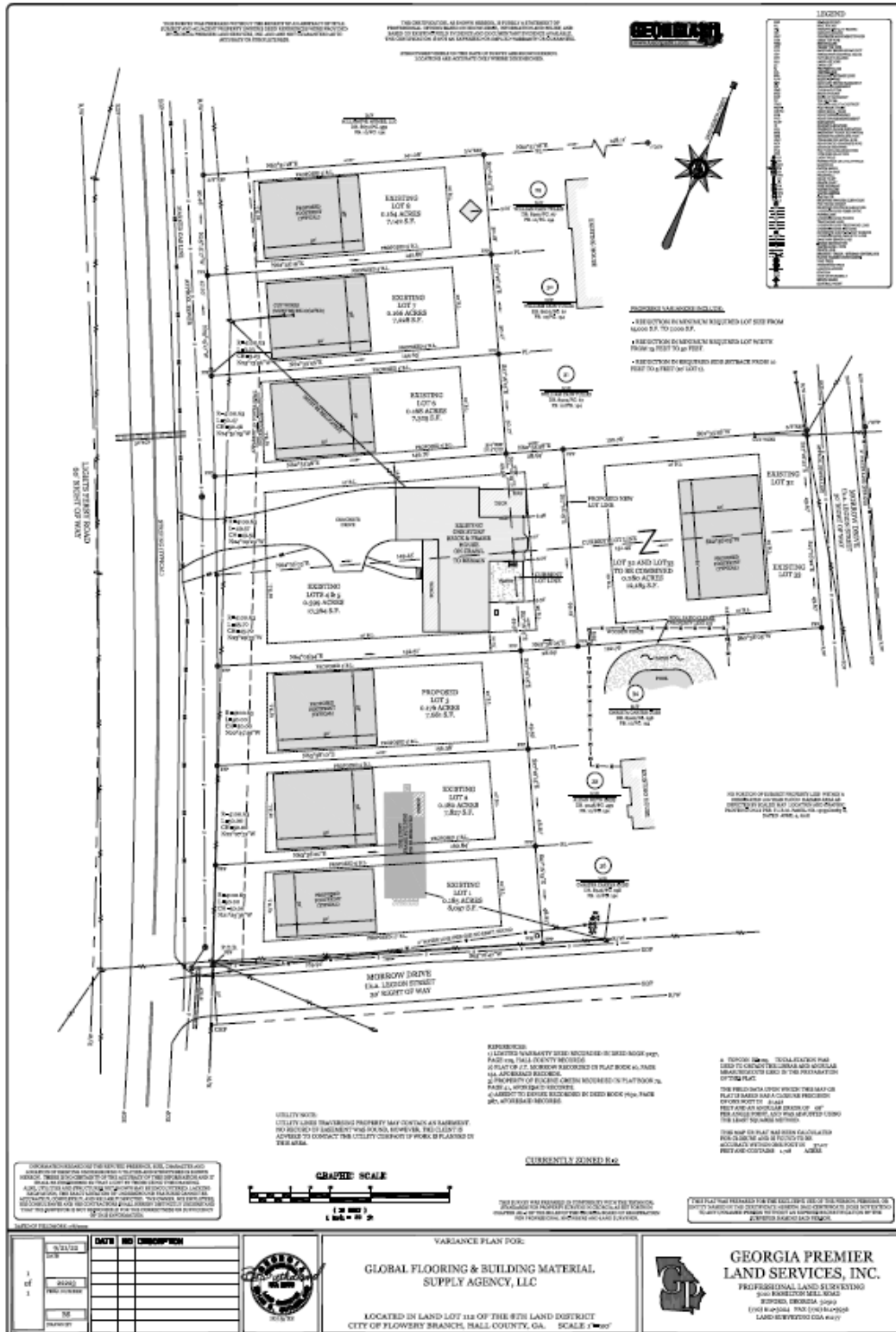
\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney



Exhibit "A"



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Lot 32 and 33  
0.280 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northwest right of way of Morrow Drive North 63 Degrees 16 Minutes 47 Seconds East for a distance of 165.92 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way and traveling North 27 Degrees 16 Minutes 15 Seconds West for a distance of 147.33 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 62 Degrees 38 Minutes 05 Seconds East for a distance of 28.69 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 27 Degrees 16 Minutes 15 Seconds West for a distance of 99.19 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 62 Degrees 33 Minutes 58 Seconds East for a distance of 122.76 feet to a point on the southwest right of way of Morrow Drive (30' right of way), said point marked by a 5/8 inch rebar pin found; THENCE on said right of way South 27 Degrees 16 Minutes 22 Seconds East for a distance of 49.67 feet to a point; THENCE continuing on said right of way South 27 Degrees 16 Minutes 22 Seconds East for a distance of 49.67 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way South 62 Degrees 38 Minutes 05 Seconds West for a distance of 122.76 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.280 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. Applicant shall construct a single-story range style home.

|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

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|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |



Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

#### **ORDINANCE 687**

**AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6031 MORROW DRIVE, OWNED BY GLOBAL FLOORING & BUILDING MATERIAL, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, Global Flooring & Building Material has submitted a written and signed application to the City of Flowery Branch, Georgia requesting specific variances for property located at 6014 Lights Ferry Road; and

WHEREAS, a survey and complete description of the property subject to the requested variances is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on Global Flooring & Building Material's application at its meeting of December 15, 2022, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of Global Flooring & Building Material in conjunction with the standards set forth in Article 37, Section 27.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **Sec. 37.5. Criteria for Granting Variances.**

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

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variances requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variances will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variances shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. 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.

Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

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 5. REPEALER.

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

Adopted this 2<sup>nd</sup> day of February 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

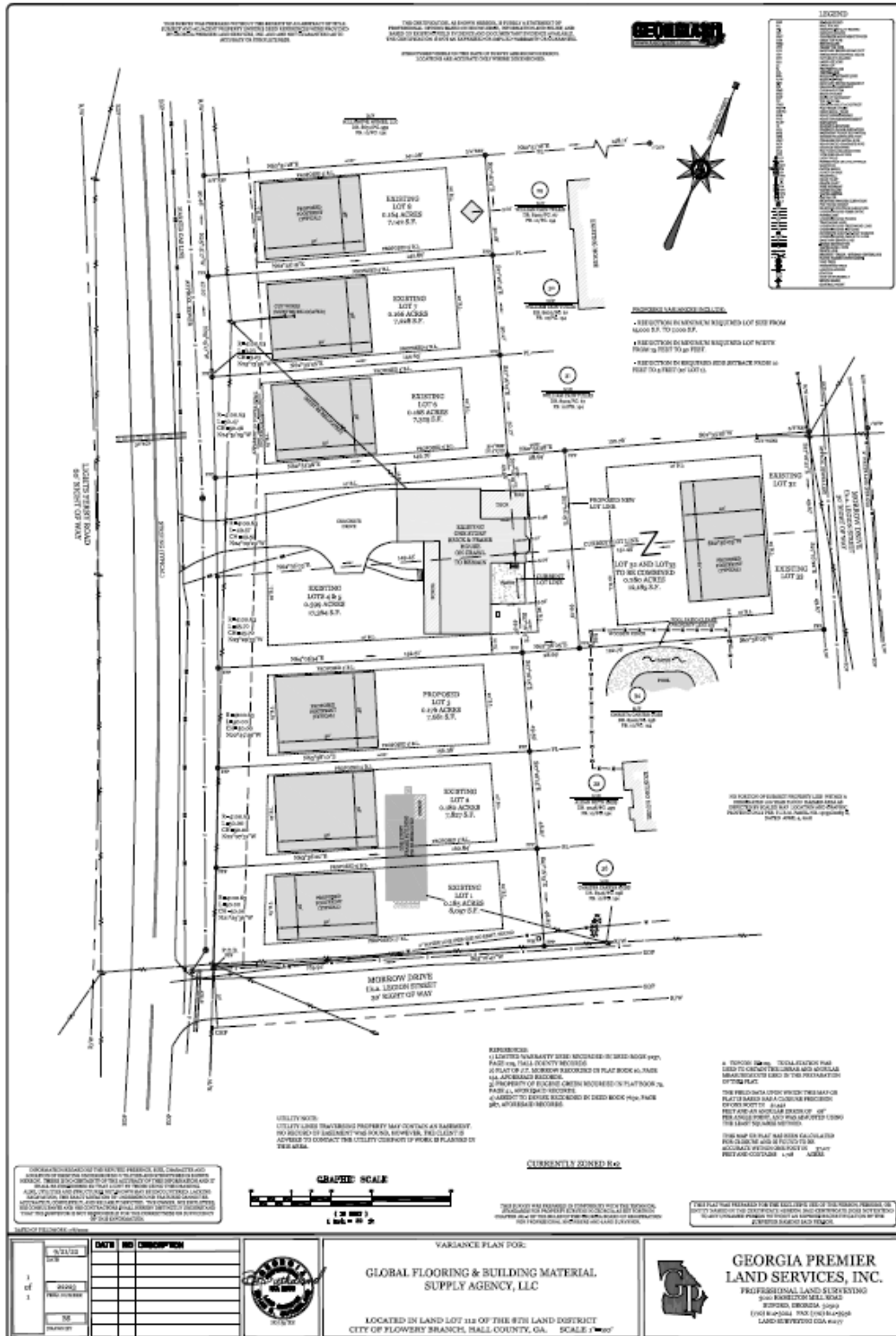
ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

Exhibit "A"





Public Hearing Published 11/16/22  
Public Hearing 12/15/22

First Reading 01/19/23  
Adopted 02/02/23

**Exhibit "B"**

**Lot 32 and 33  
0.280 Acres**

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

To find the True Point of Beginning, commence at the northwest right of way of Morrow Drive (f.k.a. Legion Street – 30' right of way) and the northeast right of way of Lights Ferry Road (60' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said northwest right of way of Morrow Drive North 63 Degrees 16 Minutes 47 Seconds East for a distance of 165.92 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way and traveling North 27 Degrees 16 Minutes 15 Seconds West for a distance of 147.33 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 62 Degrees 38 Minutes 05 Seconds East for a distance of 28.69 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 27 Degrees 16 Minutes 15 Seconds West for a distance of 99.19 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 62 Degrees 33 Minutes 58 Seconds East for a distance of 122.76 feet to a point on the southwest right of way of Morrow Drive (30' right of way), said point marked by a 5/8 inch rebar pin found; THENCE on said right of way South 27 Degrees 16 Minutes 22 Seconds East for a distance of 49.67 feet to a point; THENCE continuing on said right of way South 27 Degrees 16 Minutes 22 Seconds East for a distance of 49.67 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way South 62 Degrees 38 Minutes 05 Seconds West for a distance of 122.76 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.280 Acres as shown on Variance Plan for Global Flooring & Building Material Supply Agency, LLC prepared by Georgia Premier Land Services, Inc., dated 8/1/2022.

**Exhibit "C"**

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. Applicant shall construct a single-story range style home.

|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |

|                          |          |
|--------------------------|----------|
| Public Hearing Published | 11/16/22 |
| Public Hearing           | 12/15/22 |

|               |          |
|---------------|----------|
| First Reading | 01/19/23 |
| Adopted       | 02/02/23 |



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consideration of Resolution 23-002 Second Quarter Budget Amendment FY2023

**COUNCIL MEETING DATE:** January 19, 2023

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**HISTORY:**

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

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**FACTS AND ISSUES:**

See attachment A and B for 2nd quarter details.

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**OPTIONS:**

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

Yes

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

Approve Resolution 23-002 Second Quarter Amendment to the Budget for FY2023 as previously adopted on June 23, 2022.

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**SAMPLE MOTION:**

I make a motion for the City Council to authorize approval of Resolution 23-002 2nd Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

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**COLLABORATING DEPARTMENT:**

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**DEPARTMENT:** Finance

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [Resolution 23-002 Executive Summary.pdf](#)
- [Resolution 23-002.pdf](#)



- [Attachment A - Resolution 23-002 2nd QTR Budget Adjustment.pdf](#)
- [Attachment B - 2nd QTR Budget Adjustment Descriptions.pdf](#)
- [RESOLUTION 23-002 PRESENTATION 12-31-2022.pdf](#)

**FLOWERY BRANCH CITY COUNCIL**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Resolution 23-002: Second Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

**DATE:** January 19, 2023

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

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

**COMMISSION ACTION REQUESTED ON:** January 19, 2023

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**PURPOSE:** To approve Resolution 23-002, 2<sup>nd</sup> Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

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

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**FACTS AND ISSUES:**

- See attachment A and B for 2nd quarter details.
- 
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**RECOMMENDED SAMPLE MOTION:** I make a motion for the City Council to authorize approval of Resolution 23-002 2nd Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

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**DEPARTMENT:** Finance

**Prepared by:** Krystle Hightower

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**RESOLUTION NO.: 23-002**

**TO AMEND THE BUDGET FOR FISCAL YEAR 2023 AS PREVIOUSLY ADOPTED ON  
JUNE 23, 2022.**

**WHEREAS**, the City Council approved a budget for fiscal year 2023 for the City of Flowery Branch on June 23, 2022 by Resolution 23-002; and

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

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

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

**RESOLVED this 19th day of January 2023.**

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Ronald Bennett, Jr., City Attorney

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



**ATTACHMENT A**

Fund/Department: \_\_\_\_\_ 100 \_\_\_\_\_ Effective Date: 12/31/2022

| Account Number                                                                                             | Account Name                        | Current Budget      | Debit (Credit)    | Revised Budget      |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------|-------------------|---------------------|
| 100-1400-511200                                                                                            | Elections / Poll Workers            | 2,000               | (2,000)           | -                   |
| 100-1400-531100                                                                                            | Elections / Supplies & Materials    | 1,000               | (1,000)           | -                   |
| 100-1320-523700                                                                                            | City Manager / Education & Training | 3,000               | (1,000)           | 2,000               |
| 100-1320-512910                                                                                            | City Manager / Car Allowance        | 3,000               | 4,000             | 7,000               |
| <b>(For adjustments to match contract, error on initial budget)</b>                                        |                                     |                     |                   |                     |
| 100-4260-531232                                                                                            | Street Lights / Electricity         | 70,000              | (2,700)           | 67,300              |
| 100-4270-523210                                                                                            | Traffic Signal / AT&T               | 3,000               | 2,700             | 5,700               |
| <b>(For adjustment as pricing continues to increase on current plan - upgraded system in progress)</b>     |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 505,000             | 80,000            | 585,000             |
| 100-6110-531230                                                                                            | C&R / Electricity                   | -                   | 80,000            | 80,000              |
| <b>(For adjustment as no budget allocated for Electricity at the Market Pavilion and surrounding area)</b> |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 585,000             | 80,000            | 665,000             |
| 100-7400-521209                                                                                            | PCD / Contract Services (S&E)       | 85,000              | 40,000            | 125,000             |
| 100-7400-521247                                                                                            | PCD / Plan Review Expenses          | 25,000              | 40,000            | 65,000              |
| <b>(For adjustments related to staffing and outside services required for S&amp;E and Plan Reviews)</b>    |                                     |                     |                   |                     |
| 100-0000-316200                                                                                            | Insurance Premium Tax Revenue       | 665,000             | 15,350            | 680,350             |
| 100-7540-389100                                                                                            | Tourism / Merch Sales               | -                   | 500               | 500                 |
| 100-7540-521201                                                                                            | Tourism / Public Relations          | 3,000               | 500               | 3,500               |
| 100-7540-531190                                                                                            | Tourism / Concert Expenses          | 7,500               | 15,350            | 22,850              |
| <b>(For adjustments to account for revenue received)</b>                                                   |                                     |                     |                   |                     |
|                                                                                                            |                                     |                     |                   | -                   |
|                                                                                                            | <b>Totals</b>                       | <b>\$ 1,957,500</b> | <b>\$ 351,700</b> | <b>\$ 2,309,200</b> |

**Justification:** RESOLUTION 23-002: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.  
(See Attachment A and Attachment B for additional details)

**2ND QUARTER ENDING 12/31/2022**

Approvals: Finance Director: Matthew Date: 1/17/2023  
City Manager: [Signature] Date: 1/17/2023  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

*Finance Department Use*

Posted By: \_\_\_\_\_ Date Posted: \_\_\_\_\_  
Council Action Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Budget Adjust. #: \_\_\_\_\_





City of Flowery Branch

# Budget Adjustment Report

## Adjustment Detail

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                                        | Account Name                                 |               |            | Original Budget | Budget Adjustments | Current Budget |
|-------------------------------------------------------|----------------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number                                     | Adjustment Description                       | Packet Number | Post Date  |                 | Amount             |                |
| Budget Code: Approved Final - Approved Fiscal: FY2023 |                                              |               |            |                 |                    |                |
| Fund: 100 - GENERAL FUND                              |                                              |               |            |                 |                    |                |
| Revenue                                               |                                              |               |            |                 |                    |                |
| <a href="#">100-0000-321170</a>                       | Vendor Fees                                  |               |            | -6,400.00       | 6,400.00           | 0.00           |
| BA0000500                                             | Move vendor fees to tourism revenue acct     | GLPKT12481    | 11/07/2022 |                 | 6,400.00           |                |
| <a href="#">100-0000-381100</a>                       | Rent - Depot                                 |               |            | -5,000.00       | 5,000.00           | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 5,000.00           |                |
| <a href="#">100-0000-381110</a>                       | Rent - Community Room                        |               |            | -5,000.00       | 5,000.00           | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 5,000.00           |                |
| <a href="#">100-0000-381120</a>                       | Rent - Main Street Rent                      |               |            | -31,350.00      | 31,350.00          | 0.00           |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | 31,350.00          |                |
| <a href="#">100-0000-399900</a>                       | Budgeted Fund Balance                        |               |            | 0.00            | -20,000.00         | -20,000.00     |
| BA0000484                                             | K-9 Program reestablishment                  | GLPKT11754    | 08/10/2022 |                 | -20,000.00         |                |
| <a href="#">100-7540-321170</a>                       | Tourism - Vendor Fees                        |               |            | 0.00            | -6,400.00          | -6,400.00      |
| BA0000500                                             | Move vendor fees to tourism revenue acct     | GLPKT12481    | 11/07/2022 |                 | -6,400.00          |                |
| <a href="#">100-7540-381100</a>                       | Rent - Depot                                 |               |            | 0.00            | -5,000.00          | -5,000.00      |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -5,000.00          |                |
| <a href="#">100-7540-381110</a>                       | Rent - Community Room                        |               |            | 0.00            | -5,000.00          | -5,000.00      |
| BA0000499                                             | Move Tourism budget to Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -5,000.00          |                |
| <a href="#">100-7540-381120</a>                       | Rent - Main Street Room                      |               |            | 0.00            | -31,350.00         | -31,350.00     |
| BA0000499                                             | Move Tourism budget To Revenue accts         | GLPKT12480    | 11/07/2022 |                 | -31,350.00         |                |
| Revenue Total:                                        |                                              |               |            | -47,750.00      | -20,000.00         | -67,750.00     |
| Expense                                               |                                              |               |            |                 |                    |                |
| <a href="#">100-0000-579000</a>                       | Contingency                                  |               |            | 134,248.00      | -10,669.00         | 123,579.00     |
| BA0000485                                             | Data Recovery Budget Adjustment              | GLPKT12232    | 10/03/2022 |                 | -10,669.00         |                |
| <a href="#">100-1130-523600</a>                       | City Clerk / Dues & Fees                     |               |            | 200.00          | 150.00             | 350.00         |
| BA0000516                                             | City Clerk Dues & Fees                       | GLPKT13088    | 01/09/2023 |                 | 150.00             |                |
| <a href="#">100-1130-523603</a>                       | City Clerk / Muni Code                       |               |            | 20,000.00       | -150.00            | 19,850.00      |
| BA0000516                                             | City Clerk Dues & Fees                       | GLPKT13088    | 01/09/2023 |                 | -150.00            |                |
| <a href="#">100-1500-521240</a>                       | Admin / Legal Fees                           |               |            | 40,000.00       | -1,300.00          | 38,700.00      |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | -1,300.00          |                |
| <a href="#">100-1500-521310</a>                       | Admin / IT Services                          |               |            | 17,000.00       | 5,098.00           | 22,098.00      |
| BA0000516                                             | IT Services Reallocation                     | GLPKT13088    | 01/09/2023 |                 | 5,098.00           |                |
| <a href="#">100-1500-523300</a>                       | Admin / Advertising                          |               |            | 3,000.00        | -500.00            | 2,500.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc3       | GLPKT13088    | 01/09/2023 |                 | -500.00            |                |
| <a href="#">100-1500-523600</a>                       | Admin / Dues & Fees                          |               |            | 5,000.00        | 300.00             | 5,300.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | 300.00             |                |
| <a href="#">100-1500-531701</a>                       | Admin / Miscellaneous                        |               |            | 0.00            | 1,500.00           | 1,500.00       |
| BA0000516                                             | Admin adjustment for dues, fees, misc        | GLPKT13088    | 01/09/2023 |                 | 1,500.00           |                |
| <a href="#">100-1565-522200</a>                       | City Hall & Bldg's / Repairs & Maintenance   |               |            | 35,000.00       | -500.00            | 34,500.00      |
| BA0000516                                             | City Hall & Bldg's Other Expenses Adjustment | GLPKT13088    | 01/09/2023 |                 | -500.00            |                |
| <a href="#">100-1565-531700</a>                       | City Hall & Bldg's - Other Expenses          |               |            | 20,000.00       | 500.00             | 20,500.00      |
| BA0000516                                             | City Hall & Bldg's Other Expenses Adjustment | GLPKT13088    | 01/09/2023 |                 | 500.00             |                |
| <a href="#">100-3210-521292</a>                       | PD / Technology Fund Expense                 |               |            | 30,240.00       | 10,669.00          | 40,909.00      |
| BA0000485                                             | Data Recovery Budget Adjustment              | GLPKT12232    | 10/03/2022 |                 | 10,669.00          |                |
| <a href="#">100-3210-521310</a>                       | PD / IT Services                             |               |            | 17,000.00       | 23,729.00          | 40,729.00      |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                              | Packet Number | Post Date  | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|-------------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                    |               |            |                 | Amount             |                |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088    | 01/09/2023 |                 | 23,729.00          |                |
| <a href="#">100-3210-523700</a> | PD / Education & Training                 |               |            | 10,000.00       | 12,000.00          | 22,000.00      |
| BA0000516                       | Police Contract Payout                    | GLPKT13088    | 01/09/2023 |                 | 12,000.00          |                |
| <a href="#">100-3210-531122</a> | K-9 Program                               |               |            | 0.00            | 20,000.00          | 20,000.00      |
| BA0000484                       | K-9 Program reestablishment               | GLPKT11754    | 08/10/2022 |                 | 20,000.00          |                |
| <a href="#">100-3223-511100</a> | Patrol/ Salaries                          |               |            | 1,138,519.00    | -12,000.00         | 1,126,519.00   |
| BA0000516                       | Police Contract Payout                    | GLPKT13088    | 01/09/2023 |                 | -12,000.00         |                |
| <a href="#">100-4210-521311</a> | PWs / IT Services                         |               |            | 17,000.00       | -7,223.00          | 9,777.00       |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088    | 01/09/2023 |                 | -7,223.00          |                |
| <a href="#">100-5530-522200</a> | Depot & Comm Rm/Caboose Repairs & Maint.  |               |            | 55,500.00       | -1,600.00          | 53,900.00      |
| BA0000516                       | Depot Adjustment for Communications       | GLPKT13088    | 01/09/2023 |                 | -1,600.00          |                |
| <a href="#">100-5530-523200</a> | Depot / Communications                    |               |            | 4,200.00        | 1,600.00           | 5,800.00       |
| BA0000516                       | Depot Adjustment for Communications       | GLPKT13088    | 01/09/2023 |                 | 1,600.00           |                |
| <a href="#">100-6100-522310</a> | RR / Lease Pmt. Right-Aways               |               |            | 4,500.00        | 470.00             | 4,970.00       |
| BA0000516                       | RR Lease Payment Adjustment               | GLPKT13088    | 01/09/2023 |                 | 470.00             |                |
| <a href="#">100-6100-522350</a> | RR / Improvements to Right-Aways          |               |            | 4,300.00        | -470.00            | 3,830.00       |
| BA0000516                       | RR Lease Payment Adjustment               | GLPKT13088    | 01/09/2023 |                 | -470.00            |                |
| <a href="#">100-7400-521207</a> | PCD/ GIS Permitting Sys - Hall Co.        |               |            | 19,500.00       | -1,300.00          | 18,200.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | -1,300.00          |                |
| <a href="#">100-7400-521275</a> | PCD/ Zoning Plan                          |               |            | 75,000.00       | -3,000.00          | 72,000.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | -3,000.00          |                |
| <a href="#">100-7400-521300</a> | PCD / Website & Software Maintenance      |               |            | 22,000.00       | 3,000.00           | 25,000.00      |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | 3,000.00           |                |
| <a href="#">100-7400-521310</a> | PCD / IT Services                         |               |            | 17,000.00       | -8,146.00          | 8,854.00       |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088    | 01/09/2023 |                 | -8,146.00          |                |
| <a href="#">100-7400-523200</a> | PCD/ Communications                       |               |            | 500.00          | 400.00             | 900.00         |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | 400.00             |                |
| <a href="#">100-7400-523600</a> | PCD/ Dues & Fees                          |               |            | 1,000.00        | 700.00             | 1,700.00       |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | 700.00             |                |
| <a href="#">100-7400-531790</a> | PCD/ Uniforms                             |               |            | 500.00          | 200.00             | 700.00         |
| BA0000516                       | Planning Adjustments                      | GLPKT13088    | 01/09/2023 |                 | 200.00             |                |
| <a href="#">100-7540-521310</a> | Tourism / IT Services                     |               |            | 17,000.00       | -13,458.00         | 3,542.00       |
| BA0000516                       | IT Services Reallocation                  | GLPKT13088    | 01/09/2023 |                 | -13,458.00         |                |
| <a href="#">100-7540-531100</a> | Tourism / Supplies & Material             |               |            | 0.00            | 500.00             | 500.00         |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088    | 01/09/2023 |                 | 500.00             |                |
| <a href="#">100-7540-531193</a> | Tourism / Community Art Fund              |               |            | 5,000.00        | -3,000.00          | 2,000.00       |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088    | 01/09/2023 |                 | -3,000.00          |                |
| <a href="#">100-7540-531600</a> | Tourism / Small Equipment                 |               |            | 330.00          | 2,500.00           | 2,830.00       |
| BA0000516                       | Tourism Supplies and Equipment Adjustment | GLPKT13088    | 01/09/2023 |                 | 2,500.00           |                |
| Expense Total:                  |                                           |               |            | 1,713,537.00    | 20,000.00          | 1,733,537.00   |
| Fund 100 Total:                 |                                           |               |            | 1,665,787.00    | 0.00               | 1,665,787.00   |

## Fund: 230 - AMERICAN RESCUE PLAN ACT OF 2021

|                                 |                                        |            |            |               |             |               |
|---------------------------------|----------------------------------------|------------|------------|---------------|-------------|---------------|
| Revenue                         |                                        |            |            |               |             |               |
| <a href="#">230-0000-399900</a> | Budgeted Fund Balance                  |            |            | -1,554,429.00 | 165,020.00  | -1,389,409.00 |
| BA0000487                       | 230 YTD Project Budget Adjusting entry | GLPKT12330 | 07/01/2022 |               | 101,670.00  |               |
| BA0000492                       | Correct Budget Fund Balance - 230      | GLPKT12465 | 07/01/2022 |               | 63,350.00   |               |
| Revenue Total:                  |                                        |            |            | -1,554,429.00 | 165,020.00  | -1,389,409.00 |
| Expense                         |                                        |            |            |               |             |               |
| <a href="#">230-0000-540000</a> | Capital Outlay                         |            |            | 2,063,108.00  | -63,350.00  | 1,999,758.00  |
| BA0000492                       | Correct Budget Fund Balance - 230      | GLPKT12465 | 07/01/2022 |               | -63,350.00  |               |
| <a href="#">230-0000-541000</a> | Interim WWTP Improvements              |            |            | 969,900.00    | -969,900.00 | 0.00          |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                                | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|---------------------------------------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                      | Packet Number   | Post Date          | Amount         |
| BA0000487                       | 230 YTD Project Budget Adjusting entry      | GLPKT12330      | 07/01/2022         | -158,000.00    |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380 | GLPKT12634      | 11/21/2022         | -811,900.00    |
| <a href="#">230-0000-543000</a> | Two (2) Blower Lease                        |                 |                    | 75,850.00      |
| BA0000487                       | 230 YTD Project Budget Adjusting entry      | GLPKT12330      | 07/01/2022         | 56,330.00      |
| <a href="#">230-0000-611308</a> | Transfer to Water/Sewer CIP Fund            |                 |                    | 0.00           |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380 | GLPKT12634      | 11/21/2022         | 811,900.00     |
| Expense Total:                  |                                             | 3,108,858.00    | -165,020.00        | 2,943,838.00   |
| Fund 230 Total:                 |                                             | 1,554,429.00    | 0.00               | 1,554,429.00   |

## Fund: 270 - TAX ALLOCATION DISTRICT F

|                                 |                                               |               |               |               |
|---------------------------------|-----------------------------------------------|---------------|---------------|---------------|
| Revenue                         |                                               |               |               |               |
| <a href="#">270-0000-391350</a> | Transfer in from 350 LRF                      |               |               | 0.00          |
| BA0000505                       | Consolidate Mitchel St project to one project | GLPKT12644    | 11/22/2022    | -144,254.00   |
| <a href="#">270-0000-399900</a> | Budgeted Fund Balance                         |               |               | -5,250,550.00 |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | 2,239,956.00  |
| Revenue Total:                  |                                               | -5,250,550.00 | 2,095,702.00  | -3,154,848.00 |
| Expense                         |                                               |               |               |               |
| <a href="#">270-0000-541200</a> | Pine Street Park & Streetscaping              |               |               | 589,465.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -177,792.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | -411,673.00   |
| <a href="#">270-0000-541220</a> | Market Pavilion Park & Streetscaping          |               |               | 1,331,249.00  |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -796,365.00   |
| <a href="#">270-0000-541410</a> | Pine Street Improvements                      |               |               | 586,932.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -128,845.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | 466,291.00    |
| <a href="#">270-0000-541430</a> | Mitchell Street Improvements                  |               |               | 851,126.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -476,706.00   |
| BA0000505                       | Consolidate Mitchel St project to one project | GLPKT12644    | 11/22/2022    | 144,254.00    |
| <a href="#">270-0000-541440</a> | Downtown Stormwater Improvements              |               |               | 714,866.00    |
| BA0000488                       | 270 FY2023 Budget Reopening Adjusting entry   | GLPKT12338    | 07/01/2022    | -660,248.00   |
| BA0000504                       | Move Project 40140 & 40190 to 40130           | GLPKT12638    | 11/21/2022    | -54,618.00    |
| Expense Total:                  |                                               | 4,073,638.00  | -2,095,702.00 | 1,977,936.00  |
| Fund 270 Total:                 |                                               | -1,176,912.00 | 0.00          | -1,176,912.00 |

## Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND

|                                 |                                               |                |               |                |
|---------------------------------|-----------------------------------------------|----------------|---------------|----------------|
| Revenue                         |                                               |                |               |                |
| <a href="#">308-0000-391230</a> | Tranfers from ARPA Fund                       |                |               | 0.00           |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380   | GLPKT12634     | 11/21/2022    | -811,900.00    |
| <a href="#">308-0000-393100</a> | GEFA Debt Proceeds - DW2020020                |                |               | -1,515,000.00  |
| BA0000510                       | Increase Project 50360 for Construction       | GLPKT12660     | 11/23/2022    | -1,800,000.00  |
| BA0000511                       | Correct Budget Fund balance for GEFA Proceeds | GLPKT12661     | 11/23/2022    | -723,588.00    |
| <a href="#">308-0000-393200</a> | GEFA Debt Proceeds - CW2020010                |                |               | -8,230,001.00  |
| BA0000512                       | Adjust GEFA CW proceeds to project budget     | GLPKT12662     | 11/23/2022    | -3,344,653.00  |
| <a href="#">308-0000-399900</a> | Budgeted Retained Earnings                    |                |               | -3,579,766.00  |
| BA0000493                       | Correct budgets for FY2023 Capital Projects   | GLPKT12466     | 07/01/2022    | -1,362,557.00  |
| BA0000494                       | Correct FY2023 Capital project budgets        | GLPKT12467     | 07/01/2022    | 27,841.00      |
| BA0000511                       | Correct Budget Fund balance for GEFA Proceeds | GLPKT12661     | 11/23/2022    | 723,588.00     |
| BA0000512                       | Adjust GEFA CW proceeds to project budget     | GLPKT12662     | 11/23/2022    | 3,344,653.00   |
| Revenue Total:                  |                                               | -13,324,767.00 | -3,946,616.00 | -17,271,383.00 |
| Expense                         |                                               |                |               |                |
| <a href="#">308-0000-541000</a> | Water Tank Improvements Planning & Design     |                |               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects   | GLPKT12466     | 07/01/2022    | 406,893.00     |
| BA0000506                       | Move Project 50120 to 50360                   | GLPKT12647     | 11/22/2022    | -406,893.00    |
| <a href="#">308-0000-541100</a> | Water Line Improvements Planning & Design     |                |               | 300,000.00     |
|                                 |                                               |                |               | -27,661.00     |
|                                 |                                               |                |               | 272,339.00     |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                  | Account Name                                       | Packet Number | Post Date  | Original Budget | Budget Adjustments | Current Budget |
|---------------------------------|----------------------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number               | Adjustment Description                             | Packet Number | Post Date  |                 | Amount             |                |
| BA0000494                       | Correct FY2023 Capital project budgets             | GLPKT12467    | 07/01/2022 |                 | -27,661.00         |                |
| <a href="#">308-0000-541300</a> | Wastewater Expansion Plant Design/Permits          |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 314,833.00         |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -314,833.00        |                |
| <a href="#">308-0000-541510</a> | Construction Management Services                   |               |            | 393,000.00      | -393,000.00        | 0.00           |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -393,000.00        |                |
| <a href="#">308-0000-541520</a> | Wastewater Expansion Construction (Parallel Plant) |               |            | 10,017,001.00   | 762,653.00         | 10,779,654.00  |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -180.00            |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | 762,833.00         |                |
| <a href="#">308-0000-541521</a> | Interim Improvements - Design and Management       |               |            | 0.00            | 848,920.00         | 848,920.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 37,020.00          |                |
| BA0000503                       | Transfer WWTP Improv Proj to 308 proj 50380        | GLPKT12634    | 11/21/2022 |                 | 811,900.00         |                |
| <a href="#">308-0000-541525</a> | Geotechnical for Construction Site Work            |               |            | 75,000.00       | -75,000.00         | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -20,000.00         |                |
| BA0000507                       | Consolidate WWTP project to one project            | GLPKT12648    | 11/22/2022 |                 | -55,000.00         |                |
| <a href="#">308-0000-541530</a> | Wastewater Pump Station Modification               |               |            | 0.00            | 100,000.00         | 100,000.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 100,000.00         |                |
| <a href="#">308-0000-541630</a> | Purchase Well 4 & 5                                |               |            | 650,000.00      | 248,991.00         | 898,991.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | -250,000.00        |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | 498,991.00         |                |
| <a href="#">308-0000-541640</a> | Test Well 4 & 5                                    |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 13,768.00          |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -13,768.00         |                |
| <a href="#">308-0000-541650</a> | Install Pumps and Well House 4 & 5                 |               |            | 475,000.00      | -475,000.00        | 0.00           |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -475,000.00        |                |
| <a href="#">308-0000-541670</a> | New 250,000 Gallon Elevated Tank Construction      |               |            | 700,000.00      | 2,206,713.00       | 2,906,713.00   |
| BA0000494                       | Correct FY2023 Capital project budgets             | GLPKT12467    | 07/01/2022 |                 | -180.00            |                |
| BA0000506                       | Move Project 50120 to 50360                        | GLPKT12647    | 11/22/2022 |                 | 406,893.00         |                |
| BA0000510                       | Increase Project 50360 for Construction            | GLPKT12660    | 11/23/2022 |                 | 1,800,000.00       |                |
| <a href="#">308-0000-541900</a> | LLIDA Wells Planning and Testing                   |               |            | 0.00            | 0.00               | 0.00           |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 10,223.00          |                |
| BA0000508                       | Consolidate Well 4 & 5 Projects to one             | GLPKT12650    | 11/22/2022 |                 | -10,223.00         |                |
| <a href="#">308-0000-542000</a> | Wastewater Effluent Discharge Force Main - Phase 2 |               |            | 0.00            | 750,000.00         | 750,000.00     |
| BA0000493                       | Correct budgets for FY2023 Capital Projects        | GLPKT12466    | 07/01/2022 |                 | 750,000.00         |                |
| Expense Total:                  |                                                    |               |            | 12,610,001.00   | 3,946,616.00       | 16,556,617.00  |
| Fund 308 Total:                 |                                                    |               |            | -714,766.00     | 0.00               | -714,766.00    |

## Fund: 320 - SPLOST FUND

|                                 |                                                   |            |            |               |             |               |
|---------------------------------|---------------------------------------------------|------------|------------|---------------|-------------|---------------|
| Revenue                         |                                                   |            |            |               |             |               |
| <a href="#">320-0000-313508</a> | SPLOST VIII                                       |            |            | -1,097,102.00 | -44,900.00  | -1,142,002.00 |
| BA0000518                       | Increase Police Vehicle Budget                    | GLPKT13091 | 12/15/2022 |               | -44,900.00  |               |
| <a href="#">320-0000-336000</a> | Intergovernmental Revenue - Local Government Unit |            |            | 0.00          | -10,000.00  | -10,000.00    |
| BA0000515                       | To adjust for Traffic Improvement Study           | GLPKT13074 | 12/29/2022 |               | 10,000.00   |               |
| BA0000519                       | To Correct Budget Adjustment GLPKT13074           | GLPKT13095 | 12/29/2022 |               | -10,000.00  |               |
| BA0000519                       | To Correct Budget Adjustment GLPKT13074           | GLPKT13095 | 12/29/2022 |               | -10,000.00  |               |
| <a href="#">320-0000-371100</a> | Contributions - Restricted for Capital            |            |            | 0.00          | -50,000.00  | -50,000.00    |
| BA0000486                       | Establish McEver & Gaines Ferry                   | GLPKT12246 | 10/14/2022 |               | -50,000.00  |               |
| <a href="#">320-0000-391350</a> | Transfer in from 350-LRF Capital Projects         |            |            | 0.00          | -479,994.00 | -479,994.00   |
| BA0000509                       | Transfer GF Roadpaving to SPLOST                  | GLPKT12651 | 11/22/2022 |               | -479,994.00 |               |
| <a href="#">320-0000-399900</a> | Budgeted Fund Balance                             |            |            | 0.00          | -838,022.00 | -838,022.00   |
| BA0000489                       | FY23 capital project reopening budget correcti... | GLPKT12343 | 07/01/2022 |               | 695,528.00  |               |
| BA0000490                       | BA0000489 entry correction to Budget Fund Ba...   | GLPKT12344 | 07/01/2022 |               | -695,528.00 |               |
| BA0000490                       | BA0000489 entry correction to Budget Fund Ba...   | GLPKT12344 | 07/01/2022 |               | -695,528.00 |               |
| BA0000495                       | Reopen Police Vehicle balance                     | GLPKT12469 | 07/01/2022 |               | -494.00     |               |



# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                          | Account Name                                       | Packet Number        | Post Date        | Original Budget      | Budget Adjustments<br>Amount | Current Budget       |
|-----------------------------------------|----------------------------------------------------|----------------------|------------------|----------------------|------------------------------|----------------------|
| <b>Adjustment Number</b>                | <b>Adjustment Description</b>                      | <b>Packet Number</b> | <b>Post Date</b> |                      |                              |                      |
| BA0000522                               | Project 30210 budget increase                      | GLPKT13136           | 01/17/2023       |                      | -142,000.00                  |                      |
| <b>Revenue Total:</b>                   |                                                    |                      |                  | <b>-1,097,102.00</b> | <b>-1,422,916.00</b>         | <b>-2,520,018.00</b> |
| <b>Expense</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">320-0000-522250</a>         | VIII -Annual Road Paving & Sidewalks Program       |                      |                  | 1,097,102.00         | -96,892.00                   | 1,000,210.00         |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | -576,886.00                  |                      |
| BA0000509                               | Transfer GF Roadpaving to SPLOST                   | GLPKT12651           | 11/22/2022       |                      | 479,994.00                   |                      |
| <a href="#">320-0000-541002</a>         | VIII -Old Town (General) Stormwater                |                      |                  | 0.00                 | 550,000.00                   | 550,000.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 550,000.00                   |                      |
| <a href="#">320-0000-541004</a>         | VIII - Lights Ferry Culvert                        |                      |                  | 0.00                 | 550,000.00                   | 550,000.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 550,000.00                   |                      |
| <a href="#">320-0000-541600</a>         | VII -Martin School Sanitary Sewer Replacement      |                      |                  | 0.00                 | 313,022.00                   | 313,022.00           |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 174,022.00                   |                      |
| BA0000491                               | Martin School project opening balance incorre...   | GLPKT12345           | 07/01/2022       |                      | -3,000.00                    |                      |
| BA0000522                               | Project 30210 budget increase                      | GLPKT13136           | 01/17/2023       |                      | 142,000.00                   |                      |
| <a href="#">320-0000-541700</a>         | CW Davis Pump Station Rehabilitation               |                      |                  | 0.00                 | 1,392.00                     | 1,392.00             |
| BA0000489                               | FY23 capital project reopening budget correcti...  | GLPKT12343           | 07/01/2022       |                      | 1,392.00                     |                      |
| <a href="#">320-0000-542100</a>         | McEver & Gaines Ferry Rd Traffic Improvements      |                      |                  | 0.00                 | 60,000.00                    | 60,000.00            |
| BA0000486                               | Establish McEver & Gaines Ferry                    | GLPKT12246           | 10/14/2022       |                      | 50,000.00                    |                      |
| BA0000515                               | To adjust for Traffic Improvment Study             | GLPKT13074           | 12/29/2022       |                      | 10,000.00                    |                      |
| <a href="#">320-0000-542200</a>         | VIII -PD Vehicles & Equipment                      |                      |                  | 0.00                 | 45,394.00                    | 45,394.00            |
| BA0000495                               | Reopen Police Vehicle balance                      | GLPKT12469           | 07/01/2022       |                      | 494.00                       |                      |
| BA0000518                               | Increase Police Vehicle Budget                     | GLPKT13091           | 12/15/2022       |                      | 44,900.00                    |                      |
| <b>Expense Total:</b>                   |                                                    |                      |                  | <b>1,097,102.00</b>  | <b>1,422,916.00</b>          | <b>2,520,018.00</b>  |
| <b>Fund 320 Total:</b>                  |                                                    |                      |                  | <b>0.00</b>          | <b>0.00</b>                  | <b>0.00</b>          |
| <b>Fund: 350 - LOCAL RESOURCES FUND</b> |                                                    |                      |                  |                      |                              |                      |
| <b>Revenue</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">350-0000-331310</a>         | Intergovernmental Revenue - Federal Capital Direct |                      |                  | 0.00                 | -27,279.00                   | -27,279.00           |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -27,279.00                   |                      |
| <a href="#">350-0000-334310</a>         | Intergovernmental Revenue - State Capital Direct   |                      |                  | 0.00                 | -3,637.00                    | -3,637.00            |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -3,637.00                    |                      |
| <a href="#">350-0000-389200</a>         | Reserves                                           |                      |                  | -421,028.00          | 234,920.00                   | -186,108.00          |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 194,160.00                   |                      |
| BA0000497                               | Correct Annual Paving Opening budget               | GLPKT12471           | 07/01/2022       |                      | 38,760.00                    |                      |
| BA0000498                               | Correct Mitchell Street Planning opening balan...  | GLPKT12473           | 07/01/2022       |                      | 2,000.00                     |                      |
| <b>Revenue Total:</b>                   |                                                    |                      |                  | <b>-421,028.00</b>   | <b>204,004.00</b>            | <b>-217,024.00</b>   |
| <b>Expense</b>                          |                                                    |                      |                  |                      |                              |                      |
| <a href="#">350-0000-522200</a>         | Annual Road Paving & Sidewalks Program             |                      |                  | 878,252.00           | -878,252.00                  | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | -359,498.00                  |                      |
| BA0000497                               | Correct Annual Paving Opening budget               | GLPKT12471           | 07/01/2022       |                      | -38,760.00                   |                      |
| BA0000509                               | Transfer GF Roadpaving to SPLOST                   | GLPKT12651           | 11/22/2022       |                      | -479,994.00                  |                      |
| <a href="#">350-0000-522255</a>         | Mitchell St/Bassett Storwater Planning & Design    |                      |                  | 0.00                 | 0.00                         | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 35,509.00                    |                      |
| BA0000498                               | Correct Mitchell Street Planning opening balan...  | GLPKT12473           | 07/01/2022       |                      | -2,000.00                    |                      |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | -33,509.00                   |                      |
| <a href="#">350-0000-541004</a>         | Mitchell St Stormwater Infrastructure Imp - Phase1 |                      |                  | 0.00                 | 0.00                         | 0.00                 |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 110,745.00                   |                      |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | -110,745.00                  |                      |
| <a href="#">350-0000-542700</a>         | City Buildings Generator Project                   |                      |                  | 0.00                 | 50,000.00                    | 50,000.00            |
| BA0000496                               | Adjustment to FY2023 Budgeted projects             | GLPKT12470           | 07/01/2022       |                      | 50,000.00                    |                      |
| <a href="#">350-0000-611270</a>         | Transfer to 270 TAD Fund                           |                      |                  | 0.00                 | 144,254.00                   | 144,254.00           |
| BA0000505                               | Consolidate Mitchel St project to one project      | GLPKT12644           | 11/22/2022       |                      | 144,254.00                   |                      |
| <a href="#">350-0000-611320</a>         | Transfer out to 320-SPLOST Fund                    |                      |                  | 0.00                 | 479,994.00                   | 479,994.00           |

# Budget Adjustment Report

For Date Range: 07/01/2022 - 01/17/2023

| Account Number                    | Account Name                          | Packet Number | Post Date  | Original Budget | Budget Adjustments | Current Budget |
|-----------------------------------|---------------------------------------|---------------|------------|-----------------|--------------------|----------------|
| Adjustment Number                 | Adjustment Description                |               |            |                 | Amount             |                |
| BA0000509                         | Transfer GF Roadpaving to SPLOST      | GLPKT12651    | 11/22/2022 |                 | 479,994.00         |                |
| Expense Total:                    |                                       |               |            | 878,252.00      | -204,004.00        | 674,248.00     |
| Fund 350 Total:                   |                                       |               |            | 457,224.00      | 0.00               | 457,224.00     |
| Fund: 505 - WATER / SEWER FUND    |                                       |               |            |                 |                    |                |
| Expense                           |                                       |               |            |                 |                    |                |
| <a href="#">505-4420-531220</a>   | Natrual Gas                           |               |            | 0.00            | 2,000.00           | 2,000.00       |
| BA0000521                         | To move Budget to Natural Gas Account | GLPKT13124    | 01/13/2023 |                 | 2,000.00           |                |
| <a href="#">505-4420-531230</a>   | Wells & Water Tanks - Electricity     |               |            | 49,000.00       | -2,000.00          | 47,000.00      |
| BA0000521                         | To move Budget to Natural Gas Account | GLPKT13124    | 01/13/2023 |                 | -2,000.00          |                |
| Expense Total:                    |                                       |               |            | 49,000.00       | 0.00               | 49,000.00      |
| Fund 505 Total:                   |                                       |               |            | 49,000.00       | 0.00               | 49,000.00      |
| Budget Code Approved Final Total: |                                       |               |            | 1,834,762.00    | 0.00               | 1,834,762.00   |

## Description

## Fund Summary

| Description                            | Fund | Original Budget | Budget Adjustments | Current Budget |
|----------------------------------------|------|-----------------|--------------------|----------------|
| Budget Code: Approved Final - Approved |      | Fiscal: FY2023  |                    |                |
|                                        | 100  | 1,665,787.00    | 0.00               | 1,665,787.00   |
|                                        | 230  | 1,554,429.00    | 0.00               | 1,554,429.00   |
|                                        | 270  | -1,176,912.00   | 0.00               | -1,176,912.00  |
|                                        | 308  | -714,766.00     | 0.00               | -714,766.00    |
|                                        | 320  | 0.00            | 0.00               | 0.00           |
|                                        | 350  | 457,224.00      | 0.00               | 457,224.00     |
|                                        | 505  | 49,000.00       | 0.00               | 49,000.00      |
| Budget Code Approved Final Total:      |      | 1,834,762.00    | 0.00               | 1,834,762.00   |

**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

**GENERAL FUND**

**GENERAL FUND**

Notable adjustments within the departments, which did not affect the total budget, are as follows:

- City Clerk:
  - Dues and Fees adjusted to account for additional membership fees. \$150 in total.
- IT Services:
  - All departments had an adjustment for the IT Services. During the budget the total amount for IT Services was split evenly between all departments. Adjustment made for reallocation based on number of computers in each department.
- Admin:
  - Dues & Fees – adjustment made for additional dues & fees with the new Grants Administrator role in the amount of \$300.
  - Miscellaneous – nothing budgeted here, adjustment in the amount of \$1,500 for the remainder of FY2023.
- City Hall & Buildings:
  - Other Expenses – adjustment made in the amount of \$500 related to new employees office furniture expenses.
- Police Department:
  - Technology Fund – adjustment from revenue received in the amount of \$10,669
  - Education and Training – adjustment for new employee contract payout in the amount of \$12,000
  - K-9 Program – adjustment to reestablish the program.
- Depot:
  - Communications – adjustment made in the amount of \$1,600 due to the increased costs of AT&T lines. New lines being installed to reduce monthly invoices.
- Railroad Right-of-Way:
  - RR Lease Payment Adjustment – annual invoice was higher than budgeted. One time adjustment in the amount of \$470.
- Planning:
  - Website & Software Maintenance – adjustment in the amount of \$3,000 related to expenses for updated software and implementation.
  - Dues & Fees – adjustment in the amount of \$700 for new employees.



**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

- Uniforms – adjustment in the amount of \$2000 for new employees.
- Tourism:
  - Created and moved fees to revenue accounts for vendor fees and rent of all facilities.
  - Supplies & Materials – adjustment in the amount of \$500 as there was no allocation for this area in the initial budget.
  - Small Equipment – adjustment in the amount of \$2,500 to cover copier fees and plotter that is split with this department.
- Police Department:
  - Technology

Requested non-departmental adjustments are as follows:

- City Manager:
  - Increase in Car Allowance. Error when creating FY2023 budget, incorrect amount entered. Should be \$7,000. Transfer funds to come from Elections/Poll Workers in the amount of \$2,000 and Elections/Supplies & Materials in the amount of \$1,000 as there is no election to be held this fiscal year.
- Traffic Signal/AT&T:
  - Increase in Traffic Signal billed by AT&T due to increased monthly fees. Transfer funds to come from Street Lights/Electricity in the amount of \$2,700 to cover the remainder of the fiscal year. Updated lines are being installed by AT&T which will result in a decrease in monthly expenses. The current lines are extremely old and outdated.
- Culture and Recreation:
  - Increase in C&R/Electricity as there was nothing budgeted for the Farmers Market and surrounding area electricity. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$80,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to C&R/Electricity.
- Planning and Community Development:
  - Increase in PCD/Contract Services (S&E) due to open positions. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$40,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to PCD/Contract Services (S&E).
  - Increase in PCD/Plan Review Expenses due to open positions. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of

**ATTACHMENT B**  
**QUARTERLY BUDGET ADJUSTMENT RESOLUTION**  
**ADJUSTMENT DESCRIPTIONS**

\$40,000. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to PCD/Contract Services (S&E).

- Tourism:
  - Increase in Tourism/Public Relations to account for purchasing of ornaments that were sold. Transfer funds to come from the revenue account Tourism/Merch Sales in the amount of \$500. To date, revenue received is greater than budgeted (budgeted \$0, received \$2,355). Increasing budget for revenue and moving some of the additional funds to Tourism/Public Relations.
  - Increase in Tourism/Concert Expenses due to additional concerts and expenses related. Transfer funds to come from the Insurance Premium Tax Revenue account in the amount of \$15,350. To date, revenue received is greater than budgeted (budgeted \$505,000, received \$831,227). Increasing budget for revenue and moving some of the additional funds to Tourism/Concert Expenses.

**SPECIAL REVENUE FUNDS**

**GRANTS FUND**

No adjustments are needed for the quarter ending December 31, 2022.

**AMERICAN RESCUE PLAN ACT OF 2021 FUND**

Adjustments made to consolidate capital projects.

- WWTP Improvements
- Two (2) Blower Lease

**TAX ALLOCATION DISTRICT FUND**

Adjustments made to consolidate capital projects.

- Mitchell Street
- Pine Street Park & Streetscaping
- Downtown Stormwater Improvements

**HOTEL MOTEL TAX FUND**

No adjustments are needed for the quarter ending December 31, 2022.

**ATTACHMENT B  
QUARTERLY BUDGET ADJUSTMENT RESOLUTION  
ADJUSTMENT DESCRIPTIONS**

**CAPITAL PROJECT FUNDS**

**WATER/WASTEWATER CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- Water Tank Improvements Planning & Design
- Water Line Improvements Planning & Design
- WWTP Consolidation
- Wells 4 & 5
- New 250,000 Gallon Elevated Tank
- Wastewater Effluent Discharge Force Main – Phase 2

**SPLOST VII CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- VIII – Annual Road Paving & Sidewalks Program
- VIII – Old Town (General Stormwater)
- VIII – Lights Ferry Culvert
- VII – Martin School Sanitary Sewer Replacement
- CW Davis Pump Station Rehabilitation
- McEver & Gaines Ferry Rd Traffic Improvements
- VIII – PD Vehicles & Equipment

**LOCAL RESOURCES CAPITAL PROJECTS FUND**

Adjustments made to consolidate capital projects.

- Annual Road Paving & Sidewalks Program
- Mitchell St/Bassett Stormwater Planning & Design
- City Buildings Generator Project

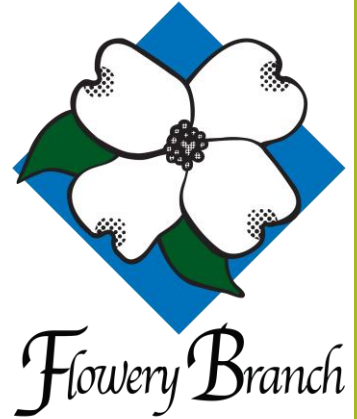
**ENTERPRISE FUNDS**

**WATER AND WASTEWATER OPERATING FUND**

Natural Gas – moved budget from Wells & Water Tanks – Electricity to new Natural Gas account in the amount of \$2,000

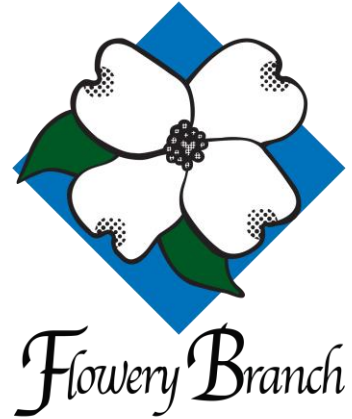
# Resolution 23-002: Explanation:

- A balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices
- Requests will be presented quarterly (if needed) to ensure the City stays in compliance with balanced budget requirements.
- <http://www.audits.ga.gov/NALGAD/36812-6.html>
- Adjustment Requests Form (Attachment A)



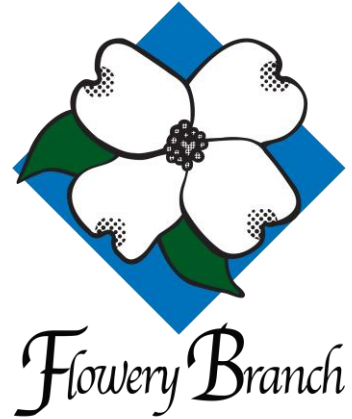


# Resolution 23-002: Explanation:



- General Fund
  - Increase City Manager Car Allowance as the original FY2023 budget did not have the correct amount. Total adjustment is for \$4,000.
  - Increase Traffic Signal / AT&T as the monthly rates have increased due to outdated AT&T lines. Total adjustment is for \$2,700. New lines are being installed and we will see a decrease in our monthly fees.

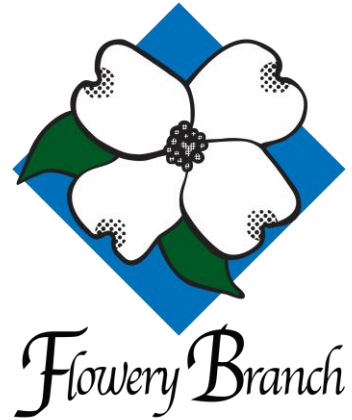
# Resolution 23-002: Explanation:



- General Fund Continued
  - Increase Culture and Recreation / Electricity as this was not accounted for in the FY2023 budget. This is the electricity for our Farmers Market Pavilion, Amphitheater and other new outdoor lighting. Total adjustment is for \$80,000.
  - Increase Planning / Contract Services and Plan Review Expenses due to open positions within the department and using outside agency for assistance. Total adjustment for each is \$40,000.

# Resolution 23-002: Explanation:

- General Fund Continued
  - Increase Tourism / Public Relations in the amount of \$500 to account for the ornaments purchased for resale.
  - Increase Tourism / Concert Expenses to cover additional planned concerts and associated costs for FY2023. Total adjustment is for \$15,350.



# Resolution 23-002: Attachment A

| Account Number                                                                                             | Account Name                        | Current Budget | Debit (Credit) | Revised Budget |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|----------------|----------------|
| 100-1400-511200                                                                                            | Elections / Poll Workers            | 2,000          | (2,000)        | -              |
| 100-1400-531100                                                                                            | Elections / Supplies & Materials    | 1,000          | (1,000)        | -              |
| 100-1320-523700                                                                                            | City Manager / Education & Training | 3,000          | (1,000)        | 2,000          |
| 100-1320-512910                                                                                            | City Manager / Car Allowance        | 3,000          | 4,000          | 7,000          |
| <i>(For adjustments to match contract, error on initial budget)</i>                                        |                                     |                |                |                |
| 100-4260-531232                                                                                            | Street Lights / Electricity         | 70,000         | (2,700)        | 67,300         |
| 100-4270-523210                                                                                            | Traffic Signal / AT&T               | 3,000          | 2,700          | 5,700          |
| <i>(For adjustment as pricing continues to increase on current plan - upgraded system in progress)</i>     |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 505,000        | 80,000         | 585,000        |
| 100-6110-531230                                                                                            | C&R / Electricity                   | -              | 80,000         | 80,000         |
| <i>(For adjustment as no budget allocated for Electricity at the Market Pavilion and surrounding area)</i> |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 585,000        | 80,000         | 665,000        |
| 100-7400-521209                                                                                            | PCD / Contract Services (S&E)       | 85,000         | 40,000         | 125,000        |
| 100-7400-521247                                                                                            | PCD / Plan Review Expenses          | 25,000         | 40,000         | 65,000         |
| <i>(For adjustments related to staffing and outside services required for S&amp;E and Plan Reviews)</i>    |                                     |                |                |                |
| 100-0000-316200                                                                                            | Income Premium Tax Revenue          | 665,000        | 15,350         | 680,350        |
| 100-7540-389100                                                                                            | Tourism / Merch Sales               | -              | 500            | 500            |
| 100-7540-521201                                                                                            | Tourism / Public Relations          | 3,000          | 500            | 3,500          |
| 100-7540-531190                                                                                            | Tourism / Concert Expenses          | 7,500          | 15,350         | 22,850         |
| <i>(For adjustments to account for revenue received)</i>                                                   |                                     |                |                |                |



# Resolution 23-002: Attachment B

- Includes –
  - Explanations for the amendments as previously presented
  - Report of quarterly departmental adjustments – for review by Council
    - Approved at the City Manager/Finance Director Level
- Conclusion –
  - Request to approve Resolution 23-002: FY2023 2nd Quarter Budget Amendments as presented.
  - Questions?





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider a Professional Services Agreement with Bureau Veritas North America.

**COUNCIL MEETING DATE:** January 19, 2023

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**HISTORY:**

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**FACTS AND ISSUES:**

This contract would allow Bureau Veritas North America to assist the City in performing site and building inspections and plan review.

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**OPTIONS:**

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

Yes

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**AMOUNT AND SOURCE OF FUNDS:**

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**RECOMMENDATION:**

Approve

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**SAMPLE MOTION:**

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**COLLABORATING DEPARTMENT:**

Administration

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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**ATTACHMENTS**

- [FINAL BV signed agreement.pdf](#)



## STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the \_\_\_\_\_ (herein called "Client").

### RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of this Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

### AGREEMENT

#### **TERMS AND CONDITIONS**

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per the project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents



("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

**5. Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

**6. Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

**7. Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other



health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

**8. Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

**9. Use of Data or Services:** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

**10. Independent Contractor:** It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

**11. Standard of Care:** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

**12. Indemnity:** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise.

**13. Limitation of Liability:** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to the extent of insurance coverage set forth in section 14 below.

**14. Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

**15. Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**16. Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

**17. Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except



those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

**19. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**20. Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

**21. Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**22. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 900  
Plano, TX 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

**24. Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent. Nothing in this section shall prevent Client from complying with the Georgia Open Records Act.

**25. Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

**26. Non-Solicitation/Hiring of Employees:**

~~term of this Agreement and one year after the termination of the Agreement.~~ Neither party shall directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**27. Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.



**28. Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**29. Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

**30. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**31. Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) **Termination by Client:** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) **Termination by BVNA:** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

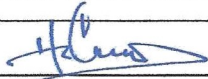
**32. Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**33. Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

**BUREAU VERITAS NORTH AMERICA, INC**

**CLIENT**

|                                                                                              |            |
|----------------------------------------------------------------------------------------------|------------|
| Signature:  | Signature: |
| Name: Hal Chitwood                                                                           | Name:      |
| Title: Business Unit Manager                                                                 | Title:     |
| Date: January 17, 2023                                                                       | Date:      |
| Address:                                                                                     | Address:   |
| Telephone: 706-818-4668                                                                      | Telephone: |
| Email: hal.chitwood@bureauveritas.com                                                        | Email:     |
| DTQR                                                                                         |            |
| Date                                                                                         |            |



## **ATTACHMENT A SCOPE OF SERVICES**

### **Architectural Plan Review**

Plan review services shall be conducted as required by the County's Building Code, Fire Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code and other related documents as approved by the City. The plans examiner will return plans with comments within 10 business days from the date of receiving the plans. Applicants will be notified of plan review comments and are responsible for addressing the comments to the satisfaction of the County. The County will retain final interpretive authority over all plans and specifications. Permits are issued by the County.

### **Building Code Inspections**

Inspection services shall be conducted as required by the City's Building Code, Fire Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in Chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included. Inspections shall be performed daily as needed. Inspectors shall report to the Building Department to collect inspection requests and upon performing the inspector shall place a detailed report in the permit file and copy will be left on site. All violations or deficiencies shall be cited with a code section on the report. Any violations of the City's Codes or concealment of any work prior to approval by BVNA will be reported to the City administrator, or their designee. The City is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the City.

### **Land Development Plan Review / Erosion Control Inspections / LIA Management for Land Disturbance Activities**

BVNA will perform Land Development plan review and inspection services and will work under the supervision of the City. BVNA will serve as the City's representative with regard to activities at construction and land development sites. Services include plan review and inspection of all active construction sites to determine that the construction activity and installation complies with approved plans, as-built drawings, applicable codes and ordinances including tree preservation, compliance with NPDES standards for erosion control and storm water BMPs. Construction activity inspections will include inspection of operations, roadway excavation and embankments, roadway construction, including subgrade, base and finish surface, all concrete work, storm water BMP enforcement and other construction as appropriate.

### **Code Enforcement/Property Maintenance Inspection**

Property maintenance inspections will be conducted as needed in accordance with the City's Code of Ordinances and the International Property Maintenance Code. Inspections are performed as needed when complaints are made by the City or its citizens. Voluntary compliance is sought through education and conversation with the violator. Citations are issued at the discretion of the City as it pertains to the minimum days to comply as stated in the Code of Ordinances. The inspector will keep a record on file of all cases and the activity involved with each case. If necessary, the inspector will appear in court to testify on behalf of the City. The City is the final interpretive authority.

## **ATTACHMENT B FEE SCHEDULE**

### **Architectural Plan Review**

- For Architectural Plan Review, BVNA will invoice the Client at a rate of \$95.00 per hour.
- For Expedited Architectural Plan Review, the rate will be \$110 per hour..

### **Building Code Administration and Inspections and Plan Review**

- For Building Code Administration, Inspections and Plan Review, BVNA will invoice the Client at a rate of \$95.00 per hour.
- For a single inspection or meeting outside of the City's normal business hours, the rate will be \$140 per hour.

### **Land Development and Land Disturbance Activities including Plan Review / Land Development Inspections / LIA Management**

- For inspections and plan review related to development and land disturbance, and erosion sedimentation control, BVNA will invoice the client at a rate of \$85.00 per hour.

### **Property Maintenance/Ordinance – Code Enforcement**

- For Property Maintenance and City Ordinance related Code Enforcement, BVNA will invoice the client at a rate of \$85.00 per hour.
- For inspections and meetings outside of the City's normal business hours, the rate will be \$120.00 per hour.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider a Contract Proposal from Thomas and Hutton to Provide Development and Building Plan Review for the City, as needed.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

This contract would allow city staff to use Thomas and Hutton for plan review of all types and any other engineering or planning needs. This would provide Flowery Branch with an on-call firm to be used as-needed.

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#### OPTIONS:

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

Yes

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#### AMOUNT AND SOURCE OF FUNDS:

---

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#### RECOMMENDATION:

Approve

---

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#### SAMPLE MOTION:

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#### COLLABORATING DEPARTMENT:

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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#### ATTACHMENTS

- [Master Letter Agreement - City of Flowery Branch.pdf](#)



5074 BRISTOL INDUSTRIAL WAY, SUITE A  
BUFORD, GA 30518 | 770.271.2868  
WWW.THOMASANDHUTTON.COM

01/06/2023

Mr. Rich Atkinson  
Director of Planning and Community Development  
City of Flowery Branch  
5512 Main Street  
Flowery Branch, Georgia 30542  
(770) 967-6378  
[rich@flowerybranchga.org](mailto:rich@flowerybranchga.org)

Re: City of Flowery Branch  
Consulting Services  
Master Letter Agreement for Services

Dear Mr. Atkinson:

Thank you for requesting our consulting services proposal associated with potential development and building plan review for the City of Flowery Branch along with potential future project development and grant assistance.

Depending on the scope of each potential project, our services could consist of General Consulting, Master Plan, General Study/Report, Survey, Design, Permit and Construction Service Phases as requested and as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during project due diligence for each potential project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services for each potential project will be as follows:

| Phase                           | Fee Structure  | Fee or Time & Expense Budget |
|---------------------------------|----------------|------------------------------|
| <b>General Consulting Phase</b> |                |                              |
| General Consulting / Meetings:  | Time & Expense | TBD                          |
| <b>Master Plan Phase</b>        |                |                              |
| Conceptual Master Planning:     | Time & Expense | TBD                          |
| Utility Master Planning:        | Time & Expense | TBD                          |
| <b>General Study/Report</b>     |                |                              |
| Development Plan Review         | Time & Expense | TBD                          |
| Building Plan Review            | Time & Expense | TBD                          |
| Traffic Study                   | Lump Sum       | TBD                          |
| Stormwater Management:          | Lump Sum       | TBD                          |
| <b>Survey Phase</b>             |                |                              |
| Boundary Survey / ALTA          | Lump Sum       | TBD                          |
| Site Topographic Survey:        | Lump Sum       | TBD                          |
| Construction Staking:           | Time & Expense | TBD                          |

Owner's Initials

Consultant's Initials



**Design Phase**

|                     |          |     |
|---------------------|----------|-----|
| Engineering Design: | Lump Sum | TBD |
|---------------------|----------|-----|

**Permit Phase**

|                              |                |     |
|------------------------------|----------------|-----|
| Land Disturbance Permitting: | Time & Expense | TBD |
|------------------------------|----------------|-----|

|                         |          |     |
|-------------------------|----------|-----|
| Erosion Control Permit: | Lump Sum | TBD |
|-------------------------|----------|-----|

**Construction Service Phase**

|              |                |     |
|--------------|----------------|-----|
| Bid Process: | Time & Expense | TBD |
|--------------|----------------|-----|

**Project Funding Phase**

|                                 |                |     |
|---------------------------------|----------------|-----|
| Grant Funding / Administration: | Time & Expense | TBD |
|---------------------------------|----------------|-----|

|                               |                |     |
|-------------------------------|----------------|-----|
| <b>Reimbursable Expenses:</b> | Time & Expense | TBD |
|-------------------------------|----------------|-----|

|                             |                                                     |  |
|-----------------------------|-----------------------------------------------------|--|
| <b>Additional Services:</b> | Time & Expense – See Consulting Services Rate Sheet |  |
|-----------------------------|-----------------------------------------------------|--|

|                       |                                      |            |
|-----------------------|--------------------------------------|------------|
| <b>Project Totals</b> | <b>Lump Sum + Time &amp; Expense</b> | <b>TBD</b> |
|-----------------------|--------------------------------------|------------|

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through due diligence.

\_\_\_\_\_  
Owner's Initials



\_\_\_\_\_  
Consultant's Initials

Mr. Rich Atkinson  
City of Flowery Branch  
Letter Agreement for Services  
January 06, 2023  
Page 3

This proposal between the City of Flowery Branch ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* We appreciate the opportunity to prepare this proposal and look forward to working with you on future projects.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By   
\_\_\_\_\_  
Kyle W. Bowen, P.E.  
Principal/Project Manager

Enclosures: Scope of Services  
General Provisions  
Firm Profile Services  
2023 Rate Sheet

ACCEPTED: \_\_\_\_\_, 2023

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials  
  
\_\_\_\_\_  
Consultant's Initials

### **SCOPE OF SERVICES**

Thomas & Hutton proposes to assist the City of Flowery Branch with potential development and building plan review, along with potential future project development and grant assistance. The below phases and tasks are provided as a reference only. Once a potential project scope is clearly defined, Thomas & Hutton will provide a detailed scope of services for each individual project.

#### **A. General Consulting Phase**

##### **1. General Consulting / Meetings**

The Consultant can assist Owner, as requested, during the execution of the project tasks where a defined scope cannot be determined. Assistance may include meetings, exhibit preparation, assembling documents, responding to questions, and feasibility analyses. Services shall be provided on a Time and Expense basis. Once specific tasks with scopes are identified, services can be provided on a Fixed Fee basis. Design and construction services are not provided under this phase.

#### **B. Master Plan Phase**

Prior to initiation of the Design Phase, Client may request one or more of the Master Plan Phase tasks. The Master Plans shall be submitted to Client for review, and Consultant will perform one revision from Client comments. Additional revisions will be considered additional services. The Master Plan tasks include:

##### **1. Conceptual Master Planning Phase**

Consultant can provide a conceptual master plan showing approximate locations of proposed land uses for the site. The uses shown will be according to direction provided by Client and will include land uses, streets, parking, amenities, ponds, buildings, and other related features within the site boundary as requested by Owner.

##### **2. Utility Master Planning Phase**

Based on an approved Master Plan from Client, Consultant can prepare conceptual plans of the:

- Water Distribution System
- Sanitary Sewer
- Storm Drainage System

Flow calculations are not part of the scope of this task. The plans are schematic in nature.

\_\_\_\_ Owner's Initials



\_\_\_\_ Consultant's Initials

**C. General Study/Report Phases**

1. **Development / Building Plan Review Phase** – Thomas & Hutton can perform development review and building plan review compliance per the City of Flowery Branch's Development Standards and Ordinances. Verify construction documents meet the requirements of the Georgia Stormwater Management Manual (GSMM) and Georgia Erosion Sediment and Pollution Control Ordinance, current edition. Verify compliance with Zoning Conditions. Verify construction documents meet minimum engineering design standards for public safety and communicate conflicts with existing or proposed projects which may impact developments.

*Typical Plan Review along with Stormwater Management Review takes approximately (6 – 8) man hours or \$1,250.00 - \$1,700.00 per review. Thomas & Hutton will bill client based on actual time and expense for each review.*

2. **Traffic Report Phase** – Thomas & Hutton can perform traffic data collection, conduct traffic analysis, perform trip generation, and traffic distribution, develop future traffic volumes, identify impacts, prepare study, prepare traffic signal warrant studies and Intersection Control Evaluations.
3. **Stormwater Management Phase** – Depending on the project scope and requirements, Consultant can prepare for the Owner a drainage study for the project evaluating predevelopment and post-development conditions, based on the final site plan approved by the Owner. The report shall include analysis of regulatory requirements for water quality and quantity in stormwater runoff, analysis of planned improvements, and supporting design data and modeling output. The study will include the sizing of retention facilities and project outfall. The analysis will be performed according to the Hall County Development Regulations requirements and Georgia Stormwater Management Manual.

**D. Survey Phases**

1. **Boundary / ALTA/NSPS Land Title Survey**

Thomas & Hutton can prepare boundary surveys or ALTA/NSPS Land Title surveys of potential properties identified by Client.

2. **Site Topographic Survey Phase**

Thomas & Hutton can prepare field-run topographic surveys for potential projects. Topographic surveys shall show two-foot interval elevation contours and shall be based on NAVD 88 vertical datum. The topographic survey shall show existing, visible above ground improvements.



3. **Construction Staking Phase**

Thomas & Hutton can provide construction staking services as requested by client.

E. **Design Phases**

1. **Engineering Design Phase**

Engineering Design Phase consists of the preparation of site development plans for potential projects. These plans will be submitted to Client for review. Typical site development plans will include:

- Grading – finish pad elevations, finish contours, parking lot, and grading information.
- Roadway – centerline geometry, stationing, and elevations.
- Drainage – structure location, pipe route and size, inverts and slopes, and lagoon elevations, including preparation of design calculation.
- Water Distribution – pipe route and size, valve location, hydrant location, and building connection, including preparation of design calculations.
- Sanitary Sewer – structure location, pipe size slope, and invert and building connection, including preparation of design calculations.
- Erosion Control – for roadway, drainage, water, and sewer systems
- Profiles – roads and sanitary sewer (water and drainage are not included).
- Construction Details – roads, drainage, water distribution, sanitary sewer, and erosion control. Construction specification will be inclusive within plans as per local codes
- Quantity Takeoff and Opinion of Probable Construction Cost for water and sewer drainage systems and roads, including cut and fill calculations for earthwork.
- Design calculations – storm drainage.

Coordination with Geotechnical Consultant – Client will retain a geotechnical consultant to perform subsurface investigations and pavement design for the project. Consultant will coordinate with the geotechnical consultant regarding needs of the Project and preliminary design information for the Project.

**F. Permit Phases**

**1. Land Disturbance Permitting Phase**

Consultant can assist Owner with the preparation of submittal packages for potential development project approvals. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for potential projects include:

- City of Flowery Branch Community Development
- Hall County Planning & Development
- Hall County Fire Marshall
- Georgia Soil & Water Conservation Commission
- Hall County Traffic Engineering
- Georgia Department of Transportation

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes addressing agency comments and if requested, meeting with the agencies on behalf of the Owner.

**2. Erosion Control Permit**

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Assist the Owner with preparation of the Notice of Intent (NOI) for online submittal to the State on behalf of the Owner (as a Primary Permittee).
- Prepare an Erosion, Sediment, and Pollution Control Plan (ESPC) to include BMP's that minimize erosion and sedimentation. This plan will use the methods as outlined in the Manual for Erosion and Sediment Control in Georgia (latest edition) as a guide as required by EPD. This plan is to be prepared prior to submitting the NOI and prior to any construction activity and must be certified by a Level II Certified Design Professional.
- Provide a site map showing the drainage patterns, approximate slopes, areas of disturbance, and locations of structural and non-structural controls.
- Provide a written narrative identifying the receiving waters and wetland limits within the site boundaries.

- Provide a narrative site description including the construction activity sequencing.
- Consultant will perform one (1) site visit to inspect the installed erosion control measures and BMP's as shown on the ESPC Plan. This inspection is to be performed one week after commencement of initial construction activities or one week after the ESPC plan has been implemented, whichever is applicable. **(Note: It is the Client's responsibility to notify Consultant of commencement of construction activities).**
- Consultant will report to Client the findings of the above referenced inspection. It is the Client's responsibility to correct all deficiencies as outlined in said report within two days of the inspection.
- Implementation of the ESPC Plan in phases by the Client's contractor that require additional visits for inspection will be billed using our standard hourly rates outlined in the General Provisions attached and made a part of this proposal.

The Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PC measures.
- Continuous monitoring of maintenance of ES&PC measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

**G. Construction Service Phases**

Consultant can provide the following services for the Construction Phase:

**1. Bid Process**

Consultant can assist Owner during the Bid Phase. The service shall be provided on a Time & Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending or conducting pre-bid meetings, responding to contractor questions and request for information, preparation of the Consultant's recommendation letter for award of bid, and review shop drawings. Personnel time will be detailed on monthly invoices.

**H. Project Funding Phases**

**1. Grant Funding / Administration**

Thomas & Hutton is well-versed in the requirements that grant-funded projects entail from both a design standpoint and on the regulatory/funding side. Grant Administrator, Dale Culbreth has nearly 30 years of experience in the public funding arena. She began her career at

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Owner's Initials  
  
\_\_\_\_\_  
Consultant's Initials

the South Carolina Budget and Control Board working with the State Revolving Fund program. Prior to joining Thomas & Hutton, Dale served as the Senior Program Manager at the South Carolina Department of Commerce in the Grants and Incentive Division working with the South Carolina Coordinating Council for Economic Development and the Community Development Block Grant programs. In addition to Dale's expertise, Thomas & Hutton team members have completed numerous grant-funded projects.

Thomas & Hutton researches, identifies, negotiates, and recommends conventional and unconventional funding programs for clients including grants, loans, and bonds from various federal, state, and local government programs. We expedite funding assistance for an extensive range of infrastructure, community, and economic development projects for both public and private clients. Thomas & Hutton routinely aids municipalities, special purpose districts, economic development authorities, and private clients in researching and applying for alternative funding solutions that result in reduced local costs and expedited project timelines. We assist public agencies and private corporations with single-source accountability for planning, design, funding assistance, and construction services on various sized projects.

In addition to our extensive experience with grant-funded projects, Thomas & Hutton has assisted municipal and public utility clients with grant and loan applications on a variety of local, state, and federal programs. Our experienced team assists with project identification and justification; identification of most appropriate loan/grant program; application preparation including project description, justification, cost estimate, and exhibits; preparation of preliminary engineering and environmental reports; and response to technical questions from grant agencies.

Some of the funding sources our team are well versed in with include Rural Infrastructure Authority (RIA), Local Option Sales Tax programs, Community Development Block Grant (CDBG), USDA Rural Development, and Economic Development Administration (EDA)

#### **I. Exclusions**

Items **not** included in the scope of services are as follows:

- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Subsurface Utility Engineering (SUE)

These items can be coordinated or provided, if requested by the Owner in writing.



**PAYMENT FOR SERVICES**

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

**ASSIGNMENT**

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

**CLIENT'S RESPONSIBILITIES**

**A. Access**

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

**B. CLIENT's Representative**

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

**C. Fees**

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

**CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT until payment is made for all amounts due CONSULTANT. Once Owner pays all amounts due hereunder, ownership of the Instruments of Service shall vest with the Owner. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

**ELECTRONIC FILES**

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or

Owner's Initials



Consultant's Initials

cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

#### **ACCESSIBILITY**

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

#### **SUBSTITUTIONS**

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

#### **OPINIONS OF PROBABLE COSTS**

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

#### **BETTERMENT**

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

#### **CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

#### **CODE COMPLIANCE**

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

#### **VALUE ENGINEERING**

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

#### **DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

#### **LIMITS OF LIABILITY**

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **[\$25,000] or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto. In addition, CLIENT agrees, to the

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Consultant's Initials

fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services and agreed to by CONSULTANT will be paid as Additional Services by CLIENT.

#### **TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

#### **ACTS OF OTHERS**

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s)', or sub-contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

#### **INDEMNIFICATION**

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### **CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **INSURANCE**

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) **Workers' Compensation – As per Statutory requirements.**
- (2) **Employer's Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (3) **Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (4) **Automobile Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (5) **Professional Liability – \$1,000,000 per claim and \$2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

#### **DISPUTE RESOLUTION**

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

#### **JOBSITE SAFETY**

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor

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Consultant's Initials

will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

#### **DELAYS**

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

#### **HAZARDOUS MATERIAL**

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### **CLIMATE CHANGE**

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

#### **APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT**

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

#### **TERMINATION**

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

#### **SIGNAGE**

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

#### **AMENDMENT**

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

Owner's Initials



Consultant's Initials



## SERVICES



**CIVIL ENGINEERING:** Thomas & Hutton provides civil engineering solutions for a variety of projects throughout the Southeast. We understand the special needs of this area and evaluate the individual needs of each project carefully. Our engineers work closely with our surveyors to understand the existing conditions of the project, such as water, sewer, drainage, and other utility systems. Once a survey has been completed for a site, our engineers put "boots to ground" by walking the site with survey in hand to further their understanding of the existing conditions.



**WATER & WASTEWATER SYSTEMS:** As a leader in water and wastewater issues and solutions, Thomas & Hutton provides a full array of engineering services starting from conceptual planning through close-out, start-up, and commissioning. Thomas & Hutton provides effective methods to reutilize, upgrade, expand, and improve wastewater system capacities. Our hands-on team of professionals will satisfy your needs while meeting stringent regulations.



**TRANSPORTATION:** We have the skills and knowledge to accommodate any roadway design needs for Flowery Branch. Our experience covers a wide range of project types including interstates, interchanges, roundabouts, widenings, intersection designs, pathway designs, and signal designs. Thomas & Hutton's experts are available to handle drainage issues, traffic safety issues, construction issues, or any other concerns that may arise during the design process. Our engineers are well versed in all the local, state, and federal guidelines, the steps needed to complete a set of design plans, and the submittals necessary to obtain the necessary approvals.



**WATER RESOURCES:** We use innovative cost-effective solutions to derive alternatives for consideration when resolving drainage issues. All drainage concept designs include solutions that will provide the most benefit for the public at a reasonable cost. Short-term strategies may be identified depending on the severity of flooding occurring at the time, while funding for long term strategies can be secured.



**SURVEYING:** Our in-house land surveying capabilities are one of the main components of our business. We manage the unique and demanding needs of 1,000-acre developments to design, staking, and post construction surveys for the development of commercial properties with individual lot or construction staking services. Additionally, our staff performs specific airport obstruction and Part 77 penetration surveys per FAA Advisory Circular Standards. Our 14+ crews participate in ongoing training on the latest equipment and technology. In addition, our investment in GIS and GPS technologies helps deliver the right information to fit your project requirements and needs.



**PERMITTING:** Our strong professional relationships with representatives from various state resource agencies, the Corps of Engineers, and local, state, and federal regulatory agencies within our service region help ensure timely discovery and resolution of issues identified during a project and aid in expediting the permitting process. We understand the unique environmental elements associated with our surrounding communities and are familiar with the local permitting processes and review personnel.



**CONSTRUCTION ADMINISTRATION:** A Thomas & Hutton representative will make on-site observations to note progress and quality of work to verify compliance with the project plans and specifications and adherence to requirements. These observations may result in verbal or written notification to the client and/or contractor of deficiencies. We do not direct the contractor, its subcontractors, or any workers, as to how to perform the work. The contractor's means and methods are solely its choices.



**GRANT/FUNDING ASSISTANCE:** We research, identify, negotiate, and recommend conventional and unconventional funding programs for clients, including grants, loans, and bonds from various federal, state, and local government programs. We expedite funding assistance for an extensive range of infrastructure, community, and economic development projects for both private and public clients. Thomas & Hutton routinely aids municipalities in finding alternative funding solutions that result in lower local costs. We assist public agencies and private corporations with single-source accountability for planning, design, funding assistance, and construction services on various sized projects.





## 2023 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

| Hourly Rate | Engineer                                    | Survey                                                           | Landscape                                         | GIS                | Quality Control               | Business/<br>Administrative                                                               |
|-------------|---------------------------------------------|------------------------------------------------------------------|---------------------------------------------------|--------------------|-------------------------------|-------------------------------------------------------------------------------------------|
| \$ 280.00   | Consultant                                  | Consultant                                                       | Consultant                                        | Consultant         | Consultant                    |                                                                                           |
| \$ 255.00   | Senior Manager                              | Senior Manager<br>Survey Party (3-Men)                           | Senior Manager                                    | Senior Manager     | Senior Manager                | Senior Manager                                                                            |
| \$ 230.00   | Project Manager V<br>Project Engineer V     | Survey Manager V<br>Project Surveyor V                           | Landscape Architect V<br>LA Project Manager V     | GIS Manager V      |                               |                                                                                           |
| \$ 210.00   | Project Manager IV<br>Project Engineer IV   | Survey Manager IV<br>Project Surveyor IV                         | Landscape Architect IV<br>LA Project Manager IV   | GIS Manager IV     |                               | Senior Application Developer IV,<br>Software/Computer Consultant IV                       |
| \$ 200.00   | Project Manager III<br>Project Engineer III | Survey Manager III<br>Project Surveyor III                       | Landscape Architect III<br>LA Project Manager III | GIS Manager III    |                               | Senior Application Developer III,<br>Software/Computer Consultant III                     |
| \$ 185.00   | Project Manager II<br>Project Engineer II   | Survey Manager II<br>Project Surveyor II<br>Survey Party (2-Men) | Landscape Architect II<br>LA Project Manager II   | GIS Manager II     | Construction Administrator II | Senior Application Developer II,<br>Software/Computer Consultant II                       |
| \$ 170.00   | Project Manager I<br>Project Engineer I     | Survey Manager I<br>Project Surveyor I                           | Landscape Architect I<br>LA Project Manager I     | GIS Manager I      | Construction Administrator I  | Grant Administrator, Senior<br>Application Developer I,<br>Software/Computer Consultant I |
| \$ 160.00   | Designer IV<br>Engineering Technician IV    | Staff Surveyor V<br>Survey Field Supervisor                      | Landscape Designer IV                             | GIS Analyst IV     | Field Representative V        | Application Developer IV                                                                  |
| \$ 150.00   | Designer III<br>Engineering Technician III  | Staff Surveyor IV                                                | Landscape Designer III                            | GIS Analyst III    | Field Representative IV       | Application Developer III                                                                 |
| \$ 135.00   | Designer II<br>Engineering Technician II    | Staff Surveyor III<br>Survey Party (1-Man)                       | Landscape Designer II                             | GIS Analyst II     |                               | Permit Coordinator III<br>Application Developer II                                        |
| \$ 125.00   | Designer I<br>Engineering Technician I      | Staff Surveyor II                                                | Landscape Designer I                              | GIS Analyst I      | Field Representative III      | Application Developer I,<br>Permit Coordinator II, Admin IV                               |
| \$ 110.00   | CADD Technician III                         | Staff Surveyor I<br>Survey Technician III                        | Landscape Technician III                          | GIS Technician III | Field Representative II       | Permit Coordinator I                                                                      |
| \$ 100.00   | CADD Technician II                          | Survey Technician II                                             | Landscape Technician II                           | GIS Technician II  |                               |                                                                                           |
| \$ 95.00    | CADD Technician I                           | Survey Technician I                                              | Landscape Technician I                            | GIS Technician I   | Field Representative I        | Admin III                                                                                 |
| \$ 90.00    |                                             |                                                                  |                                                   |                    |                               | Admin II                                                                                  |
| \$ 85.00    |                                             |                                                                  |                                                   |                    |                               | Admin I                                                                                   |
| \$ 425.00   | Expert Witness                              |                                                                  |                                                   |                    |                               |                                                                                           |

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider a Request to Build a New Single-Family Detached Residential Home at 5710 Gainesville Street. Zoned Central Business District (CBD), City Council approval is required for any new construction.

**COUNCIL MEETING DATE:** January 19, 2023

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#### HISTORY:

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#### FACTS AND ISSUES:

The use is allowed in the CBD. The proposed new home will replace an older one that was recently demolished. The applicant wishes to construct a new home on the property. In order to proceed, the applicant needs Council approval per Article 9, Section 9.5 of the Flowery Branch zoning ordinance. There is no corresponding ordinance or resolution a simple majority vote to approve or deny is required. If request is approved, applicant will be required to obtain a building permit. Staff is in support of this project.

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#### OPTIONS:

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

No

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#### AMOUNT AND SOURCE OF FUNDS:

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#### RECOMMENDATION:

Approve

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#### SAMPLE MOTION:

I make a motion to approve the request to apply for a single-family detached residential building permit for 5710 Gainesville Street.

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#### COLLABORATING DEPARTMENT:

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**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

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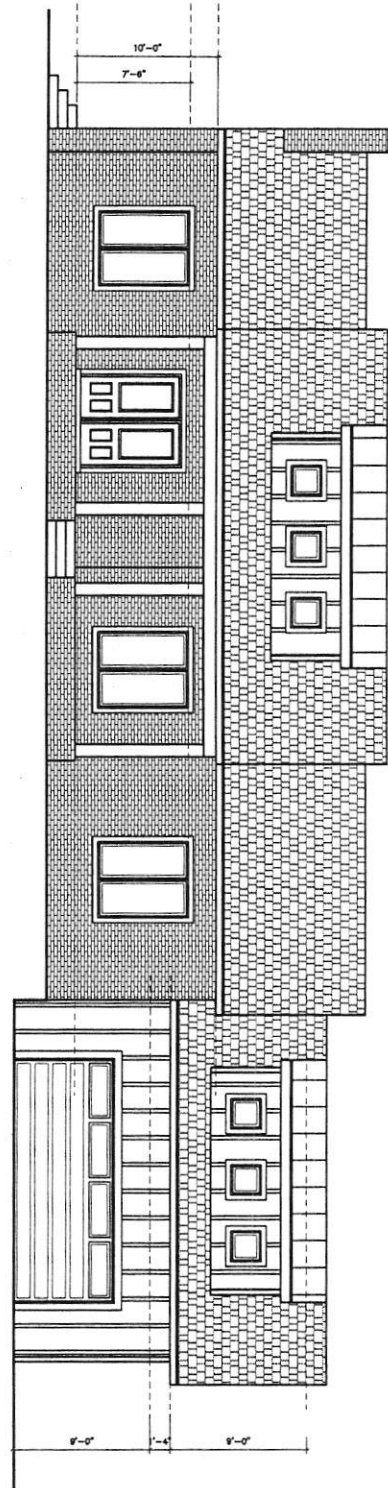
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#### ATTACHMENTS

- 5710 Gainesville St.pdf

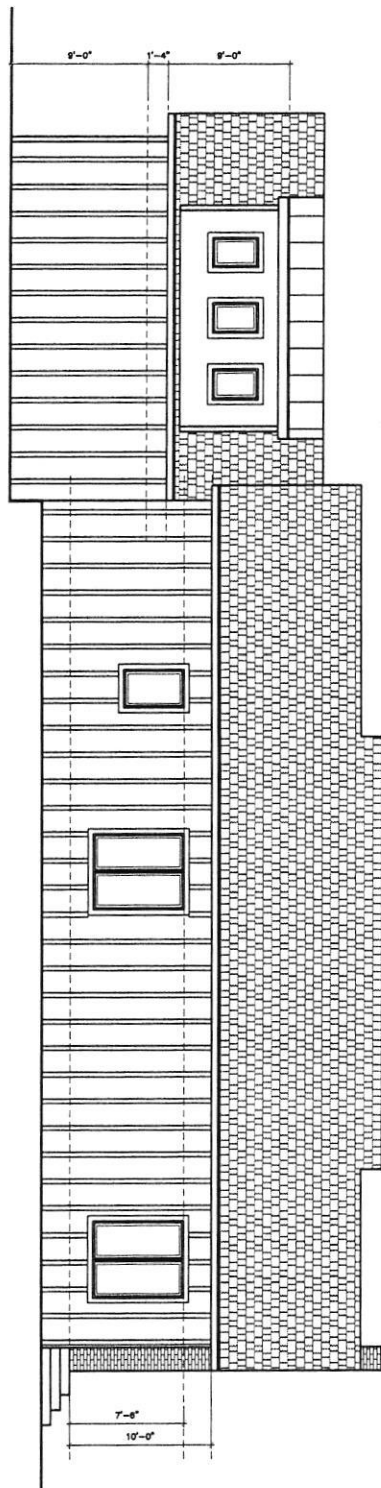
# FRONT ELEVATION

SCALE 1/8"=1'-0"



# REAR ELEVATION

SCALE 1/8"=1'-0"

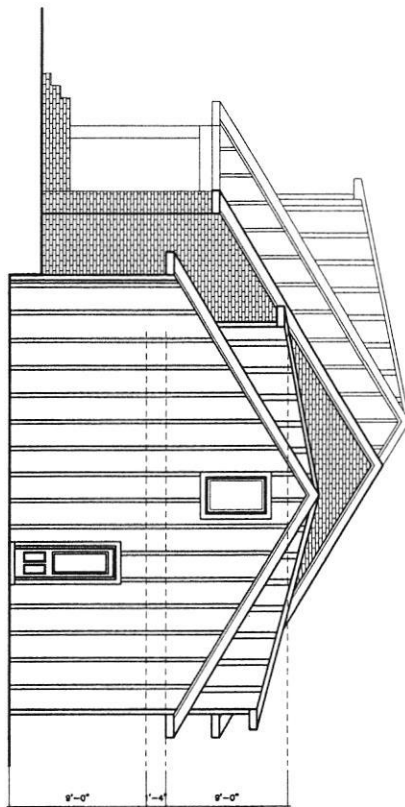


RELEASED FOR CONSTRUCTION

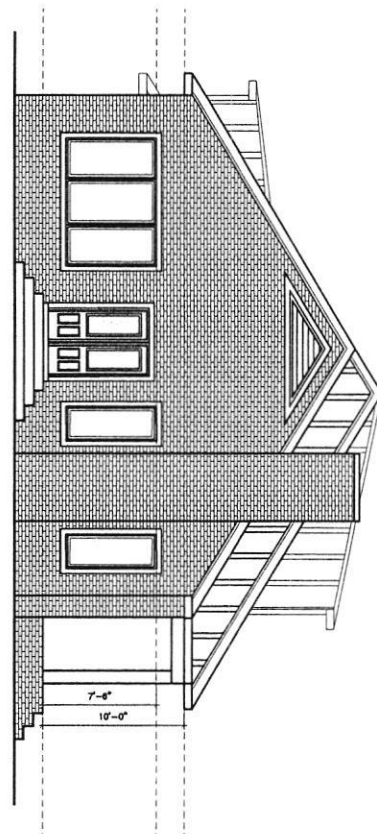
|              |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            |                                                                                                                                                                      |                                        |
|--------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| PROJECT #    | ARCHITECT/OWNER                                             | PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5710 GAINESVILLE ST                                        | ATLCAD<br>Architectural Services Group<br>1050 Crown Pointe Pkwy, Suite 500<br>Dunwoody GA 30338<br>Telephone: 678.481.7591<br>architecture@atlcad.com<br>ATLCAD.COM | ATLCAD<br>Architectural Services Group |
|              | REVISION DATE:<br>07-21-22<br>DRAW BY: AB<br>REVISED BY: HC |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ADDRESS:<br>570 GAINESVILLE ST.<br>FLOWERY BRANCH GA 30542 |                                                                                                                                                                      |                                        |
| SHEET:<br>A7 | FRONT & REAR<br>ELEVATIONS                                  | <p>ATLCAD Architectural Services assumes no liability for any home constructed from this plan. It is the responsibility of the purchaser of this plan to perform the following before beginning construction:</p> <ol style="list-style-type: none"> <li>1. Contractor must verify compliance with all local building codes in the area where the home is to be constructed.</li> <li>2. Plans indicate location and Architectural design only; engineering aspects should incorporate actual site conditions.</li> </ol> <p>Caution must be exercised in making modifications to this plan. Only a qualified designer, architect, contractor, or structural engineer should attempt modifications. Minor changes in one area of the house could lead to major problems in another area.</p> <p>This plan is the property of ATLCAD Architectural Services and may not be used or reproduced without their permission.</p> |                                                            |                                                                                                                                                                      |                                        |

RELEASED FOR CONSTRUCTION

RIGHT ELEVATION  
SCALE 1/8"=1'-0"



LEFT ELEVATION  
SCALE 1/8"=1'-0"



|                 |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                  |                                                                                                                        |                                        |
|-----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| PROJECT #       | SHEET<br>A8 | ARCHITECT/OWNER<br>REVISION DATE: 07-21-22<br>DRAW BY: AB<br>REVISED BY: HC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ATLCAD Architectural Services Group<br>1050 Crown Pointe Pkwy, Suite 500<br>Dunwoody GA 30338<br>Telephone: 678.481.7591<br>architecture@atlcad.com<br>ATLCAD.COM<br>© COPYRIGHT 2007-2022 / ALL RIGHTS RESERVED | PROJECT: 5710 GAINESVILLE ST                                                                                           | ATLCAD<br>Architectural Services Group |
|                 |             | ADDRESS: 570 GAINESVILLE ST.<br>FLOWERY BRANCH GA 30542                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                  | This plan is the property of ATLCAD Architectural Services and may not be used or reproduced without their permission. |                                        |
| SIDE ELEVATIONS |             | ATLCAD Architectural Services assumes no liability for any home constructed from this plan. It is the responsibility of the purchaser of this plan to perform the following before beginning construction:<br>1. Contractor must verify compliance with all local building codes in the area where the home is to be constructed.<br>2. Plans indicate location and architectural design only; engineering aspects should incorporate actual site conditions.<br>Caution must be exercised in making modifications to this plan. Only a qualified designer, architect, contractor, or structural engineer should attempt modifications. Minor changes in one area of the house could lead to major problems in another area. |                                                                                                                                                                                                                  |                                                                                                                        |                                        |



LOCATION MAP : N.T.S.

