



**City of Flowery Branch
City Council Meeting
Thursday, February 04, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intend to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.
[Scanned complete rezoning application packet.pdf](#)
[Combined pdf.pdf](#)
[original layout & TSW suggestions.pdf](#)
[AIM Potential M1 Layout by Rochester.pdf](#)
- Consider variance requests for four properties submitted by Mr. Chris Hill of Hillgrove Homes. Staff is currently working on the ordinances. They will be published when updated.
[Variance Application.pdf](#)
[Variance Staff Report .pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Discussion about Ordinance #2020-623 a rezoning application submitted by Mr. Bret Clark.
[FB McEver Concept & Elevations Compressed.pdf](#)
[Combined Files Bret Clark.pdf](#)
[Staff Report Bret Clark McEver Mixed-Use.pdf](#)
[UPDATED site plan for Feb 4](#)
[Council Questions for Feb 4.pdf](#)
- Stormwater Utility and Impact Fee discussion (Bill Ross, Rich Edinger)
[Impact Fees v stormwater fees.pdf](#)
- Consider approval of New Operations Development Charge
[Operations Fee Charge Technical Memorandum Sept 23 2020.pdf](#)
[20-020 WS Rates Final Ordinance passed 8-20-2020.pdf](#)
[FB Operations Fee TM November 16 2020.pdf.pdf](#)
[Flowery Branch Council Presentation Jan 7 2021 w notes.pdf](#)
[ODC Bill Impact Examples.pdf](#)
[ODC Recommendation from Finance to Council 1-29-2021.pdf](#)
[ODC Bill Impact Examples and Recommendation Slides 2-4-2021.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118

+/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intent to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.

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[Variance Application.pdf](#)

[Variance Staff Report .pdf](#)

- Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

[First Extension American Eagle Mortgage Lease.doc.docx](#)

[Fully Executed Flowery Branch Lease Feb 1, 2020 - Jan 31, 2021.pdf](#)

- Leads on Line Contract

[PD Agenda Request.pdf](#)

[Leads on Line Contract.pdf](#)

- Request to approve and execute CW2020010 GEFA Loan Documents

[EXECUTIVE SUMMARY - Request to approve and sign CW2020010 Loan Documents.pdf](#)

[CW2020010 Award Letter 1-25-2021.pdf](#)

[CW2020010 Loan Documents.pdf](#)

[CW2020010 Promissory Note.pdf](#)

- Events and Information Coordinator Proposal

[Events & Information Coordinator Job Description.pdf](#)

[Events & Information Coordinator - position analysis 1-29-2021.pdf](#)

- Planning Staffing Request

[Comm Dev Staffing Request - Short presentation 2-4-2021.pptx](#)

- Finance Staffing Request

[Finance Staffing Request - Short presentation 2-4-2021.pdf](#)

- Wastewater/Water Staffing Request

[Wastewater Staffing Request - Short presentation 2-4-2021.pdf](#)

- Public Works Staffing Request

[Public Works Staffing Request - Short presentation 2-4-2021.pdf](#)

- Police Department Staffing Request

[PD Staffing Request - Short presentation 2-4-2021.pptx](#)

DEPARTMENT REPORTS:

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Per Diem-Mike Miller
[Mayor Miller Per Diem.pdf](#)
- Consider January 7, 2021 Meeting Minutes
[January 7, 2021 Council Meeting Minutes.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider approval of New Operations Development Charge
[Operations Fee Charge Technical Memorandum Sept 23 2020.pdf](#)
[20-020 WS Rates Final Ordinance passed 8-20-2020.pdf](#)
[FB Operations Fee TM November 16 2020.pdf.pdf](#)
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NEW BUSINESS - VOTING SESSION:

- Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street
[First Extension American Eagle Mortgage Lease.doc.docx](#)
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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: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intend to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not include in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

FACTS AND ISSUES:

Is the area being best served as a residential feeder to downtown or to remaining M-1 with the hopes of an industrial user coming on board? Connectivity issue between the two proposed phases. Can this be corrected by the applicant?

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Applicant has requested the public hearing be tabled until the March 4, 2021 City Council meeting to further investigate the proposed use and layout.

SAMPLE MOTION:

I make a motion to table the public hearing for the proposed rezonings until the March 4th, 2021 City Council meeting.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

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Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

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

Currently a conforming use?

Any conditions of zoning, CUP's, etc.? NA

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

Tax Map Number: parcels (08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Current Zoning: M1 Total Acres: 117.962

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

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

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

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



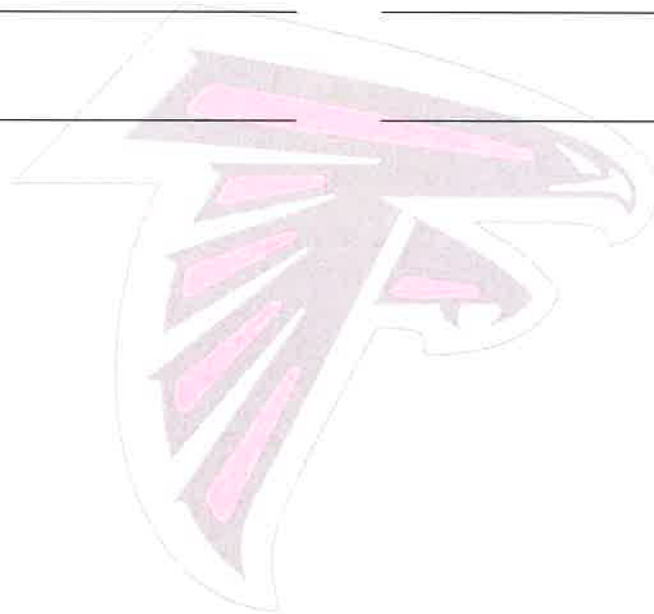
Disclosure of Campaign Contributions

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

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____12/14/2020_____

Address of Request:

____Mulberry Street_____

Tax Map # ____Multiple parcels_____ Current Zoning: _M1_____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
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). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - 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? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19,305 / 27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14,250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23,512 / 27 = 870 \text{ cubic yards}$
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



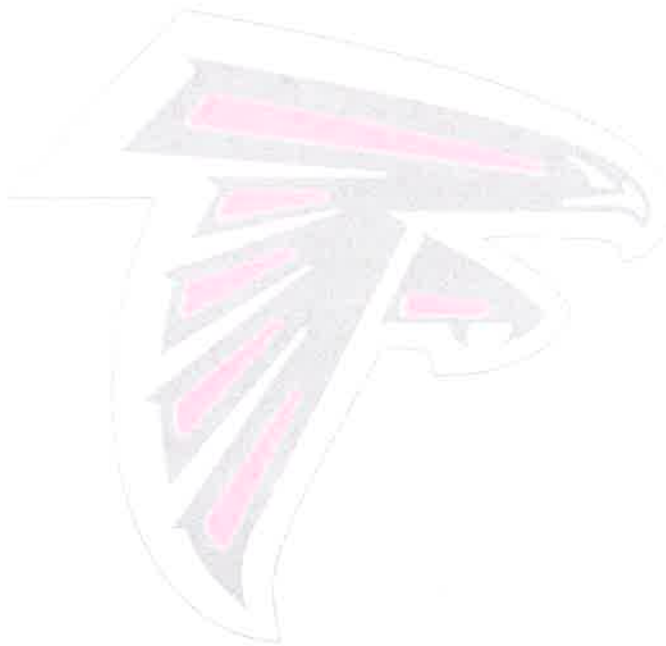
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
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



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(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. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(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. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(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. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(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. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

(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. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(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. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(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 Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;

THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;

THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;

THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;

THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;

THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;

THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;

THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;

THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;

THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;

THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;

THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;

THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;

THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;

THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;

THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;

THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;

THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;

THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;

THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;

THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;

THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;

THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;

THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;

THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;

THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;

THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;

THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;

THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;

THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;

THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;

THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
 THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
 THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
 THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
 THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
 THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
 THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
 THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
 THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
 THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
 THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
 THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
 THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
 THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
 THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
 THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
 THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
 THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
 THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
 THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
 THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
 THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
 THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE YOU EXPECT AND THE SERVICE YOU DESERVE**

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

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Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21





Stark Properties
Mulberry Park/Flowery Branch Townhomes
"C" Elevation

1X6 Fascia
 1X4 Frieze
 1x4 Trim
 1x6 Header
 1X8 Band



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21





1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.22.21



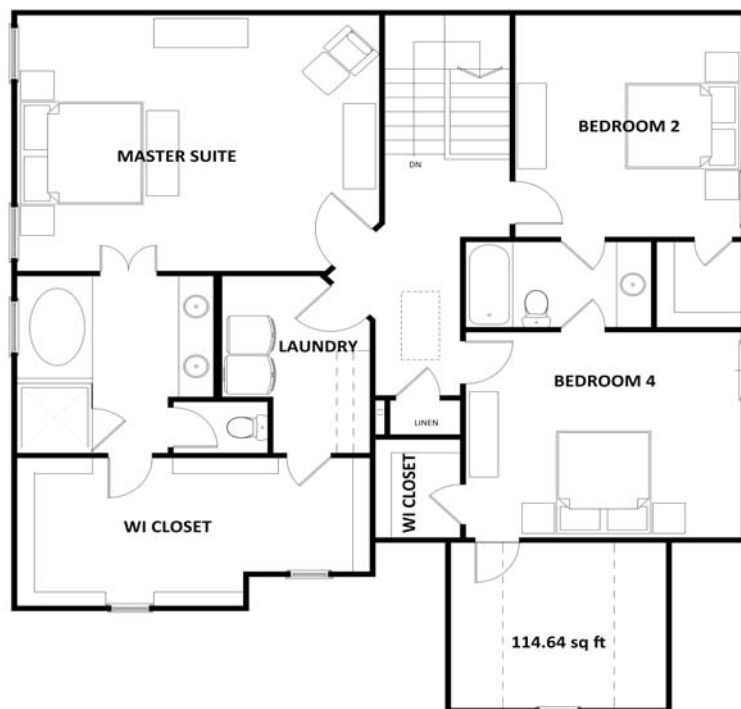
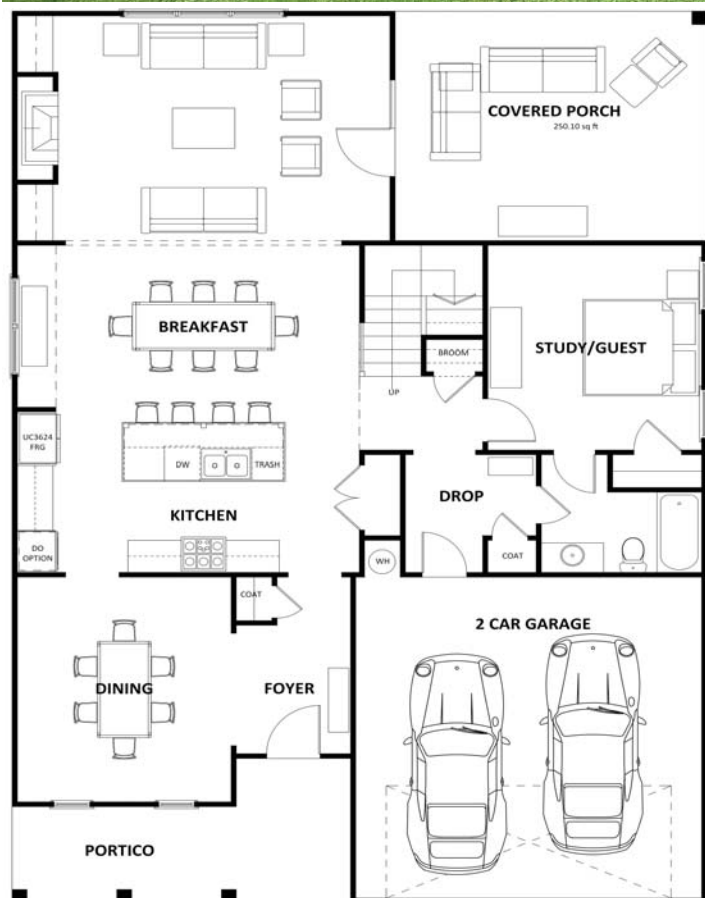
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, unit plan / floor plan changes, etc.).
 ©2021 gmdesigngroup of ga, inc.



1x6 Fascia
1x4 Frieze
1x4 Trim
1x6 Header
1x8 Band

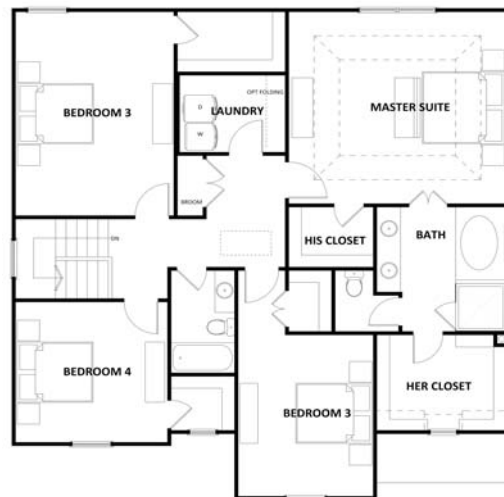
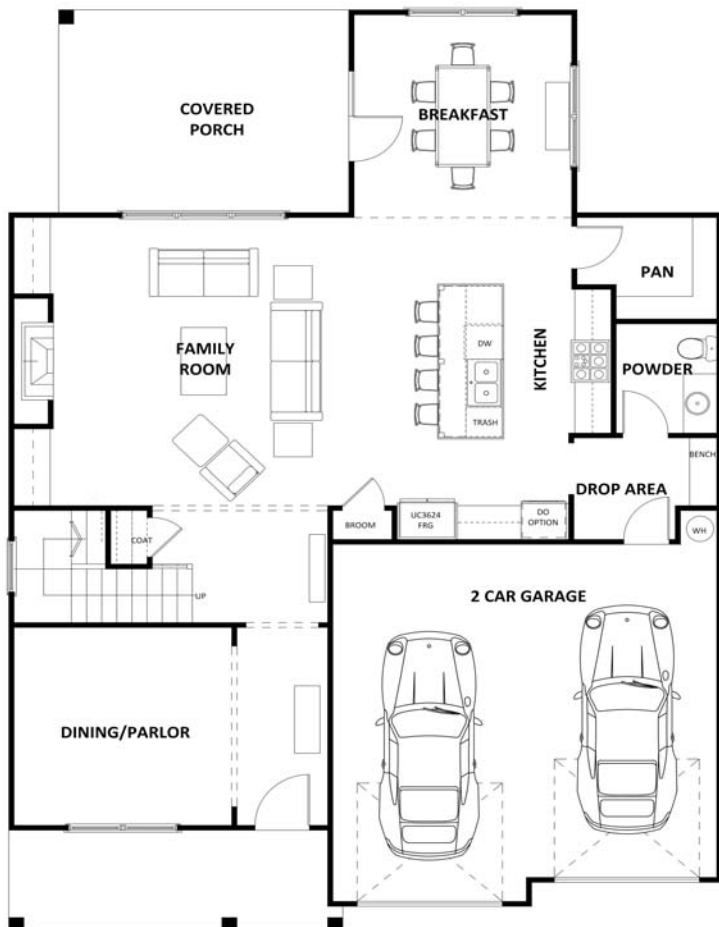
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414





"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414





"A"

COVERED
PORCH

"B"

COVERED
PORCH

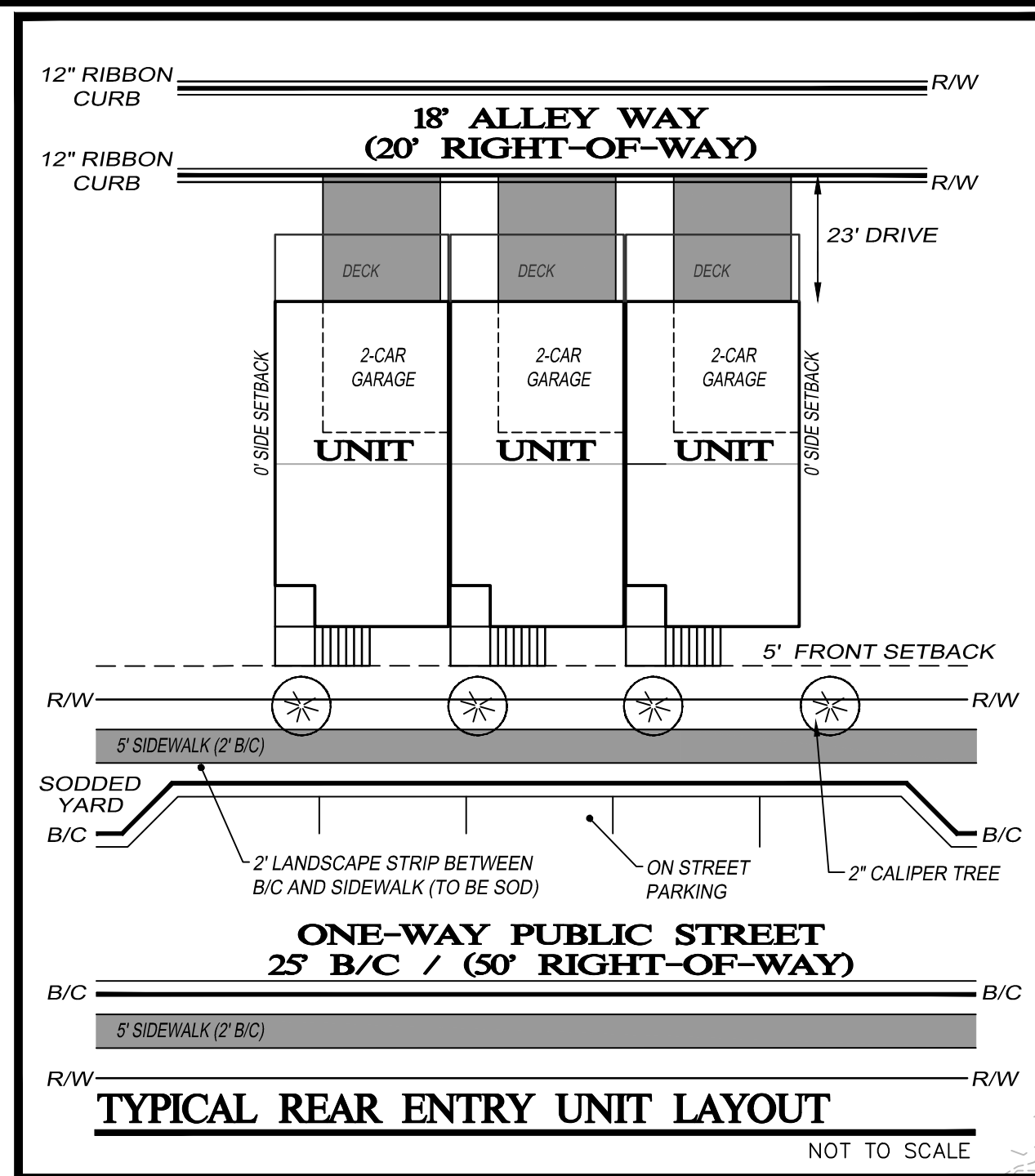
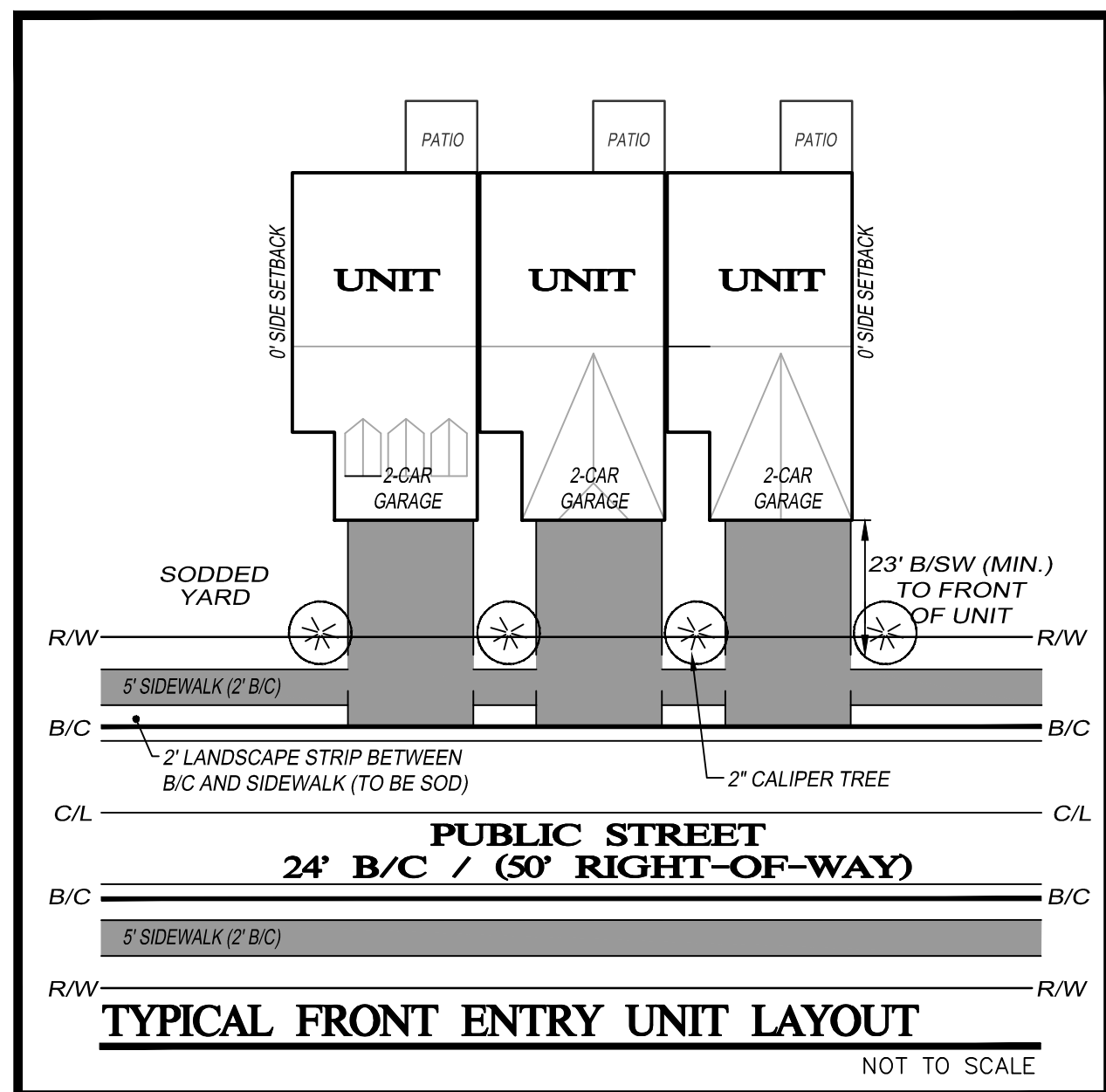


For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414



DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT
24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C
COMMON AREA

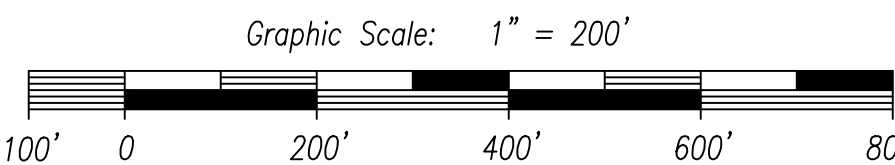
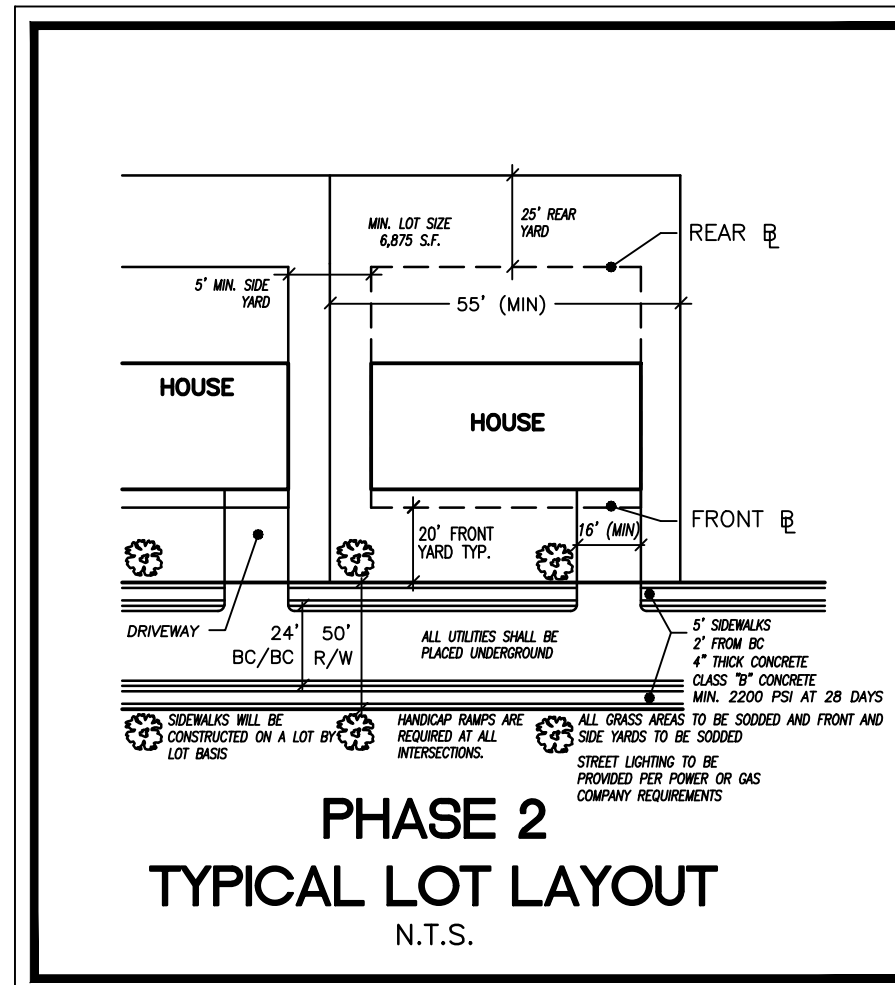
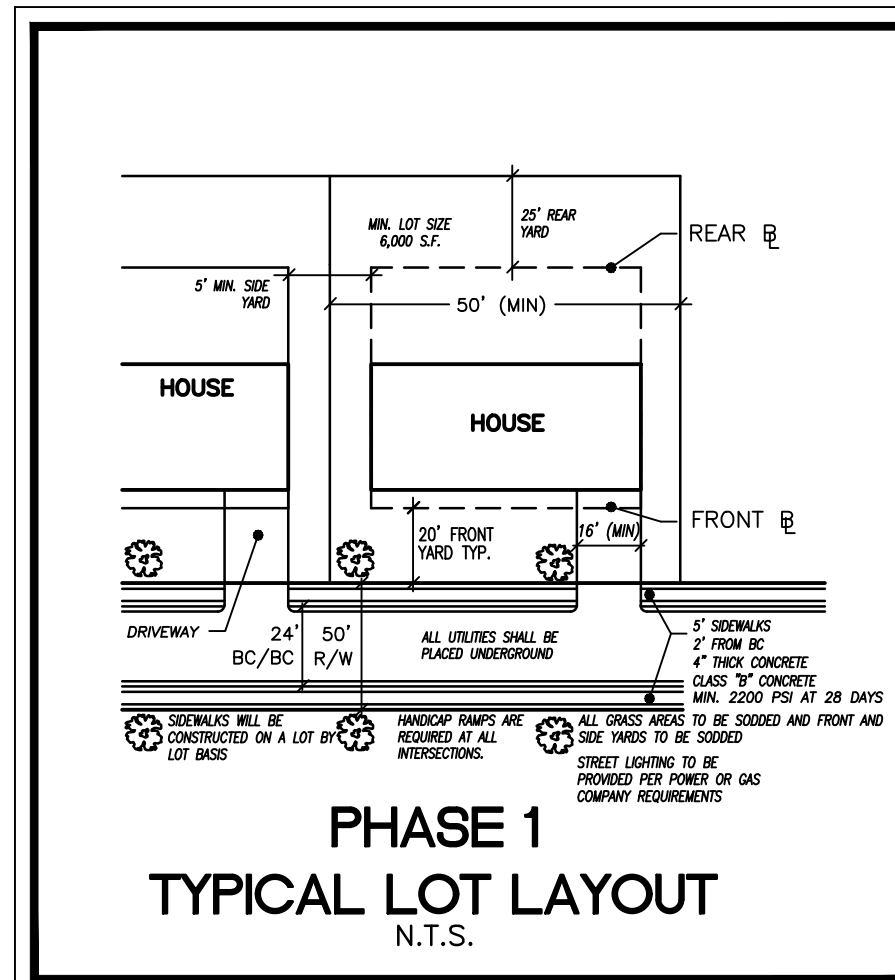
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

CONCEPTUAL LAND PLAN

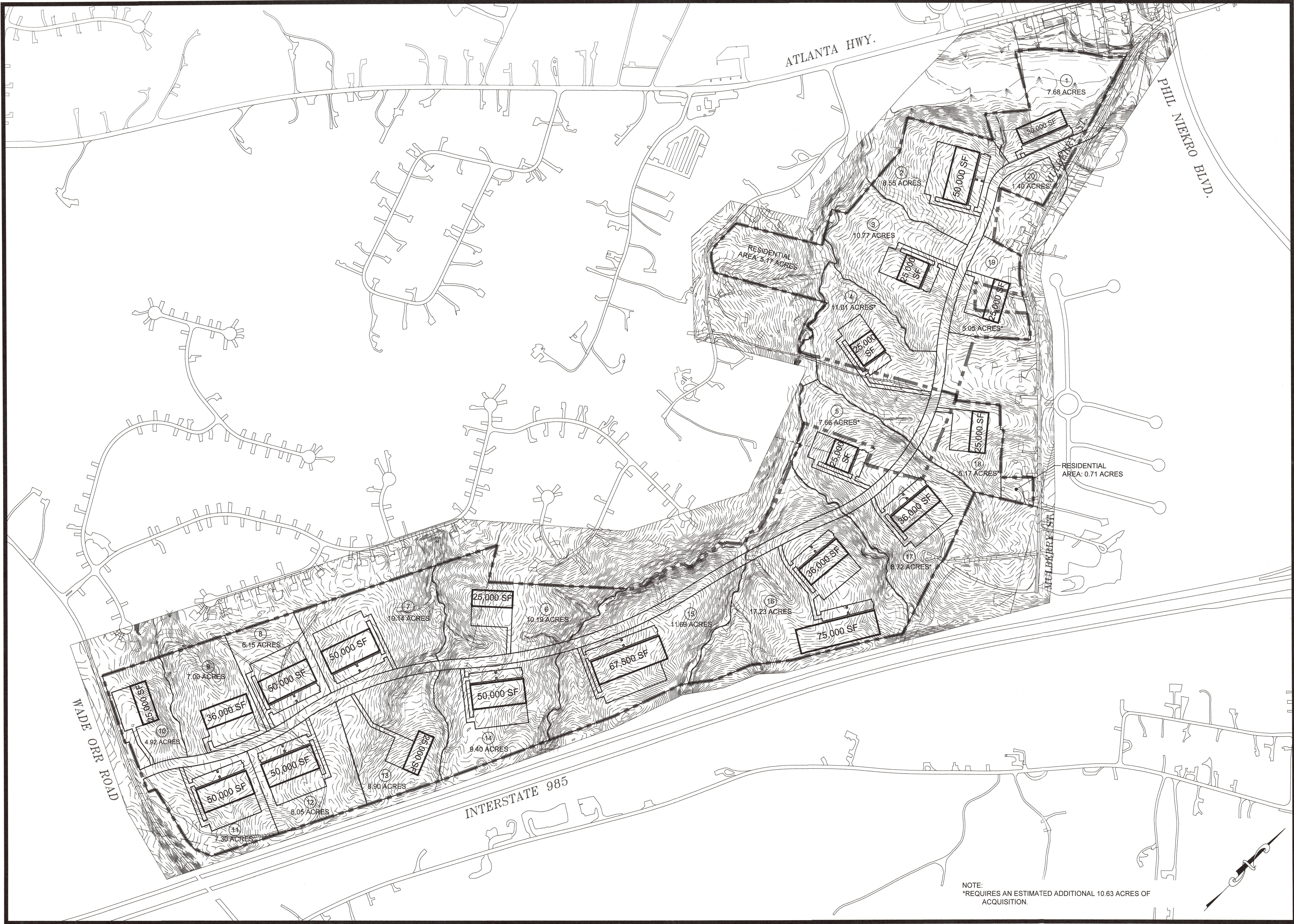
PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE					
REVISION					
No.	1	2	3	4	5

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
12/02/20 DATE	20-085 PROJECT No.



NOTE:
*REQUIRES AN ESTIMATED ADDITIONAL 10.63 ACRES OF ACQUISITION.

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
FOR

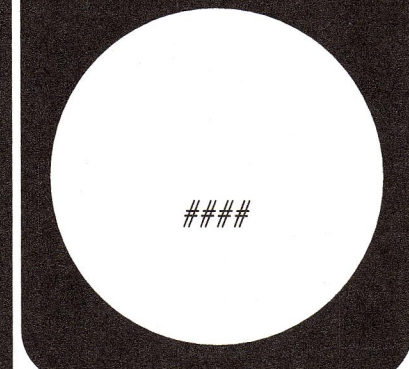
ADVENTURES IN MISSIONS

LAND LOTS 116, 117, & 134
DISTRICT 1, CITY OF GAINESVILLE
8th DISTRICT, CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT HEREON AND ANY LIABILITY ASSOCIATED WITH SUCH CHANGES OR ALTERATIONS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
125' 0' 250' 500'



SHEET
1
OF
1

DATE: 1.17.2019
JOB NO.
SCALE: 1"=250'
DWG NO.
DRAWN BY: MDS



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider variance requests for four properties submitted by Mr. Chris Hill of Hillgrove Homes. Staff is currently working on the ordinances. They will be published when updated.

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
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 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.

FACTS AND ISSUES:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Variances form the Flowery Branch Zoning Ordinance Article 6. Table 6.2

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.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve first read.

SAMPLE MOTION:

I make a motion to approve ordinance 20-625.

I make a motion to approve ordinance 20-626.

I make a motion to approve ordinance 20-627.

I make a motion to approve ordinance 20-628.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Variance Application.pdf](#)
- [Variance Staff Report .pdf](#)



VARIANCE APPLICATION

Address of Request:

6043, 6041, 6040 Morrow Drive + 6026 Lights Ferry Road

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:

Morrow Subdivision Plat Book 10 Page 154

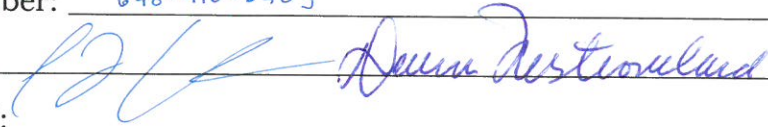
- ① Reduction in Minimum Required Lot size from 15,000 S.F. to 7,000 S.F.
- ② Reduction in Minimum Required Lot width from 75' + 50'
- ③ Reduction in Required side setback from 10' to 5'

Applicant: Hillgrove Homes LLC

Address: 5512 Main Street, Flowery Branch GA 30542

E-mail address: Chris@hillgrovehomes.com

Phone number: 678-410-2705

Signature: 

Notary Seal:



Dawn Westmoreland
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
December 19, 2024



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

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)



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





**Variance Request(s)
Staff Report
February 4, 2021**

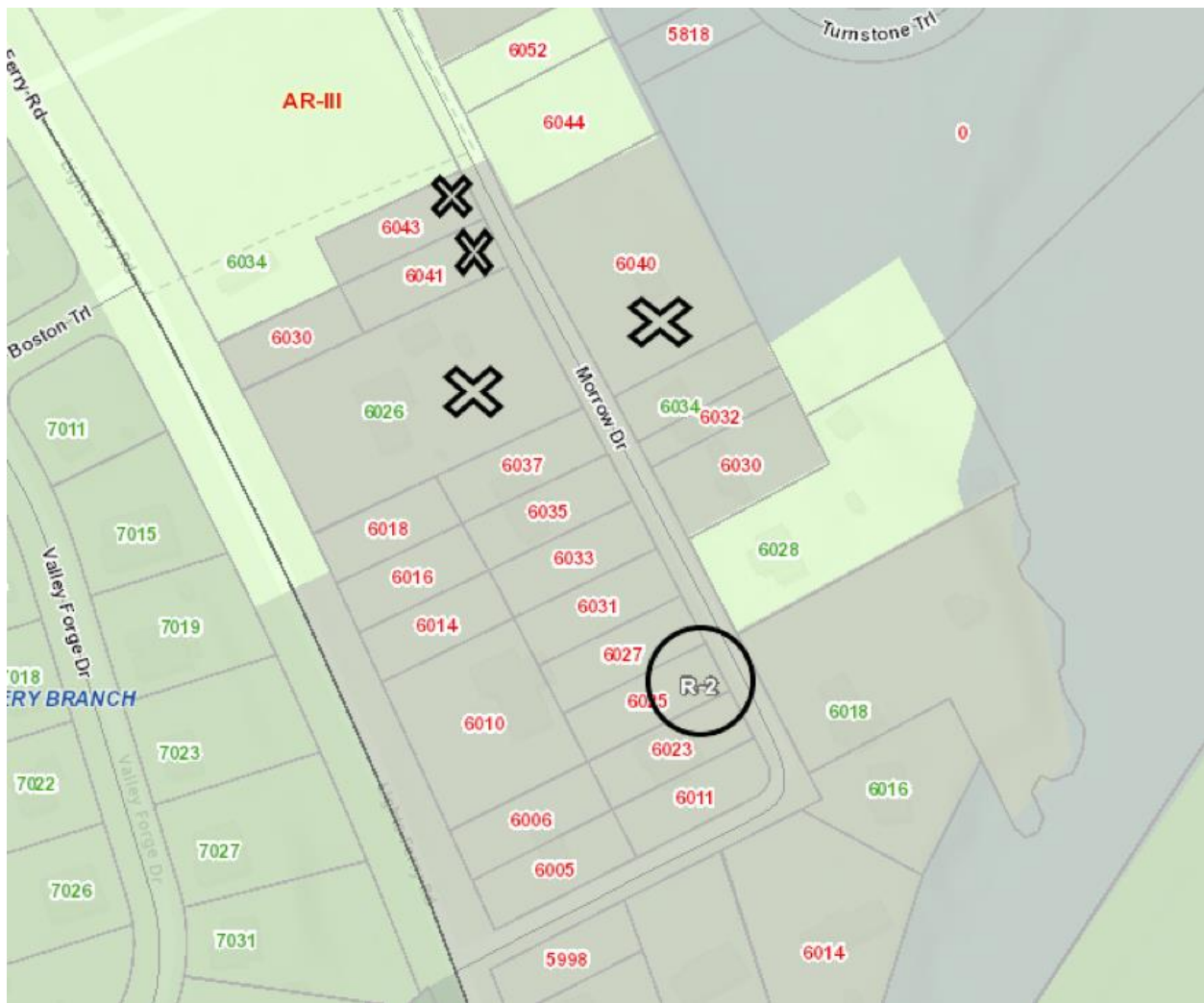
Variance Ordinance #'s 20-625, 626, 627, & 628

Applicant: Chris Hill, Hillgrove Homes, LLC.

Request: Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive

Subject Properties per GIS:





The four 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

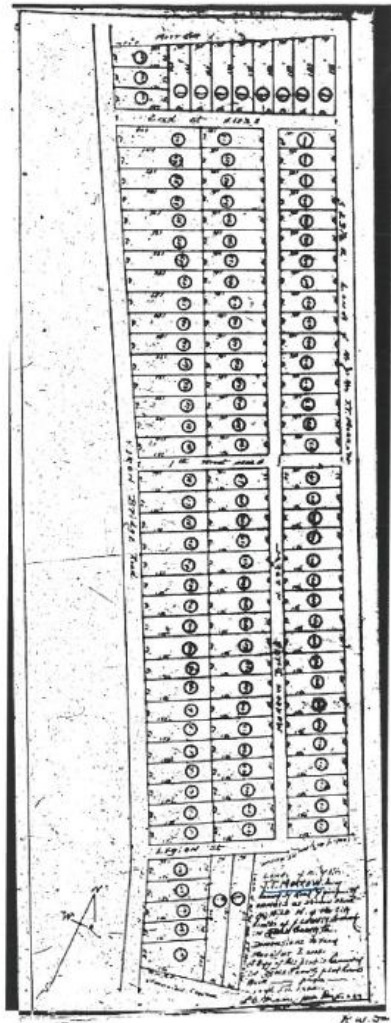
Variance requests are for each parcel. The requests are as follows:

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.



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 shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached as Exhibit "A".





Exhibit "A"



Heritage
GROUP HOMES

MAPLE RIDGE

4 Bedrooms/2.5 Baths
2007 sq. ft.



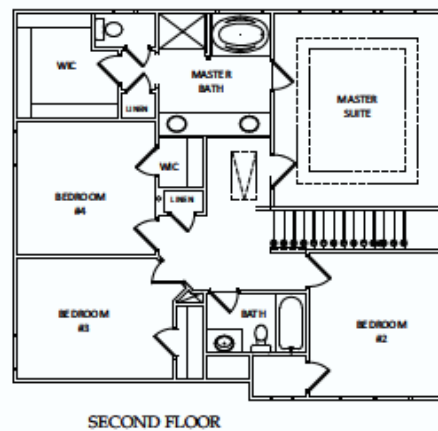
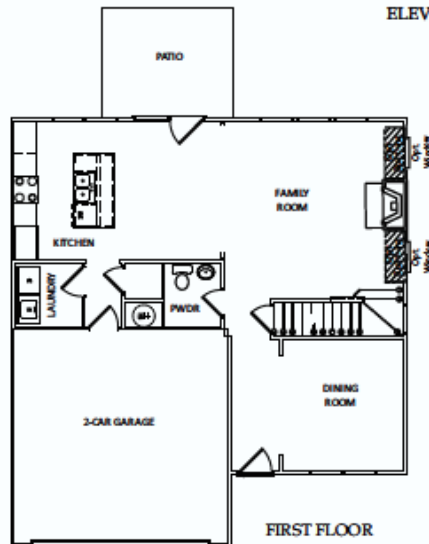
ELEVATION A



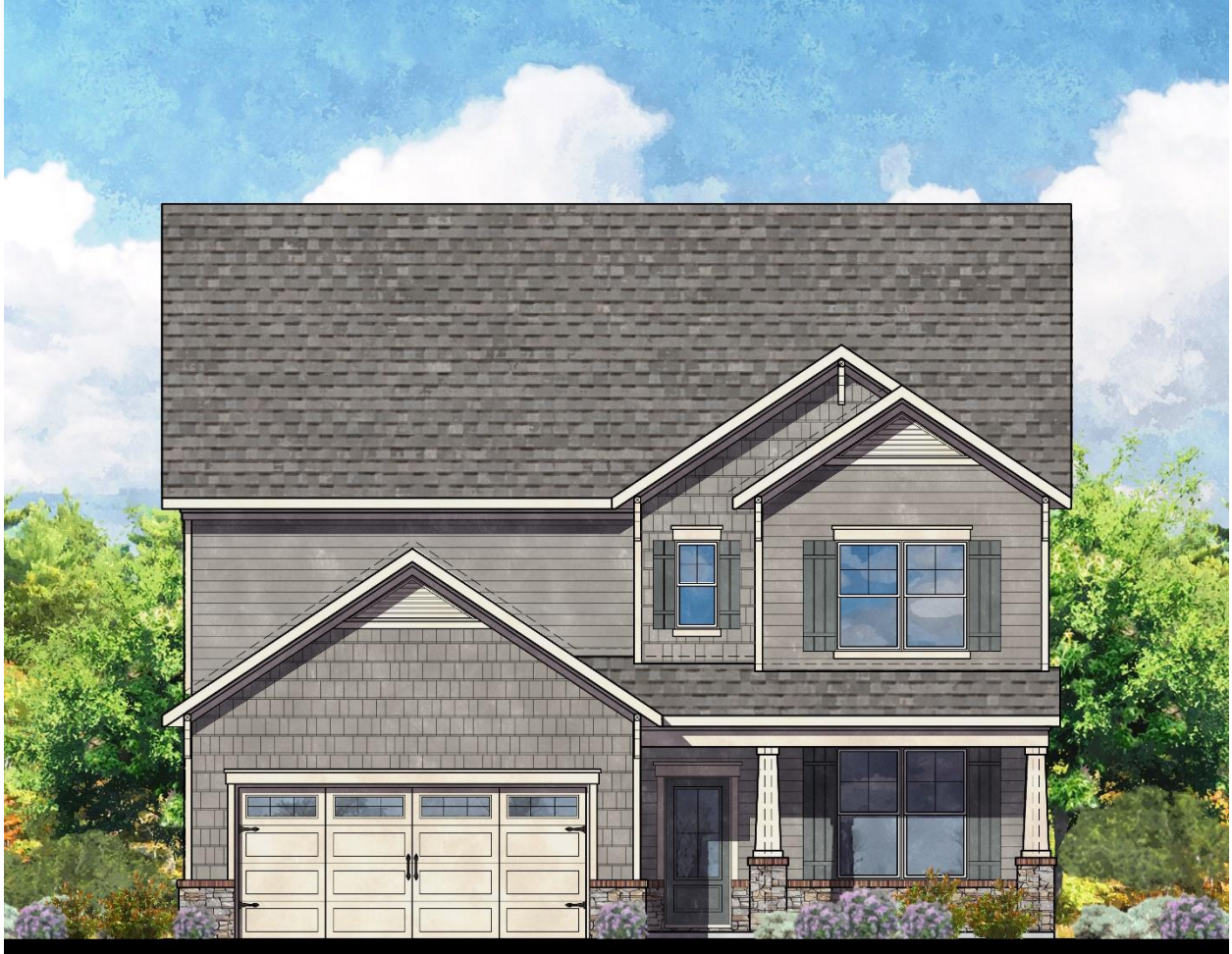
ELEVATION B



ELEVATION C



*All information is believed to be accurate but is not guaranteed and subject to change without notice.







Cottages @
Lights Ferry



Front Elevation A



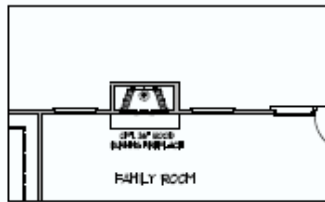
Front Elevation B



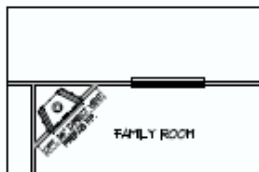
Front Elevation C



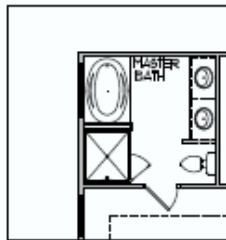
THE SAXTON @ Candler Park



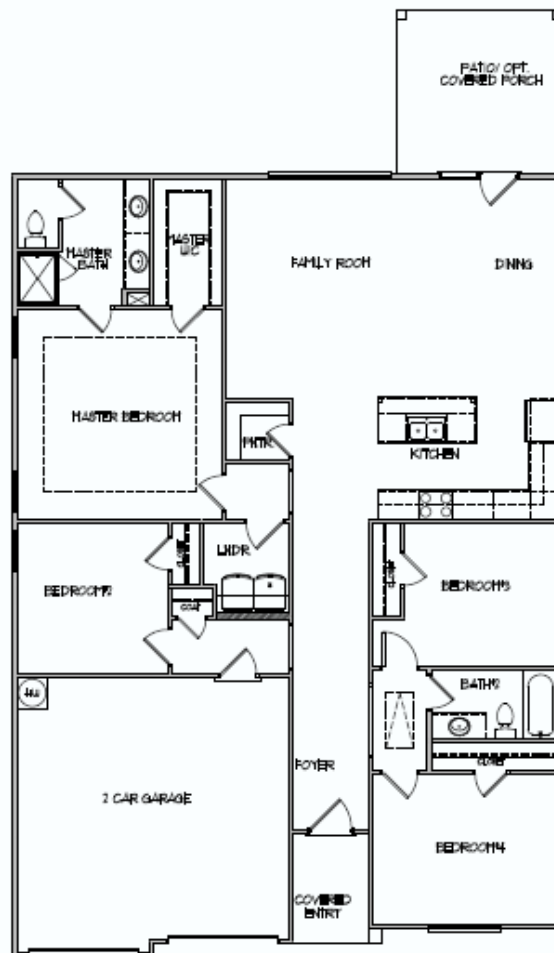
Opt. Wood Burning
Fireplace



Opt. Corner Fireplace



Master Bath Opt.



Main Level







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Discussion about Ordinance #2020-623 a rezoning application submitted by Mr. Bret Clark.

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

Mr. Bret Clark (who was approved and is currently working on the McEver self-storage project) has submitted an application to rezone 5519 McEver Road from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) with the intent to construct a townhome/commercial mixed-use project. The parcel is approximately 11.34 acres and is currently vacant.

Additional information has been provided by Mr. Clark for work session discussion.

FACTS AND ISSUES:

Mr. Clark and staff are working through the proposed design and layout. Attached please see Mr. Clark's original proposal (Combined Bret Clark Files) and a proposed alternate design that Mr. Adam Williams of TSW did for the City (FB McEver Concept and Elevations). Mr. Clark was pleased with the TSW proposal and is working with his engineer to see if it will work with the topography.

Staff is in full support of the project and is confident a final design will be agreed upon prior to the final read and vote of this ordinance.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Discussion only

SAMPLE MOTION:

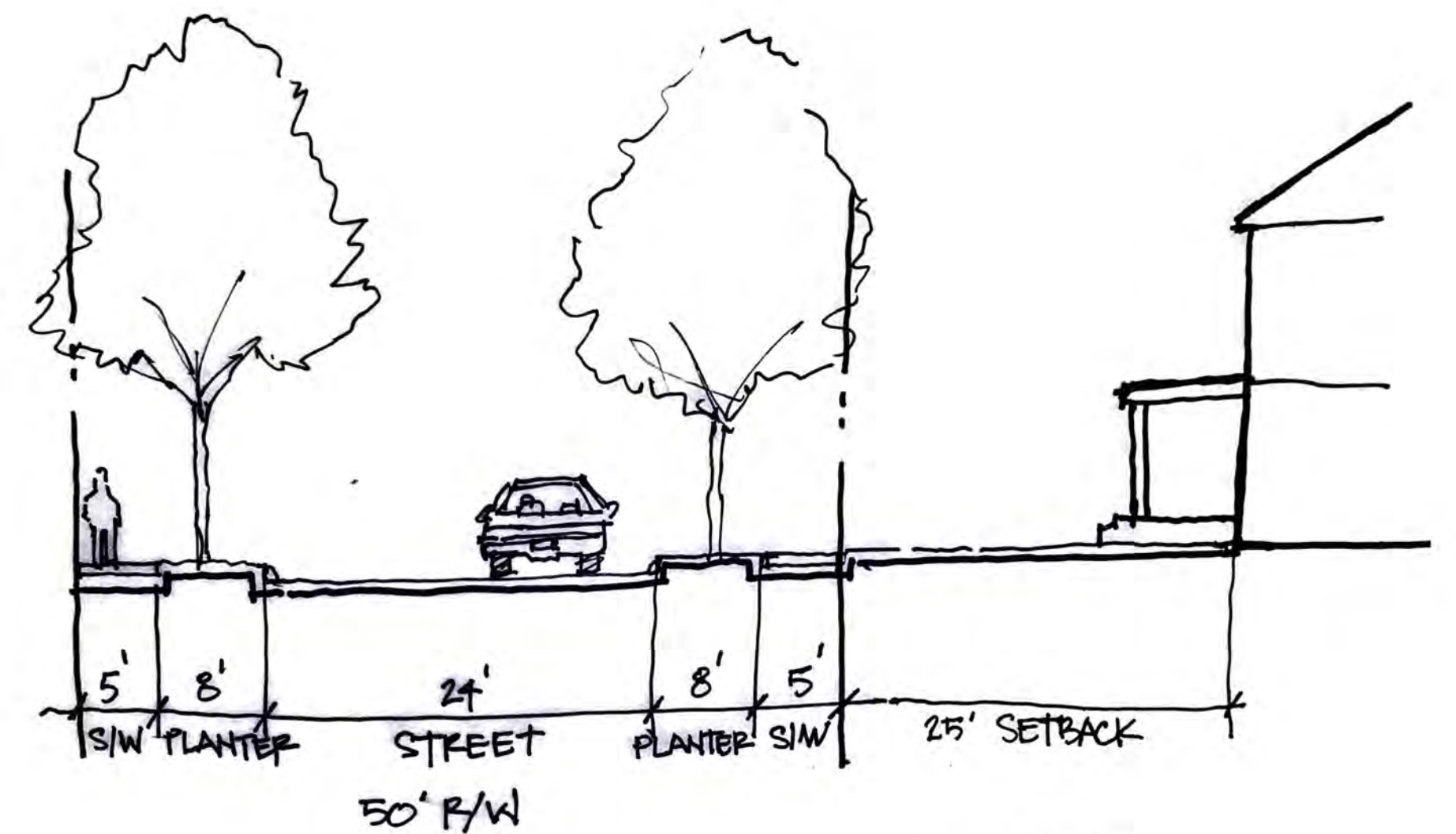
No vote at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

ATTACHMENTS

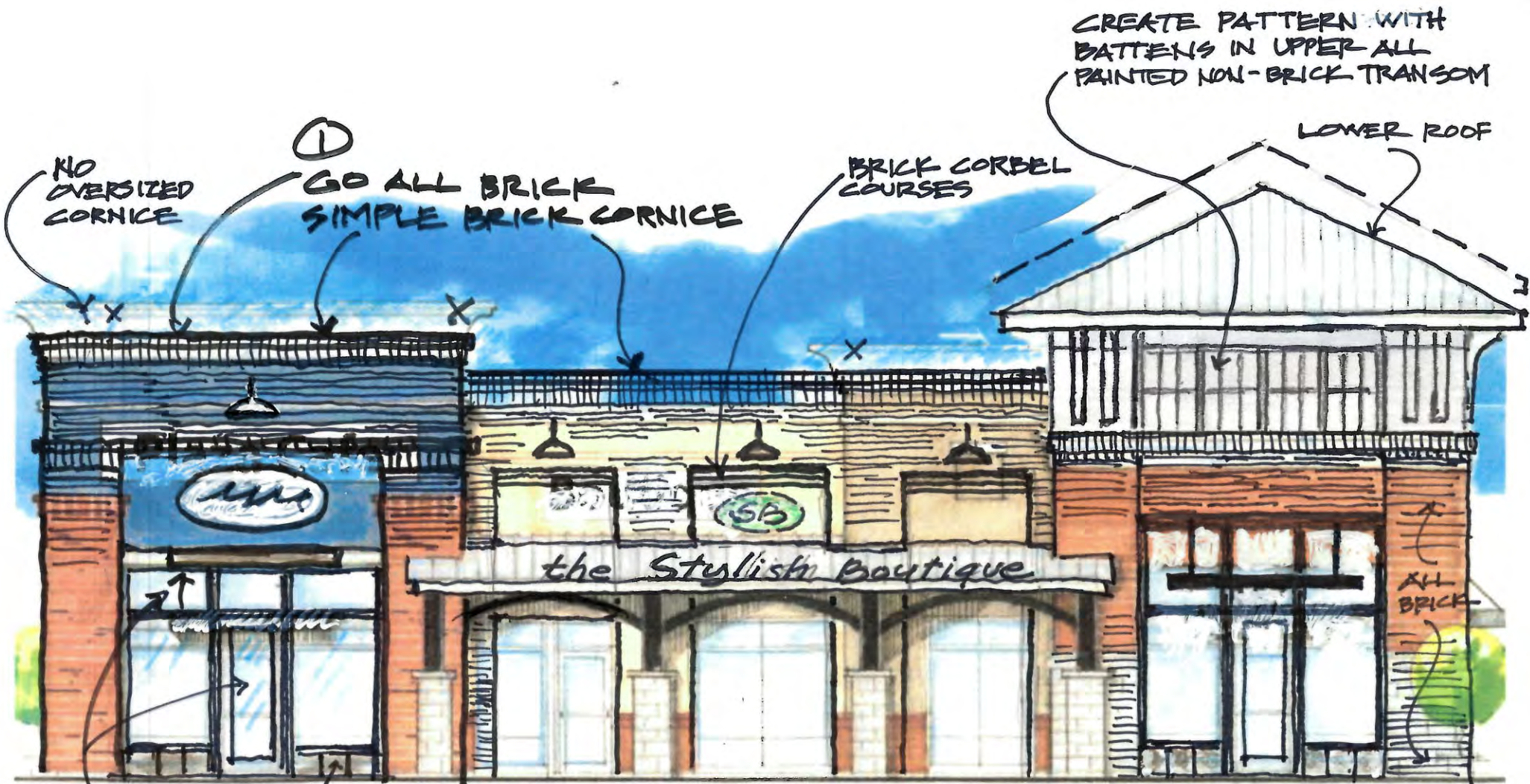
- [FB McEver Concept & Elevations Compressed.pdf](#)
- [Combined Files Bret Clark.pdf](#)
- [Staff Report Bret Clark McEver Mixed-Use.pdf](#)
- [UPDATED site plan for Feb 4](#)
- [Council Questions for Feb 4.pdf](#)



0' 30' 60' 180'



retail C front elevatic⁶⁹



②
RAISE CANOPY;
USE 8' DOOR

18-20" HIGH
WINDOW "BASE"

TSW SUGGESTIONS retail C front elevation

J. SPANGLER AIA
TSW

GENERAL COMMENTS: 12/17/2020

1. TOO BUSY - GO WITH 3 VOLUMES INSTEAD OF 4
2. GO MOSTLY BRICK FOR NON-GLASS AREAS
3. TRY FOR TALLER DOORS & WINDOWS AS SHOWN
4. USE GOOSE NECK INDUSTRIAL LIGHTS AS SHOWN





TH #1

1. GO WITH 100% WALL SHAKES INSTEAD OF MIXING SHAKES & HORIZ. SIDING
2. FIND WAY TO RAISE MAIN ROOF RIDGE

TH #2

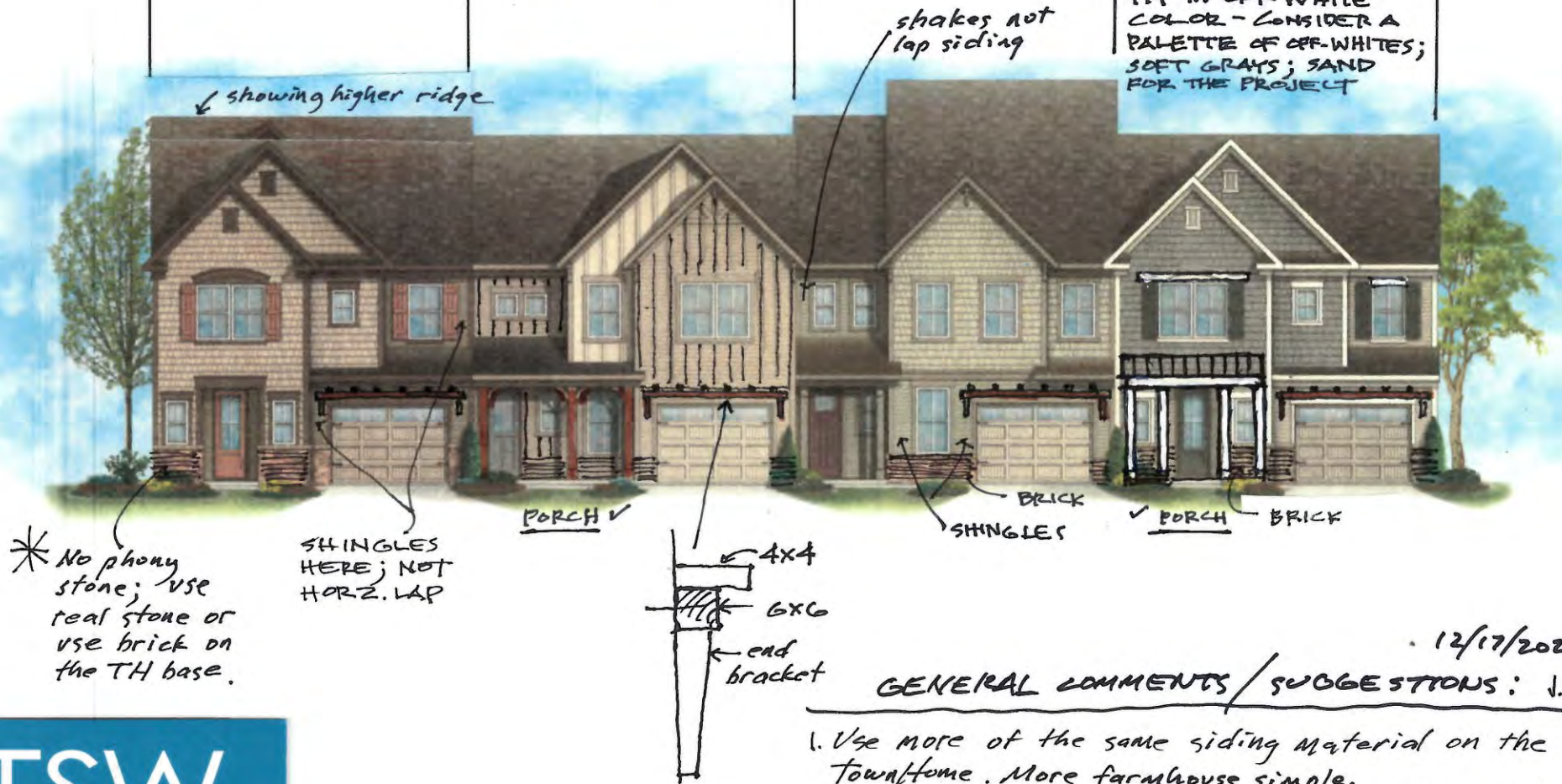
1. GO 100% BOARD & BATTEN
2. ADD BRICK OR REAL STONE "BASE".
3. COLOR CHANGES ON THE DIFFERENT VOLUMES OK.

TH #3

1. GO WITH MOSTLY WALL SHAKES
2. CREATE EYEBROW DETAIL OVER GARAGE DOOR

TH #4

1. STICK WITH FLAT WDW HEAD TRIM ON ALL WINDOWS.
2. CONSIDER SMALL 3-BAY PORCH TO ADD VARIETY
3. SEE TSW PHOTO OF OUR TRADITIONAL TH IN OFF WHITE COLOR - CONSIDER A PALETTE OF OFF-WHITES; SOFT GRAYS; SAND FOR THE PROJECT



12/17/2020
GENERAL COMMENTS / SUGGESTIONS: J. Spangler

1. Use more of the same siding material on the Townhome. More farmhouse simple.
2. Your woodland colors look good & work well together. But maybe consider a palette of off whites; grays; ^{as a} fresh look.
3. Consider use of the garage eyebrow detail on all 4 THs as an element of continuity.





City of Flowery Branch Planning and Community Development
5410 Pine Street
Flowery Branch, GA 30542

October 29, 2020

RE: Rezoning request of 5519 McEver Road (TP 08099 000007)

To Whom It May Concern:

Ridgeline Land Planning, Inc. is requesting to rezone 11.338 acres located at 5519 McEver Road from A (Agriculture) to HB and R-3 as shown on the included site plan. The proposed rezoning is to allow development of a mixed-use community consisting of 68 single-family attached townhomes and 35,100 square feet of Neighborhood Commercial space. Site densities are 7.69 units per acre for the residential portion and 0.32 FAR for the commercial area. Residential exterior materials will consist of brick, stone, and cementitious siding. The Commercial materials will match or compliment the residential materials to create a cohesive community design. Residential building height will be a maximum of 35 feet. Commercial building heights will not exceed 40 feet in height.

The subject property lies within the Neighborhood Commercial character area designated in the Comprehensive Plan. Major features of the Neighborhood Commercial character area are "Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods". By providing single family attached townhomes to the rear of the subject a walkable mixed-use neighborhood will be created that is consistent with the intent of the comprehensive plan.

Constitutional Objections

Facially and as applied to the Property, the specific portions of the City of Flowery Branch Comprehensive Plan and zoning ordinance which restrict the Property to any zoning classification, conditions, uses, or to any development other than those proposed by the Applicant are unconstitutional because they would abolish or damage the Applicant's property rights without paying adequate, fair, and just compensation for such rights, in violation of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Facially and as applied to the Property, the application of the City of Flowery Branch ordinances or Comprehensive Plan which restrict the Property to any zoning classification, conditions, uses, or to any development other than the proposed by the Applicant is unconstitutional, illegal, null, and void, constituting a taking and/or damaging of Applicant's Property by denying Applicant all

economically viable use of its land while not substantially advancing legitimate state interests in violation of the United States Constitution's Just Compensation Clause of the Fifth Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment and the Constitution of the State of Georgia of 1983.

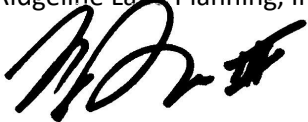
The denial of this application would be an arbitrary and capricious act by the City of Flowery Branch without any rational basis, thus constituting an abuse of discretion in violation of the Constitution of the State of Georgia of 1983 and Due Process Clauses of the Fourteenth Amendment to the United States Constitution.

A refusal by the City of Flowery Branch to approve this application for the Property would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

The applicant and stakeholders respectfully request approval of this application and welcome the opportunity to meet with The City of Flowery Branch Planning and Community Development staff, Planning Commission, and Mayor and Council to discuss any questions or concerns regarding the application.

Respectfully,

Ridgeline Land Planning, Inc.

A handwritten signature in black ink, appearing to read 'Holt Persinger', with a stylized flourish at the end.

Holt Persinger, RLA



Zoning Analysis – 5519 McEver road

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed use is compatible with the surrounding development

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

The proposed community will be compatible with the adjacent commercial and residential uses.

(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.

The current agricultural use is not economically viable in relation to the surrounding development.

(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.

The proposed development would not create an excessive burden on existing infrastructure.

(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.

The proposal is in conformance with the comprehensive plan and proposed character area.

(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.

The development of the surrounding area supports the proposal as growth continues along the McEver Road corridor.

(g) Existing use(s) and zoning of the subject property and nearby properties.

Properties North of the subject across McEver Road are zoned NS and are currently under commercial uses. The property to the East across Gainesville street is developed as a residential community.

(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.

The existing agriculture zoning is not economically viable considering the existing surrounding development.

(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.

Adjacent properties are mostly developed with compatible uses.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

The proposal will not create an isolated or unrelated district. The proposed commercial and residential uses blend with the existing commercial and residential at the intersection of McEver Road and Gainesville Street.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.

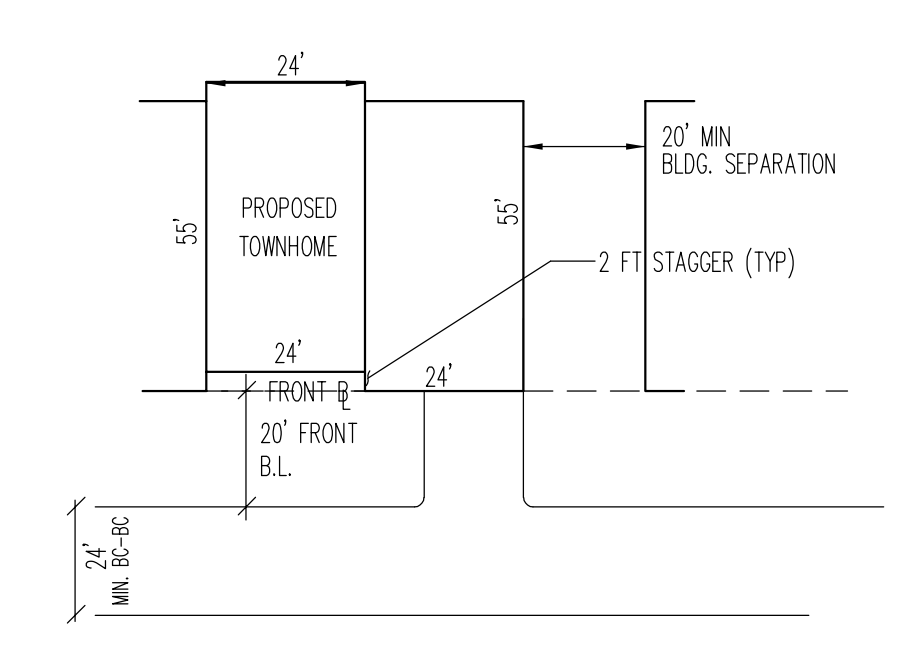
The proposal is in keeping with the current uses and character of the area.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

All NPDES guidelines will be implemented during and after development to minimize environmental impacts.

(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 proposal conforms to the character area designated in the Comprehensive plan.



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

PARCEL #2
1.5 ACRE2
22,200 SQFT 0.34 FAR
51 PARKING SPACES PROVIDED

DESIGNED BY: HHP	SCALE 1"=60'
DRAWN BY: HHP	Z-2
CHECKED BY: HHP	
DATE: 1/28/2020	SHEET JOB NO.:



Applicant: Bret Clark

Property Owner: McEver Road, LLC.

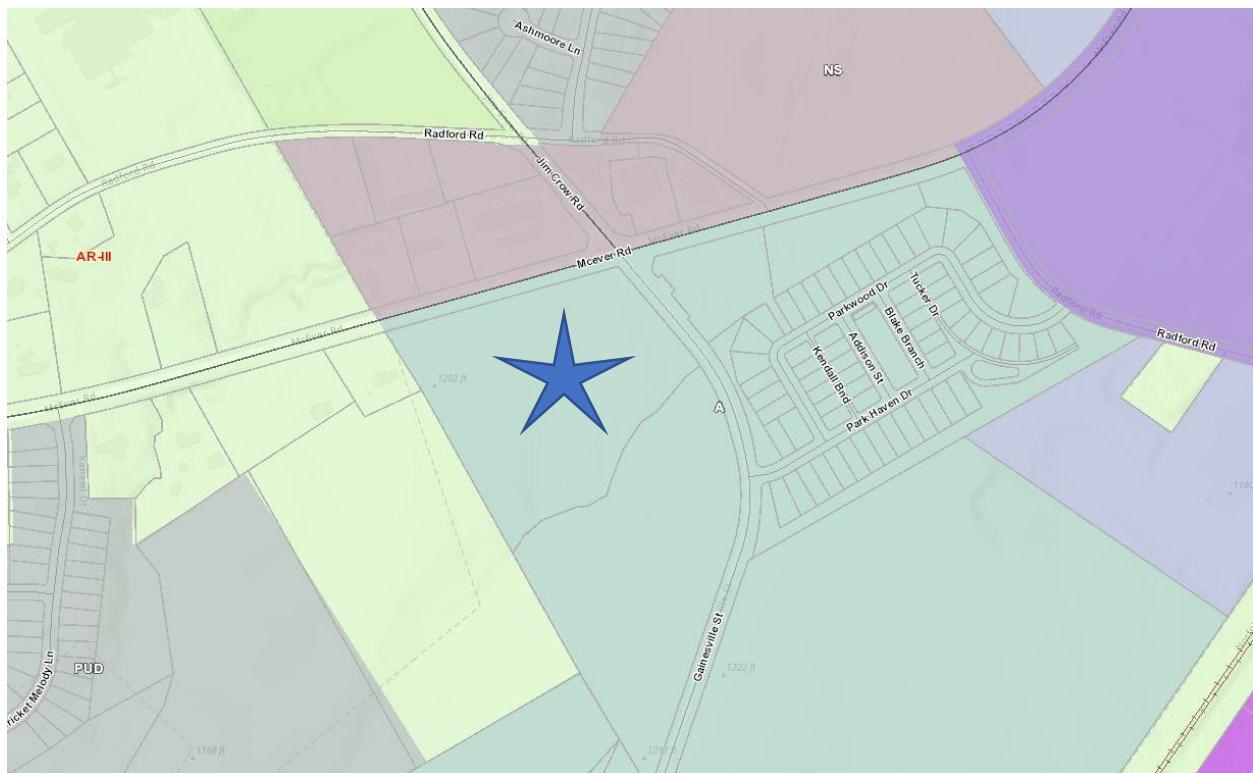
Subject Property: 5519 McEver Road; 08099 000007; 11.34+/- acres

Request: Rezone from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) proposal is to construct a mixed-use development of townhomes and commercial outparcels

Current Use: Vacant

Character Area: Neighborhood Commercial

5519 McEver Road; currently zoned A (Agriculture):





Neighborhood Commercial

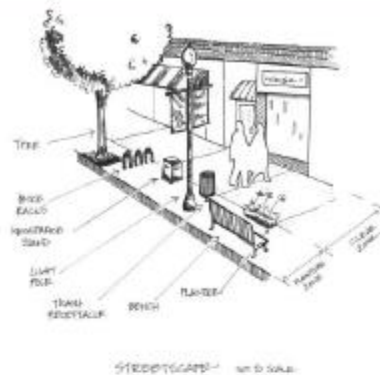
VISION: Attractive, non-auto related neighborhood businesses and services, with distinctive architectural features and a scale compatible with pedestrians and connected to adjacent residential neighborhoods.

USES AND INTENSITIES: Neighborhood-serving commercial intensities are within a range of approximately 10,000 to 15,000 square feet of building space per acre. Business establishments do not generally exceed 25,000 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods.

MAJOR FEATURES: Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods, but uses are mostly reliant on the automobile for access. Nonetheless, buildings and developments are scaled to be compatible with and promote pedestrian activity. Open space is limited to suburban plazas or small open spaces. Three-story height limit. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

REGULATIONS: This character area will be implemented with a neighborhood commercial zoning district. Design guidelines will be provided, and neighborhood commercial projects will be required to complete design review. Minimum 15 percent of the lot is open space or landscaped.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, employment options, transportation alternatives, sense of place.



Jeffery Wertz & Associates, Inc.
Planning & Development Consultants

Illustrative Pedestrian Features



Outdoor Seating and Attractive Lighting



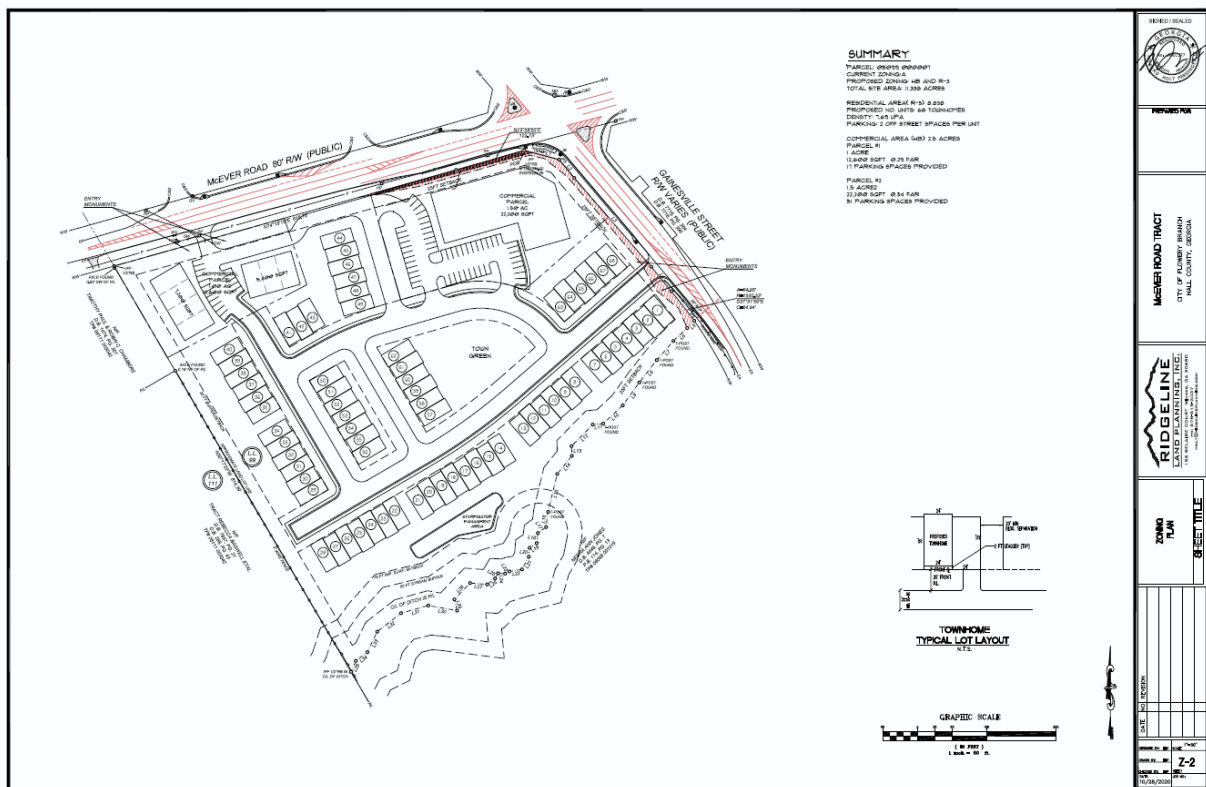
Quality, Compatible Architectural Design Including Signage



The Comprehensive Plan designates this parcel as a Neighborhood Commercial character area. The project includes a commercial component that meets the intent of this character area but adds a townhome component. Staff feels under the current economic climate and the state of retail/commercial building it is unrealistic to envision an 11-acre small scale commercial project on this site. This property is a gateway to our downtown and adding a mixed-use project to this corner will help the continued development of downtown while providing services to the McEver Road corridor.

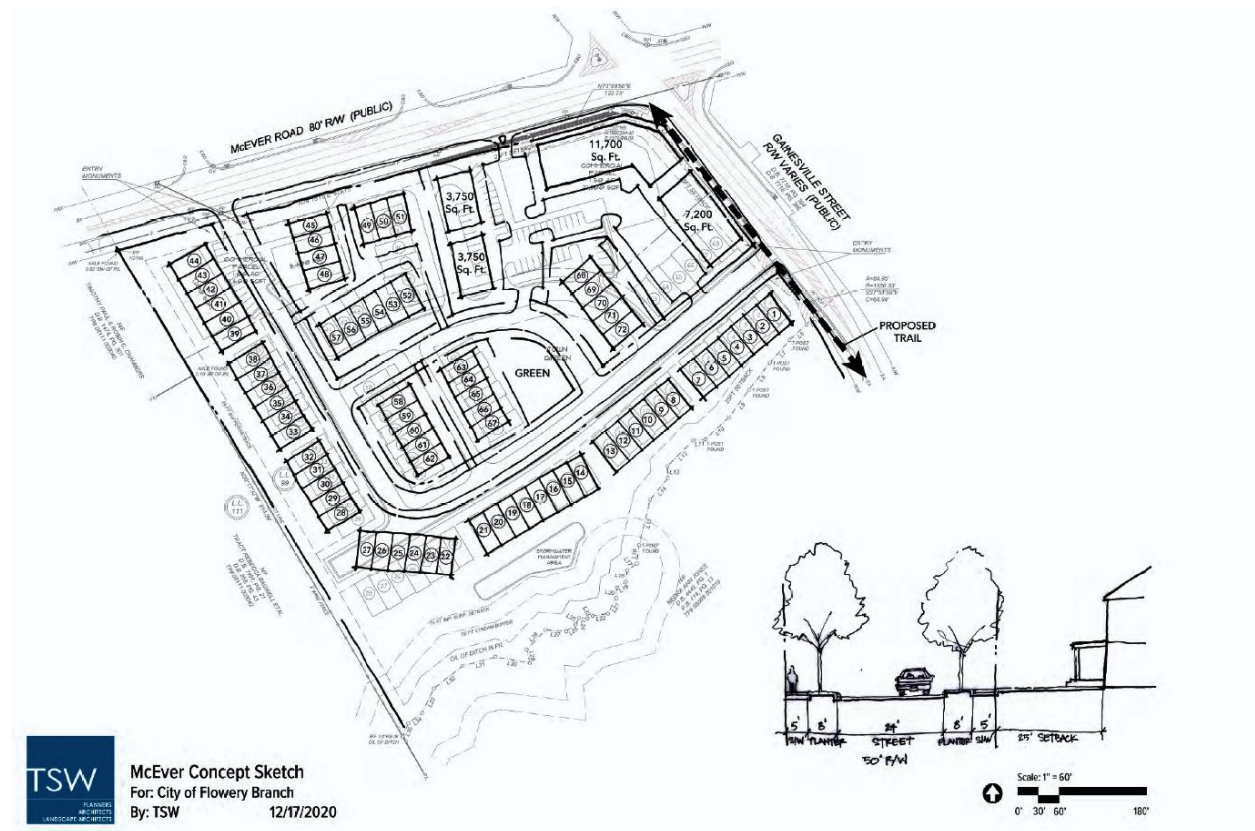
Plan (s)

Bret Clark:





TSW:



Staff Recommendation

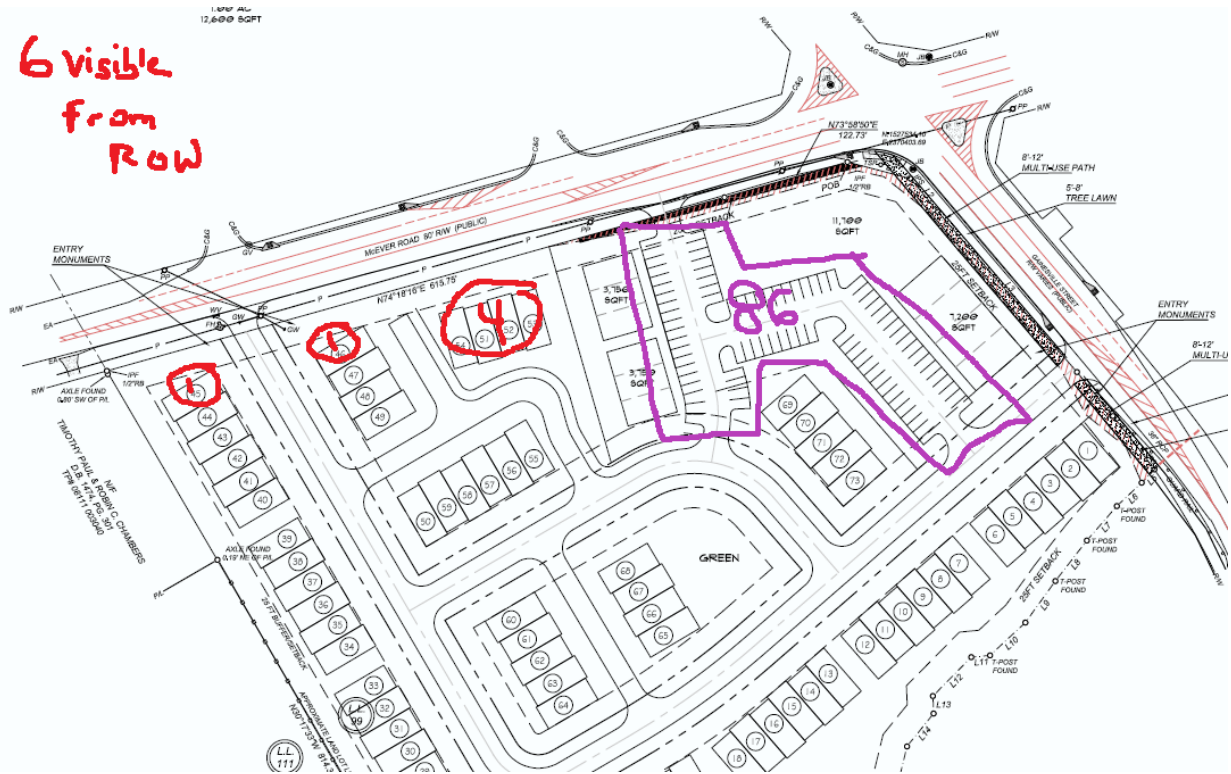
The concept of a mixed-use works for this parcel as it provides an attractive gateway project. The ordinance and conditions of zoning will be worked on as we move forward in the process. There is no vote at the January 7th City Council meeting. Staff is confident that a complete plan will be solidified prior to the upcoming vote.

Council Questions – Mr. Clark's responses – Staff Input

- 1) Buffering/Screening plan on all four sides of the property. We're showing a 25' buffer around the property already and the site is heavily wooded. I was going to do landscaping along McEver and Gainesville Street comparable to what I submitted for the self storage. In regards to landscaping, the self-storage and townhome project across the street are attempting to make that side of McEver consistent in its appearance.
- 2) What degree of right away enhancements: sidewalks? curbing? stormwater? landscape? Sidewalks, curb & gutter and street trees and shrubs along the ROW. Final landscape plan would need to be approved at LDP.
- 3) How many acres will be devoted to the commercial property including parking? 1.5+- acres
- 4) How many parking spaces? It will meet code requirements but its currently at 232 spaces. Approximately 26,100 square feet of retail served by 86 spaces and two car garages with long driveways for the townhomes (which meets code). The retail depends on the uses but should average around 1 space per 275 square feet (per code) which means around 96 required spaces. This is around 10 spaces short for the current layout but would vary upon the use. A condition of zoning could be put in place to ensure whatever is constructed will meet the parking requirements for the intended use.
- 5) Screening between commercial and residential? Low growing shrubs, bushes and ornamental trees but not overwhelming as I'm trying to integrate the commercial into the residential. The two uses should interact and compliment each other.
- 6) Acreage/square footage of green space Holt is working on a revised plan to replace the two 7 unit buildings with 6 units and the one 8 unit building down to six as well and as soon as I get the plan we can calculate the overall green space. Appears to be at 20% on the updated plan.
- 7) Amenities? Outdoor fire place, park benches for seating, sidewalks and a small trail internal trail along the creek and we have the 12' sidewalk along Gainesville Street to take the residents down town.
- 8) Driveway length? 23' from back of curb This meets code.

I do not like the idea of a long row of blocked hardy plank (back of the townhomes) going down Gainesville St and McEver, especially so close to an intersection. Thought should be given to rear loading the townhomes that are situated along the perimeter of McEver and Gainesville St. allowing the front of the townhomes to face both streets. I'm only showing 6 units that are visible from McEver or Gainesville Street.

6 visible
from
ROW





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Stormwater Utility and Impact Fee discussion (Bill Ross, Rich Edinger)

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

Mr. Bill Ross (Ross & Associates) and Mr. Rich Edinger (CPL) to discuss the differences between a stormwater utility and impact fees for the City.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Impact Fees v stormwater fees.pdf](#)

Financing Stormwater Facilities

Impact Fees	Stormwater Utility Fees
Impact fees can be used only for: • improvements that increase the stormwater capacity needed to serve new growth, or • to capture the value of remaining capacity in an existing pipe or facility. Maintenance and the 1:1 replacement of existing facilities are not eligible. Most stormwater runoff is generated by existing development.	Stormwater utility fees can be used to pay for all aspects of a stormwater system, including: • to build new facilities, • to enlarge existing facilities, and • to maintain existing facilities.
A plan is needed showing the new facilities to be constructed, including replacing existing facilities with those with greater capacity. The plan must include the total cost of each new improvement and time frame for construction, as well as the marginal cost of expanded facilities and the net value of remaining capacity in existing facilities.	A plan is needed showing all existing facilities as well as planned replacements and new facilities. The total cost of all improvements is needed, as well as estimated maintenance costs.
Impact fees can only be collected from new development, and then only once when a building permit is issued. Existing development cannot be assessed impact fees unless the use is being enlarged, and then only once for the marginal increase in impervious surface.	Stormwater utility fees are assessed annually on all properties in proportion to the stormwater runoff characteristics of each use (usually related to the amount of impervious surface on each property). Baseline runoff from vacant properties can also be included in the fee calculation. Stormwater utility fees are technically a tax and are assessed annually.
Impact fees cannot be used to guarantee the debt service on a bond issue because the City cannot force new development to occur.	As a tax, stormwater utility fees can be dedicated to the debt service on a bond issue or other debt instrument.

Financing Stormwater Facilities

All ineligible stormwater improvements and maintenance costs must be funded from other sources – usually from the General Fund (and therefore could result in a tax increase).	Compared to General Fund taxes which are based on property values, a stormwater utility fee is a “user fee” based on the actual burden on the system created by each use on each property.
The last impact fee collected for the eligible system improvements is paid 20 years from now. The eligible improvements are generally needed much earlier as the existing system reaches capacity. Interim financing from other sources will be required, with reimbursements from impact fees as they are collected.	Stormwater utility fees can be adjusted annually and can be directly related to cash needs of the system.
As a one-time only fee, the impact fee assessed will be much larger than a stormwater utility fee.	Stormwater utility fees are collected every year.
A stormwater impact fee and a stormwater utility fee system cannot be combined. The future portion of stormwater utility fees that would be assessed for the same improvements that the impact fees would be dedicated must be deducted from the impact fee calculation as a credit. (i.e., new development cannot be charged twice for the same improvements.) As a result, the credit would reduce the impact fee to \$0.	



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider approval of New Operations Development Charge

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

FACTS AND ISSUES:

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

See Technical Memorandum for ODC Calculation.

OPTIONS:

Staff is recommending not to approve. See the memo attached. If a decision is made to approve, use 3/1/2021 as the effective date.

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

For discussion to consider approval of New Operations Development Charge

SAMPLE MOTION:

Staff is recommending not to approve. See the memo attached. If a decision is made to approve, use 3/1/2021 as the effective date.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Operations Fee Charge Technical Memorandum Sept 23 2020.pdf](#)
- [20-020 WS Rates Final Ordinance passed 8-20-2020.pdf](#)
- [FB Operations Fee TM November 16 2020.pdf.pdf](#)
- [Flowery Branch Council Presentation Jan 7 2021 w notes.pdf](#)
- [ODC Bill Impact Examples.pdf](#)
- [ODC Recommendation from Finance to Council 1-29-2021.pdf](#)
- [ODC Bill Impact Examples and Recommendation Slides 2-4-2021.pdf](#)



Technical Memorandum

DATE: *September 24, 2020*

PREPARED FOR: *Ms. Alisha Gamble*

COPIES TO: *Mr. Bill Andrew*
Mr. Ron Bennett

PREPARED BY: *Mr. Bobby Sills, AICP*

SUBJECT: *Operations Development Charge*

PROJECT: *Flowery Branch General Services – FY21*

Purpose

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Background Information

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

Rational Nexus

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

ODC Calculation

The ODC can be calculated by taking the projected 10-year operating costs after accounting for variable cost components and dividing by the capacity of the systems. This would provide a cost per gallon of service for both existing and future customers. The following table includes operating costs for the water and wastewater system for FY20. It excludes depreciation and any capital cost including debt payments and new projects.

Table 1
FY20 Operating Costs

Description	FY20 Actual Cost	Comments
Water Variable	\$51,569	Electrical/Chemical/Fuel
Fixed	\$530,129	Staffing/Supplies
Total	\$581,698	
Wastewater Variable	\$316,798	Electrical/Chemical/Fuel/Sludge
Fixed	\$508,604	Staffing/Supplies
Total	\$825,402	
Admin/Fixed	\$195,244	Shared 50/50 Water and Wastewater
Water Fixed	\$627,751	92% of total operations
Water Total	\$679,320	
Wastewater Fixed	\$606,226	66% of total operations
Wastewater Total	\$923,024	

Table 1 is used to determine the percentage of fixed cost to total costs for both the water and wastewater system. Administrative cost is considered fixed and allocated to water and wastewater at 50/50. The resulting fixed cost percentage for water is 92%. The high fixed cost is associated with water systems supplied by ground water where minimal treatment is required. The fixed cost for wastewater is 66% and related to the additional variable costs associated with the treatment of wastewater prior to discharge into Lake Lanier.

Table 2 takes the projected 10-year operational cost and divides by the system capacity for both water and wastewater. System capacity in gallons is also provided in terms of equivalent dwelling unit (EDU). The EDU for water is 231 gallons and for wastewater is 180 gallons for a typical household. The cost per EDU is then multiplied by a fixed cost factor (rounded to 90% and 60% for water and wastewater) to arrive at the cost per a typical home for a 10-year period.

Table 2
ODC Calculation

Water Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$6,284,384	1,500,000	6,494	\$967.80	90%	\$871.02	\$7.26
Wastewater Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$10,349,253	2,200,000	12,222	\$846.76	60%	\$508.05	\$4.23

The resulting ODC is \$871 for water and \$508 for wastewater per typical household (EDU). A credit to the monthly base charge would be provided to new customers for the duration of the 10-year ODC contract period. Thus, an ODC paid by new development in year 2021 would result in new customers within the development to have a lower base charge until 2031.

Recommendations

Nelsnick recommends rounding down the ODC to the nearest \$100 dollars. This will ensure that any operating efficiencies of the new plant would be accounted for in future calculations of the ODC. The ODC should be recalculated every 5-years to be sure developers are paying a fair share of projected fixed operational costs.

The following would result in a \$6.67 reduction in the monthly base charge. Larger meter customers would see a reduction based on the capacity ratio of the larger meter to the ¾" meter. The resulting projected revenues over the 10-year period is provided in the following table.

Table 2
ODC Calculation

Recommended ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)	Total Revenues Expected
\$800.00	\$6.67	\$3,463,203
Recommended ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)	Total Revenues Expected
\$500.00	\$4.17	\$3,333,333

RESOLUTION NO. 20-020

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICE'S, THE CONNECTION FEES FOR WATER SERVICE AND THE CONNECTION/CAPACITY FEES FOR SEWER SERVICE

WHEREAS, the City of Flowery Branch is authorized by Art. IX, §II, ¶ III of the Constitution of the State of Georgia, O.C.G.A. § 36-35-3 and Art. VI, § 6.6 of the Charter of the City of Flowery Branch to assess and collect fees, charges and tolls for sewer, sanitary, health services or any other services within and without the corporate limits of the city for the total cost to the city of providing such services; and

WHEREAS, Ordinance No. 100-F authorizes the City Council of the City of Flowery Branch to set the rates for water and sewer services, connection fees for water service and connection/capacity fees for sewer service by resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Flowery Branch that the rates for water and sewer services, the connection/capacity fees for water service and the connection/capacity fees for sewer service shall be as follows:

Section 1 - Water and Sewer Services Rates

Section 1.1 Within the Corporate Limits – Customers whose service address is within the city limits of Flowery Branch will be charged the inside city rates, fees, and charges.

Section 1.2 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Inside City Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$7.00	\$1.75	\$8.75
1"	\$17.50	\$1.75	\$19.25
1 1/2"	\$35.00	\$1.75	\$36.75
2"	\$56.00	\$1.75	\$57.75
3"	\$112.00	\$1.75	\$113.75
4"	\$175.00	\$1.75	\$176.75
6"	\$350.00	\$1.75	\$351.75
8"	\$560.00	\$1.75	\$561.75

Inside City Non-Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$14.00	\$1.75	\$15.75
1"	\$35.00	\$1.75	\$36.75
1 1/2"	\$70.00	\$1.75	\$71.75
2"	\$112.00	\$1.75	\$113.75
3"	\$224.00	\$1.75	\$225.75
4"	\$350.00	\$1.75	\$351.75
6"	\$700.00	\$1.75	\$701.75
8"	\$1,120.00	\$1.75	\$1,121.75

Section 1.3 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.4 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes:

Section 1.4.1 Single-Family Residential (SFR) Water Users – Customers that primary water use for a single-family detached home.

SFR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$5.60
Tier 2	2,501 - 4,500	\$7.56
Tier 3	Above 4,500	\$11.20

Section 1.4.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$5.60
Tier 2	2,501 - 4,500	\$7.56
Tier 3	Above 4,500	\$11.20

Section 1.4.3 Multi-Family Residential Water Users (master-metered) –

Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Inside City Water Volume Charges (Master-metered)

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500 x number of units	\$5.60
Tier 2	2,501 - 4,500 x number of units	\$7.56
Tier 3	Above 4,500 x number of units	\$11.20

Section 1.4.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 4,500	\$4.95
Tier 2	4,501 - 60,000	\$6.19
Tier 3	Above 60,000	\$7.43

Section 1.5 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on water meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Inside City Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$7.00	\$1.75	\$8.75
1"	\$17.50	\$1.75	\$19.25
1 1/2"	\$35.00	\$1.75	\$36.75
2"	\$56.00	\$1.75	\$57.75
3"	\$112.00	\$1.75	\$113.75
4"	\$175.00	\$1.75	\$176.75
6"	\$350.00	\$1.75	\$351.75
8"	\$560.00	\$1.75	\$561.75

Inside City Non-Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$14.00	\$1.75	\$15.75
1"	\$35.00	\$1.75	\$36.75
1 1/2"	\$70.00	\$1.75	\$71.75
2"	\$112.00	\$1.75	\$113.75
3"	\$224.00	\$1.75	\$225.75
4"	\$350.00	\$1.75	\$351.75
6"	\$700.00	\$1.75	\$701.75
8"	\$1,120.00	\$1.75	\$1,121.75

Section 1.6 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.7 Wastewater System Commodity Charges – Customers shall pay for all wastewater based on water metered using a uniform rate structure for all customer.

Inside City Single-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$8.93

Inside City Multi-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$7.25

Inside City Non-Residential Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$6.10

Section 1.8 Outside the Corporate Limits – Customers whose service address is outside the city limits of Flowery Branch will be charged the outside city rates, fees, and charges. The outside city rates reflect the additional cost in serving outside customer including additional pumping cost, travel, and risks associated with serving outside jurisdictional customer.

Section 1.9 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing fee of \$1.75 shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Outside City Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$8.75	\$1.75	\$10.50
1"	\$21.88	\$1.75	\$23.63
1 1/2"	\$43.75	\$1.75	\$45.50
2"	\$70.00	\$1.75	\$71.75
3"	\$140.00	\$1.75	\$141.75
4"	\$218.75	\$1.75	\$220.50
6"	\$437.50	\$1.75	\$439.25
8"	\$700.00	\$1.75	\$701.75

Outside City Non-Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$17.50	\$1.75	\$19.25
1"	\$43.75	\$1.75	\$45.50
1 1/2"	\$87.50	\$1.75	\$89.25
2"	\$140.00	\$1.75	\$141.75
3"	\$280.00	\$1.75	\$281.75
4"	\$437.50	\$1.75	\$439.25
6"	\$875.00	\$1.75	\$876.75
8"	\$1,400.00	\$1.75	\$1,401.75

Section 1.10 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per

State law requirements.

Section 1.11 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes.

Section 1.11.1 Single- Family Residential (SFR) Water Users – Customers that primary water use for a single-family detached home.

SFR Outside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$7.00
Tier 2	2,501 - 4,500	\$8.75
Tier 3	Above 4,500	\$14.00

Section 1.11.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Outside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$7.00
Tier 2	2,501 - 4,500	\$8.75
Tier 3	Above 4,500	\$14.00

Section 1.11.3 Multi-Family Residential Water Users – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Outside City Water Volume Charges (Master-metered)

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500 x number of units	\$7.00
Tier 2	2,501 - 4,500 x number of units	\$8.75
Tier 3	Above 4,500 x number of units	\$14.00

Section 1.11.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Outside City Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 4,500	\$6.19
Tier 2	4,501 - 60,000	\$7.74
Tier 3	Above 60,000	\$9.29

Section 1.12 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on water meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Outside City Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$8.75	\$1.75	\$10.50
1"	\$21.88	\$1.75	\$23.63
1 1/2"	\$43.75	\$1.75	\$45.50
2"	\$70.00	\$1.75	\$71.75
3"	\$140.00	\$1.75	\$141.75
4"	\$218.75	\$1.75	\$220.50
6"	\$437.50	\$1.75	\$439.25
8"	\$700.00	\$1.75	\$701.75

Outside City Non-Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$17.50	\$1.75	\$19.25
1"	\$54.69	\$1.75	\$56.44
1 1/2"	\$109.38	\$1.75	\$111.13
2"	\$175.00	\$1.75	\$176.75
3"	\$350.00	\$1.75	\$351.75
4"	\$546.88	\$1.75	\$548.63
6"	\$1,093.75	\$1.75	\$1,095.50
8"	\$1,400.00	\$1.75	\$1,401.75

Section 1.13 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.14 Wastewater System Commodity Charges – Customers shall pay wastewater volume based on water metered using a uniform rate structure for all customers.

Outside City Single-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$11.16

Outside City Multi-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$9.06

**Outside City Non-Residential Wastewater Volume
Charges**

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$7.62

Section 1.15 Irrigation Meters Unit Charges – Inside City Customers shall pay the Inside City SFR Tier 3 volume rate for all water metered through an irrigation meter. Outside City Customers shall pay the Outside City SFR Tier 3 volume rate for all water metered through an irrigation meter.

Section 2 Gainesville Water System Customers Wastewater Charges

Customers utilizing the Flower Branch sewer system but receiving water service from the City of Gainesville shall be billed directly by the City of Gainesville using the following schedule. Please note, all units of sewage are billed based on the water meter reading and are in 100 cubic feet (CCF). There are approximately 748 gallons in 1 CCF.

Gainesville-Flowery Branch Sewer			
Inside City			
Description	Base	Unit (CCF)	Note
Residential	\$8.00	\$6.75	no volume in base
Multi-Family	\$8.00	\$6.75	no volume in base
Commercial	\$8.00	\$6.75	no volume in base
Industrial	\$8.00	\$6.75	no volume in base
Outside City			
Description	Base	Unit (CCF)	Note
Residential	\$9.00	\$8.30	no volume in base
Multi-Family	\$9.00	\$8.30	no volume in base
Commercial	\$9.00	\$8.30	no volume in base
Industrial	\$9.00	\$8.30	no volume in base

Section 3 Hardship Rates

SENIOR CITIZENS: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household is 65 years of age or older. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

DISABLED: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household has been declared disabled by the US Social Security Administration or the US Department of Veterans Affairs. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

Section 4 One-Time Water Leak Adjustment

Upon repairing a leak, a customer may receive an adjustment to the water bill or bills (two consecutive months) that covered the time of the leak. The customer remains responsible for their regular bills reduced by the leak amount. The leak amount will be calculated by subtracting the average month usage of the last 3 months (or less if 3-month data unavailable) from the impacted bills (2 months maximum). It is important that the customer understands that the onetime leak adjustment is available for an account holder only one time. The customer must provide either a copy of the plumber bill or copies of receipts for the repair to be given the one-time water leak adjustment.

Only Single-Family Residential customers are eligible for the One Time Leak Adjustment Policy. It does not apply to Commercial accounts.

It is important to note that the one-time water leak adjustment limit **does not** apply to sewer billings for a leak that **did not go into the sewer**. If the water leaked prior to entering the sewer line, you can give the customer an adjustment for the sewer portion of the bill. You may adjust the bill back to the customer's normal sewer billing. A sewer credit can be issued once a year for a maximum of three consecutive months (this is to encourage the customer to make the necessary repairs). The type of customer (residential or commercial) is not relevant to determine if the customer is eligible for the sewer adjustment. All classes of customers are eligible for the sewer credit.

Section 5 Tampering and Disconnection Fees

Service that has been scheduled for disconnection or has been disconnected for non-payment of a utility bill or evidence of meter tampering will be restored only after the past month and current month bill is paid in full and a \$30.00 (disconnection fee) service charge paid. A lock will be placed on the meter until the account is paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Evidence of removing or damaging a lock that has been placed on a meter for non-payment of service will require the City of Flowery Branch to remove the meter from the service address. Service will be restored only after the past month and current month bill is paid in full, a \$50.00 tampering fee is paid in full, a \$20.00 lock replacement fee is paid in full and a \$30.00 (disconnection fee) service charge paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Section 6 Water Connection Fees.

The Water Connection Fee includes four components as follow:

- 1) Tap Fee - the cost of tapping into the water main and providing a service main and meter box,
- 2) Meter Set Fee - the meter installation cost including backflow protection and data transmitter,
- 3) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, elevated storage, water supply/treatment and pumping to provide peak day water capacity based on requested water capacity or by meter size, and
- 4) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

Section 6.1 Tapping and Meter Set Fees - The water connection installation fee recovers the cost of labor, materials, and equipment for providing a connection from the water main to the property boundary including the cost of the meter box/vault. **This differs from the SDC in the next section which recovers the fair share cost of the distribution and treatment facilities based on requested capacity.** The meter set fee recovers the cost of labor, materials, and equipment for providing the meter, backflow, and data transmitter. Tapping Fees and Meter Set Fees apply to all connections performed by Flowery Branch staff including the installation of master meters, direct service to individual units, and irrigation meters. Developers that install the tap and meter box to Flowery Branch specifications shall only pay the meter set fee. Developers that purchase meters/backflow and transmitter from Flowery Branch and install meter shall only pay the cost of materials.

Water Connection Installation Fee

Descriptions	Tap Fee	Meter Set Fee	Total
3/4" Short	\$693	\$580	\$1,273
1" Short	\$593	\$750	\$1,343
2" and larger	At Cost	At Cost	At Cost

Section 6.2 System Development Charge and Admin Fee - The System Development Charge for water service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Water SDC and Administration Fee. Attached multi-unit developments typically use less water than detached units. A 70% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will use **231.2** gallons for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 231.2 gallons of capacity from the water distribution and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$23** for multi-family attached developments for each unit, **\$33** for ¾" detached developments and multi-unit commercial developments and **\$50** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the

development.

Water Connection System Development Charge and Admin Fee

Meter Size (in inches)	Capacity Ratios	Water SDC	Admin	Total
3/4" Meters used in Multiunit Attached Developments	0.7	\$773	\$23	\$796
3/4" Detached Single Family and individual businesses	1	\$1,104	\$33	\$1,137
1"	2.5	\$2,760	\$50	\$2,810
1 1/2"	5	\$5,520	\$50	\$5,570
2"	8	\$8,832	\$50	\$8,882
3"	16	\$17,664	\$50	\$17,714
4"	25	\$27,600	\$50	\$27,650
6"	50	\$55,200	\$50	\$55,250
8"	80	\$88,320	\$50	\$88,370

Section 6.3 Irrigation Meters - A 3/4" irrigation meter will use approximately 600 gallons per application assuming 30 minutes and 20 gallons per minute (3/4" meter) or over twice the single-family home domestic meter, as such, an irrigation meter shall be charged an SDC two times the SDC rate of a non-irrigation meter of equivalent size. i.e. the SDC for a 1" irrigation meter would be **2 X \$2,760 = \$5520** plus any installation costs (labor, equipment and materials). No administrative fee would be applied to an irrigation meter for existing or new non-irrigation customer connections. To encourage water conservation, residential units are prohibited to have an irrigation meter with all water metered being charged the appropriate water Tiered rate plus if applicable sewer unit charges.

Water Irrigation Meter System Development Charge

Irrigation Meter Size (in inches)	Capacity Ratio	Water SDC	Total
3/4"	2	\$1,104 x 2	\$2,208
1"	5	\$2,760 x 2	\$5,520
1 1/2"	10	\$5,520 x 2	\$11,040
2"	16	\$8,832 x 2	\$17,664
3"	32	\$17,664 x 2	\$35,328
4"	50	\$27,600 x 2	\$55,200
6"	100	\$55,200 x 2	\$110,400
8"	160	\$88,320 x 2	\$176,640

Section 6.4 Multi-unit Development served by a master-meter - Multi-unit developments that install sub-metering¹ to individual units shall provide connection to the Flowery Branch water system and meter boxes per Flowery Branch specification for each master meter required to serve the development. Developer shall only pay the meter set fees for the master meters, and SDC and admin fees for each sub-metered unit. The meter set fee will be based on meter size of the master meters installed by Flowery Branch and include labor, materials and equipment associated with the meter, backflow protection and data transmitter as applicable (see Section 6.1). The SDC and Admin fee will be based on the sub-meter size based on the following table.

Water System Development Charge and Admin Fee (Master-metered)

Sub-meter Size	Meter Equivalency Ratios	SDC	Admin	Total
3/4" or smaller Attached Units	0.7	\$773	\$23	\$796 x # of units
3/4" Single Family/Business Detached	1	\$1,104	\$33	\$1,137 x # of units
1"	2.5	\$2,760	\$50	\$2,810 x # of units
1 1/2"	5	\$5,520	\$50	\$5,570 x # of units
2"	8	\$8,832	\$50	\$8,882 x # of units
3"	16	\$17,664	\$50	\$17,714 x # of units
4"	25	\$27,600	\$50	\$27,650 x # of units
6"	50	\$55,200	\$50	\$55,250 x # of units
8"	80	\$88,320	\$50	\$88,370 x # of units

Section 6.5 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate schedules. In the event that the developer requires a different capacity other than provided in the SDC tables, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff or consultant for reasonableness. The cost for capacity (SDC) is **\$4.78** per peak day gallon plus the appropriate admin fees by meter size for each unit. **The service main and/or meter size capacity to the Flowery Branch water system shall not exceed the requested capacity.**

Section 6.6 Connections for Fire Suppression – Any building requiring fire suppression/sprinklers shall pay for the capacity based on the pipe diameter size using the capacity ratios and multiplying by the 3/4" water system development charge. Developers that provide public access fire hydrants within their development and dedicate to the City of Flowery Branch shall be exempt from the Fire Suppression System Development Charge.

¹ Georgia state law now requires all new multi-unit developments to individually meter each unit within the development. Water charges based on the master meter are to be fairly allocated to the individual units based on usage. Flowery Branch shall only be responsible for billing at the master meter level.

Section 6.7 Example Situation

Section 6.7.1 Single Family ¾" water meter installed by Flowery Branch staff

The owner/developer will pay \$1,273 for the Tap and Meter Set fees and \$1,137 for the SDC and admin fee or a total of \$2,410.

Section 6.7.2 Single Family detached Subdivision with ¾" water meter installed by Flowery Branch staff and developer providing water tap and meter box for 25 homes. Also, a 1" irrigation meter is requested to be installed by Flowery Branch for a common area to be the responsibility of a homeowners association.

The owner/developer will pay \$580 in Meter Set fees and \$1,137 in SDC and admin fees for each home or 25 x 1,717 a total of \$42,925. The irrigation meter would be \$5,520 plus any installation costs performed by Flowery Branch. Please note; irrigation meters are prohibited to single family dwellings to promote water conservation but are available for non-residential entities that would be responsible for billing.

Section 6.7.3 Multiunit development served by two 2" master meters for two 5-unit condo buildings with each unit sub-metered. Also, an addition 1" meter is installed by the developer for a clubhouse to be the responsibility of a homeowner's association.

The owner/developer will pay Meter Set fees for each master meter at cost. The owner/developer will also pay \$796 in SDC and admin fees for each unit or 10 x \$796 or a total of \$7,960. The 1" clubhouse meter installed by the developer purchased at-cost from Flowery Branch will add \$2,810 to the total fee.

Section 7 Sewer Connection/Capacity Fees

The Wastewater Connection Fee includes two components as follows:

- 1) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, lift stations and treatment to provide peak day sewer capacity based on requested flow capacity or water meter size, and
- 2) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

The cost of installation of the sewer connection is the responsibility of the developer/owner.

Section 7.1 System Development Charge and Admin Fee - The System Development Charge for wastewater service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Wastewater SDC and Administration Fee. Attached multiunit developments typically use less water than detached units. A 90% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will return **180.3** gallons of wastewater to Flowery Branch for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 180.3 gallons of capacity from the wastewater collection and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$36** for multi-family attached developments for each unit, **\$50** for ¾" detached developments and multi-unit non-residential developments and **\$50** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the development

Wastewater Connection System Development Charge and Admin Fee

Water Meter Size* (in inches)	Meter Equivalency Ratios	Wastewater SDC	Admin	Total
¾" Meters used in Multiunit Attached Developments	0.7	\$1,932	\$36	\$1,968
¾" Detached Single Family and individual businesses	1	\$2,760	\$50	\$2,810
1"	2.5	\$6,900	\$50	\$6,950
1 1/2"	5	\$13,800	\$50	\$13,850
2"	8	\$22,080	\$50	\$22,130
3"	16	\$44,160	\$50	\$44,210
4"	25	\$69,000	\$50	\$69,050
6"	50	\$138,000	\$50	\$138,050
8"	80	\$220,800	\$50	\$220,850

*Irrigation meters should be excluded from capacity requests and system development charges.

Section 7.2 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate SDC schedule. In the event that the developer requires a different capacity other than provided in the SDC schedules, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff and/or consultant for reasonableness. The cost for wastewater capacity (SDC) is **\$15.53** per peak day gallon plus the appropriate admin fees by meter size for each unit.

Section 8. Oakwood Sewer. Gainesville water customers with City of Oakwood sewer service with treatment provided by Flowery Branch shall be billed for wastewater at 100% of water metered. The billed volume is provided by the Gainesville Department of Water Resources at \$1.00 per month per account. The billed amount is collected by Flowery Branch and a share is provided to the City of Oakwood for sewer service. Customers seeking Oakwood sewer service will pay any connection related fees directly to the City of Oakwood. Customers should contact the City of Oakwood for latest rates, fees and charges related to this sewer service.

Section 9. Moratoriums. If new development is estimated to exceed the capacity of water supply or distribution system capacity or wastewater collection or treatment, the City of Flowery Branch may place a temporary moratorium on new development until such capacity is added. Such moratorium may be system-wide or to specific geographic locations of the service area depending on the situation. A separate ordinance will be voted on by City Council at the recommendation of the City Manager as to the time and scope of the moratorium.

Section 10. Landlord Agreement. Landlords may request continuous water service for newly unoccupied rental units by using the latest landlord agreement form provided by the Water/Wastewater Department. A turn-on fee of **\$30** will be charged each time when the account is re-established in the Landlord's name at the time that a tenant requests service disconnection OR tenant account is closed for non-payment and service is transferred to the landlord. The landlord will be responsible for all billed water volume and monthly fees of the unoccupied rental unit during this time. A **\$60** administration fee and refundable deposit of **\$120** per rental unit shall be required for the duration of the landlord agreement. The maximum deposit shall not exceed **\$1,080**.

Each time a new tenant applies for service for any of the service addresses listed on the landlord agreement form said account will be final billed. However, should the landlord for any reason, request that the water service be disconnected once the agreement is established and no tenant has applied for water/sewer service, the appropriate charges will be billed, and this agreement will be null and void.

Landlord's requesting to participate in this agreement must have a good payment history. The Landlord's deposit will remain on the account until the Landlord requests the account be taken off of Landlord status and the account is closed. If any accounts on this agreement fall into delinquent status, this agreement will be considered null and void.

Section 12. Miscellaneous Fees. The following are additional fees for specific services provided by Flowery Branch.

- **\$120 for Water and Sewer Deposit Fee** – This is charged for new application for water and sewer service. The deposit will be used for the final bill and any

potential balance refunded to a customer.

- \$65 for Sewer Only Deposit Fee – This is charged for new application for sewer only service. The deposit will be used for the final bill and any potential balance refunded to a customer.
- \$60 admin fee for new service applications – The administrative cost of establishing an account and turning on the water meter.
- \$60 cut off fee – The administrative cost of closing an account and turning off the water meter. This applies to all accounts 30 days past due.
- \$30.00 Return Check Fee – A fee will be charged on checks or bank drafts returned for any reason, and water service may be subject to disconnect.
- \$30 turn-on fee – This fee is charged to turn the water service on for existing connections.
- Sewer Inspection Fee – TBD
- Water Inspection Fee – TBD

Section 13. Debt Collections. Accounts that are not fully paid after 90 days shall be turned over to a collection agency for processing. An additional service fee of may be applied to cover the cost of collection agency.

Section 13. Repeal of Conflicting Resolutions. Any part of any prior resolutions in conflict with the terms of this Resolution, are hereby repealed to the extent of the conflict; but it is hereby provided, that any resolution, ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Resolution on behalf of the City of Flowery Branch.

Section 14. Severability. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Resolution shall be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstance shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of the Resolution to other circumstances no so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt all parts hereof as may not be held invalid for any reason.

Section 15. Brochure and Other Guides Conflicts. The City of Flowery Branch provides brochures and guides to assist customers on the rates, fees and charges of the Flowery Branch water and wastewater systems. If any information from these documents conflict with the latest Council approved ordinance, the ordinance shall prevail.

Section 15. Effective Date. This Resolution shall become effective the date of August 20, 2020 once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 20th day of August 2020.


James Miller, Mayor

ATTEST:


Vickie Short, City Clerk

APPROVED AS TO FORM:


Ron Bennett, City Attorney





Technical Memorandum

DATE: *November 16, 2020*

PREPARED FOR: *Ms. Alisha Gamble*

COPIES TO: *Mr. Bill Andrew*
Mr. Ron Bennett

PREPARED BY: *Mr. Bobby Sills, AICP*

SUBJECT: *Operations Development Charge*

PROJECT: *Flowery Branch General Services – FY21*

Purpose

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Background Information

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

Rational Nexus

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

ODC Calculation

The ODC can be calculated by taking the projected 10-year operating costs after accounting for variable cost components and dividing by the capacity of the systems. This would provide a cost per gallon of service for both existing and future customers. The following table includes operating costs for the water and wastewater system for FY20. It excludes depreciation and any capital cost including debt payments and new projects.

Table 1
FY20 Operating Costs

Description	FY20 Actual Cost	Comments
Water Variable	\$59,325	Electrical/Chemical/Fuel
Fixed	\$522,373	Staffing/Supplies
Total	\$581,698	
Wastewater Variable	\$316,798	Electrical/Chemical/Fuel/Sludge
Fixed	\$508,604	Staffing/Supplies
Total	\$825,402	
Admin/Fixed	\$195,244	Shared 50/50 Water and Wastewater
Water Fixed	\$619,995	91% of total operations
Water Total	\$679,320	
Wastewater Fixed	\$606,226	66% of total operations
Wastewater Total	\$923,024	

Table 1 is used to determine the percentage of fixed cost to total costs for both the water and wastewater system. Administrative cost is considered fixed and allocated to water and wastewater at 50/50. The resulting fixed cost percentage for water is 91%. The high fixed cost is associated with water systems supplied by ground water where minimal treatment is required. The fixed cost for wastewater is 66% and related to the additional variable costs associated with the treatment of wastewater prior to discharge into Lake Lanier.

Table 2 takes the projected net present value using a 2% discount rate of the 10-year operational cost and divides by the system capacity for both water and wastewater. System capacity in gallons is also provided in terms of equivalent dwelling unit (EDU). The EDU for water is 231 gallons and for wastewater is 180 gallons for a typical household. The cost per EDU is then multiplied by a fixed cost factor (rounded to 90% and 60% for water and wastewater) to arrive at the cost per a typical home for a 10-year period.

Table 2
ODC Calculation

Water Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$6,474,208	1,500,000	6,494	\$997.03	90%	\$897.33	\$7.48
Wastewater Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$9,170,794	2,200,000	12,222	\$750.34	60%	\$450.20	\$3.75

The resulting ODC is \$897 for water and \$450 for wastewater per typical household (EDU). A credit to the monthly base charge would be provided to new customers for the duration of the 10-year ODC contract period. Thus, an ODC paid by new development in year 2021 would result in new customers within the development to have a lower base charge until 2031.

Recommendations

Nelsnick recommends rounding down the ODC to the nearest \$50 dollars. This will ensure that any operating efficiencies of the new plant would be accounted for in future calculations of the ODC. The ODC should be recalculated every 5-years to be sure developers are paying a fair share of projected fixed operational costs.

The following would result in a \$6.67 reduction in the monthly water base charge and \$3.33 reduction for the wastewater monthly base charge. Larger meter customers would see a reduction based on the capacity ratio of the larger meter to the ¾" meter. The resulting projected revenues over the 10-year period is provided in the following table. These revenues should be placed in the operating reserve and used for fixed operating cost only. The credit should be inflated 2% per year to match the discounted 10-year fixed operations cost used in the calculation in Table 3.

Table 3
ODC Calculation

Recommended ODC per EDU	FY22 Base Charge Reduction (new subdivisions only)*	Total Revenues Expected
\$850.00	\$7.08	\$3,679,654
Recommended ODC per EDU	FY22 Base Charge Reduction (new subdivisions only)*	Total Revenues Expected
\$450.00	\$3.75	\$3,000,000

*Base charge reduction raised 2% per year

Flowery Branch, Georgia

Development Charges 101

January 7, 2021

Presentation Overview

Development Charges

Fair and Equitable Concepts

Levels of Service

Legal Considerations

Infrastructure Cost Related

Operational Cost Related

Recommendations

Fair and Equitable

Equitable

Same fee structure within a customer class

Customer classes generally homogenous

Fairness

Fee is related to service being provided

Affordability

Rate Credit

Levels of Service



Comfort

Speed



Levels of Service

Recoupment

Excess Capacity Only

Increase in Levels of Service

Portion that is Excess Capacity only

Plus, Added Capacity

Case Law

KRUPP CSA LLC v. BRECKENRIDGE SANITATION DISTRICT (2001)

CITY OF GRIFFIN v. McDANIEL et al. (2004)

CITY OF HOSCHTON et al. v. HORIZON COMMUNITIES et al. (2010)

QUALITY BUILT HOMES v. TOWN OF CARTHAGE (2018)

Infrastructure Cost

Capital Projects Scenarios

Increase Level of Service

Increase Capacity

Renewal of Asset (no new capacity or LOS increase)

Renewal of Asset (with new capacity and/or LOS increase)

New Fee Discussion

Operations Development Charge (ODC)

10-Year Service Contract

Recovers Fixed Costs for Operations

Credit to New Customers

Fee Proportionate to Capacity Requested

Fee Calculation

Operating Cost

Staffing/Supplies

No Power/Electrical

No Infrastructure Cost

10-Year Projection using 2% Discount Rate

\$897 per EDU Water

\$450 per EDU Wastewater

Credit Calculation

Total ODC / 120 (12 months 10 years)

Duration of ODC Contract Period

Raised 2% per year

Administrative Issues (Tracking/Notification)

Reduction of Monthly Base Charge

\$7.48 per EDU Water

\$3.75 per EDU Wastewater

Recommendations

Round Down ODC

\$850/EDU - Water

\$450/EDU - Wastewater

Monthly Base Charge Credit

\$7.08/EDU - Water

\$3.75/EDU - Wastewater

Increase credit 2% per year

Recalculate ODC every 5-years

Flowery Branch, Georgia Operations Development Charge

Questions/Comments?

ODC Bill Impact Examples (from Summit Lakes current billing cycle)

Planned Increases	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Water	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Wastewater	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	
Credit	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11

Bill Example 1:												
20-0000810-01												
	Water	\$17.66	\$18.54	\$19.47	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	23.99	25.67	27.47	29.39	31.45	33.65	36.01	38.53	41.23	44.12	47.21
		\$43.40	\$45.96	\$48.69	\$51.58	\$54.66	\$57.93	\$61.42	\$65.12	\$69.06	\$73.25	\$77.71
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	
		\$32.57	\$34.91	\$37.42	\$40.08	\$42.93	\$45.97	\$49.22	\$52.68	\$56.37	\$60.31	\$77.71

Bill Example 2:												
20-0001200-01												
	Water	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.45	\$47.72	\$50.11	\$52.62	\$55.25
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	44.59	47.71	51.05	54.62	58.44	62.53	66.91	71.59	76.60	81.96	87.70
Operation Prepayment Credit		\$80.26	\$85.08	\$90.20	\$95.64	\$101.42	\$107.57	\$114.11	\$121.06	\$128.46	\$136.33	\$144.70
		-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$69.43	\$74.03	\$78.93	\$84.14	\$89.69	\$95.61	\$101.91	\$108.62	\$115.77	\$123.39	\$131.50

Bill Example 3:												
20-0000390-01												
	Water	\$69.24	\$72.70	\$76.34	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	73.59	78.74	84.25	90.15	96.46	103.21	110.43	118.16	126.43	135.28	144.75
		\$144.58	\$153.19	\$162.34	\$172.06	\$182.38	\$193.34	\$204.98	\$217.35	\$230.49	\$244.46	\$259.30
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$133.75	\$142.14	\$151.07	\$160.56	\$170.65	\$181.38	\$192.78	\$204.91	\$217.80	\$231.52	\$246.10

Assumptions

Assumes 3/4" meter, larger meters would receive a larger credit if applicable

Water rate/base charge increases at 5% per year

Sewer rate/base charge increases at 7% per year

No increase for the Account Servicing fee

Operations Developer Prepayment Credit is raised 2% per year

Future rate increase needs may differ under high growth situation or changes in future costs and should be updated annually

01.29.2021

ODC Recommendation from Finance

To
Mayor and Council

From
Alisha, Finance Director

CC Bill, City Manager

Comments:

Mayor and Council,

During further investigation of implementing the new 10-year ODC charge and credit for customers, the finance department recommends denying this change.

Our Utility Billing software will be able to create the credits on the accounts. The problems are with ongoing monitoring and tracking of the 10-year term on each property as it is permitted. This process would create several different scenarios for monitoring and implementation based on when the permit is purchased. Staff would have to create a manual service order and alert on each property as the permit is issued and monitor these alerts if the property changes ownership.

If the alerts are created on the account holders name, the information would be lost if the property changes ownership. This issue leads to a significant room for human error over 10-20-year period, depending when the permit is purchased. Because the ODC runs for 10 years (120 months) and begins its 10 years at the time the building permit is issued, you could be tracking thousands of accounts starting at 120 intervals. If a permit was issued in that 120th month, then that account would be tracked for 10 years at that point, thus leaving the Finance staff with an account changing 20 years from now. Due to limited staff time and extended term of this proposal, I do not recommend monitoring this many properties in an excel spreadsheet outside of the software.

City of Flowery Branch, GA

Tel 770-967-6371
Fax 770-967-6481

5410 W. Pine Street
PO Box 757
Flowery Branch, GA 30542

www.flowerybranchga.org



ODC Bill Impact Examples (from Summit Lakes current billing cycle)

Planned Increases	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Water	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Wastewater	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	
Credit	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11

Bill Example 1:

20-0000810-01	Water	\$17.66	\$18.54	\$19.47	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	23.99	25.67	27.47	29.39	31.45	33.65	36.01	38.53	41.23	44.12	47.21
		\$43.40	\$45.96	\$48.69	\$51.58	\$54.66	\$57.93	\$61.42	\$65.12	\$69.06	\$73.25	\$77.71
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	
		\$32.57	\$34.91	\$37.42	\$40.08	\$42.93	\$45.97	\$49.22	\$52.68	\$56.37	\$60.31	\$77.71

Bill Example 2:

20-0001200-01	Water	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.45	\$47.72	\$50.11	\$52.62	\$55.25
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	44.59	47.71	51.05	54.62	58.44	62.53	66.91	71.59	76.60	81.96	87.70
		\$80.26	\$85.08	\$90.20	\$95.64	\$101.42	\$107.57	\$114.11	\$121.06	\$128.46	\$136.33	\$144.70
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$69.43	\$74.03	\$78.93	\$84.14	\$89.69	\$95.61	\$101.91	\$108.62	\$115.77	\$123.39	\$131.50

Bill Example 3:

20-0000390-01	Water	\$69.24	\$72.70	\$76.34	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	73.59	78.74	84.25	90.15	96.46	103.21	110.43	118.16	126.43	135.28	144.75
		\$144.58	\$153.19	\$162.34	\$172.06	\$182.38	\$193.34	\$204.98	\$217.35	\$230.49	\$244.46	\$259.30
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$133.75	\$142.14	\$151.07	\$160.56	\$170.65	\$181.38	\$192.78	\$204.91	\$217.80	\$231.52	\$246.10

Assumptions

Assumes 3/4" meter, larger meters would receive a larger credit if applicable

Water rate/base charge increases at 5% per year

Sewer rate/base charge increases at 7% per year

No increase for the Account Servicing fee

Operations Developer Prepayment Credit is raised 2% per year

Future rate increase needs may differ under high growth situation or changes in future costs and should be updated annually



Flower Branch

STAFF RECOMMENDATION:

- Staff recommends denying approval of the new ODC charge
- Reasons:
 - Accounting issues with software; room for error with recording and notification processes, causing confusion for the customer.
 - Unable to provide streamline process for monitoring.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intend to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not include in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

FACTS AND ISSUES:

Is the area being best served as a residential feeder to downtown or to remaining M-1 with the hopes of an industrial user coming on board? Connectivity issue between the two proposed phases. Can this be corrected by the applicant?

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Applicant has requested the public hearing be tabled until the March 4, 2021 City Council meeting to further investigate the proposed use and layout.

SAMPLE MOTION:

I make a motion to table the public hearing for the proposed rezonings until the March 4th, 2021 City Council meeting.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

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

Currently a conforming use?

Any conditions of zoning, CUP's, etc.? NA

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

Tax Map Number: parcels (08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Current Zoning: M1 Total Acres: 117.962

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

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

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

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



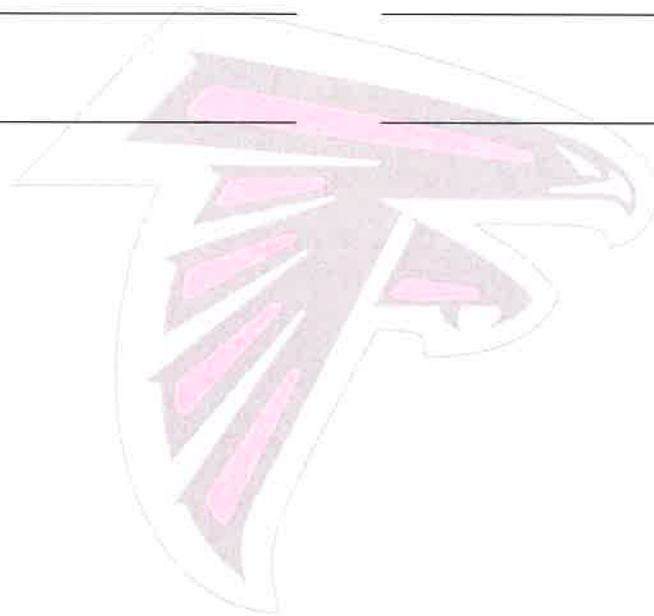
Disclosure of Campaign Contributions

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

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____ 12/14/2020 _____

Address of Request:

____ Mulberry Street _____

Tax Map # ____ Multiple parcels _____ Current Zoning: M1 _____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
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). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - 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? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19,305/27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14,250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23,512/27 = 870 \text{ cubic yards}$
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



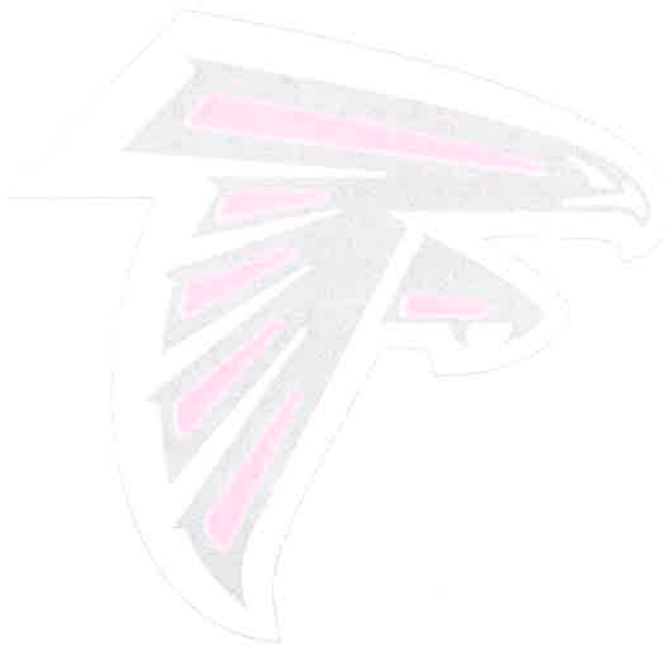
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
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



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(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. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(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. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(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. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(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. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

(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. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(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. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(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 Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;
 THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;
 THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;
 THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;
 THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;
 THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;
 THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;
 THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;
 THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;
 THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;
 THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;
 THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;
 THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;
 THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;
 THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;
 THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;
 THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;
 THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;
 THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;
 THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;
 THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;
 THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;
 THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;
 THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;
 THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;
 THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;
 THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;
 THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
 THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
 THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
 THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
 THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
 THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
 THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
 THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
 THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
 THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
 THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
 THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
 THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
 THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
 THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
 THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
 THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
 THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
 THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
 THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
 THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
 THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
 THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE YOU EXPECT AND THE SERVICE YOU DESERVE**

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

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08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

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dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779



Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21





Stark Properties
Mulberry Park/Flowery Branch Townhomes
"C" Elevation

01.21.21



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21





1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

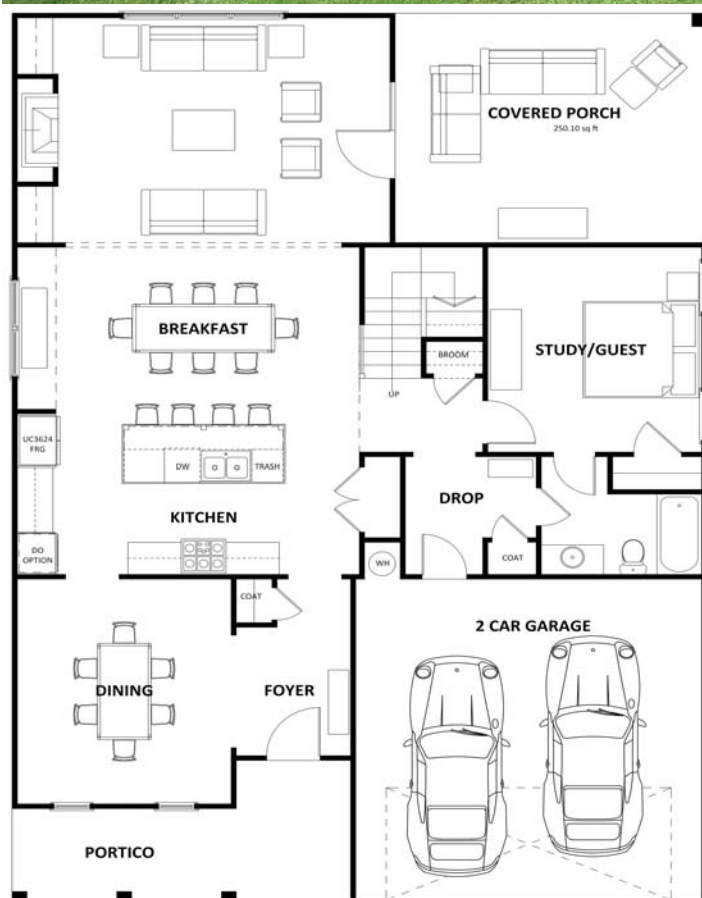
01.22.21



1x6 Fascia
1x4 Frieze
1x4 Trim
1x6 Header
1x8 Band

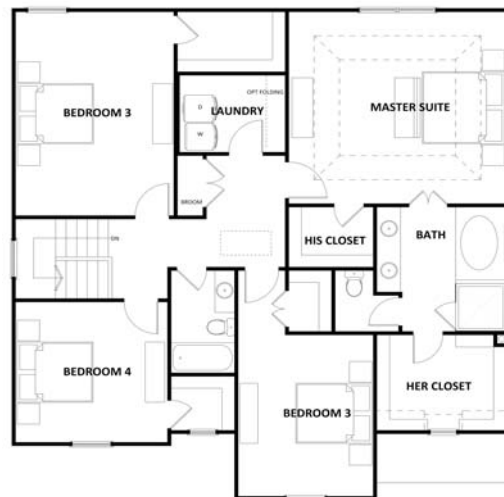
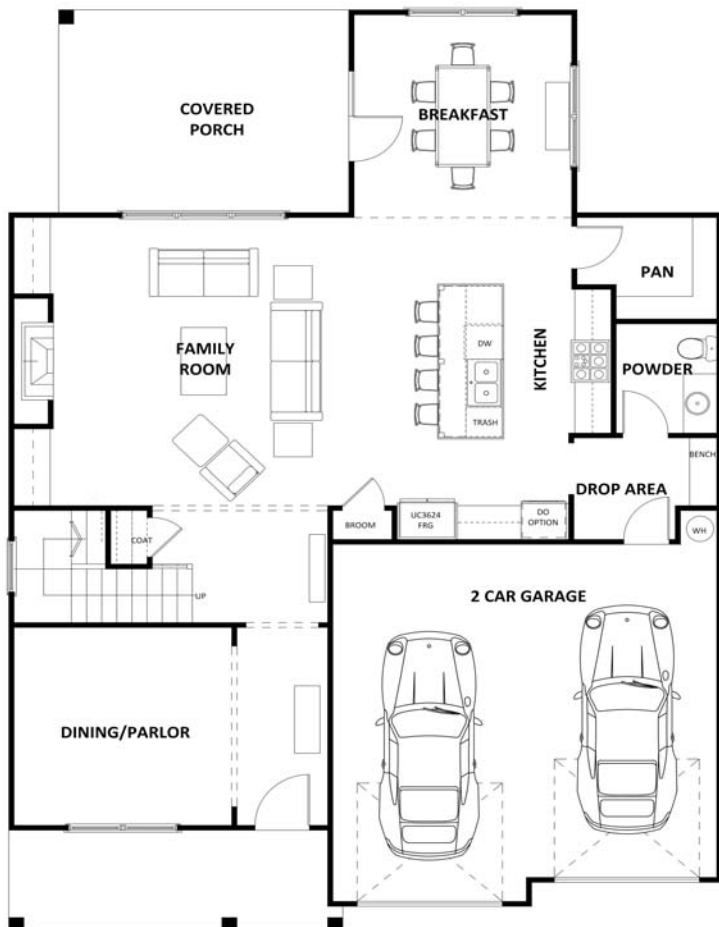
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414  168

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414



"A"

COVERED
PORCH

"B"

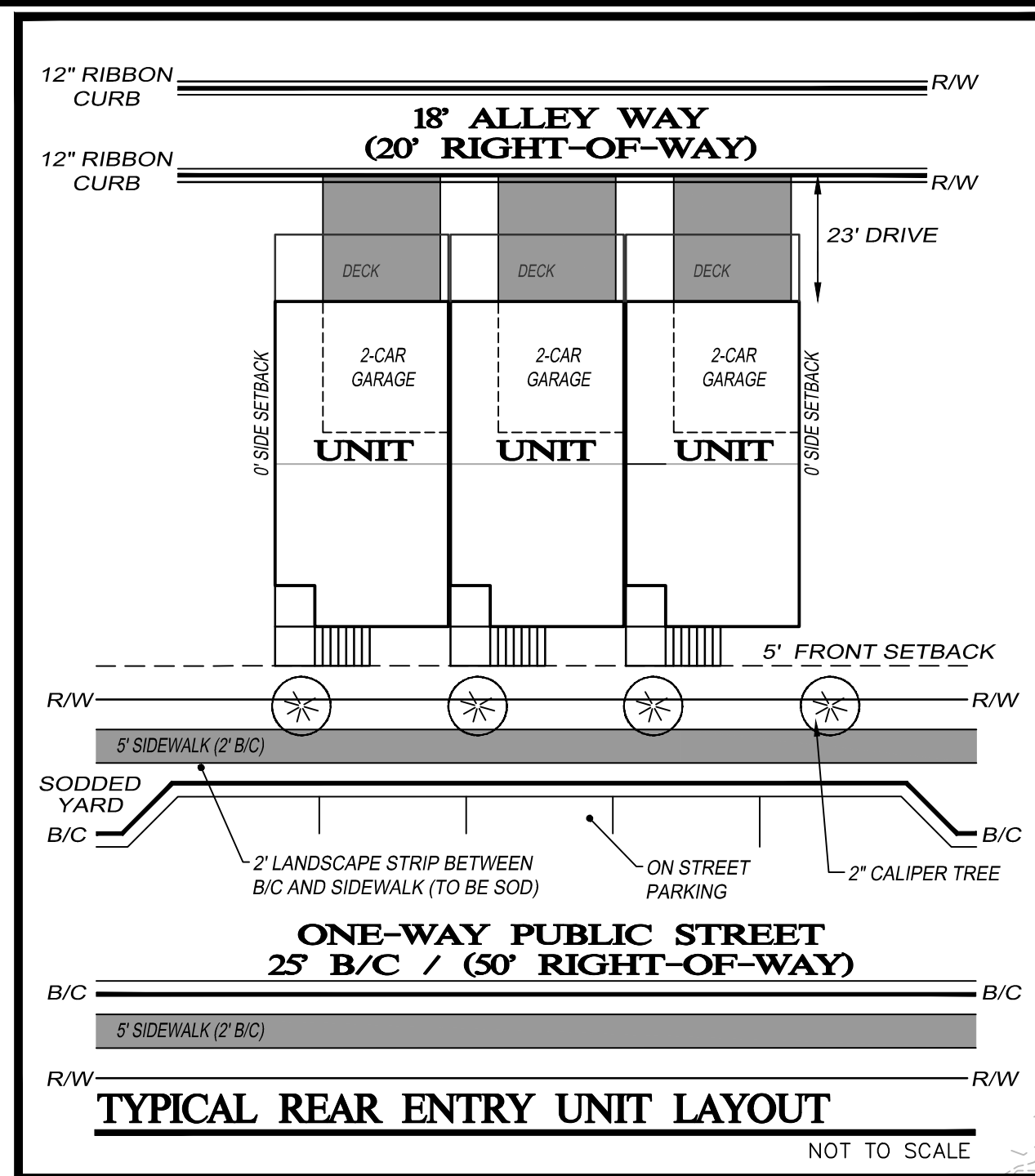
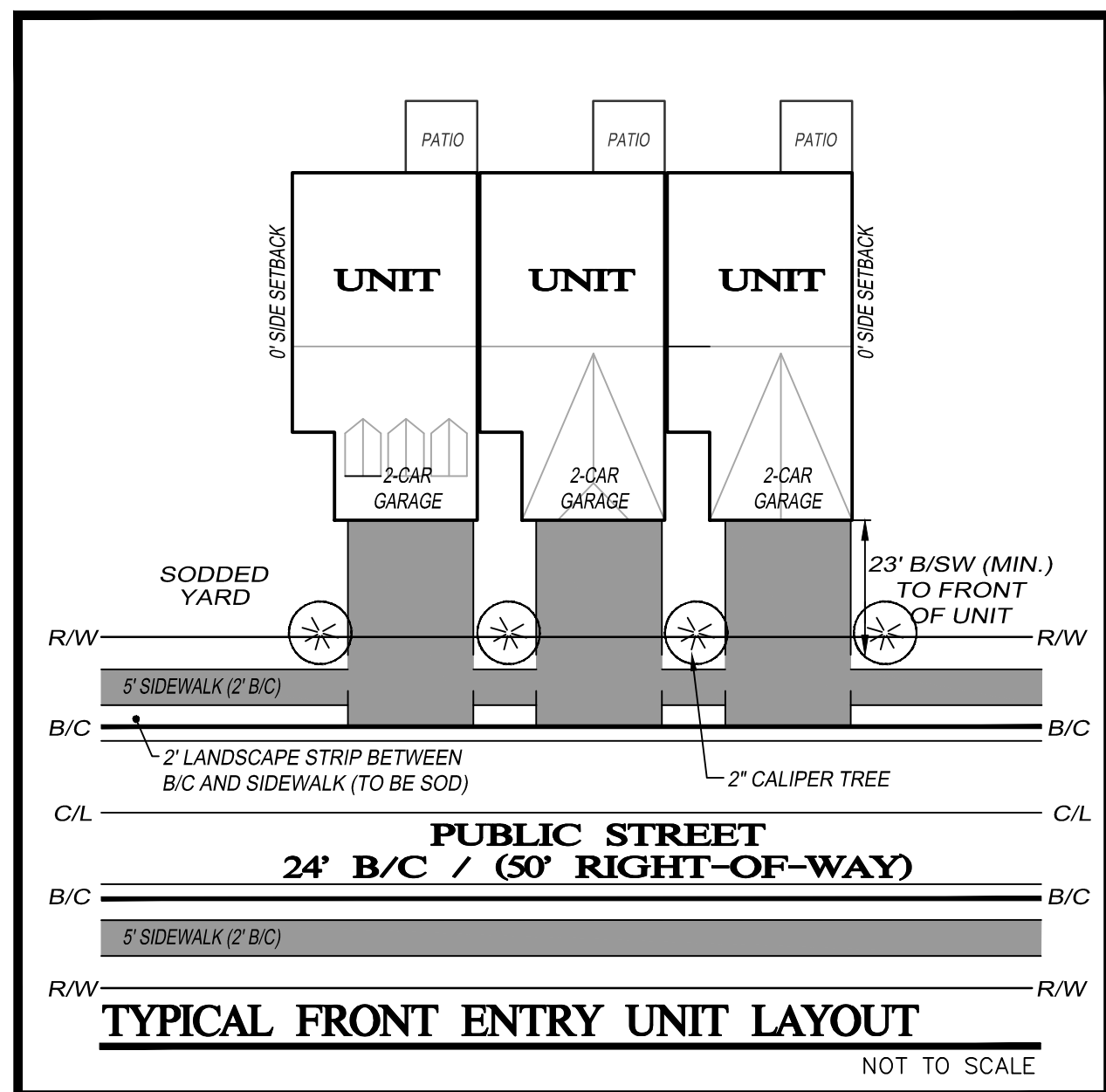
COVERED
PORCH



For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414

DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT
24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C
COMMON AREA

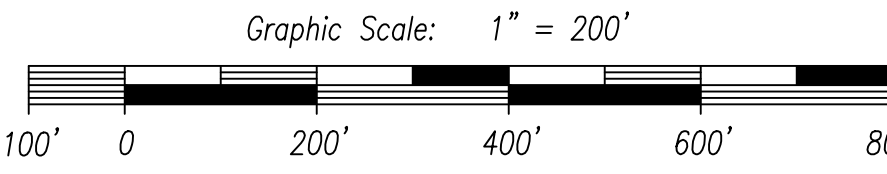
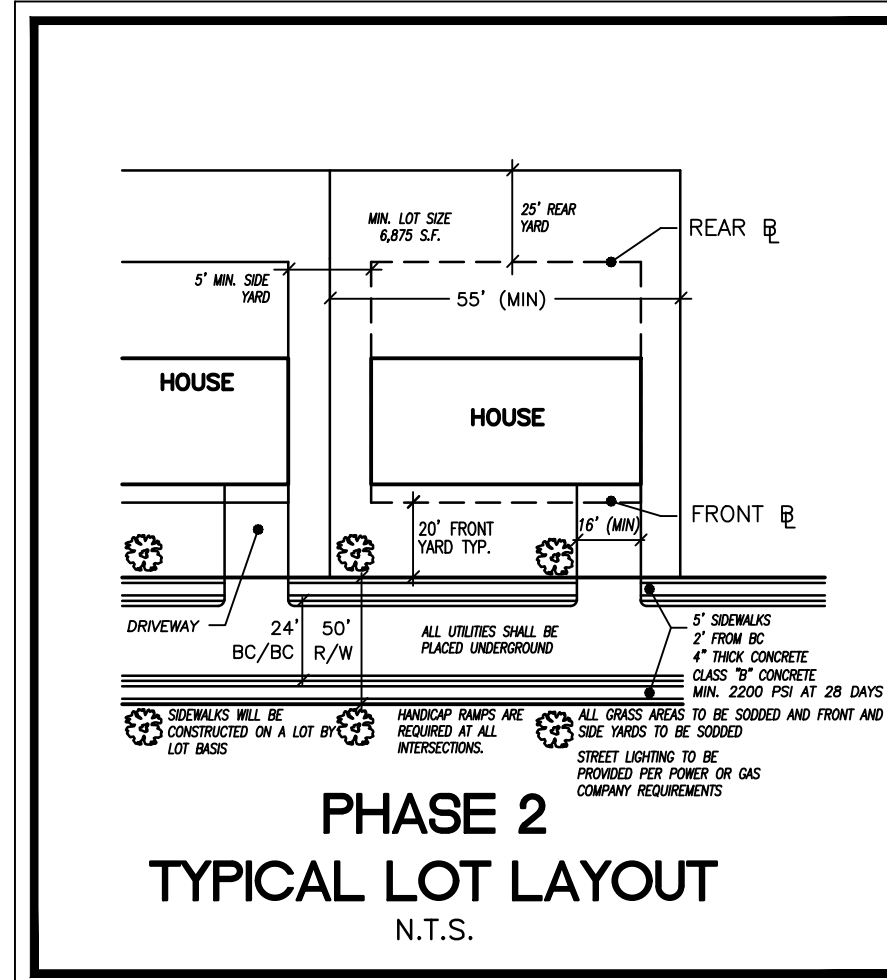
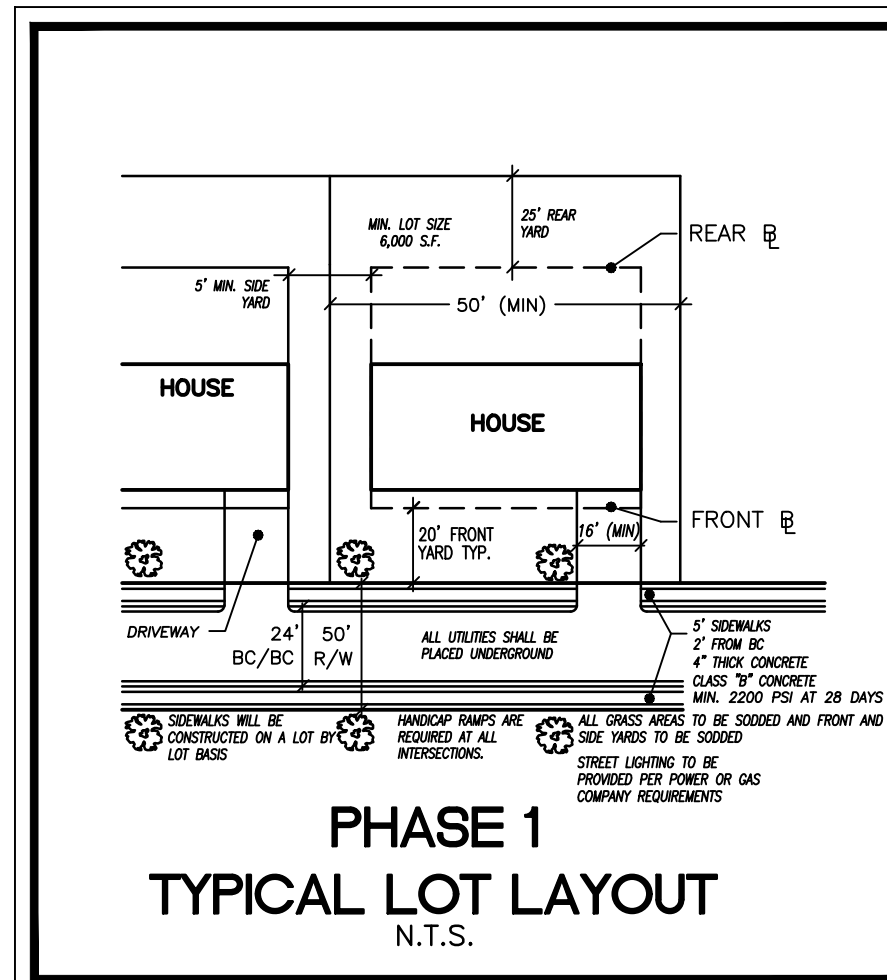
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

CONCEPTUAL LAND PLAN

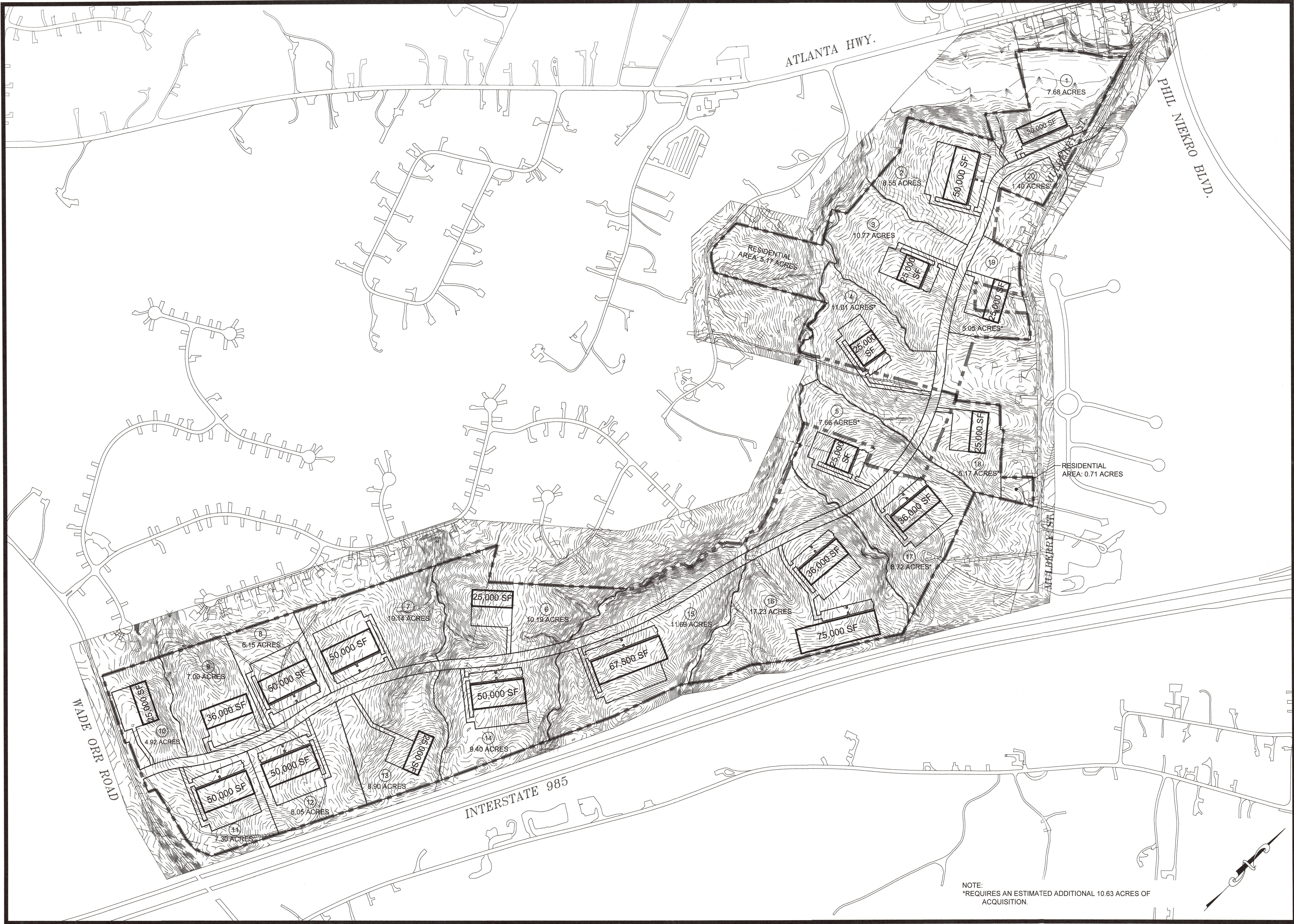
PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE	REVISION	No.	1	2	3	4	5
		DESIGN	AS SHOWN				
		KWB DRAWN	SCALE				
		CHECKED	SHEET				
		12/02/20	20-085				
		DATE	PROJECT No.				

1 of 1

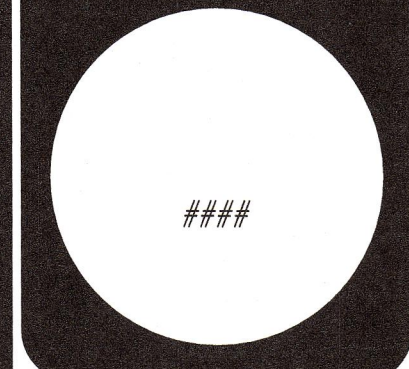


Rochester & Associates, Inc.
 425 Oak Street N.W. • Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
 FOR
ADVENTURES IN MISSIONS
 LAND LOTS 116, 117, & 134
 DISTRICT 1, CITY OF GAINESVILLE
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

GRAPHIC SCALE
 125' 0' 250' 500'



SHEET
1
 OF
1
 DATE: 1.17.2019
 SCALE: 1"=250'
 JOB NO.
 DWG NO.
 DRAWN BY: MDS



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider variance requests for four properties submitted by Mr. Chris Hill of Hillgrove Homes. Staff is currently working on the ordinances. They will be published when updated.

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
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 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.

FACTS AND ISSUES:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Variances form the Flowery Branch Zoning Ordinance Article 6. Table 6.2

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.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve first read.

SAMPLE MOTION:

I make a motion to approve ordinance 20-625.

I make a motion to approve ordinance 20-626.

I make a motion to approve ordinance 20-627.

I make a motion to approve ordinance 20-628.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Variance Application.pdf](#)
- [Variance Staff Report .pdf](#)



VARIANCE APPLICATION

Address of Request:

6043, 6041, 6040 Morrow Drive + 6026 Lights Ferry Road

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:

Morrow Subdivision Plat Book 10 Page 154

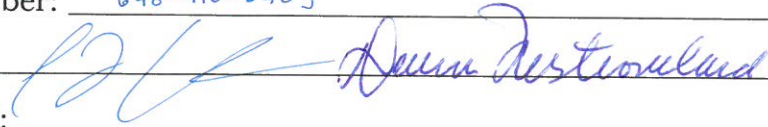
- ① Reduction in Minimum Required Lot Size from 15,000 S.F. to 7,000 S.F.
- ② Reduction in Minimum Required Lot Width From 75' + 50'
- ③ Reduction in Required Side Setback From 10' to 5'

Applicant: Hillgrove Homes LLC

Address: 5512 Main Street, Flowery Branch GA 30542

E-mail address: Chris@hillgrovehomes.com

Phone number: 678-410-2705

Signature: 

Notary Seal:



Dawn Westmoreland
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
December 19, 2024



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

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)



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

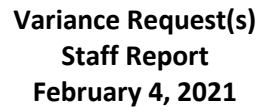
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of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

Elected Officials Name

Amount of Description of Gift

 N/A





Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive



The four 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

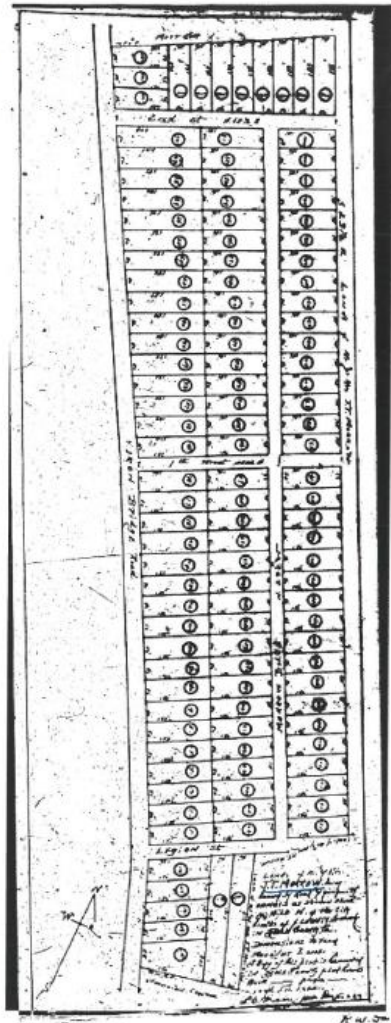
Variance requests are for each parcel. The requests are as follows:

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.



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 shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached as Exhibit "A".





Exhibit "A"



Heritage
GROUP HOMES

MAPLE RIDGE

4 Bedrooms/2.5 Baths
2007 sq. ft.



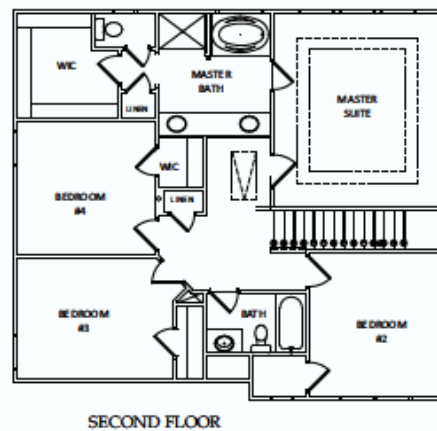
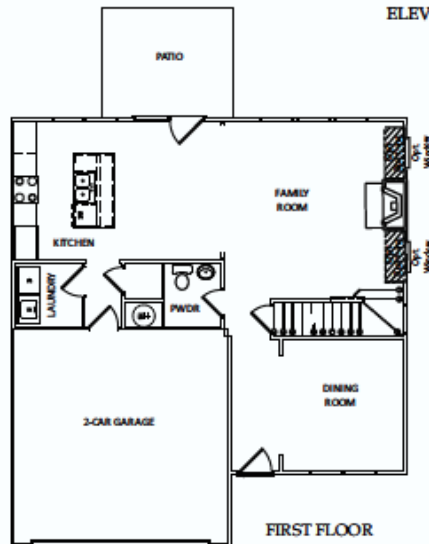
ELEVATION A



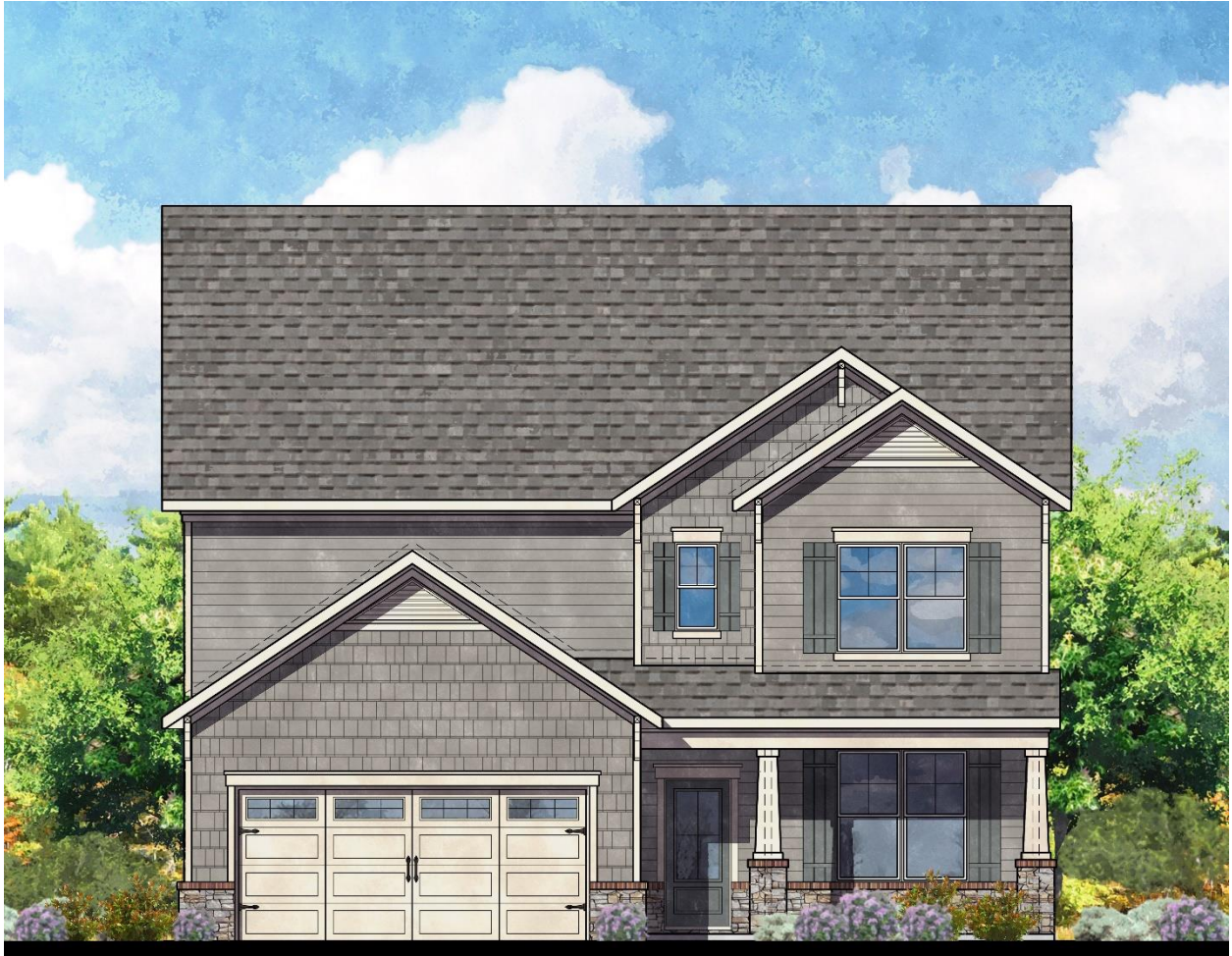
ELEVATION B



ELEVATION C



*All information is believed to be accurate but is not guaranteed and subject to change without notice.







Cottages @
Lights Ferry



Front Elevation A



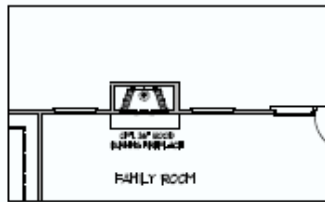
Front Elevation B



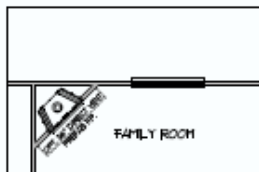
Front Elevation C



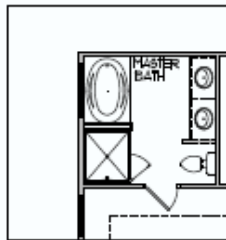
THE SAXTON @ Candler Park



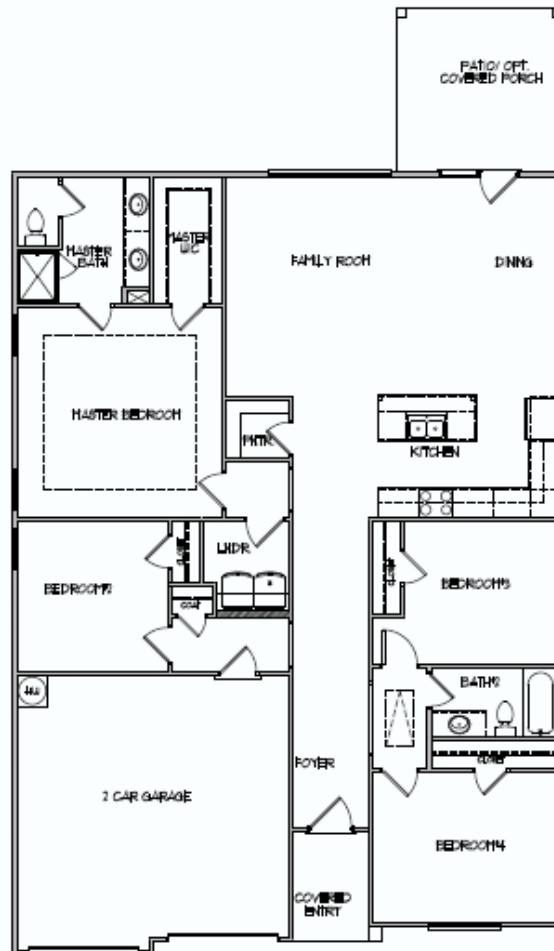
Opt. Wood Burning
Fireplace



Opt. Corner Fireplace



Master Bath Opt.



Main Level







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

This is the original lease as signed in January 2020 with an extension to September 30, 2021. This extension will coincide with the Hill Wood realty, LLC lease for that same, shared location. This will allow the City to review our options for that space going forward. with the same lease expiration date.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [First Extension American Eagle Mortgage Lease.doc.docx](#)
- [Fully Executed Flowery Branch Lease Feb 1, 2020 - Jan 31, 2021.pdf](#)

AGREEMENT TO EXTEND LEASE AGREEMENT

THIS AGREEMENT TO EXTEND LEASE AGREEMENT (this “Extension Agreement”), is made and entered into effective the 1st day of February, 2021, by and between the City of Flowery Branch, Georgia (hereinafter referred to as “Landlord”) and LendUS, LLC d/b/a American Eagle Mortgage, a limited liability company, (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated January __, 2020, (the “Original Lease”), for that certain property commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit “A” attached to the Original Lease (the “Demised Premises”); and

WHEREAS, the Original Lease shall expire on January 31, 2021; and

WHEREAS, Landlord and Tenant desire to extend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Second Lease is hereby extended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Extension Agreement form a material part of this Extension Agreement and are incorporated herein by this reference, and such recitals and representations and the Second Lease are hereby ratified.
2. Extension Term. Landlord and Tenant hereby agree to extend the term of the Second Lease for an additional period of eight (8) months, commencing on the 1st day of February, 2021, and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of October, 2021, (the “Extended Term”).
3. Rent. For and during the Extended Term, Tenant shall pay monthly rent in the amount of \$1300.00.

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Extension Agreement and each term and provision contained herein, and by the execution of this Extension Agreement shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Extension Agreement is executed, the terms of this Extension Agreement are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This _____ day of _____, 2021.

LANDLORD: CITY OF FLOWERY BRANCH, GA

By: _____
James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

Signatures Continued Next Page

TENANT: LENDUS, LLC D/B/A
AMERICAN EAGLE MORTGAGE

By: _____
Ava Novak, CFO

Sworn to and subscribed before me
this _____ day of February, 2021.

NOTARY PUBLIC

My Commission Expires:

LEASE AGREEMENT BY AND BETWEEN THE CITY OF FLOWERY BRANCH,
GEORGIA AND LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

STATE OF GEORGIA
COUNTY OF HALL

THIS LEASE is made as of the 23rd day of January 2020, between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and LendUS, LLC d/b/a American Eagle Mortgage (hereinafter referred to as "Tenant");

WITNESSETH:

Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by referenced herein (the "Demised Premises").

ARTICLE I
Rent and Term

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February, 2021.

Section 1.01. Renewal is at the option of the Tenant and Landlord after the initial one-year term.

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of \$15,600.00, payable in US Dollars. The first rent installment shall be \$1,300.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of \$1,300.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one-year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of \$15,600.00, payable in US Dollars, in equal monthly installments of \$1,300.00, in advance on the first day of each calendar month beginning February 1, 2021.

Section 1.03. All monthly payments except for the first installment of the first term are due the 1st day of the month and are considered late on the 7th day of the month. If payment is received after the 7th, a ten percent (10%) late fee will be imposed and be immediately due. Upon execution of this Lease, Tenant shall pay the first rent installment of \$1,300.00.

Section 1.04. All amounts payable under this Article, as well as other amounts payable from Tenant to Landlord under the terms of the Lease, shall be paid in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

ARTICLE 2

Alterations of Demised Premises

Section 2.00. If there is no continuing Event of Default, Tenant may make alterations, additions or improvements to the Demised Premises. Each such alteration, addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord in accordance with Section 2.02 below.

Section 2.01. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

Section 2.02. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

ARTICLE 3

Use, Maintenance and Repair of Demised Premises

Section 3.00. Tenant shall have the right to use the Demised Premises only for the operation of a mortgage services business and for no other purposes. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or corporation to use the Demised Premises, or any buildings or improvements at any time erected or placed thereon, or any portion thereof for purposes other than those permitted hereunder, or in violation of the laws of the United States, the State of Georgia, the ordinances or other regulations of Hall County, Georgia or of any department thereof, or of any other municipality or of any other lawful authorities.

Section 3.01. The Landlord agrees to keep in good condition the foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall provide timely notice in writing to

Landlord regarding any defective condition known to it which Landlord is required to repair, and Tenant's failure to report any such conditions, shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Section 3.02. Tenant accepts the Premises in their present condition and as suited for the use intended by Tenant. Tenant shall, throughout the Initial Term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, except those repairs expressly required to be made by Landlord hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Section 3.03. The Landlord agrees to undertake and complete the following work prior to the Commencement Date: None.

Section 3.04. If there is no continuing Event of Default, Tenant may make additions or improvements to the Demised Premises. Each such addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord.

Section 3.05. No shopping cart, or other vehicle, or animal (other than those used for the disabled and leashed pets) shall be brought into the Premises of the Building by Tenant. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the Building shall not be covered or obstructed without Landlord's written consent.

Section 3.06. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be subject to Landlord's prior approval, not to be unreasonably withheld, delayed or conditioned.

Section 3.07. Tenant shall see that the windows and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise reasonable care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

Section 3.08. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord.

ARTICLE 4

Condemnation - Destruction of, or Damage to, Premises

Section 4.00. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events this Lease shall terminate from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

Section 4.01. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are substantially damaged, but not wholly destroyed by any such casualties, Landlord may choose not to restore the Premises in which case he shall give Tenant notice of said intent within thirty (30) days of the date of the damage and this Lease shall terminate as of the date of destruction and rents shall be prorated. If the Premises are partially damaged by any such casualties, but are otherwise usable by the Tenant, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord may, at his option, restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

ARTICLE 5

Environmental Provisions

Section 5.00. For the purposes of this Article 5, the following terms shall have the following meanings: (i) the term "Hazardous Material" shall mean any material or substance in quantities that, whether by its nature or use, is subject to regulation under any Environmental Requirement, and (ii) the term "Environmental Requirements" shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. '1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901, et seq.), the Toxic Substances Control Act (15 U.S.C. '2601, et seq.), the Clean Air Act (42 U.S.C. '7401, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. '1251, et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any governmental authority.

Section 5.01. Tenant shall comply in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use Hazardous Materials at, in, on, or about the Demised Premises during Tenant's use or occupancy of the Demised Premises in a manner that would lead or is likely to lead to the imposition on Tenant, Landlord or the Demised Premises of any liability or lien of any nature whatsoever under any Environmental Requirement.

Section 5.02. Tenant will defend, indemnify, and hold harmless Landlord and its respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising out of, or in any way related to, (i) any breach by Tenant of the covenants made in Section 5.01 above, (ii) the presence, disposal, spillage, discharge, emission, leakage, release or threatened release of any Hazardous Material that occurs during the term of this Lease, at, in, on or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Demised Premises or on any other property or otherwise in violation of any Environmental Requirement, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any governmental authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall not be applicable to any claim, demand, penalty, cause of action, fine, liability, settlement, damage, cost or other expense of any type whatsoever occasioned, arising and caused solely by the acts of Landlord or Landlord's employees or agents. The obligations and liabilities of Tenant under this Section 5.02 shall survive the expiration of this Lease.

ARTICLE 6

Indemnification of Landlord Against Liability

Section 6.00. Except for Landlord's sole negligence and/or sole intentional misconduct, Tenant shall indemnify and save harmless Landlord from and against any and all liability, penalties, damages, losses, expenses and judgments by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of, but only to the extent and in proportion to, the use, repair, occupation, the tenantable condition of the Demised Premises, and control of the Demised Premises, by Tenant, its employees, agents, invitees, licenses, contractors, subtenant or assigns, at any time during the Demised Term, including those resulting from any work in connection with any alterations of the Demised Premises approved by Landlord. Tenant shall promptly notify Landlord of any claim asserted against Landlord on account of any such injury or claimed injury to persons or property and shall promptly deliver to Landlord the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceedings to assert or enforce any such claim.

Section 6.01. Tenant shall keep in force such insurance policies covering liability as will fully protect Tenant and Landlord, as their interest may appear, against claims of any and all persons for personal injury, death or property damage occurring in or about the Demised Premises or in or about any adjoining streets, sidewalks and passageways, such coverage to the limit of not less than \$1,000,000.00 in respect to injury or death to a person(s) or to property. All such coverage shall be provided by reputable insurance companies duly licensed to issue insurance policies under the laws and regulations of the State of Georgia. In addition, Tenant shall furnish to Landlord certificates and

paid receipts evidencing to Landlord that such insurance policies are in effect, and renewal certificates thereafter at least thirty (30) days prior to the expiration of any such policy together with paid receipts therefor. Such insurance policies shall provide that they shall not be terminated or canceled unless Landlord is furnished at least thirty (30) days prior written notice. In the event that Tenant shall fail to provide coverage via insurance policies, Landlord may (but shall not be obligated to) effect such coverage in the name of the Tenant and Landlord. Tenant shall pay on demand the amount properly paid by Landlord for such purpose, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by Landlord, and in case of the failure of Tenant so to pay, Landlord shall have the same remedies for the collection thereof or otherwise as in the case of default of payment of the monthly rent hereby reserved.

ARTICLE 7

Utilities

Section 7.00. Tenant shall provide all utilities to Premises at no cost to Landlord.

ARTICLE 8

Intentionally Left Blank

ARTICLE 9

Surrender of Demised Premises

Section 9.00. Tenant shall, upon the expiration or other termination of this Lease, for any reason whatsoever, surrender to Landlord the Demised Premises, together with any buildings and structures which may then be standing thereon, together with all alterations and replacements thereof, normal wear and tear, casualty and condemnation excepted, and Landlord shall thereafter have all right, title and interest therein free of any claim thereto by Tenant.

Section 9.01. Trade fixtures, furniture and equipment and all personal property of Tenant located in the Demised Premises shall not become a part of the Demised Premises on the termination of this Lease and, so long as Tenant is not in default hereunder, may be removed by Tenant from the Demised Premises at any time prior to the end of the Demised Term; and Tenant shall, at its own cost and expense, repair any and all damage to the Demised Premises resulting from or caused by the removal thereof.

Section 9.02. No surrender of the Demised Premises by Tenant at any time other than the end of the Demised Term shall be valid or effective unless it be in writing and acknowledged in writing by Landlord and Tenant.

Section 9.03. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 1.02 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 1.02 above.

ARTICLE 10 Covenant of Quiet Enjoyment

Section 10.00. Landlord covenants and agrees that Tenant, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease, on its part to be kept, shall, subject to the terms hereof, lawfully, peaceably and quietly hold, occupy and enjoy said Demised Premises during the Demised Term without hindrance, objection or molestation, from Landlord or anyone claiming by, through or under Landlord.

ARTICLE 11 Defaults and Remedies

Section 11.00.

- (a) If Tenant shall fail to cure a default in the payment of rent and other sums and charges herein reserved, after ten days written notice by Landlord; or
- (b) If Tenant shall be adjudicated bankrupt; or
- (c) If Tenant shall file a petition in bankruptcy under any section or provision of the bankruptcy law; or
- (d) If any involuntary petition in bankruptcy shall be filed against Tenant, and the same not be withdrawn or dismissed within sixty (60) calendar days from the filing thereof; or
- (e) If a receiver or trustee shall be appointed for Tenant's property and the order appointing such receiver or trustee shall remain in force for thirty (30) calendar days after the entry of such order; or
- (f) If, whether voluntarily or involuntarily, Tenant shall take advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or
- (g) If Tenant shall make an assignment for benefit of creditors; or

- (h) If Tenant's effects shall be levied upon or attached under process against Tenant, and such levy or attachment not be satisfied or dissolved within thirty (30) calendar days after such levy or attachment; or
- (i) If Tenant shall vacate or abandon the Premises for a period of more than thirty (30) days; or
- (j) If Tenant shall default under any other covenant, agreement, or condition to be performed or kept by Tenant under the terms and provisions of this Lease and shall fail to cure such default within fifteen (15) calendar days of the date of written notice from Landlord to Tenant; then and in any such event Landlord shall have the right, at the option of the Landlord, then or at any time thereafter while such default or defaults shall continue, to elect to do any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:
 - (1) to cure such default or defaults at the expense of Tenant and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the rate of ten percent (10%) per annum, to be and become additional rent to be paid by Tenant with the next installment of rent falling due thereafter; and /or
 - (2) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and/or
 - (3) terminate Tenant's right of possession, without terminating this Lease, and Landlord may as agent for Tenant enter into and upon take possession of the Demised Premises, and Landlord may rent the Demised Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of repairs; third, to the payment of rental and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

- (4) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (i) the rental and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease term over (ii) the aggregate reasonable rental value of the Demised Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate rental value pursuant to item (ii) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the term of the Lease, (B) the then-current market conditions in the general area in which the Demised Premises are located, (C) the likelihood of reletting the Demised Premises for a period of time equal to the remainder of the term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for premises of similar type and size in the general area in which the Demised Premises are located, (E) the anticipated duration of the period the Demised Premises will be unoccupied prior to reletting, (F) the anticipated cost of reletting, and (G) the current levels of new construction that will be completed during the remainder of the term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality premises in the general area in which the Demised Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. '13-6-7.

Section 11.01. Any installment of rent or other Tenant expenses due and owing after seven (7) calendar days of the due date therefore shall be subject to a late charge in an amount equal to ten percent (10%) of the amount due for each and every full or partial calendar month that said amount remains unpaid (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). In the event Tenant makes a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

ARTICLE 12
Rights of Landlord in Subleases

Section 12.00. In the event of any default under the terms of this Lease by Tenant, Landlord shall have the right at its option to take over any and all subleases of the Demised Premises, or any part thereof, made or granted by Tenant and approved by Landlord and, at its option, to succeed to all the rights and privileges of said subleases, or such of them as it may elect to take over and assume, and Tenant, upon any such default or recovery of possession by Landlord, hereby expressly assigns and transfers to Landlord such of the subleases as Landlord may elect to take over and assume and as may exist and be in force and effect at the time of such default or recovery of possession, and Tenant hereby further expressly covenants that it will, upon request of Landlord, execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases as above specified. Unless any such sublease is so taken over and assumed by Landlord in such event, the subtenant thereunder shall have no further interest of any nature in the Demised Premises and such sublease shall automatically be null and void.

ARTICLE 13
Cumulative Remedies of Landlord - No Waiver

Section 13.00. The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach by Tenant or Landlord of any provision or provisions of this Lease.

Section 13.01. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provisions or agreement. A receipt by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed with knowledge of the breach of the term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 13.02. In addition to the other remedies in this Lease provided, Landlord and Tenant shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions, or agreement of this Lease.

ARTICLE 14
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ARTICLE 15
Subordination

Section 15.00. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") effecting the Building or the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any, and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

ARTICLE 16
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ARTICLE 17
Without Power to Charge Reversion

Section 17.00. Tenant shall not have the power to do any act or make any contract which may create or be the foundation for any lien upon the present estate, reversion or other estate of Landlord in the Demised Premises or the buildings or improvements thereon.

ARTICLE 18
Captions and Miscellaneous

Section 18.00. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope of intent of this Lease, nor in any way affect this Lease.

Section 18.01. Wherever the singular is used herein, it shall include the plural and the plural shall include the singular; the use of any gender shall include all other genders, all as the context and meaning of this instrument shall require.

ARTICLE 19
Writing Required for Modifications

Section 19.00. This Lease cannot be changed orally, but only by agreement in writing, signed by Landlord and Tenant.

ARTICLE 20
Notices

Section 20.00. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request shall be addressed as follows:

Tenant Info: LendUS, LLC d/b/a American Eagle Mortgage
3240 Stone Valley Road West
Alamo, CA 94507
Attn: Rob Hirt, CEO with a copy to Christina Davis, Facilities Manager

Landlord Info: City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
Attn: City Manager

ARTICLE 21
Mechanic's Liens

Section 21.00. If any mechanic's or other liens or orders for the payment of money shall be filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at the Demised Premises or for or by reason of any change or altercation, or the cost or expense thereof, or any contract relating thereto, or against Landlord as owner thereof, Tenant shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Landlord at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders.

Section 21.01. If Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days after notice to Tenant of the filing of such notice, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lien or to prosecute an appropriate action to enforce the lienor's claim. In such case, Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by Landlord, as herein provided, shall be due and payable by Tenant to Landlord on the first day of the next following month.

Section 21.02. It is covenanted and agreed that no authority is given by this Lease to Tenant, expressly or implied, to bind Landlord for the payment of any money in connection with repair or alteration work on the Demised Premises, nor is there any authority given Tenant by this Lease, directly or indirectly, to permit any mechanic's, material men's, or contractor's liens to arise against Landlord's interest in the Demised Premises, or the buildings or improvements thereon, or the appurtenances, equipment, machinery and fixtures therein, and Tenant expressly agrees that it will keep and save the Demised Premises and Landlord harmless from all costs and damages resulting from any such lien or liens of any character created through any action or thing done by Tenant.

ARTICLE 22 Time of Essence

Section 22.00. Time is of the essence in this Lease and all provisions hereof.

ARTICLE 23 No Estate in Land

Section 23.00. This contract shall create the relationship of Landlord and Tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

ARTICLE 24 Covenants Binding

Section 24.00. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land; and whenever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply also (whenever and wherever applicable) to the heirs, executors, administrators, successors and permitted assigns of such party, the same as if in each and every case so expressed.

ARTICLE 25

Signs

Section 25.00. Tenant may install signage on the Demised Premises so long as it complies with all legal requirements and is pre-approved by Landlord.

ARTICLE 26

Recording

Section 26.00. This Lease shall not be recorded by Tenant without Landlord's written consent endorsed hereon.

ARTICLE 27

Exemption

Section 27.00. Tenant hereby waives and renounces all homestead or exemption rights which Tenant may have under or by virtue of the Constitution and Laws of the United States, Georgia, or any other State as against any debt Tenant may owe Landlord under this Lease, and hereby transfers, conveys and assigns to Landlord all homestead or exemption rights which may be allowed or set apart to Tenant, including such as may be set apart in any bankruptcy proceeding, to pay any debt owing by Tenant to the Landlord hereunder.

ARTICLE 28

Severability

Section 28.00. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Demised Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

ARTICLE 29

Georgia Law and Jurisdiction

Section 29.00. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia, without resort to its conflict of law provisions. Disputes hereunder shall be resolved in the Superior Court of Hall County, Georgia, and each party hereby submits to and agrees that jurisdiction and venue are proper in Hall County, Georgia. As an alternative to the high cost of litigation, Landlord, at Landlord's option, may submit any default, dispute or controversy arising under this Lease, to binding arbitration in accordance with the Commercial Arbitration Code of the American Arbitration Association. Tenant agrees that said election by Landlord shall be binding upon it and that jurisdiction and venue for such arbitration shall be in Hall County, Georgia, or in such other place as the parties shall mutually agree.

ARTICLE 30
Force Majeure

Section 30.00. Landlord shall be excused from the performance of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

ARTICLE 31
Rights of Landlord to Enter the Demised Premises

Section 31.00. Landlord and its agents, employees and contractors may enter the Demised Premises at such time with at least twenty-four (24) hours advance notice, to make repairs, additions, alterations, and improvements as Landlord desires to make to the Demised Premises, including, without limitation, the erection, use and maintenance of pipes and conduits, and to exhibit the Demised Premises to prospective purchasers or tenants.

ARTICLE 32
Waiver of Subrogation

Section 32.00. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or property caused by fire, or any other perils which are insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and covenants that no insurer shall hold any right of subrogation against such other party.

ARTICLE 33
Security Deposit

Section 33.00. Landlord acknowledges that Tenant has deposited \$1,300.00 as a security deposit which shall continue to be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security

deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

ARTICLE 34
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ARTICLE 35
Counterparts

This Lease may be signed in counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Lease and each term and provision contained herein, and by the execution of this Lease show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this lease are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This 16 day of January 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: _____


James M. Miller, Mayor

ATTEST:



Melissa McCain, City Clerk

TENANT: LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

By: _____

DocuSigned by:



5FC4EB79D66D40C

Ava Noack, President & CFO

Sworn to and subscribed before me
this ____ day of January 2020.

NOTARY PUBLIC

My commission expires: _____



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Leads on Line Contract

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Vickie Short

ATTACHMENTS

- [PD Agenda Request.pdf](#)
- [Leads on Line Contract.pdf](#)



FLOWERY BRANCH CITY COUNCIL AGENDA REQUEST



All items requiring action by the City Council must be presented first at a work session. The following information should be provided for each item. No item will be considered for a work session until the Department has received authorization on the item by the City Manager.

Department: Police Department

Submitted By: David Spillers

Date Submitted: 01/22/21

Item of Business:

Attach an Executive Summary fully describing all elements of the item of business.

THE ITEM IS FOR:

☐ **Work Session presentation only**
(no action needed)

OR ☒ **City Council Action Needed.**

Is there a deadline on this item? If so, Explain: 02/15/21 under current proposal

Purpose of Request: Participation in an annual contract between Leads on Line (provider) and the City of Flowery Branch (user) for access to providers electronic reporting of transaction data to support users criminal investigations.
(renewal) _____

Department Recommendation: Recommendation to Council to authorize the Mayor to sign the agreement.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the City Attorney?

☒ Yes Explain: sent to Ron Bennett 01/22/21 for review

☐ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☒ Yes Explain: Prorated services from 02/15/21 – 06/30/21 for \$792.00. Then \$2113.00 from 06/30/21 until 06/30/22.

☐ No

Amount: \$ 2905.00

Source of Funds: Technology Fund expense.

Administration Staff Authorization

Finance Dept. Authorization: _____ Budgeted Amount: _____

Authorized for Work Session: _____ Work Session Date: _____

Comments: _____

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated February 15, 2021, ("Effective Date") is made between Flowery Branch Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.

3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years plus any partial year (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

6.2 LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.

6.3 IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.

6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**

6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.

6.8 The parties agree that no provision of this Agreement extends the either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.

7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in or near Hall County, Georgia.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS**LeadsOnline LLC****Signature:** _____**Print Name:** David K. Finley**Title:** President & CEO**Date:** _____**Address:** 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200**Tax ID:** 42-1720332**AGENCY****Flowery Branch Police Department****Signature:** _____**Print Name:** _____**Title:** _____**Date:** _____**Address:** 5270 Railroad Ave.
Flowery Branch, GA 30542

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Initial partial year subscription fee due upon execution of this Agreement	\$792
Annual subscription fee due on July 1, 2021 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$2,113



Proposal for Flowery Branch Police Department

January 7, 2021

The nationwide comprehensive case solving power of LeadsOnline is built to help address some of the staffing shortages your agency is most likely experiencing today while also helping significantly increasing clearance rates.

The Problem: More cases. Fewer investigators to work them.

Out of town is out of reach. You know it. The crooks know it.

Even if you could keep up with all the businesses in your jurisdiction where a suspect might sell something, the bad guy can always sell it in another jurisdiction, leaving you to guess which one.

Majority of crimes get minor attention. 1 in 15.

Transaction records are the key to solving cases. According to research, less than one in fifteen are checked. Your current process may be too tedious to be the standard procedure.

Overwhelmed and Understaffed?

Investigators are overloaded, and often do not have the time to run and re-run every case. Even major crime cases can be overlooked as new cases are coming in.

Agencies have open CID positions with additional retirements coming next year. The case load isn't getting any lighter. Cases are set to "Inactive" or "Info Only" due to insufficient resources.

We're on CompStat. How can we be two months behind?

Transaction information more than two weeks behind is of limited value to a department running on a CompStat-style management process.

Case details on persons and property are often delayed. Relevant transaction information arrives after the initial case and is only searched once. Cases are closed before evidence comes in. Pawnshops only hold incoming property (i.e. your evidence) for a short time, then it's gone. Destroyed by delay.

Accountable, but totally dependent on another agency?

Investigators call better-equipped agencies for help, but it's just not realistic for every case. Other departments with full caseloads of their own really can't dedicate full attention to yours.

The "CSI Effect"

Citizens think you have technology, but some tools are from the flip-phone era. When outdated software is hard to use or runs slow, cases go unchecked and unsolved.

Different Formats and Abbreviations

Other records are from standard agency-owned sources. These transaction records are from different business types with different software types. Different everything. This creates problems.

Our Mission

- Enforce laws, preserve peace, protect life and property.
- Solve crime and reduce the fear of crime in your jurisdiction.
- Improve the level of service to the community with existing manpower.
- Run all cases, including person crimes, missing persons and trafficking.
- Turn over every stone with unlimited investigators and unlimited searches.

The Solution: Work smarter not harder. Solve Crimes.

LeadsOnline is a quick, comprehensive way for your investigators to run suspects and property in every case. It saves time and provides access to a suspect's activity, even outside your jurisdiction.

Coverage Everywhere



- ✓ Each day, more than **400,000 transactions** are reported via LeadsOnline.
- ✓ Find your **homicide suspect** even when he flees to Las Vegas.
- ✓ LeadsOnline receives transaction information from all **50 states**.
- ✓ Law enforcement network includes **4,400+ agencies in 47 states + D.C.**

Leveraging Technology



- ✓ Search once for persons and property and **save it to continue receiving alerts**.
- ✓ Run **arrest records** and lists of known suspects and stolen property.
- ✓ Identify **crime patterns** among related cases and subjects.
- ✓ Detect activity by **possible associates of persons related to the case**.
- ✓ **Compare images of property and sellers** based on your case information.

Crime-Solving Innovation



- ✓ Advanced system finds suspects and property even when **misspelled**.
- ✓ Capabilities are **specifically designed for criminal investigations**.
- ✓ Every **two weeks**, enhancements are made to help solve more crimes.
- ✓ Feedback from thousands of **investigators** keeps making it better and better.

Fast and User Friendly



- ✓ **Fast.** Sub-second search times.
- ✓ Always on. **Available 24/7/365.**
- ✓ Easy to use. **Nothing to install.** Simply log in and catch crooks.
- ✓ **Cross browser compatible.**

Reporting and Compliance Monitoring



- ✓ **Free for businesses to report** and friendly customer service provided.
- ✓ Transaction Monitor **helps ensure compliance** of businesses in your jurisdiction.
- ✓ See alerts for **missing information and common mistakes.**
- ✓ Businesses have their own dashboard and can **resolve** any reporting issues.

New! LeadsOnline Real Time Crime System



LeadsOnline Real Time Crime

The future is now. Let your cases run themselves!

Real Time Crime features:

- ✓ **Automatically** upload case information.
- ✓ **Hits are generated** as new transactions are received and crimes occur.
- ✓ **Hits are sent** directly to the investigator or unit responsible for the case.

Wait, there's more:

- ✓ Cases are solved **before they're assigned to an investigator.**
- ✓ **Cases are never cold.** They solve themselves even after the file is put away.
- ✓ Honestly tell victims their case is **active and being investigated daily.**

Oh, and even more:

- ✓ For **major crimes**, take the investigation in a new and productive direction.
- ✓ **Identify patterns** as cases are automatically linked to one another.
- ✓ **Investigators see the full picture** when suspects commit multiple offenses.
- ✓ **Enhance charges** as offenders continue criminal activity after initial arrest.

Undeniable Evidence

Analysis confirms that suspects in cases of all kinds are found in LeadsOnline, and the actionable intelligence can link the offender to your case and others.

Persons 54%		Property 52%		Society 58%	
Assault	59	Arson	60	Loitering/Vagrancy	50
Homicide	57	Bad Checks	90	Disorderly Conduct	59
Human Trafficking	100	Burglary/Breaking & Entering	65	DUI	46
Kidnapping/Abduction	51	Counterfeiting/Forgery	43	Drug/Narcotic	60
Missing Person	50	Destruction/Damage/Vandalism	55	Family Nonviolent	62
Runaway	9	Embezzlement	58	Peeping Tom	47
Sex, Forcible	48	Fraud	42	Obscene Material	20
Sex, Nonforcible	54	Larceny/Theft	46	Prostitution	100
		Motor Vehicle Theft	60	Traffic	42
		Robbery	67	Trespass Real Property	65
		Stolen Property Offenses	58	Weapon Law Violations	71

* The table above represents the percent of searchable case persons found in LeadsOnline. Data reflects averages by NIBRS case type from >100K cases submitted by agencies uploading files to RTC in 2019.

Respected Nationwide

Trusted by America's largest and most respected law enforcement agencies:



More Agencies Use LeadsOnline Than All Other Processes Combined

4,500+

Law enforcement agencies

47,248

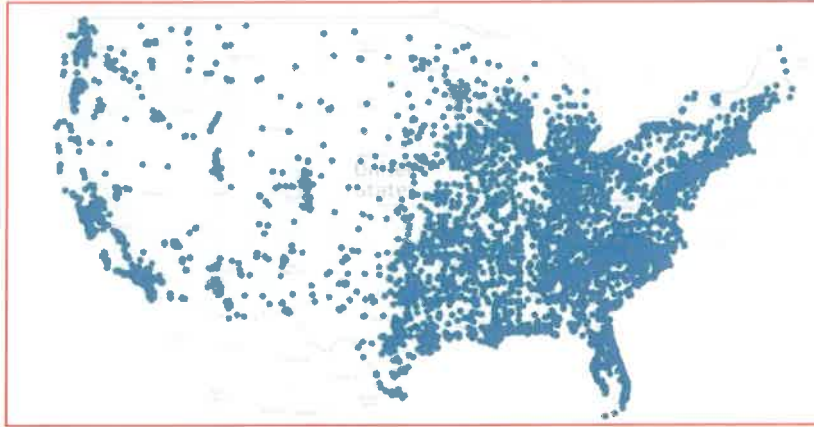
Criminal investigators

500,000+

Transactions each day

The Power of Networking

Ask your FBINAA forum or other law enforcement leaders. You'll get a positive response.



"More success in our very first week with LeadsOnline than in all of last year."

- Washington County Sheriff's Office, Oregon

"The NCIC hit was positive and the Leads ticket gave us the suspect information. The local police agency had not called us back, so that was a win."

- Piute County Sheriff's Office, Utah

"The death was brutal. A LeadsOnline search was done and a ticket was found 2,335 miles away, and west of the incident rather than northeast where the focus had been."

- Fayetteville Police Department, North Carolina

See many more examples at <https://news.leadsonline.com/>.

No agency has "extra money," but the cost/benefit should make this decision easy. Add every investigator in your agency working cases. Unlimited users. Unlimited searches. Unlimited cases. Unlimited access. Unlimited training. An all-inclusive system designed to work hard for you and your investigators. Please see the included pricing chart for service level capabilities and the annual subscription fee.

Sincerely,

A handwritten signature in blue ink that reads "Amberly Harper".

Amberly Harper
Account Executive
(972) 331-6783

2021 PRICING – FLOWERY BRANCH POLICE DEPARTMENT, GA



System Capabilities		TotalTrack	PowerPlus	Real Time Crime
	Nationwide search access to pawn/secondhand stores - You'll be surprised how far your criminals will go. Find your crook in any of the 50 states in less than one second.	✓	✓	✓
	Automated NCIC Stolen Item Hits - Receive automated hits on stolen articles and guns, even when serial numbers and item codes are entered incorrectly.	✓	✓	✓
	Saved Search Hit Alerts - Save your search and put the file away. Receive email and text alerts when transactions in your cases are identified.	✓	✓	✓
 	eBay First Responder Service and OfferUp Search - Solve cases with direct law enforcement-only access to listing information to identify suspects involved in criminal activity in online marketplaces.	✓	✓	✓
	Metal Theft Investigations - Work metal theft cases with property information, photos, thumbprint scans and digital signatures from scrap metal dealers nationwide.	●	●	●
	Phone Forensics Search - Upload your Cellebrite files and other call detail records to identify other suspects who may be involved in the case.		✓	✓
	Automatically Run Lists of POIs - Upload lists of known offenders and utilize this inter-agency communication system to receive notifications when other investigators encounter them.		✓	✓
	Image Search - Jewelry cases are easier to investigate when searching pictures. You'll also find the rapist wearing the red hat (really – this happened).		✓	✓
	CompStat Mapping System - Easily identify burglary patterns as stolen property is sold. Map activity as suspects travel across jurisdictional lines. Criminals can't hide.		✓	✓
	Real Time Crime - Case Dashboard - Cases run automatically. Instantly. Repeatedly. Find offenders related to multiple cases. Enhance charges by tracking defendant's criminal activity after initial arrest. Get hits on persons, property and serial numbers added after the initial report.			✓
	Automated File Transfer - Automatically upload case information for all crime types. RMS vendor help is typically not needed.			✓
	Notifications and Reports - Detectives, Analysts, and Patrol Officers receive alerts on their own cases/incidents. Supervisors see all cases, including unassigned, based on offense type and/or unit. Get hits on cases not yet assigned. Reports for investigators, units and command staff create focus and accountability.			✓
First full year subscription fee		\$2,113	\$2,463	\$8,208
Prorate services from 02/15/21 – 06/30/21		\$792	\$924	\$3,078

● = Currently provided to all Georgia law enforcement agencies via Georgia Bureau of Investigations

Agreement with initial term commitment of 36 months or longer caps price increases at 3% annually during the initial term. A formal written Agency Agreement executed by both parties is required. This proposal expires on 2/21/2021.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute CW2020010 GEFA Loan Documents

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- <https://gefa.georgia.gov/>

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for \$5,710,000
- Water Reclamation System Improvements for \$23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for \$5,710,000 with an interest rate of 0.99%. Council approved these documents in December 2020.
- During the January 25, 2021 GEFA Board Meeting, the City application from the Clean Water State Revolving Fund (CWSRF) was approved for \$23,300,000 with an interest rate of 1.04%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
- The origination fee of \$233,000 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS:

Approve for the Mayor to sign GEFA funding applications for Wastewater Plant Expansion Project.

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

No

AMOUNT AND SOURCE OF FUNDS:

\$23,300,000 GEFA Loan Funding

RECOMMENDATION:

To authorize for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion approved funding of \$23,300,000.

SAMPLE MOTION:

I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion loan with approved funding of \$23,300,000 at an interest rate of 1.04%.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [EXECUTIVE SUMMARY - Request to approve and sign CW2020010 Loan Documents.pdf](#)
- [CW2020010 Award Letter 1-25-2021.pdf](#)
- [CW2020010 Loan Documents.pdf](#)
- [CW2020010 Promissory Note.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute CW2020010 GEFA Loan Documents

DATE: 1/28/2021

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 2/4/2021

PURPOSE: To authorize for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion approved funding of \$23,300,000.

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
 - Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
 - <https://gefa.georgia.gov/>
-
-

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
 - Water System Improvements for \$5,710,000
 - Water Reclamation System Improvements for \$23,300,000
 - In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
 - During the January 25, 2021 GEFA Board Meeting, the City application from the Clean Water State Revolving Fund (CWSRF) was approved for \$23,300,000 with an interest rate of 1.04%.
 - Interest accrues and is payable monthly once construction draw requests begin.
 - The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
-
-

-
-
- The origination fee of \$233,000 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
 - The City must sign all documents before GEFA will execute the loan agreement.
-
-

OPTIONS: Approve for the Mayor to sign GEFA funding applications for Wastewater Plant Expansion Project.

RECOMMENDED SAMPLE MOTION:

I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the CW2020010 Water System Improvements loan with approved funding of \$23,300,000 at an interest rate of 1.04%.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

Brian P. Kemp **Kevin Clark**
Governor Executive Director

January 25, 2021

Mr. Bill Andrew
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

Re: City of Flowery Branch – Loan No. CW2020010

Dear Mr. Andrew:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$23,300,000 on January 25, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of \$233,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our

customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$107,571.69 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-450-8381 or acarroll@gefa.ga.gov.

Sincerely,

A handwritten signature in cursive script that reads "A Carroll".

Amanda Carroll
Project Manager

Enclosures

cc: Robert Troxler, Jr. / Infratec Consultants, Inc. (w/o enclosures)



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.

- ☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.
- ☐ GEFA Fiscal Sustainability Plan (FSP) Certification. Section 603(d)(1)(E) of the Clean Water Act requires the development of a Fiscal Sustainability Plan (FSP) for any loan that will repair, replace, or expand a treatment works. The borrower must select one of two certification options included on the third page of the FSP Certification document.
- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf
- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

**DO NOT
DATE THIS
PAGE**

This **LOAN AGREEMENT** (this “**Agreement**”) dated 20____, by and between **CITY OF FLOWERY BRANCH**, a corporate and politic (the “**Borrower**”), whose address for purposes shall be **5410 W PINE ST, FLOWERY BRANCH, GA 30542**, and **STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), the purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWENTY-THREE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$23,300,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **NOVEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$23,300,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not

conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and

adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower’s water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available For Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **JULY 25, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.



CITY OF FLOWERY BRANCH

Approved as to form:

Signature: _____

Print Name: _____

Title: _____

By: _____

Borrower's Attorney

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

Please Note:
*Attester must be
the same as
attester on
Resolution*

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

This project will upgrade the Flowery Branch water reclamation facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ITEM	TOTAL	CWSRF
Construction	\$19,500,000	\$19,500,000
Contingency	2,000,000	2,000,000
Engineering & Inspection	1,700,000	1,700,000
Administrative/Legal/Permits	100,000	100,000
TOTAL	\$23,300,000	\$23,300,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2021
Bid Opening	MARCH 2021
Notice to Proceed	APRIL 2021
Completion of Construction	JULY 2023

SPECIMEN PROMISSORY NOTE

\$23,300,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWENTY-THREE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$23,300,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 04/100 PERCENT (1.04%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2020010**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

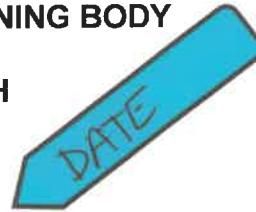
Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010



At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$23,300,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)



The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Events and Information Coordinator Proposal

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

City management and Council has requested information for a Events & Information Coordinator (Downtown Manager). Per the Carl Vinson Institute of Government recommendation, this position is a salary grade 19. We recommend starting at grade C, with the intention of hiring someone with experience.

FACTS AND ISSUES:

Pros for hiring now:

Provides time for training and acclimation to duties.

Provides time for planning of events and activities with the LLCVB.

Provides immediate support to City Clerk, Directors and the City Manager.

Provides immediate liaison for social media monitoring.

Provides immediate support to work with the City Manager and Council for the vision of downtown.

Provides a replacement for rental management company.

Cons for hiring now:

No events are taking place because of the COVID pandemic.

Should be considered in the rank priority of hiring needs among other departments.

OPTIONS:

See the attachments for details and budget.

Options include approve as presented, or deny.

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

No

AMOUNT AND SOURCE OF FUNDS:

General Fund FY2021 \$29,502.94; General Fund FY2022 \$117,079.65.

RECOMMENDATION:

Consideration of approval along while knowing there are other staffing requests needed city-wide.

SAMPLE MOTION:

Discussion Only

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Events & Information Coordinator Job Description.pdf](#)
- [Events & Information Coordinator - position analysis 1-29-2021.pdf](#)



Events & Information Coordinator

JOB SUMMARY

This position is responsible for coordinating and executing city events and public programs. Other duties will include providing assistance, when needed to the City Clerk. Under the City Clerk's supervision and in cooperation with the City Manager, the Public Information Officer will pursue opportunities to promote the City, develop and maintain an awareness of city programs and events, and regularly contact various groups, associations and news media. The position will provide expertise in internal and external communications, public relations and media relations. Work includes extensive writing, editing, social media initiatives, measuring outcomes and working in a collaborative team environment.

MAJOR DUTIES

- Plans, coordinates, and executes city events.
- Downtown marketing and events.
- Coordinate and manage the downtown Farmer's Market.
- Coordinates event preparations with other city departments and with business and community partners.
- Develops and implements marketing strategies for city events.
- Coordinates with vendors to acquire equipment and supplies for city events.
- Recruits and hires entertainment.
- Processes vendor invoices and applications.
- Develops and administers event budgets.
- Recruits and coordinates the work of event staff and volunteers.
- Manage all changes/updates to the city's website.
- Manage and schedule all social media posts on all social media platforms.
- Regular electronic sign updates
- Attend all job fairs for the city departments.
- "Gift basket Mondays" issue discussions to open communication between the City and local businesses.
- Oversees the City "art program."
- Annual "Tree City" Proclamation
- Manage regulatory licenses and present quarterly updates to City Council.
- Schedule all rentals of City properties and City Park rentals.
- Assists City Clerk with Council Meetings in the clerk's absence.
- Completes open records' requests in the City Clerk's absence.
- Performs related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of public event management principles.
- Knowledge of marketing principles and practices.
- Knowledge of city policies and procedures, including purchasing and budgeting procedures.
- Skill in problem solving.
- Skill in prioritizing and planning.

- Skill in interpersonal relations.
- Skill in oral and written communications.

SUPERVISORY CONTROLS

The City Clerk assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

GUIDELINES

Guidelines include relevant state and federal laws, city ordinances, and city and department policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position develops department guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied planning and administrative duties.
- The purpose of this position is to manage the overall operation of the department. Success in this position helps ensure the effective and efficient operation of the department and enhances the image of city government.

CONTACTS

- Contacts are typically with co-workers, other city employees, contractors, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting, standing, bending, crouching, or walking. The incumbent frequently lifts light and heavy objects.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

- Baccalaureate degree in a course of study related to the occupational field required; and
- More than three years of related experience required; or
- Any equivalent combination of education, experience, and training which provides the knowledge, skills, and abilities to perform the work.

PREFERRED QUALIFICATIONS

- Possession of or ability to readily obtain mandated clerk training from the University of Georgia's Carl Vinson Institute of Government.

- Possession of or ability to readily obtain Notary Public

SALARY AND BENEFITS

- Grade 19 ranging from \$52,374 to \$72,823, depending on qualifications and years of experience
- 12 annual paid holidays, two-week vacation, sick time of 1 hour per week/52 hours a year.
- Employer paid life insurance for employee.
- Employer paid health, vision, and dental for employee.
- Employer paid GMEBS (Georgia Municipal Employees Benefit System) Defined Benefit Plan.

POSITION: EVENTS & INFORMATION COORDINATOR

*Per the Carl Vinson Institute of Government Recommendation:
(we recommend starting at Grade C, \$54,233)

Salary Grade 19
\$52,374 - \$72,823

**Official job description is attached.

	Account	Name	FY2022 Budget	<u>Cost if hired in FY2021 - 10 pay periods remaining:</u>
1	100-7540-511100	Tourism / Salaries	\$54,233.00	\$20,858.85
	100-7540-511300	Tourism / Overtime	\$1,699.65	\$653.71
	100-7540-512100	Tourism / Health Insurance	\$12,276.00	\$2,455.20
	100-7540-512200	Tourism / FICA & Medicare	\$4,057.00	\$1,560.38
	100-7540-512220	Tourism / Long Term Disability	\$429.00	\$85.80
	100-7540-512400	Tourism / Retirement	\$ -	
	100-7540-512600	Tourism / GA SUI	\$65.00	\$25.00
	100-7540-521201	Tourism / Public Relations	\$3,000.00	\$600.00
	100-7540-523200	Tourism / Communications	\$3,600.00	\$720.00
	100-7540-523201	Tourism / Cell Phone	\$720.00	\$144.00
	100-7540-523300	Tourism / Advertising	\$3,000.00	\$600.00
	100-7540-523400	Tourism / Printing	\$3,000.00	\$600.00
	100-7540-523500	Tourism / Travel Expenses	\$3,000.00	\$600.00
2	100-7540-523700	Tourism / Training	\$3,000.00	\$600.00
3	100-7540-531192	Tourism / Events Support	\$25,000.00	

1. Salaries amount above includes sick time and annual bonus.
2. Clerk Training
3. for event emergencies (since we do not know the condition of supplies in the depot cage)
plus \$14,000 from LLCVB Support budget.

\$117,079.65

\$29,502.94

Pros for hiring now:

Provides time for training and acclimation to duties.
Provides time for planning of events and activities with the LLCVB.
Provides immediate support to City Clerk, Directors and the City Manager.
Provides immediate liaison for social media monitoring.
Provides immediate support to work with the City Manager and Council for the vision of downtown.
Provides a replacement for rental management company.

Cons for hiring now:

No events are taking place because of the COVID pandemic.
Should be considered in the rank priority of hiring needs among other departments.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Planning Staffing Request

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Discussion only.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

Planning

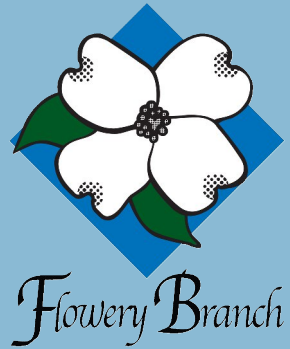
DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Comm Dev Staffing Request - Short presentation 2-4-2021.pptx](#)

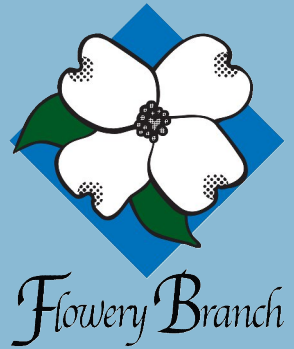
COMMUNITY DEVELOPMENT STAFFING:



- Three positions needed:
 - Planner 1/Planning Technician
 - Estimated salary \$50,000, benefits \$30,000 = \$80,000
 - Downtown Manager
 - Estimated salary \$60,000, benefits \$35,000 = \$95,000
 - Code Enforcement/Soil and Erosion Inspector
 - Estimated salary \$60,000, benefits \$35,000 = \$95,000

COMMUNITY DEVELOPMENT STAFFING:

- Reasons for new positions:
- New development
- More citizens
- More services needed
- Greater expectations
- Daily operation workload increase
- Long range planning needed





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Finance Staffing Request

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Finance Staffing Request - Short presentation 2-4-2021.pdf](#)

FINANCE STAFFING REQUESTS:



- Two positions needed:
 - Budget Manager
 - Estimated salary \$53,685, benefits \$29,075 = \$82,760
 - Financial Analyst
 - Estimated salary \$47,258, benefits \$27,152 = \$74,410
- REASONS – segregation of duties, realign duties to position for Finance Director and City Manager, increased reporting requirements for budget, financial reports and new debt reporting requirements.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Wastewater/Water Staffing Request

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Water/Wastewater

Prepared by: Vickie Short

ATTACHMENTS

- [Wastewater Staffing Request - Short presentation 2-4-2021.pdf](#)

WASTEWATER/WATER STAFFING REQUESTS:



Flowery Branch

- Two positions needed:
 - Maintenance Technician
 - Estimated salary \$40,000, benefits \$20,000 = \$60,000
 - Certified Operator
 - Estimated salary \$37,440, benefits \$20,000 = \$57,400
- REASONS – inadequate manpower to have consistent preventative and corrective maintenance performed on systems, delegation of duties from Assistant Director to focus on administration, plant expansion, need for redundancy in positions, safety concerns on the weekends, check businesses grease traps, and business inspections.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Works Staffing Request

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Public Works

Prepared by: Vickie Short

ATTACHMENTS

- [Public Works Staffing Request - Short presentation 2-4-2021.pdf](#)

PUBLIC WORKS STAFFING REQUESTS:



- Requesting four positions needed:
 - (4) General workers
 - Estimated salary each \$30,181, benefits \$17,042 = \$47,223 for a total of (4)= \$188,892
- REASONS – assist in everyday public work duties; be able to perform preventative maintenance projects and equipment; more people to work on single or multiple planned projects or emergency problems that arise; having enough people to cover when others are out for illness, vacation, etc..



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Police Department Staffing Request

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

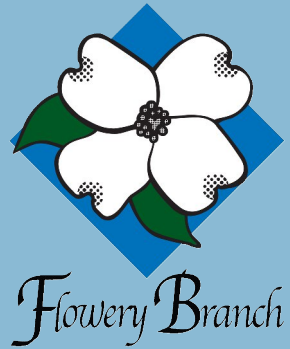
DEPARTMENT: Police

Prepared by: Vickie Short

ATTACHMENTS

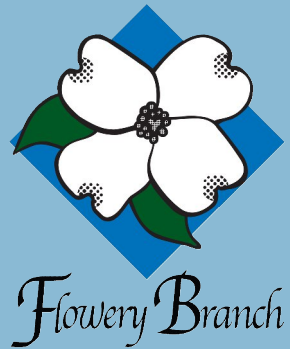
- [PD Staffing Request - Short presentation 2-4-2021.pptx](#)

PUBLIC SAFETY STAFFING REQUESTS:



- 6 positions needed:
 - 4 Patrol Officers
 - Estimated salary \$186,643.08 benefits \$ = \$85,113.09
=\$271,756.12
 - 1 Training Officer & 1 Investigator
 - Estimated salary \$91,987.74, benefits \$42,309.62 =
\$134,297.36
 - Vehicles = \$150,000.00
 - Other Equipment = \$32,360.00
- Total = \$588,413.48

- REASONS – (Patrol) - To continue providing for safety and security within the City at an acceptable level based upon the expectations of the citizens. To provide for more active preventative patrols. To evenly spread current workloads based upon current crime trends. To provide for the safety of officers while carrying out their duties.
- (Investigator) – To replace an Investigator position recently lost, share increasing workload requirements.
- (Training Officer) – Maintain Departmental training requirements, facilitate more in house training rather than travel.





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Per Diem-Mike Miller

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Mayor Miller Per Diem.pdf](#)



**CITY OF FLOWERY BRANCH
MAYOR & COUNCIL ATTENDANCE SHEET
PER DIEM PAY**

NAME Mike Miller

MONTH/YEAR January 2021

	MEETING DATE	DESCRIPTION OF MEETING
1	1/26/2021	South Hall Business Coalition
2	1/28/2021	Chamber of Commerce Board of Directors meeting
3		
4		
5		

My signature certifies that I am eligible to be paid for 5 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$100.00 (\$50.00 per mtg)

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider January 7, 2021 Meeting Minutes

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [January 7, 2021 Council Meeting Minutes.pdf](#)



**City of Flowerly Branch
City Council Meeting
January 7, 2021, 6:00 pm.
City of Flowerly Branch City Hall
5410 Pine Street, Flowerly Branch, GA 30542**



TELECONFERENCE MEETING

CONNECTION TO MEETING:

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/805722741>

You can also dial in using your phone.
United States: +1 (872) 240-3412

Access Code: 805-722-741

CALL PUBLIC HEARING TO ORDER:

Mayor Miller called the public hearing to order at 6:06 pm.

PRESENT BY TELECONFERENCE:

Mayor Mike Miller and Councilmembers Chris Mundy, Ed Asbridge, Leslie Jarchow, Amy Farrah and Joe Anglin.

Also present were Bill Andrew, City Manager, Vickie Short, City Clerk, Ron Bennett, City Attorney, Alisha Gamble, Finance Director, Rich Atkinson, Planner, and Bill Whidden, Public Works Director.

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING:

Consider a Conditional Use Permit (CUP) submitted by Jeremy Crosby, JPC design and Construction, LLC. to build and operate a car wash in the Highway Business District zoning district.

Mr. Atkinson presented the applicant's information. The Conditional Use Permit (CUP) was submitted by Jeremy Crosby with JPC Design and Construction, LLC. to build and operate a car wash in the Highway Business District zoning district.

Mr. Atkinson gave an overview of the schedule:

- January 7 – Public Hearing; Work Session
- February 4 – Work Session (if needed)
- February 18 – Vote
- March 4 – Work Session (if needed)
- March 18 – Vote

Staff recommendations:

- Approve as submitted
- No additional conditions requested
- Per conditions of previously approved variance:
 - Secondary business (car wash) shall be designed to match the principal structure

Mr. Asbridge asked if the car wash would be designed to match the gas station/Burger King. Mr. Atkinson explained that no elevations have been submitted but it will be conditioned.

Mr. Anglin asked about the entrances and traffic patterns.

There was a lengthy discussion among several participants regarding the entrance/exit into this area. Mr. Andrew shared that the Georgia Department of Transportation did not allow a median break to accommodate a left-hand turn.

The applicant shared that the finished product would be cohesive to the original plans as the gas station/Burger King.

PUBLIC COMMENTS:

In Favor: None

Against:

George McIlroy, 4631 Crawford Oaks Drive, Oakwood, GA 30566

Mayor Miller closed the public hearing for CUP at 6:50 pm.

PUBLIC HEARING:

Mayor Miller called the Public Hearing to order for the 1st Reading of Ordinance #623 at 6:50 pm.

Consider First Reading of Ordinance #2020-623 a rezoning application submitted by Mr. Bret Clark.

Mr. Atkinson presented the rezoning application for Ordinance #2020-603. The subject property is located at 5519 McEver Road; 08099 000007; 11.34+/- acres. The request is to Rezone from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) to construct a mixed-use development of townhomes and commercial outparcels.

Comprehensive Plan

- The project includes a commercial component that meets the intent of this character area but adds a townhome component.
- This property is a gateway to our downtown and adding a mixed-use project to this corner will help the continued development of downtown while providing services to the McEver Road corridor.

Mr. Atkinson gave an overview of the schedule:

- January 7 – Public Hearing & Work Session
- February 4 – Work Session (if needed)
- February 18 – Vote
- March 4 – Work Session (if needed)
- March 18 - Vote

Staff recommendation:

- No vote tonight
- Uses and proposed zoning designations are acceptable
- Layout, elevations, and conditions of zoning to be finalized prior to vote

PUBLIC COMMENTS:

In Favor: None

Against:

Sherry McAdams, 5918 Roselight Lane, Flowery Branch, GA 30542
Janet Westervelt, 6124 Oakhill Drive, Flowery Branch, GA 30542
Cole Chambers, 5539 McEver Road, Flowery Branch, GA 30542
Aneesa Jones, 5659 McEver Road, Flowery Branch, GA 30542

Natalya Jones, 5416 Gainesville Street, Flowery Branch, GA 30542
George McIlroy, 4631 Crawford Oaks Drive, Oakwood, GA 30566
Sean McAdams, 5918 Roselight Lane, Flowery Branch, GA 30542
Yvonne Mason, 5612 Hidden Harbor Drive, Flowery Branch, GA 30542
Kathy Morris, 5804 Morris Lane, Flowery Branch, GA 30542

Mayor Miller closed the public meeting for 1st Reading of Ordinance #623 at 7:59 pm.

Mr. Asbridge asked if this was the final layout. The applicant said that it was not.

Mr. Anglin asked about sidewalk access and retail parking.

There was a lengthy discussion among all regarding the retail concerns. The focus was on the timing of the retail portion and the concern for leasing out that space.

UNFINISHED BUSINESS - WORK SESSION:

Consider Second Reading of Ordinance #20-621 a rezoning request submitted by Eberly & Associates.

Consider Second Reading of Ordinance #20-622 a rezoning request submitted by Eberly & Associates.

Mr. Atkinson presented the information for Ordinances 621 & 622. The request is for a portion of 0000 Falcon Parkway Parcel # 08070 001002 & a portion of Portion of 0000 Falcon Parkway Parcel # 08073 000004A. Applicant would like to rezone from A (Agricultural) to M1 (Light Industrial) with the intent to construct a distribution facility and office.

Staff recommendation is to approve the rezoning request as conditioned.

Mr. Anglin asked about the buffers/landscaping along the highway. Mr. Will Greer, representing the applicant, explained the site plan in relation to the buffers. He stated that there will be a significant amount of coverage to maintain the existing condition. Mr. Anglin questioned the outdoor training area. Mr. Greer explained that is a small area for the applicant to provide testing of the product. Mr. Asbridge asked about the height of the building in relation to what the Falcons facility will see. Mr. Greer stated the building height is 40 ft.

Consider approval of New Operations Development Charge

Bobby Sills, Nelsnick Enterprises, provided additional information regarding these proposed charges.

Presentation Overview:

Development Charges:

- Fair and Equitable Concepts
- Levels of Service
- Legal Considerations
- Infrastructure Cost Related
- Operational Cost Related
- Recommendations

Mr. Sills presented details over the above items.

Recommendations included the following:

Round Down ODC

- \$850/EDU-Water, \$450/EDU-Wastewater

Monthly Base Charge Credit

- \$7.08/EDU-Water, \$3.75/EDU-Wastewater

Increase credit 2% per year

Recalculate ODC every 5 years

Mr. Anglin asked when the charges would go into place to the customer as well as in relation to building permits. There would have to be an amendment approved on the rate structure. Staff has also expressed concerns about the software implementation of these additional charges.

Mr. Asbridge asked if the billing dates would be the same. Mr. Sills responded that they would be the same.

NEW BUSINESS -WORK SESSION:

2021 Regulatory Event Dates

Ms. Short advised that the city authorizes certain events that are repeated annually. To streamline the process, regular events are being presented as one item.

Continuing, Ms. Short shared that these dates are tentative due to the ongoing COVID-19 risks. As each event date is approached, the feasibility and safety of hosting or allowing it to go on will be carefully reviewed by City staff prior to approval. With the City's new Main Street Development, staff is recommending the new Events Coordinator position be responsible for planning, coordinating and executing city wide events going forward. For events which have been historically managed by the Masonic Lodge, the Boy Scouts, etc., the Events Coordinator would be charged with developing a uniform set of guidelines or a framework for the events to follow. This framework would help insure we have a higher and more consistent Downtown Event experience.

Council noticed that the Car Show and Chili Cook-off was not listed on the events. The event, although annual, has been omitted due to prior organizers no longer being involved. A local business has approached Council members about organizing this event.

Mr. Anglin asked if the new person would replace the legacy events. Staff responded that the Events Coordinator would be responsible for streamlining and guiding future events in a more consistent matter. Mr. Asbridge offered support in the hiring of this new position.

There was a detailed discussion about the Events Coordinator position. Mr. Miller suggested we table this until the next council meeting.

Consider a Conditional Use Permit (CUP) submitted by Jeremy Crosby, JPC design and Construction, LLC, to build and operate a car wash in the Highway Business District zoning district.

There were no additional questions.

Consider First Reading of Ordinance #2020-623 a rezoning application submitted by Mr. Bret Clark.

Mr. Anglin asked if the future retail area would be platted and the size of that area. There was further discussion of the future retail area.

Consider an Intergovernmental Agreement (IGA) between Hall County and the City concerning geographic information services (GIS).

Ms. Gamble provided the history of these fees paid to Hall County:

Hall County has historically provided GIS services to the City. This is an updated IGA to continue to provide these services.

Below is the ten-year historical actual costs:

FY2011	\$18,746.17
FY2012	\$8,016.13
FY2013	\$11,410.99
FY2014	\$12,361.22
FY2015	\$12,457.73
FY2016	\$14,578.72
FY2017	\$12,267.39
FY2018	\$12,667.39
FY2019	\$30,900.00 (I believe this year they had a system upgrade and hiring of a new employee, which increased the expenses.)
FY2020	\$17,444.31

Mr. Andrew added that this IGA also provides addressing services for the City as well.

Consider-1st Reading of Ordinance 624 - Publishing of 2021 General Election Qualifying Fees

Ms. Short explained the First Reading of Ordinance 62 which is provide for the 2021 municipal election for the City of Flowery Branch for the following posts-Mayor, Post 3, Post 4 and Post 5- to set qualifying dates and to set the fee for said qualifying.

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:

- Mayor \$180.00
- Post #3 \$144.00
- Post #4 \$144.00
- Post #5 \$144.00

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 16, 2021 at 8:30 am through Wednesday August 21, 2019 at 4:30 pm.

DEPARTMENT REPORTS:

City Manager Report:

- Bill Ross and Rich Edinger will be at the 1/21/21 meeting to participate in a more thorough discussion of Impact Fees v. Storm Water Utility. A Pro/Con memo is being prepared.
- All Dept. Heads coming to Council Mtgs and Monthly Reports coming from me about City stats and issues to be aware of.

ADJOURNMENT WORK SESSION:

Mr. Miller adjourned the work session at 9:26 pm.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mr. Miller called the work session to order at 9:26 pm.

PUBLIC COMMENTS: There were no additional comments.

CONSENT AGENDA:

Consider Vehicles to Surplus and Auction through Gov Deals

There was a motion made to approve the consent agenda.

MOTION: Leslie Jarchow
SECOND: Ed Asbridge
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider Second Reading of Ordinance #20-621 a rezoning request submitted by Eberly & Associates.

Mr. Bennett read the caption for Ordinance 20-621.

There was a motion made to approve ordinance #20-621 as submitted and conditioned.

MOTION: Leslie Jarchow
SECOND: Ed Asbridge
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

Consider Second Reading of Ordinance #20-622 a rezoning request submitted by Eberly & Associates.

There was a motion made to approve Ordinance 20-622 a rezoning request submitted by Eberly & Associates.

MOTION: Chris Mundy
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider an Intergovernmental Agreement (IGA) between Hall County and the City concerning geographic information services (GIS).

There was a motion made to approve an Intergovernmental Agreement (IGA) between Hall County and the City concerning geographic information services (GIS).

MOTION: Amy Farah
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

Consider-1st Reading of Ordinance 21-624 - Publishing of 2021 General Election Qualifying Fees

Mr. Bennett read the caption to Ordinance 21-624.

There was a motion made to approve the First Reading of Ordinance 20-624 Publishing of 2021 General Election Qualifying Fees.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 9:37 pm for the purpose of property acquisition/disposition.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

There was a motion made to reconvene open session at 10:38 pm.

MOTION: Chris Mundy
SECOND: Amy Farah
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 10:39 pm.

MOTION: Amy Farah
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Amy Farah, Leslie Jarchow, Chris Mundy, Joe Anglin
NAYS: None
Motion carried

Mayor – Mike Miller

Date

City Clerk – Vickie Short



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider approval of New Operations Development Charge

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

FACTS AND ISSUES:

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

See Technical Memorandum for ODC Calculation.

OPTIONS:

Staff is recommending not to approve. See the memo attached. If a decision is made to approve, use 3/1/2021 as the effective date.

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

For discussion to consider approval of New Operations Development Charge

SAMPLE MOTION:

Staff is recommending not to approve. See the memo attached. If a decision is made to approve, use 3/1/2021 as the effective date.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Operations Fee Charge Technical Memorandum Sept 23 2020.pdf](#)
- [20-020 WS Rates Final Ordinance passed 8-20-2020.pdf](#)
- [FB Operations Fee TM November 16 2020.pdf.pdf](#)
- [Flowery Branch Council Presentation Jan 7 2021 w notes.pdf](#)
- [ODC Bill Impact Examples.pdf](#)
- [ODC Recommendation from Finance to Council 1-29-2021.pdf](#)
- [ODC Bill Impact Examples and Recommendation Slides 2-4-2021.pdf](#)



Technical Memorandum

DATE: *September 24, 2020*

PREPARED FOR: *Ms. Alisha Gamble*

COPIES TO: *Mr. Bill Andrew*
Mr. Ron Bennett

PREPARED BY: *Mr. Bobby Sills, AICP*

SUBJECT: *Operations Development Charge*

PROJECT: *Flowery Branch General Services – FY21*

Purpose

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Background Information

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

Rational Nexus

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

ODC Calculation

The ODC can be calculated by taking the projected 10-year operating costs after accounting for variable cost components and dividing by the capacity of the systems. This would provide a cost per gallon of service for both existing and future customers. The following table includes operating costs for the water and wastewater system for FY20. It excludes depreciation and any capital cost including debt payments and new projects.

Table 1
FY20 Operating Costs

Description	FY20 Actual Cost	Comments
Water Variable	\$51,569	Electrical/Chemical/Fuel
Fixed	\$530,129	Staffing/Supplies
Total	\$581,698	
Wastewater Variable	\$316,798	Electrical/Chemical/Fuel/Sludge
Fixed	\$508,604	Staffing/Supplies
Total	\$825,402	
Admin/Fixed	\$195,244	Shared 50/50 Water and Wastewater
Water Fixed	\$627,751	92% of total operations
Water Total	\$679,320	
Wastewater Fixed	\$606,226	66% of total operations
Wastewater Total	\$923,024	

Table 1 is used to determine the percentage of fixed cost to total costs for both the water and wastewater system. Administrative cost is considered fixed and allocated to water and wastewater at 50/50. The resulting fixed cost percentage for water is 92%. The high fixed cost is associated with water systems supplied by ground water where minimal treatment is required. The fixed cost for wastewater is 66% and related to the additional variable costs associated with the treatment of wastewater prior to discharge into Lake Lanier.

Table 2 takes the projected 10-year operational cost and divides by the system capacity for both water and wastewater. System capacity in gallons is also provided in terms of equivalent dwelling unit (EDU). The EDU for water is 231 gallons and for wastewater is 180 gallons for a typical household. The cost per EDU is then multiplied by a fixed cost factor (rounded to 90% and 60% for water and wastewater) to arrive at the cost per a typical home for a 10-year period.

Table 2
ODC Calculation

Water Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$6,284,384	1,500,000	6,494	\$967.80	90%	\$871.02	\$7.26
Wastewater Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$10,349,253	2,200,000	12,222	\$846.76	60%	\$508.05	\$4.23

The resulting ODC is \$871 for water and \$508 for wastewater per typical household (EDU). A credit to the monthly base charge would be provided to new customers for the duration of the 10-year ODC contract period. Thus, an ODC paid by new development in year 2021 would result in new customers within the development to have a lower base charge until 2031.

Recommendations

Nelsnick recommends rounding down the ODC to the nearest \$100 dollars. This will ensure that any operating efficiencies of the new plant would be accounted for in future calculations of the ODC. The ODC should be recalculated every 5-years to be sure developers are paying a fair share of projected fixed operational costs.

The following would result in a \$6.67 reduction in the monthly base charge. Larger meter customers would see a reduction based on the capacity ratio of the larger meter to the ¾" meter. The resulting projected revenues over the 10-year period is provided in the following table.

Table 2
ODC Calculation

Recommended ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)	Total Revenues Expected
\$800.00	\$6.67	\$3,463,203
Recommended ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)	Total Revenues Expected
\$500.00	\$4.17	\$3,333,333

RESOLUTION NO. 20-020

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICE'S, THE CONNECTION FEES FOR WATER SERVICE AND THE CONNECTION/CAPACITY FEES FOR SEWER SERVICE

WHEREAS, the City of Flowery Branch is authorized by Art. IX, §II, ¶ III of the Constitution of the State of Georgia, O.C.G.A. § 36-35-3 and Art. VI, § 6.6 of the Charter of the City of Flowery Branch to assess and collect fees, charges and tolls for sewer, sanitary, health services or any other services within and without the corporate limits of the city for the total cost to the city of providing such services; and

WHEREAS, Ordinance No. 100-F authorizes the City Council of the City of Flowery Branch to set the rates for water and sewer services, connection fees for water service and connection/capacity fees for sewer service by resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Flowery Branch that the rates for water and sewer services, the connection/capacity fees for water service and the connection/capacity fees for sewer service shall be as follows:

Section 1 - Water and Sewer Services Rates

Section 1.1 Within the Corporate Limits – Customers whose service address is within the city limits of Flowery Branch will be charged the inside city rates, fees, and charges.

Section 1.2 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Inside City Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$7.00	\$1.75	\$8.75
1"	\$17.50	\$1.75	\$19.25
1 1/2"	\$35.00	\$1.75	\$36.75
2"	\$56.00	\$1.75	\$57.75
3"	\$112.00	\$1.75	\$113.75
4"	\$175.00	\$1.75	\$176.75
6"	\$350.00	\$1.75	\$351.75
8"	\$560.00	\$1.75	\$561.75

Inside City Non-Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$14.00	\$1.75	\$15.75
1"	\$35.00	\$1.75	\$36.75
1 1/2"	\$70.00	\$1.75	\$71.75
2"	\$112.00	\$1.75	\$113.75
3"	\$224.00	\$1.75	\$225.75
4"	\$350.00	\$1.75	\$351.75
6"	\$700.00	\$1.75	\$701.75
8"	\$1,120.00	\$1.75	\$1,121.75

Section 1.3 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.4 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes:

Section 1.4.1 Single-Family Residential (SFR) Water Users – Customers that primary water use for a single-family detached home.

SFR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$5.60
Tier 2	2,501 - 4,500	\$7.56
Tier 3	Above 4,500	\$11.20

Section 1.4.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$5.60
Tier 2	2,501 - 4,500	\$7.56
Tier 3	Above 4,500	\$11.20

Section 1.4.3 Multi-Family Residential Water Users (master-metered) –

Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Inside City Water Volume Charges (Master-metered)

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500 x number of units	\$5.60
Tier 2	2,501 - 4,500 x number of units	\$7.56
Tier 3	Above 4,500 x number of units	\$11.20

Section 1.4.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Inside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 4,500	\$4.95
Tier 2	4,501 - 60,000	\$6.19
Tier 3	Above 60,000	\$7.43

Section 1.5 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on water meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Inside City Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$7.00	\$1.75	\$8.75
1"	\$17.50	\$1.75	\$19.25
1 1/2"	\$35.00	\$1.75	\$36.75
2"	\$56.00	\$1.75	\$57.75
3"	\$112.00	\$1.75	\$113.75
4"	\$175.00	\$1.75	\$176.75
6"	\$350.00	\$1.75	\$351.75
8"	\$560.00	\$1.75	\$561.75

Inside City Non-Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$14.00	\$1.75	\$15.75
1"	\$35.00	\$1.75	\$36.75
1 1/2"	\$70.00	\$1.75	\$71.75
2"	\$112.00	\$1.75	\$113.75
3"	\$224.00	\$1.75	\$225.75
4"	\$350.00	\$1.75	\$351.75
6"	\$700.00	\$1.75	\$701.75
8"	\$1,120.00	\$1.75	\$1,121.75

Section 1.6 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.7 Wastewater System Commodity Charges – Customers shall pay for all wastewater based on water metered using a uniform rate structure for all customer.

Inside City Single-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$8.93

Inside City Multi-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$7.25

Inside City Non-Residential Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$6.10

Section 1.8 Outside the Corporate Limits – Customers whose service address is outside the city limits of Flowery Branch will be charged the outside city rates, fees, and charges. The outside city rates reflect the additional cost in serving outside customer including additional pumping cost, travel, and risks associated with serving outside jurisdictional customer.

Section 1.9 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing fee of \$1.75 shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Outside City Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$8.75	\$1.75	\$10.50
1"	\$21.88	\$1.75	\$23.63
1 1/2"	\$43.75	\$1.75	\$45.50
2"	\$70.00	\$1.75	\$71.75
3"	\$140.00	\$1.75	\$141.75
4"	\$218.75	\$1.75	\$220.50
6"	\$437.50	\$1.75	\$439.25
8"	\$700.00	\$1.75	\$701.75

Outside City Non-Residential Water Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$17.50	\$1.75	\$19.25
1"	\$43.75	\$1.75	\$45.50
1 1/2"	\$87.50	\$1.75	\$89.25
2"	\$140.00	\$1.75	\$141.75
3"	\$280.00	\$1.75	\$281.75
4"	\$437.50	\$1.75	\$439.25
6"	\$875.00	\$1.75	\$876.75
8"	\$1,400.00	\$1.75	\$1,401.75

Section 1.10 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per

State law requirements.

Section 1.11 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes.

Section 1.11.1 Single- Family Residential (SFR) Water Users – Customers that primary water use for a single-family detached home.

SFR Outside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$7.00
Tier 2	2,501 - 4,500	\$8.75
Tier 3	Above 4,500	\$14.00

Section 1.11.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Outside City Water Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500	\$7.00
Tier 2	2,501 - 4,500	\$8.75
Tier 3	Above 4,500	\$14.00

Section 1.11.3 Multi-Family Residential Water Users – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Outside City Water Volume Charges (Master-metered)

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 2,500 x number of units	\$7.00
Tier 2	2,501 - 4,500 x number of units	\$8.75
Tier 3	Above 4,500 x number of units	\$14.00

Section 1.11.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Outside City Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Tier 1	0 - 4,500	\$6.19
Tier 2	4,501 - 60,000	\$7.74
Tier 3	Above 60,000	\$9.29

Section 1.12 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing fee of **\$1.75** shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on water meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.*

Outside City Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$8.75	\$1.75	\$10.50
1"	\$21.88	\$1.75	\$23.63
1 1/2"	\$43.75	\$1.75	\$45.50
2"	\$70.00	\$1.75	\$71.75
3"	\$140.00	\$1.75	\$141.75
4"	\$218.75	\$1.75	\$220.50
6"	\$437.50	\$1.75	\$439.25
8"	\$700.00	\$1.75	\$701.75

Outside City Non-Residential Wastewater Monthly Charges

Descriptions	Base Charge	Account Servicing Fee	Total
3/4"	\$17.50	\$1.75	\$19.25
1"	\$54.69	\$1.75	\$56.44
1 1/2"	\$109.38	\$1.75	\$111.13
2"	\$175.00	\$1.75	\$176.75
3"	\$350.00	\$1.75	\$351.75
4"	\$546.88	\$1.75	\$548.63
6"	\$1,093.75	\$1.75	\$1,095.50
8"	\$1,400.00	\$1.75	\$1,401.75

Section 1.13 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.14 Wastewater System Commodity Charges – Customers shall pay wastewater volume based on water metered using a uniform rate structure for all customers.

Outside City Single-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$11.16

Outside City Multi-Family Wastewater Volume Charges

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$9.06

**Outside City Non-Residential Wastewater Volume
Charges**

Descriptions	Volume Range (Gallons)	Unit Charge per 1,000 Gallons
Uniform Rate	All Volume	\$7.62

Section 1.15 Irrigation Meters Unit Charges – Inside City Customers shall pay the Inside City SFR Tier 3 volume rate for all water metered through an irrigation meter. Outside City Customers shall pay the Outside City SFR Tier 3 volume rate for all water metered through an irrigation meter.

Section 2 Gainesville Water System Customers Wastewater Charges

Customers utilizing the Flower Branch sewer system but receiving water service from the City of Gainesville shall be billed directly by the City of Gainesville using the following schedule. Please note, all units of sewage are billed based on the water meter reading and are in 100 cubic feet (CCF). There are approximately 748 gallons in 1 CCF.

Gainesville-Flowery Branch Sewer			
Inside City			
Description	Base	Unit (CCF)	Note
Residential	\$8.00	\$6.75	no volume in base
Multi-Family	\$8.00	\$6.75	no volume in base
Commercial	\$8.00	\$6.75	no volume in base
Industrial	\$8.00	\$6.75	no volume in base
Outside City			
Description	Base	Unit (CCF)	Note
Residential	\$9.00	\$8.30	no volume in base
Multi-Family	\$9.00	\$8.30	no volume in base
Commercial	\$9.00	\$8.30	no volume in base
Industrial	\$9.00	\$8.30	no volume in base

Section 3 Hardship Rates

SENIOR CITIZENS: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household is 65 years of age or older. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

DISABLED: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household has been declared disabled by the US Social Security Administration or the US Department of Veterans Affairs. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

Section 4 One-Time Water Leak Adjustment

Upon repairing a leak, a customer may receive an adjustment to the water bill or bills (two consecutive months) that covered the time of the leak. The customer remains responsible for their regular bills reduced by the leak amount. The leak amount will be calculated by subtracting the average month usage of the last 3 months (or less if 3-month data unavailable) from the impacted bills (2 months maximum). It is important that the customer understands that the onetime leak adjustment is available for an account holder only one time. The customer must provide either a copy of the plumber bill or copies of receipts for the repair to be given the one-time water leak adjustment.

Only Single-Family Residential customers are eligible for the One Time Leak Adjustment Policy. It does not apply to Commercial accounts.

It is important to note that the one-time water leak adjustment limit **does not** apply to sewer billings for a leak that **did not go into the sewer**. If the water leaked prior to entering the sewer line, you can give the customer an adjustment for the sewer portion of the bill. You may adjust the bill back to the customer's normal sewer billing. A sewer credit can be issued once a year for a maximum of three consecutive months (this is to encourage the customer to make the necessary repairs). The type of customer (residential or commercial) is not relevant to determine if the customer is eligible for the sewer adjustment. All classes of customers are eligible for the sewer credit.

Section 5 Tampering and Disconnection Fees

Service that has been scheduled for disconnection or has been disconnected for non-payment of a utility bill or evidence of meter tampering will be restored only after the past month and current month bill is paid in full and a \$30.00 (disconnection fee) service charge paid. A lock will be placed on the meter until the account is paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Evidence of removing or damaging a lock that has been placed on a meter for non-payment of service will require the City of Flowery Branch to remove the meter from the service address. Service will be restored only after the past month and current month bill is paid in full, a \$50.00 tampering fee is paid in full, a \$20.00 lock replacement fee is paid in full and a \$30.00 (disconnection fee) service charge paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Section 6 Water Connection Fees.

The Water Connection Fee includes four components as follow:

- 1) Tap Fee - the cost of tapping into the water main and providing a service main and meter box,
- 2) Meter Set Fee - the meter installation cost including backflow protection and data transmitter,
- 3) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, elevated storage, water supply/treatment and pumping to provide peak day water capacity based on requested water capacity or by meter size, and
- 4) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

Section 6.1 Tapping and Meter Set Fees - The water connection installation fee recovers the cost of labor, materials, and equipment for providing a connection from the water main to the property boundary including the cost of the meter box/vault. **This differs from the SDC in the next section which recovers the fair share cost of the distribution and treatment facilities based on requested capacity.** The meter set fee recovers the cost of labor, materials, and equipment for providing the meter, backflow, and data transmitter. Tapping Fees and Meter Set Fees apply to all connections performed by Flowery Branch staff including the installation of master meters, direct service to individual units, and irrigation meters. Developers that install the tap and meter box to Flowery Branch specifications shall only pay the meter set fee. Developers that purchase meters/backflow and transmitter from Flowery Branch and install meter shall only pay the cost of materials.

Water Connection Installation Fee

Descriptions	Tap Fee	Meter Set Fee	Total
3/4" Short	\$693	\$580	\$1,273
1" Short	\$593	\$750	\$1,343
2" and larger	At Cost	At Cost	At Cost

Section 6.2 System Development Charge and Admin Fee - The System Development Charge for water service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Water SDC and Administration Fee. Attached multi-unit developments typically use less water than detached units. A 70% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will use **231.2** gallons for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 231.2 gallons of capacity from the water distribution and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$23** for multi-family attached developments for each unit, **\$33** for ¾" detached developments and multi-unit commercial developments and **\$50** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the

development.

Water Connection System Development Charge and Admin Fee

Meter Size (in inches)	Capacity Ratios	Water SDC	Admin	Total
3/4" Meters used in Multiunit Attached Developments	0.7	\$773	\$23	\$796
3/4" Detached Single Family and individual businesses	1	\$1,104	\$33	\$1,137
1"	2.5	\$2,760	\$50	\$2,810
1 1/2"	5	\$5,520	\$50	\$5,570
2"	8	\$8,832	\$50	\$8,882
3"	16	\$17,664	\$50	\$17,714
4"	25	\$27,600	\$50	\$27,650
6"	50	\$55,200	\$50	\$55,250
8"	80	\$88,320	\$50	\$88,370

Section 6.3 Irrigation Meters - A 3/4" irrigation meter will use approximately 600 gallons per application assuming 30 minutes and 20 gallons per minute (3/4" meter) or over twice the single-family home domestic meter, as such, an irrigation meter shall be charged an SDC two times the SDC rate of a non-irrigation meter of equivalent size. i.e. the SDC for a 1" irrigation meter would be **2 X \$2,760 = \$5520** plus any installation costs (labor, equipment and materials). No administrative fee would be applied to an irrigation meter for existing or new non-irrigation customer connections. To encourage water conservation, residential units are prohibited to have an irrigation meter with all water metered being charged the appropriate water Tiered rate plus if applicable sewer unit charges.

Water Irrigation Meter System Development Charge

Irrigation Meter Size (in inches)	Capacity Ratio	Water SDC	Total
3/4"	2	\$1,104 x 2	\$2,208
1"	5	\$2,760 x 2	\$5,520
1 1/2"	10	\$5,520 x 2	\$11,040
2"	16	\$8,832 x 2	\$17,664
3"	32	\$17,664 x 2	\$35,328
4"	50	\$27,600 x 2	\$55,200
6"	100	\$55,200 x 2	\$110,400
8"	160	\$88,320 x 2	\$176,640

Section 6.4 Multi-unit Development served by a master-meter - Multi-unit developments that install sub-metering¹ to individual units shall provide connection to the Flowery Branch water system and meter boxes per Flowery Branch specification for each master meter required to serve the development. Developer shall only pay the meter set fees for the master meters, and SDC and admin fees for each sub-metered unit. The meter set fee will be based on meter size of the master meters installed by Flowery Branch and include labor, materials and equipment associated with the meter, backflow protection and data transmitter as applicable (see Section 6.1). The SDC and Admin fee will be based on the sub-meter size based on the following table.

Water System Development Charge and Admin Fee (Master-metered)

Sub-meter Size	Meter Equivalency Ratios	SDC	Admin	Total
3/4" or smaller Attached Units	0.7	\$773	\$23	\$796 x # of units
3/4" Single Family/Business Detached	1	\$1,104	\$33	\$1,137 x # of units
1"	2.5	\$2,760	\$50	\$2,810 x # of units
1 1/2"	5	\$5,520	\$50	\$5,570 x # of units
2"	8	\$8,832	\$50	\$8,882 x # of units
3"	16	\$17,664	\$50	\$17,714 x # of units
4"	25	\$27,600	\$50	\$27,650 x # of units
6"	50	\$55,200	\$50	\$55,250 x # of units
8"	80	\$88,320	\$50	\$88,370 x # of units

Section 6.5 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate schedules. In the event that the developer requires a different capacity other than provided in the SDC tables, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff or consultant for reasonableness. The cost for capacity (SDC) is **\$4.78** per peak day gallon plus the appropriate admin fees by meter size for each unit. **The service main and/or meter size capacity to the Flowery Branch water system shall not exceed the requested capacity.**

Section 6.6 Connections for Fire Suppression – Any building requiring fire suppression/sprinklers shall pay for the capacity based on the pipe diameter size using the capacity ratios and multiplying by the ¾" water system development charge. Developers that provide public access fire hydrants within their development and dedicate to the City of Flowery Branch shall be exempt from the Fire Suppression System Development Charge.

¹ Georgia state law now requires all new multi-unit developments to individually meter each unit within the development. Water charges based on the master meter are to be fairly allocated to the individual units based on usage. Flowery Branch shall only be responsible for billing at the master meter level.

Section 6.7 Example Situation

Section 6.7.1 Single Family ¾" water meter installed by Flowery Branch staff

The owner/developer will pay \$1,273 for the Tap and Meter Set fees and \$1,137 for the SDC and admin fee or a total of \$2,410.

Section 6.7.2 Single Family detached Subdivision with ¾" water meter installed by Flowery Branch staff and developer providing water tap and meter box for 25 homes. Also, a 1" irrigation meter is requested to be installed by Flowery Branch for a common area to be the responsibility of a homeowners association.

The owner/developer will pay \$580 in Meter Set fees and \$1,137 in SDC and admin fees for each home or 25 x 1,717 a total of \$42,925. The irrigation meter would be \$5,520 plus any installation costs performed by Flowery Branch. Please note; irrigation meters are prohibited to single family dwellings to promote water conservation but are available for non-residential entities that would be responsible for billing.

Section 6.7.3 Multiunit development served by two 2" master meters for two 5-unit condo buildings with each unit sub-metered. Also, an addition 1" meter is installed by the developer for a clubhouse to be the responsibility of a homeowner's association.

The owner/developer will pay Meter Set fees for each master meter at cost. The owner/developer will also pay \$796 in SDC and admin fees for each unit or 10 x \$796 or a total of \$7,960. The 1" clubhouse meter installed by the developer purchased at-cost from Flowery Branch will add \$2,810 to the total fee.

Section 7 Sewer Connection/Capacity Fees

The Wastewater Connection Fee includes two components as follows:

- 1) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, lift stations and treatment to provide peak day sewer capacity based on requested flow capacity or water meter size, and
- 2) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

The cost of installation of the sewer connection is the responsibility of the developer/owner.

Section 7.1 System Development Charge and Admin Fee - The System Development Charge for wastewater service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Wastewater SDC and Administration Fee. Attached multiunit developments typically use less water than detached units. A 90% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will return **180.3** gallons of wastewater to Flowery Branch for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 180.3 gallons of capacity from the wastewater collection and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$36** for multi-family attached developments for each unit, **\$50** for ¾" detached developments and multi-unit non-residential developments and **\$50** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the development

Wastewater Connection System Development Charge and Admin Fee

Water Meter Size* (in inches)	Meter Equivalency Ratios	Wastewater SDC	Admin	Total
¾" Meters used in Multiunit Attached Developments	0.7	\$1,932	\$36	\$1,968
¾" Detached Single Family and individual businesses	1	\$2,760	\$50	\$2,810
1"	2.5	\$6,900	\$50	\$6,950
1 1/2"	5	\$13,800	\$50	\$13,850
2"	8	\$22,080	\$50	\$22,130
3"	16	\$44,160	\$50	\$44,210
4"	25	\$69,000	\$50	\$69,050
6"	50	\$138,000	\$50	\$138,050
8"	80	\$220,800	\$50	\$220,850

*Irrigation meters should be excluded from capacity requests and system development charges.

Section 7.2 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate SDC schedule. In the event that the developer requires a different capacity other than provided in the SDC schedules, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff and/or consultant for reasonableness. The cost for wastewater capacity (SDC) is **\$15.53** per peak day gallon plus the appropriate admin fees by meter size for each unit.

Section 8. Oakwood Sewer. Gainesville water customers with City of Oakwood sewer service with treatment provided by Flowery Branch shall be billed for wastewater at 100% of water metered. The billed volume is provided by the Gainesville Department of Water Resources at \$1.00 per month per account. The billed amount is collected by Flowery Branch and a share is provided to the City of Oakwood for sewer service. Customers seeking Oakwood sewer service will pay any connection related fees directly to the City of Oakwood. Customers should contact the City of Oakwood for latest rates, fees and charges related to this sewer service.

Section 9. Moratoriums. If new development is estimated to exceed the capacity of water supply or distribution system capacity or wastewater collection or treatment, the City of Flowery Branch may place a temporary moratorium on new development until such capacity is added. Such moratorium may be system-wide or to specific geographic locations of the service area depending on the situation. A separate ordinance will be voted on by City Council at the recommendation of the City Manager as to the time and scope of the moratorium.

Section 10. Landlord Agreement. Landlords may request continuous water service for newly unoccupied rental units by using the latest landlord agreement form provided by the Water/Wastewater Department. A turn-on fee of **\$30** will be charged each time when the account is re-established in the Landlord's name at the time that a tenant requests service disconnection OR tenant account is closed for non-payment and service is transferred to the landlord. The landlord will be responsible for all billed water volume and monthly fees of the unoccupied rental unit during this time. A **\$60** administration fee and refundable deposit of **\$120** per rental unit shall be required for the duration of the landlord agreement. The maximum deposit shall not exceed **\$1,080**.

Each time a new tenant applies for service for any of the service addresses listed on the landlord agreement form said account will be final billed. However, should the landlord for any reason, request that the water service be disconnected once the agreement is established and no tenant has applied for water/sewer service, the appropriate charges will be billed, and this agreement will be null and void.

Landlord's requesting to participate in this agreement must have a good payment history. The Landlord's deposit will remain on the account until the Landlord requests the account be taken off of Landlord status and the account is closed. If any accounts on this agreement fall into delinquent status, this agreement will be considered null and void.

Section 12. Miscellaneous Fees. The following are additional fees for specific services provided by Flowery Branch.

- **\$120 for Water and Sewer Deposit Fee** – This is charged for new application for water and sewer service. The deposit will be used for the final bill and any

potential balance refunded to a customer.

- \$65 for Sewer Only Deposit Fee – This is charged for new application for sewer only service. The deposit will be used for the final bill and any potential balance refunded to a customer.
- \$60 admin fee for new service applications – The administrative cost of establishing an account and turning on the water meter.
- \$60 cut off fee – The administrative cost of closing an account and turning off the water meter. This applies to all accounts 30 days past due.
- \$30.00 Return Check Fee – A fee will be charged on checks or bank drafts returned for any reason, and water service may be subject to disconnect.
- \$30 turn-on fee – This fee is charged to turn the water service on for existing connections.
- Sewer Inspection Fee – TBD
- Water Inspection Fee – TBD

Section 13. Debt Collections. Accounts that are not fully paid after 90 days shall be turned over to a collection agency for processing. An additional service fee of may be applied to cover the cost of collection agency.

Section 13. Repeal of Conflicting Resolutions. Any part of any prior resolutions in conflict with the terms of this Resolution, are hereby repealed to the extent of the conflict; but it is hereby provided, that any resolution, ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Resolution on behalf of the City of Flowery Branch.

Section 14. Severability. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Resolution shall be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstance shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of the Resolution to other circumstances no so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt all parts hereof as may not be held invalid for any reason.

Section 15. Brochure and Other Guides Conflicts. The City of Flowery Branch provides brochures and guides to assist customers on the rates, fees and charges of the Flowery Branch water and wastewater systems. If any information from these documents conflict with the latest Council approved ordinance, the ordinance shall prevail.

Section 15. Effective Date. This Resolution shall become effective the date of August 20, 2020 once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 20th day of August 2020.


James Miller, Mayor

ATTEST:


Vickie Short, City Clerk

APPROVED AS TO FORM:


Ron Bennett, City Attorney





Technical Memorandum

DATE: *November 16, 2020*

PREPARED FOR: *Ms. Alisha Gamble*

COPIES TO: *Mr. Bill Andrew*
Mr. Ron Bennett

PREPARED BY: *Mr. Bobby Sills, AICP*

SUBJECT: *Operations Development Charge*

PROJECT: *Flowery Branch General Services – FY21*

Purpose

The purpose of this technical memorandum (TM) is to provide documentation on the calculation of the Flowery Branch Water and Wastewater systems' proposed operations development charge (ODC).

Background Information

Flowery Branch is experiencing significant new development that will require the expansion of water and wastewater capacity in order to maintain sufficient levels of service. A system development charge (SDC) is applied to new development to recover the cost of the new infrastructure. The ODC is being proposed for new development to pay for the fair share of expected operations cost over a 10-year period. The ODC will be based on fixed operating costs only and divided by the capacity of the systems to get a per gallon cost. These fixed operational costs are partly recovered from active customers monthly base charge. New customers in developments that have paid an ODC will be provided a base charge credit that will expire at the end of the 10-year period it covers.

Rational Nexus

The provision of water and wastewater service is a benefit to new development. Specifically, municipal water and wastewater service provides for higher density and increased marketability of new development. Currently, the cost of providing sufficient staff to operate the systems has been allocated to existing customers only. These fixed costs are recovered by a monthly base charge and a portion of the unit rate for water and wastewater. Given the benefit in terms of increased density and marketability of new development, a 10-year contract for providing these services is warranted. Further, the calculated ODC should be reasonably related to the fair share of the fixed cost of operating the system.

ODC Calculation

The ODC can be calculated by taking the projected 10-year operating costs after accounting for variable cost components and dividing by the capacity of the systems. This would provide a cost per gallon of service for both existing and future customers. The following table includes operating costs for the water and wastewater system for FY20. It excludes depreciation and any capital cost including debt payments and new projects.

Table 1
FY20 Operating Costs

Description	FY20 Actual Cost	Comments
Water Variable	\$59,325	Electrical/Chemical/Fuel
Fixed	\$522,373	Staffing/Supplies
Total	\$581,698	
Wastewater Variable	\$316,798	Electrical/Chemical/Fuel/Sludge
Fixed	\$508,604	Staffing/Supplies
Total	\$825,402	
Admin/Fixed	\$195,244	Shared 50/50 Water and Wastewater
Water Fixed	\$619,995	91% of total operations
Water Total	\$679,320	
Wastewater Fixed	\$606,226	66% of total operations
Wastewater Total	\$923,024	

Table 1 is used to determine the percentage of fixed cost to total costs for both the water and wastewater system. Administrative cost is considered fixed and allocated to water and wastewater at 50/50. The resulting fixed cost percentage for water is 91%. The high fixed cost is associated with water systems supplied by ground water where minimal treatment is required. The fixed cost for wastewater is 66% and related to the additional variable costs associated with the treatment of wastewater prior to discharge into Lake Lanier.

Table 2 takes the projected net present value using a 2% discount rate of the 10-year operational cost and divides by the system capacity for both water and wastewater. System capacity in gallons is also provided in terms of equivalent dwelling unit (EDU). The EDU for water is 231 gallons and for wastewater is 180 gallons for a typical household. The cost per EDU is then multiplied by a fixed cost factor (rounded to 90% and 60% for water and wastewater) to arrive at the cost per a typical home for a 10-year period.

Table 2
ODC Calculation

Water Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$6,474,208	1,500,000	6,494	\$997.03	90%	\$897.33	\$7.48
Wastewater Operational Cost FY22-FY31	Capacity	EDU's	Cost/EDU	Fixed Cost Factor	ODC per EDU	FY22 - FY31 Base Charge Reduction (new subdivisions only)
\$9,170,794	2,200,000	12,222	\$750.34	60%	\$450.20	\$3.75

The resulting ODC is \$897 for water and \$450 for wastewater per typical household (EDU). A credit to the monthly base charge would be provided to new customers for the duration of the 10-year ODC contract period. Thus, an ODC paid by new development in year 2021 would result in new customers within the development to have a lower base charge until 2031.

Recommendations

Nelsnick recommends rounding down the ODC to the nearest \$50 dollars. This will ensure that any operating efficiencies of the new plant would be accounted for in future calculations of the ODC. The ODC should be recalculated every 5-years to be sure developers are paying a fair share of projected fixed operational costs.

The following would result in a \$6.67 reduction in the monthly water base charge and \$3.33 reduction for the wastewater monthly base charge. Larger meter customers would see a reduction based on the capacity ratio of the larger meter to the ¾" meter. The resulting projected revenues over the 10-year period is provided in the following table. These revenues should be placed in the operating reserve and used for fixed operating cost only. The credit should be inflated 2% per year to match the discounted 10-year fixed operations cost used in the calculation in Table 3.

Table 3
ODC Calculation

Recommended ODC per EDU	FY22 Base Charge Reduction (new subdivisions only)*	Total Revenues Expected
\$850.00	\$7.08	\$3,679,654
Recommended ODC per EDU	FY22 Base Charge Reduction (new subdivisions only)*	Total Revenues Expected
\$450.00	\$3.75	\$3,000,000

*Base charge reduction raised 2% per year

Flowery Branch, Georgia

Development Charges 101

January 7, 2021

Presentation Overview

Development Charges

Fair and Equitable Concepts

Levels of Service

Legal Considerations

Infrastructure Cost Related

Operational Cost Related

Recommendations

Fair and Equitable

Equitable

Same fee structure within a customer class

Customer classes generally homogenous

Fairness

Fee is related to service being provided

Affordability

Rate Credit

Levels of Service



Comfort

Speed



Levels of Service

Recoupment

Excess Capacity Only

Increase in Levels of Service

Portion that is Excess Capacity only

Plus, Added Capacity

Case Law

KRUPP CSA LLC v. BRECKENRIDGE SANITATION DISTRICT (2001)

CITY OF GRIFFIN v. McDANIEL et al. (2004)

CITY OF HOSCHTON et al. v. HORIZON COMMUNITIES et al. (2010)

QUALITY BUILT HOMES v. TOWN OF CARTHAGE (2018)

Infrastructure Cost

Capital Projects Scenarios

Increase Level of Service

Increase Capacity

Renewal of Asset (no new capacity or LOS increase)

Renewal of Asset (with new capacity and/or LOS increase)

New Fee Discussion

Operations Development Charge (ODC)

10-Year Service Contract

Recovers Fixed Costs for Operations

Credit to New Customers

Fee Proportionate to Capacity Requested

Fee Calculation

Operating Cost

Staffing/Supplies

No Power/Electrical

No Infrastructure Cost

10-Year Projection using 2% Discount Rate

\$897 per EDU Water

\$450 per EDU Wastewater

Credit Calculation

Total ODC / 120 (12 months 10 years)

Duration of ODC Contract Period

Raised 2% per year

Administrative Issues (Tracking/Notification)

Reduction of Monthly Base Charge

\$7.48 per EDU Water

\$3.75 per EDU Wastewater

Recommendations

Round Down ODC

\$850/EDU - Water

\$450/EDU - Wastewater

Monthly Base Charge Credit

\$7.08/EDU - Water

\$3.75/EDU - Wastewater

Increase credit 2% per year

Recalculate ODC every 5-years

Flowery Branch, Georgia Operations Development Charge

Questions/Comments?

ODC Bill Impact Examples (from Summit Lakes current billing cycle)

Planned Increases	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Water	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Wastewater	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	
Credit	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11

Bill Example 1:												
20-0000810-01	Water	\$17.66	\$18.54	\$19.47	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	23.99	25.67	27.47	29.39	31.45	33.65	36.01	38.53	41.23	44.12	47.21
		\$43.40	\$45.96	\$48.69	\$51.58	\$54.66	\$57.93	\$61.42	\$65.12	\$69.06	\$73.25	\$77.71
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	
		\$32.57	\$34.91	\$37.42	\$40.08	\$42.93	\$45.97	\$49.22	\$52.68	\$56.37	\$60.31	\$77.71

Bill Example 2:												
20-0001200-01												
	Water	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.45	\$47.72	\$50.11	\$52.62	\$55.25
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	44.59	47.71	51.05	54.62	58.44	62.53	66.91	71.59	76.60	81.96	87.70
Operation Prepayment Credit		\$80.26	\$85.08	\$90.20	\$95.64	\$101.42	\$107.57	\$114.11	\$121.06	\$128.46	\$136.33	\$144.70
		-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$69.43	\$74.03	\$78.93	\$84.14	\$89.69	\$95.61	\$101.91	\$108.62	\$115.77	\$123.39	\$131.50

Bill Example 3:												
20-0000390-01												
	Water	\$69.24	\$72.70	\$76.34	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	73.59	78.74	84.25	90.15	96.46	103.21	110.43	118.16	126.43	135.28	144.75
		\$144.58	\$153.19	\$162.34	\$172.06	\$182.38	\$193.34	\$204.98	\$217.35	\$230.49	\$244.46	\$259.30
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$133.75	\$142.14	\$151.07	\$160.56	\$170.65	\$181.38	\$192.78	\$204.91	\$217.80	\$231.52	\$246.10

Assumptions

Assumes 3/4" meter, larger meters would receive a larger credit if applicable

Water rate/base charge increases at 5% per year

Sewer rate/base charge increases at 7% per year

No increase for the Account Servicing fee

Operations Developer Prepayment Credit is raised 2% per year

Future rate increase needs may differ under high growth situation or changes in future costs and should be updated annually

01.29.2021

ODC Recommendation from Finance

To
Mayor and Council

From
Alisha, Finance Director

CC Bill, City Manager

Comments:

Mayor and Council,

During further investigation of implementing the new 10-year ODC charge and credit for customers, the finance department recommends denying this change.

Our Utility Billing software will be able to create the credits on the accounts. The problems are with ongoing monitoring and tracking of the 10-year term on each property as it is permitted. This process would create several different scenarios for monitoring and implementation based on when the permit is purchased. Staff would have to create a manual service order and alert on each property as the permit is issued and monitor these alerts if the property changes ownership.

If the alerts are created on the account holders name, the information would be lost if the property changes ownership. This issue leads to a significant room for human error over 10-20-year period, depending when the permit is purchased. Because the ODC runs for 10 years (120 months) and begins its 10 years at the time the building permit is issued, you could be tracking thousands of accounts starting at 120 intervals. If a permit was issued in that 120th month, then that account would be tracked for 10 years at that point, thus leaving the Finance staff with an account changing 20 years from now. Due to limited staff time and extended term of this proposal, I do not recommend monitoring this many properties in an excel spreadsheet outside of the software.

City of Flowery Branch, GA

Tel 770-967-6371
Fax 770-967-6481

5410 W. Pine Street
PO Box 757
Flowery Branch, GA 30542

www.flowerybranchga.org



ODC Bill Impact Examples (from Summit Lakes current billing cycle)

Planned Increases	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Water	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Wastewater	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	
Credit	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11

Bill Example 1:

20-0000810-01	Water	\$17.66	\$18.54	\$19.47	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	23.99	25.67	27.47	29.39	31.45	33.65	36.01	38.53	41.23	44.12	47.21
		\$43.40	\$45.96	\$48.69	\$51.58	\$54.66	\$57.93	\$61.42	\$65.12	\$69.06	\$73.25	\$77.71
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	
		\$32.57	\$34.91	\$37.42	\$40.08	\$42.93	\$45.97	\$49.22	\$52.68	\$56.37	\$60.31	\$77.71

Bill Example 2:

20-0001200-01	Water	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.45	\$47.72	\$50.11	\$52.62	\$55.25
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	44.59	47.71	51.05	54.62	58.44	62.53	66.91	71.59	76.60	81.96	87.70
		\$80.26	\$85.08	\$90.20	\$95.64	\$101.42	\$107.57	\$114.11	\$121.06	\$128.46	\$136.33	\$144.70
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$69.43	\$74.03	\$78.93	\$84.14	\$89.69	\$95.61	\$101.91	\$108.62	\$115.77	\$123.39	\$131.50

Bill Example 3:

20-0000390-01	Water	\$69.24	\$72.70	\$76.34	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	73.59	78.74	84.25	90.15	96.46	103.21	110.43	118.16	126.43	135.28	144.75
		\$144.58	\$153.19	\$162.34	\$172.06	\$182.38	\$193.34	\$204.98	\$217.35	\$230.49	\$244.46	\$259.30
	Operation Prepayment Credit	-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$133.75	\$142.14	\$151.07	\$160.56	\$170.65	\$181.38	\$192.78	\$204.91	\$217.80	\$231.52	\$246.10

Assumptions

Assumes 3/4" meter, larger meters would receive a larger credit if applicable

Water rate/base charge increases at 5% per year

Sewer rate/base charge increases at 7% per year

No increase for the Account Servicing fee

Operations Developer Prepayment Credit is raised 2% per year

Future rate increase needs may differ under high growth situation or changes in future costs and should be updated annually



Flower Branch

STAFF RECOMMENDATION:

- Staff recommends denying approval of the new ODC charge
- Reasons:
 - Accounting issues with software; room for error with recording and notification processes, causing confusion for the customer.
 - Unable to provide streamline process for monitoring.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

This is the original lease as signed in January 2020 with an extension to September 30, 2021. This extension will coincide with the Hill Wood realty, LLC lease for that same, shared location. This will allow the City to review our options for that space going forward. with the same lease expiration date.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [First Extension American Eagle Mortgage Lease.doc.docx](#)
- [Fully Executed Flowery Branch Lease Feb 1, 2020 - Jan 31, 2021.pdf](#)

AGREEMENT TO EXTEND LEASE AGREEMENT

THIS AGREEMENT TO EXTEND LEASE AGREEMENT (this “Extension Agreement”), is made and entered into effective the 1st day of February, 2021, by and between the City of Flowery Branch, Georgia (hereinafter referred to as “Landlord”) and LendUS, LLC d/b/a American Eagle Mortgage, a limited liability company, (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated January __, 2020, (the “Original Lease”), for that certain property commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit “A” attached to the Original Lease (the “Demised Premises”); and

WHEREAS, the Original Lease shall expire on January 31, 2021; and

WHEREAS, Landlord and Tenant desire to extend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Second Lease is hereby extended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Extension Agreement form a material part of this Extension Agreement and are incorporated herein by this reference, and such recitals and representations and the Second Lease are hereby ratified.
2. Extension Term. Landlord and Tenant hereby agree to extend the term of the Second Lease for an additional period of eight (8) months, commencing on the 1st day of February, 2021, and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of October, 2021, (the “Extended Term”).
3. Rent. For and during the Extended Term, Tenant shall pay monthly rent in the amount of \$1300.00.

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Extension Agreement and each term and provision contained herein, and by the execution of this Extension Agreement shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Extension Agreement is executed, the terms of this Extension Agreement are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This _____ day of _____, 2021.

LANDLORD: CITY OF FLOWERY BRANCH, GA

By: _____
James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

Signatures Continued Next Page

TENANT: LENDUS, LLC D/B/A
AMERICAN EAGLE MORTGAGE

By: _____
Ava Novak, CFO

Sworn to and subscribed before me
this _____ day of February, 2021.

NOTARY PUBLIC

My Commission Expires:

LEASE AGREEMENT BY AND BETWEEN THE CITY OF FLOWERY BRANCH,
GEORGIA AND LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

STATE OF GEORGIA
COUNTY OF HALL

THIS LEASE is made as of the 23RD day of January 2020, between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and LendUS, LLC d/b/a American Eagle Mortgage (hereinafter referred to as "Tenant");

WITNESSETH:

Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by referenced herein (the "Demised Premises").

ARTICLE I
Rent and Term

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February, 2021.

Section 1.01. Renewal is at the option of the Tenant and Landlord after the initial one-year term.

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of \$15,600.00, payable in US Dollars. The first rent installment shall be \$1,300.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of \$1,300.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one -year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of \$15,600.00, payable in US Dollars, in equal monthly installments of \$1,300.00, in advance on the first day of each calendar month beginning February 1, 2021.

Section 1.03. All monthly payments except for the first installment of the first term are due the 1st day of the month and are considered late on the 7th day of the month. If payment is received after the 7th, a ten percent (10%) late fee will be imposed and be immediately due. Upon execution of this Lease, Tenant shall pay the first rent installment of \$1,300.00.

Section 1.04. All amounts payable under this Article, as well as other amounts payable from Tenant to Landlord under the terms of the Lease, shall be paid in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

ARTICLE 2

Alterations of Demised Premises

Section 2.00. If there is no continuing Event of Default, Tenant may make alterations, additions or improvements to the Demised Premises. Each such alteration, addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord in accordance with Section 2.02 below.

Section 2.01. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

Section 2.02. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

ARTICLE 3

Use, Maintenance and Repair of Demised Premises

Section 3.00. Tenant shall have the right to use the Demised Premises only for the operation of a mortgage services business and for no other purposes. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or corporation to use the Demised Premises, or any buildings or improvements at any time erected or placed thereon, or any portion thereof for purposes other than those permitted hereunder, or in violation of the laws of the United States, the State of Georgia, the ordinances or other regulations of Hall County, Georgia or of any department thereof, or of any other municipality or of any other lawful authorities.

Section 3.01. The Landlord agrees to keep in good condition the foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall provide timely notice in writing to

Landlord regarding any defective condition known to it which Landlord is required to repair, and Tenant's failure to report any such conditions, shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Section 3.02. Tenant accepts the Premises in their present condition and as suited for the use intended by Tenant. Tenant shall, throughout the Initial Term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, except those repairs expressly required to be made by Landlord hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Section 3.03. The Landlord agrees to undertake and complete the following work prior to the Commencement Date: None.

Section 3.04. If there is no continuing Event of Default, Tenant may make additions or improvements to the Demised Premises. Each such addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord.

Section 3.05. No shopping cart, or other vehicle, or animal (other than those used for the disabled and leashed pets) shall be brought into the Premises of the Building by Tenant. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the Building shall not be covered or obstructed without Landlord's written consent.

Section 3.06. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be subject to Landlord's prior approval, not to be unreasonably withheld, delayed or conditioned.

Section 3.07. Tenant shall see that the windows and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise reasonable care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

Section 3.08. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord.

ARTICLE 4

Condemnation - Destruction of, or Damage to, Premises

Section 4.00. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events this Lease shall terminate from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

Section 4.01. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are substantially damaged, but not wholly destroyed by any such casualties, Landlord may choose not to restore the Premises in which case he shall give Tenant notice of said intent within thirty (30) days of the date of the damage and this Lease shall terminate as of the date of destruction and rents shall be prorated. If the Premises are partially damaged by any such casualties, but are otherwise usable by the Tenant, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord may, at his option, restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

ARTICLE 5

Environmental Provisions

Section 5.00. For the purposes of this Article 5, the following terms shall have the following meanings: (i) the term "Hazardous Material" shall mean any material or substance in quantities that, whether by its nature or use, is subject to regulation under any Environmental Requirement, and (ii) the term "Environmental Requirements" shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. '1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901, et seq.), the Toxic Substances Control Act (15 U.S.C. '2601, et seq.), the Clean Air Act (42 U.S.C. '7401, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. '1251, et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any governmental authority.

Section 5.01. Tenant shall comply in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use Hazardous Materials at, in, on, or about the Demised Premises during Tenant's use or occupancy of the Demised Premises in a manner that would lead or is likely to lead to the imposition on Tenant, Landlord or the Demised Premises of any liability or lien of any nature whatsoever under any Environmental Requirement.

Section 5.02. Tenant will defend, indemnify, and hold harmless Landlord and its respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising out of, or in any way related to, (i) any breach by Tenant of the covenants made in Section 5.01 above, (ii) the presence, disposal, spillage, discharge, emission, leakage, release or threatened release of any Hazardous Material that occurs during the term of this Lease, at, in, on or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Demised Premises or on any other property or otherwise in violation of any Environmental Requirement, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any governmental authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall not be applicable to any claim, demand, penalty, cause of action, fine, liability, settlement, damage, cost or other expense of any type whatsoever occasioned, arising and caused solely by the acts of Landlord or Landlord's employees or agents. The obligations and liabilities of Tenant under this Section 5.02 shall survive the expiration of this Lease.

ARTICLE 6

Indemnification of Landlord Against Liability

Section 6.00. Except for Landlord's sole negligence and/or sole intentional misconduct, Tenant shall indemnify and save harmless Landlord from and against any and all liability, penalties, damages, losses, expenses and judgments by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of, but only to the extent and in proportion to, the use, repair, occupation, the tenantable condition of the Demised Premises, and control of the Demised Premises, by Tenant, its employees, agents, invitees, licensees, contractors, subtenant or assigns, at any time during the Demised Term, including those resulting from any work in connection with any alterations of the Demised Premises approved by Landlord. Tenant shall promptly notify Landlord of any claim asserted against Landlord on account of any such injury or claimed injury to persons or property and shall promptly deliver to Landlord the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceedings to assert or enforce any such claim.

Section 6.01. Tenant shall keep in force such insurance policies covering liability as will fully protect Tenant and Landlord, as their interest may appear, against claims of any and all persons for personal injury, death or property damage occurring in or about the Demised Premises or in or about any adjoining streets, sidewalks and passageways, such coverage to the limit of not less than \$1,000,000.00 in respect to injury or death to a person(s) or to property. All such coverage shall be provided by reputable insurance companies duly licensed to issue insurance policies under the laws and regulations of the State of Georgia. In addition, Tenant shall furnish to Landlord certificates and

paid receipts evidencing to Landlord that such insurance policies are in effect, and renewal certificates thereafter at least thirty (30) days prior to the expiration of any such policy together with paid receipts therefor. Such insurance policies shall provide that they shall not be terminated or canceled unless Landlord is furnished at least thirty (30) days prior written notice. In the event that Tenant shall fail to provide coverage via insurance policies, Landlord may (but shall not be obligated to) effect such coverage in the name of the Tenant and Landlord. Tenant shall pay on demand the amount properly paid by Landlord for such purpose, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by Landlord, and in case of the failure of Tenant so to pay, Landlord shall have the same remedies for the collection thereof or otherwise as in the case of default of payment of the monthly rent hereby reserved.

ARTICLE 7

Utilities

Section 7.00. Tenant shall provide all utilities to Premises at no cost to Landlord.

ARTICLE 8

Intentionally Left Blank

ARTICLE 9

Surrender of Demised Premises

Section 9.00. Tenant shall, upon the expiration or other termination of this Lease, for any reason whatsoever, surrender to Landlord the Demised Premises, together with any buildings and structures which may then be standing thereon, together with all alterations and replacements thereof, normal wear and tear, casualty and condemnation excepted, and Landlord shall thereafter have all right, title and interest therein free of any claim thereto by Tenant.

Section 9.01. Trade fixtures, furniture and equipment and all personal property of Tenant located in the Demised Premises shall not become a part of the Demised Premises on the termination of this Lease and, so long as Tenant is not in default hereunder, may be removed by Tenant from the Demised Premises at any time prior to the end of the Demised Term; and Tenant shall, at its own cost and expense, repair any and all damage to the Demised Premises resulting from or caused by the removal thereof.

Section 9.02. No surrender of the Demised Premises by Tenant at any time other than the end of the Demised Term shall be valid or effective unless it be in writing and acknowledged in writing by Landlord and Tenant.

Section 9.03. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 1.02 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 1.02 above.

ARTICLE 10 Covenant of Quiet Enjoyment

Section 10.00. Landlord covenants and agrees that Tenant, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease, on its part to be kept, shall, subject to the terms hereof, lawfully, peaceably and quietly hold, occupy and enjoy said Demised Premises during the Demised Term without hindrance, objection or molestation, from Landlord or anyone claiming by, through or under Landlord.

ARTICLE 11 Defaults and Remedies

Section 11.00.

- (a) If Tenant shall fail to cure a default in the payment of rent and other sums and charges herein reserved, after ten days written notice by Landlord; or
- (b) If Tenant shall be adjudicated bankrupt; or
- (c) If Tenant shall file a petition in bankruptcy under any section or provision of the bankruptcy law; or
- (d) If any involuntary petition in bankruptcy shall be filed against Tenant, and the same not be withdrawn or dismissed within sixty (60) calendar days from the filing thereof; or
- (e) If a receiver or trustee shall be appointed for Tenant's property and the order appointing such receiver or trustee shall remain in force for thirty (30) calendar days after the entry of such order; or
- (f) If, whether voluntarily or involuntarily, Tenant shall take advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or
- (g) If Tenant shall make an assignment for benefit of creditors; or

- (h) If Tenant's effects shall be levied upon or attached under process against Tenant, and such levy or attachment not be satisfied or dissolved within thirty (30) calendar days after such levy or attachment; or
- (i) If Tenant shall vacate or abandon the Premises for a period of more than thirty (30) days; or
- (j) If Tenant shall default under any other covenant, agreement, or condition to be performed or kept by Tenant under the terms and provisions of this Lease and shall fail to cure such default within fifteen (15) calendar days of the date of written notice from Landlord to Tenant; then and in any such event Landlord shall have the right, at the option of the Landlord, then or at any time thereafter while such default or defaults shall continue, to elect to do any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:
 - (1) to cure such default or defaults at the expense of Tenant and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the rate of ten percent (10%) per annum, to be and become additional rent to be paid by Tenant with the next installment of rent falling due thereafter; and /or
 - (2) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and/or
 - (3) terminate Tenant's right of possession, without terminating this Lease, and Landlord may as agent for Tenant enter into and upon take possession of the Demised Premises, and Landlord may rent the Demised Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of repairs; third, to the payment of rental and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

- (4) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (i) the rental and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease term over (ii) the aggregate reasonable rental value of the Demised Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate rental value pursuant to item (ii) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the term of the Lease, (B) the then-current market conditions in the general area in which the Demised Premises are located, (C) the likelihood of reletting the Demised Premises for a period of time equal to the remainder of the term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for premises of similar type and size in the general area in which the Demised Premises are located, (E) the anticipated duration of the period the Demised Premises will be unoccupied prior to reletting, (F) the anticipated cost of reletting, and (G) the current levels of new construction that will be completed during the remainder of the term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality premises in the general area in which the Demised Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. '13-6-7.

Section 11.01. Any installment of rent or other Tenant expenses due and owing after seven (7) calendar days of the due date therefore shall be subject to a late charge in an amount equal to ten percent (10%) of the amount due for each and every full or partial calendar month that said amount remains unpaid (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). In the event Tenant makes a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

ARTICLE 12
Rights of Landlord in Subleases

Section 12.00. In the event of any default under the terms of this Lease by Tenant, Landlord shall have the right at its option to take over any and all subleases of the Demised Premises, or any part thereof, made or granted by Tenant and approved by Landlord and, at its option, to succeed to all the rights and privileges of said subleases, or such of them as it may elect to take over and assume, and Tenant, upon any such default or recovery of possession by Landlord, hereby expressly assigns and transfers to Landlord such of the subleases as Landlord may elect to take over and assume and as may exist and be in force and effect at the time of such default or recovery of possession, and Tenant hereby further expressly covenants that it will, upon request of Landlord, execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases as above specified. Unless any such sublease is so taken over and assumed by Landlord in such event, the subtenant thereunder shall have no further interest of any nature in the Demised Premises and such sublease shall automatically be null and void.

ARTICLE 13
Cumulative Remedies of Landlord - No Waiver

Section 13.00. The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach by Tenant or Landlord of any provision or provisions of this Lease.

Section 13.01. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provisions or agreement. A receipt by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed with knowledge of the breach of the term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 13.02. In addition to the other remedies in this Lease provided, Landlord and Tenant shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions, or agreement of this Lease.

ARTICLE 14
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ARTICLE 15
Subordination

Section 15.00. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") effecting the Building or the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any, and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

ARTICLE 16
Intentionally Left Blank

ARTICLE 17
Without Power to Charge Reversion

Section 17.00. Tenant shall not have the power to do any act or make any contract which may create or be the foundation for any lien upon the present estate, reversion or other estate of Landlord in the Demised Premises or the buildings or improvements thereon.

ARTICLE 18
Captions and Miscellaneous

Section 18.00. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope of intent of this Lease, nor in any way affect this Lease.

Section 18.01. Wherever the singular is used herein, it shall include the plural and the plural shall include the singular; the use of any gender shall include all other genders, all as the context and meaning of this instrument shall require.

ARTICLE 19
Writing Required for Modifications

Section 19.00. This Lease cannot be changed orally, but only by agreement in writing, signed by Landlord and Tenant.

ARTICLE 20
Notices

Section 20.00. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request shall be addressed as follows:

Tenant Info: LendUS, LLC d/b/a American Eagle Mortgage
3240 Stone Valley Road West
Alamo, CA 94507
Attn: Rob Hirt, CEO with a copy to Christina Davis, Facilities Manager

Landlord Info: City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
Attn: City Manager

ARTICLE 21
Mechanic's Liens

Section 21.00. If any mechanic's or other liens or orders for the payment of money shall be filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at the Demised Premises or for or by reason of any change or altercation, or the cost or expense thereof, or any contract relating thereto, or against Landlord as owner thereof, Tenant shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Landlord at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders.

Section 21.01. If Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days after notice to Tenant of the filing of such notice, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lien or to prosecute an appropriate action to enforce the lienor's claim. In such case, Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by Landlord, as herein provided, shall be due and payable by Tenant to Landlord on the first day of the next following month.

Section 21.02. It is covenanted and agreed that no authority is given by this Lease to Tenant, expressly or implied, to bind Landlord for the payment of any money in connection with repair or alteration work on the Demised Premises, nor is there any authority given Tenant by this Lease, directly or indirectly, to permit any mechanic's, material men's, or contractor's liens to arise against Landlord's interest in the Demised Premises, or the buildings or improvements thereon, or the appurtenances, equipment, machinery and fixtures therein, and Tenant expressly agrees that it will keep and save the Demised Premises and Landlord harmless from all costs and damages resulting from any such lien or liens of any character created through any action or thing done by Tenant.

ARTICLE 22 Time of Essence

Section 22.00. Time is of the essence in this Lease and all provisions hereof.

ARTICLE 23 No Estate in Land

Section 23.00. This contract shall create the relationship of Landlord and Tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

ARTICLE 24 Covenants Binding

Section 24.00. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land; and whenever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply also (whenever and wherever applicable) to the heirs, executors, administrators, successors and permitted assigns of such party, the same as if in each and every case so expressed.

ARTICLE 25

Signs

Section 25.00. Tenant may install signage on the Demised Premises so long as it complies with all legal requirements and is pre-approved by Landlord.

ARTICLE 26

Recording

Section 26.00. This Lease shall not be recorded by Tenant without Landlord's written consent endorsed hereon.

ARTICLE 27

Exemption

Section 27.00. Tenant hereby waives and renounces all homestead or exemption rights which Tenant may have under or by virtue of the Constitution and Laws of the United States, Georgia, or any other State as against any debt Tenant may owe Landlord under this Lease, and hereby transfers, conveys and assigns to Landlord all homestead or exemption rights which may be allowed or set apart to Tenant, including such as may be set apart in any bankruptcy proceeding, to pay any debt owing by Tenant to the Landlord hereunder.

ARTICLE 28

Severability

Section 28.00. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Demised Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

ARTICLE 29

Georgia Law and Jurisdiction

Section 29.00. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia, without resort to its conflict of law provisions. Disputes hereunder shall be resolved in the Superior Court of Hall County, Georgia, and each party hereby submits to and agrees that jurisdiction and venue are proper in Hall County, Georgia. As an alternative to the high cost of litigation, Landlord, at Landlord's option, may submit any default, dispute or controversy arising under this Lease, to binding arbitration in accordance with the Commercial Arbitration Code of the American Arbitration Association. Tenant agrees that said election by Landlord shall be binding upon it and that jurisdiction and venue for such arbitration shall be in Hall County, Georgia, or in such other place as the parties shall mutually agree.

ARTICLE 30
Force Majeure

Section 30.00. Landlord shall be excused from the performance of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

ARTICLE 31
Rights of Landlord to Enter the Demised Premises

Section 31.00. Landlord and its agents, employees and contractors may enter the Demised Premises at such time with at least twenty-four (24) hours advance notice, to make repairs, additions, alterations, and improvements as Landlord desires to make to the Demised Premises, including, without limitation, the erection, use and maintenance of pipes and conduits, and to exhibit the Demised Premises to prospective purchasers or tenants.

ARTICLE 32
Waiver of Subrogation

Section 32.00. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or property caused by fire, or any other perils which are insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and covenants that no insurer shall hold any right of subrogation against such other party.

ARTICLE 33
Security Deposit

Section 33.00. Landlord acknowledges that Tenant has deposited \$1,300.00 as a security deposit which shall continue to be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security

deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

ARTICLE 34
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ARTICLE 35
Counterparts

This Lease may be signed in counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Lease and each term and provision contained herein, and by the execution of this Lease show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this lease are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This 16 day of January 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: _____


James M. Miller, Mayor

ATTEST:



Melissa McCain, City Clerk

TENANT: LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

By: _____

DocuSigned by:



5FC4EB79D66D40C

Ava Noack, President & CFO

Sworn to and subscribed before me
this ____ day of January 2020.

NOTARY PUBLIC

My commission expires: _____

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Leads on Line Contract

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Vickie Short

ATTACHMENTS

- [PD Agenda Request.pdf](#)
- [Leads on Line Contract.pdf](#)



FLOWERY BRANCH CITY COUNCIL AGENDA REQUEST



All items requiring action by the City Council must be presented first at a work session. The following information should be provided for each item. No item will be considered for a work session until the Department has received authorization on the item by the City Manager.

Department: Police Department

Submitted By: David Spillers

Date Submitted: 01/22/21

Item of Business:

Attach an Executive Summary fully describing all elements of the item of business.

THE ITEM IS FOR:

☐ **Work Session presentation only**
(no action needed)

OR ☒ **City Council Action Needed.**

Is there a deadline on this item? If so, Explain: 02/15/21 under current proposal

Purpose of Request: Participation in an annual contract between Leads on Line (provider) and the City of Flowery Branch (user) for access to providers electronic reporting of transaction data to support users criminal investigations.
(renewal) _____

Department Recommendation: Recommendation to Council to authorize the Mayor to sign the agreement.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the City Attorney?

☒ Yes Explain: sent to Ron Bennett 01/22/21 for review

☐ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☒ Yes Explain: Prorated services from 02/15/21 – 06/30/21 for \$792.00. Then \$2113.00 from 06/30/21 until 06/30/22.

☐ No

Amount: \$ 2905.00

Source of Funds: Technology Fund expense.

Administration Staff Authorization

Finance Dept. Authorization: _____ Budgeted Amount: _____

Authorized for Work Session: _____ Work Session Date: _____

Comments: _____

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated February 15, 2021, ("Effective Date") is made between Flowery Branch Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.

3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years plus any partial year (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

- 6.2 **LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.**
- 6.3 **IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6.4 **AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**
- 6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.
- 6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**
- 6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.
- 6.8 The parties agree that no provision of this Agreement extends the either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.
- 7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in or near Hall County, Georgia.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS**LeadsOnline LLC****Signature:** _____**Print Name:** David K. Finley**Title:** President & CEO**Date:** _____**Address:** 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200**Tax ID:** 42-1720332**AGENCY****Flowery Branch Police Department****Signature:** _____**Print Name:** _____**Title:** _____**Date:** _____**Address:** 5270 Railroad Ave.
Flowery Branch, GA 30542

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Initial partial year subscription fee due upon execution of this Agreement	\$792
Annual subscription fee due on July 1, 2021 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$2,113



Proposal for Flowery Branch Police Department

January 7, 2021

The nationwide comprehensive case solving power of LeadsOnline is built to help address some of the staffing shortages your agency is most likely experiencing today while also helping significantly increasing clearance rates.

The Problem: More cases. Fewer investigators to work them.

Out of town is out of reach. You know it. The crooks know it.

Even if you could keep up with all the businesses in your jurisdiction where a suspect might sell something, the bad guy can always sell it in another jurisdiction, leaving you to guess which one.

Majority of crimes get minor attention. 1 in 15.

Transaction records are the key to solving cases. According to research, less than one in fifteen are checked. Your current process may be too tedious to be the standard procedure.

Overwhelmed and Understaffed?

Investigators are overloaded, and often do not have the time to run and re-run every case. Even major crime cases can be overlooked as new cases are coming in.

Agencies have open CID positions with additional retirements coming next year. The case load isn't getting any lighter. Cases are set to "Inactive" or "Info Only" due to insufficient resources.

We're on CompStat. How can we be two months behind?

Transaction information more than two weeks behind is of limited value to a department running on a CompStat-style management process.

Case details on persons and property are often delayed. Relevant transaction information arrives after the initial case and is only searched once. Cases are closed before evidence comes in. Pawnshops only hold incoming property (i.e. your evidence) for a short time, then it's gone. Destroyed by delay.

Accountable, but totally dependent on another agency?

Investigators call better-equipped agencies for help, but it's just not realistic for every case. Other departments with full caseloads of their own really can't dedicate full attention to yours.

The "CSI Effect"

Citizens think you have technology, but some tools are from the flip-phone era. When outdated software is hard to use or runs slow, cases go unchecked and unsolved.

Different Formats and Abbreviations

Other records are from standard agency-owned sources. These transaction records are from different business types with different software types. Different everything. This creates problems.

Our Mission

- Enforce laws, preserve peace, protect life and property.
- Solve crime and reduce the fear of crime in your jurisdiction.
- Improve the level of service to the community with existing manpower.
- Run all cases, including person crimes, missing persons and trafficking.
- Turn over every stone with unlimited investigators and unlimited searches.

The Solution: Work smarter not harder. Solve Crimes.

LeadsOnline is a quick, comprehensive way for your investigators to run suspects and property in every case. It saves time and provides access to a suspect's activity, even outside your jurisdiction.

Coverage Everywhere



- ✓ Each day, more than **400,000 transactions** are reported via LeadsOnline.
- ✓ Find your **homicide suspect** even when he flees to Las Vegas.
- ✓ LeadsOnline receives transaction information from all **50 states**.
- ✓ Law enforcement network includes **4,400+ agencies in 47 states + D.C.**

Leveraging Technology



- ✓ Search once for persons and property and **save it to continue receiving alerts**.
- ✓ Run **arrest records** and lists of known suspects and stolen property.
- ✓ Identify **crime patterns** among related cases and subjects.
- ✓ Detect activity by **possible associates of persons related to the case**.
- ✓ **Compare images of property and sellers** based on your case information.

Crime-Solving Innovation



- ✓ Advanced system finds suspects and property even when **misspelled**.
- ✓ Capabilities are **specifically designed for criminal investigations**.
- ✓ Every **two weeks**, enhancements are made to help solve more crimes.
- ✓ Feedback from thousands of **investigators** keeps making it better and better.

Fast and User Friendly



- ✓ **Fast.** Sub-second search times.
- ✓ Always on. **Available 24/7/365.**
- ✓ Easy to use. **Nothing to install.** Simply log in and catch crooks.
- ✓ **Cross browser compatible.**

Reporting and Compliance Monitoring



- ✓ **Free for businesses to report** and friendly customer service provided.
- ✓ Transaction Monitor **helps ensure compliance** of businesses in your jurisdiction.
- ✓ See alerts for **missing information and common mistakes.**
- ✓ Businesses have their own dashboard and can **resolve** any reporting issues.

New! LeadsOnline Real Time Crime System



LeadsOnline Real Time Crime

The future is now. Let your cases run themselves!

Real Time Crime features:

- ✓ **Automatically** upload case information.
- ✓ **Hits are generated** as new transactions are received and crimes occur.
- ✓ **Hits are sent** directly to the investigator or unit responsible for the case.

Wait, there's more:

- ✓ Cases are solved **before they're assigned to an investigator.**
- ✓ **Cases are never cold.** They solve themselves even after the file is put away.
- ✓ Honestly tell victims their case is **active and being investigated daily.**

Oh, and even more:

- ✓ For **major crimes**, take the investigation in a new and productive direction.
- ✓ **Identify patterns** as cases are automatically linked to one another.
- ✓ **Investigators see the full picture** when suspects commit multiple offenses.
- ✓ **Enhance charges** as offenders continue criminal activity after initial arrest.

Undeniable Evidence

Analysis confirms that suspects in cases of all kinds are found in LeadsOnline, and the actionable intelligence can link the offender to your case and others.

Persons 54%		Property 52%		Society 58%	
Assault	59	Arson	60	Loitering/Vagrancy	50
Homicide	57	Bad Checks	90	Disorderly Conduct	59
Human Trafficking	100	Burglary/Breaking & Entering	65	DUI	46
Kidnapping/Abduction	51	Counterfeiting/Forgery	43	Drug/Narcotic	60
Missing Person	50	Destruction/Damage/Vandalism	55	Family Nonviolent	62
Runaway	9	Embezzlement	58	Peeping Tom	47
Sex, Forcible	48	Fraud	42	Obscene Material	20
Sex, Nonforcible	54	Larceny/Theft	46	Prostitution	100
		Motor Vehicle Theft	60	Traffic	42
		Robbery	67	Trespass Real Property	65
		Stolen Property Offenses	58	Weapon Law Violations	71

* The table above represents the percent of searchable case persons found in LeadsOnline. Data reflects averages by NIBRS case type from >100K cases submitted by agencies uploading files to RTC in 2019.

Respected Nationwide

Trusted by America's largest and most respected law enforcement agencies:



More Agencies Use LeadsOnline Than All Other Processes Combined

4,500+

Law enforcement agencies

47,248

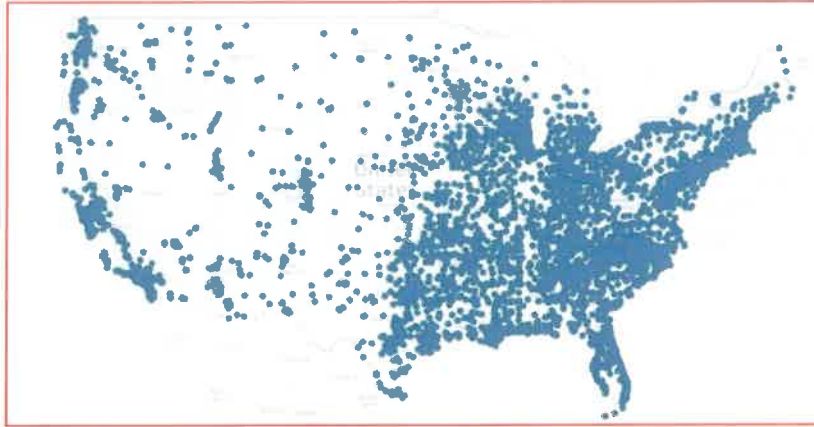
Criminal investigators

500,000+

Transactions each day

The Power of Networking

Ask your FBINAA forum or other law enforcement leaders. You'll get a positive response.



"More success in our very first week with LeadsOnline than in all of last year."

- Washington County Sheriff's Office, Oregon

"The NCIC hit was positive and the Leads ticket gave us the suspect information. The local police agency had not called us back, so that was a win."

- Piute County Sheriff's Office, Utah

"The death was brutal. A LeadsOnline search was done and a ticket was found 2,335 miles away, and west of the incident rather than northeast where the focus had been."

- Fayetteville Police Department, North Carolina

See many more examples at <https://news.leadsonline.com/>.

No agency has "extra money," but the cost/benefit should make this decision easy. Add every investigator in your agency working cases. Unlimited users. Unlimited searches. Unlimited cases. Unlimited access. Unlimited training. An all-inclusive system designed to work hard for you and your investigators. Please see the included pricing chart for service level capabilities and the annual subscription fee.

Sincerely,

A handwritten signature in blue ink that reads "Amberly Harper".

Amberly Harper
Account Executive
(972) 331-6783

2021 PRICING – FLOWERY BRANCH POLICE DEPARTMENT, GA



System Capabilities		TotalTrack	PowerPlus	Real Time Crime
	Nationwide search access to pawn/secondhand stores - You'll be surprised how far your criminals will go. Find your crook in any of the 50 states in less than one second.	✓	✓	✓
	Automated NCIC Stolen Item Hits - Receive automated hits on stolen articles and guns, even when serial numbers and item codes are entered incorrectly.	✓	✓	✓
	Saved Search Hit Alerts - Save your search and put the file away. Receive email and text alerts when transactions in your cases are identified.	✓	✓	✓
 	eBay First Responder Service and OfferUp Search - Solve cases with direct law enforcement-only access to listing information to identify suspects involved in criminal activity in online marketplaces.	✓	✓	✓
	Metal Theft Investigations - Work metal theft cases with property information, photos, thumbprint scans and digital signatures from scrap metal dealers nationwide.	●	●	●
	Phone Forensics Search - Upload your Cellebrite files and other call detail records to identify other suspects who may be involved in the case.		✓	✓
	Automatically Run Lists of POIs - Upload lists of known offenders and utilize this inter-agency communication system to receive notifications when other investigators encounter them.		✓	✓
	Image Search - Jewelry cases are easier to investigate when searching pictures. You'll also find the rapist wearing the red hat (really – this happened).		✓	✓
	CompStat Mapping System - Easily identify burglary patterns as stolen property is sold. Map activity as suspects travel across jurisdictional lines. Criminals can't hide.		✓	✓
	Real Time Crime - Case Dashboard - Cases run automatically. Instantly. Repeatedly. Find offenders related to multiple cases. Enhance charges by tracking defendant's criminal activity after initial arrest. Get hits on persons, property and serial numbers added after the initial report.			✓
	Automated File Transfer - Automatically upload case information for all crime types. RMS vendor help is typically not needed.			✓
	Notifications and Reports - Detectives, Analysts, and Patrol Officers receive alerts on their own cases/incidents. Supervisors see all cases, including unassigned, based on offense type and/or unit. Get hits on cases not yet assigned. Reports for investigators, units and command staff create focus and accountability.			✓
First full year subscription fee		\$2,113	\$2,463	\$8,208
Prorate services from 02/15/21 – 06/30/21		\$792	\$924	\$3,078

● = Currently provided to all Georgia law enforcement agencies via Georgia Bureau of Investigations

Agreement with initial term commitment of 36 months or longer caps price increases at 3% annually during the initial term. A formal written Agency Agreement executed by both parties is required. This proposal expires on 2/21/2021.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute CW2020010 GEFA Loan Documents

COUNCIL MEETING DATE: February 4, 2021

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
- Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
- <https://gefа.georgia.gov/>

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
- Water System Improvements for \$5,710,000
- Water Reclamation System Improvements for \$23,300,000
- In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
- During the November 5, 2020 GEFA Board Meeting, the City application from the Drinking Water State Revolving Fund (DWSRF) was approved for \$5,710,000 with an interest rate of 0.99%. Council approved these documents in December 2020.
- During the January 25, 2021 GEFA Board Meeting, the City application from the Clean Water State Revolving Fund (CWSRF) was approved for \$23,300,000 with an interest rate of 1.04%.
- Interest accrues and is payable monthly once construction draw requests begin.
- The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
- The origination fee of \$233,000 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
- The City must sign all documents before GEFA will execute the loan agreement.

OPTIONS:

Approve for the Mayor to sign GEFA funding applications for Wastewater Plant Expansion Project.

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

No

AMOUNT AND SOURCE OF FUNDS:

\$23,300,000 GEFA Loan Funding

RECOMMENDATION:

To authorize for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion approved funding of \$23,300,000.

SAMPLE MOTION:

I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion loan with approved funding of \$23,300,000 at an interest rate of 1.04%.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [EXECUTIVE SUMMARY - Request to approve and sign CW2020010 Loan Documents.pdf](#)
- [CW2020010 Award Letter 1-25-2021.pdf](#)
- [CW2020010 Loan Documents.pdf](#)
- [CW2020010 Promissory Note.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request to approve and execute CW2020010 GEFA Loan Documents

DATE: 1/28/2021

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 2/4/2021

PURPOSE: To authorize for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion approved funding of \$23,300,000.

HISTORY:

- The City of Flowery Branch currently has GEFA funding for the Cinnamon Cove project.
 - Council approved for the City to apply for additional funding in September 2019 for Water and Wastewater System Improvements and Expansion.
 - <https://gefa.georgia.gov/>
-
-

FACTS AND ISSUES:

- With new economic and residential growth to our current system, the City has infrastructure improvements needed to our current system and how it can meet the demands of these developments.
 - Water System Improvements for \$5,710,000
 - Water Reclamation System Improvements for \$23,300,000
 - In 2019, City staff met with several different private funding companies to discuss a private market lender, but found the terms offered by GEFA to be preferable.
 - During the January 25, 2021 GEFA Board Meeting, the City application from the Clean Water State Revolving Fund (CWSRF) was approved for \$23,300,000 with an interest rate of 1.04%.
 - Interest accrues and is payable monthly once construction draw requests begin.
 - The monthly amortization schedule with monthly installments will be determined when the projects are complete because the City may drawdown less than the entire amount awarded.
-
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- The origination fee of \$233,000 is due by the 15th day of the second month following the date that GEFA executes the loan agreement.
 - The City must sign all documents before GEFA will execute the loan agreement.
-
-

OPTIONS: Approve for the Mayor to sign GEFA funding applications for Wastewater Plant Expansion Project.

RECOMMENDED SAMPLE MOTION:

I make a motion for the City Council to approve for the Mayor to sign GEFA loan documents for the CW2020010 Water System Improvements loan with approved funding of \$23,300,000 at an interest rate of 1.04%.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

Brian P. Kemp **Kevin Clark**
Governor Executive Director

January 25, 2021

Mr. Bill Andrew
City Manager
City of Flowery Branch
5410 W Pine St
Flowery Branch, GA 30542

Re: City of Flowery Branch – Loan No. CW2020010

Dear Mr. Andrew:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$23,300,000 on January 25, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of \$233,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our

customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$107,571.69 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-450-8381 or acarroll@gefa.ga.gov.

Sincerely,



Amanda Carroll
Project Manager

Enclosures

cc: Robert Troxler, Jr. / Infratec Consultants, Inc. (w/o enclosures)



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.

- ☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.
- ☐ GEFA Fiscal Sustainability Plan (FSP) Certification. Section 603(d)(1)(E) of the Clean Water Act requires the development of a Fiscal Sustainability Plan (FSP) for any loan that will repair, replace, or expand a treatment works. The borrower must select one of two certification options included on the third page of the FSP Certification document.
- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf
- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

**DO NOT
DATE THIS
PAGE**

This **LOAN AGREEMENT** (this “**Agreement**”) dated 20____, by and between **CITY OF FLOWERY BRANCH**, a corporate and politic (the “**Borrower**”), whose address for purposes shall be **5410 W PINE ST, FLOWERY BRANCH, GA 30542**, and **STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), the purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWENTY-THREE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$23,300,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **NOVEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$23,300,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not

conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and

adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower’s water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available For Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **JULY 25, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

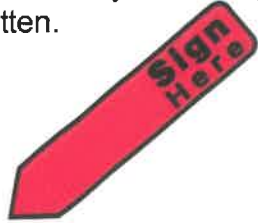
(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.



Approved as to form:

By: _____
Borrower's Attorney

CITY OF FLOWERY BRANCH

Signature: _____

Print Name: _____

Title: _____

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

Please Note:
*Attester must be
the same as
attester on
Resolution*

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

This project will upgrade the Flowery Branch water reclamation facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ITEM	TOTAL	CWSRF
Construction	\$19,500,000	\$19,500,000
Contingency	2,000,000	2,000,000
Engineering & Inspection	1,700,000	1,700,000
Administrative/Legal/Permits	100,000	100,000
TOTAL	\$23,300,000	\$23,300,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2021
Bid Opening	MARCH 2021
Notice to Proceed	APRIL 2021
Completion of Construction	JULY 2023

SPECIMEN PROMISSORY NOTE

\$23,300,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWENTY-THREE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$23,300,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 04/100 PERCENT (1.04%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2020010**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

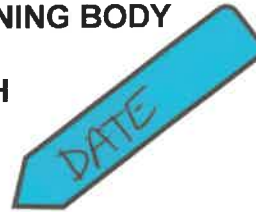
Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF FLOWERY BRANCH

Loan Number: CW2020010



At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$23,300,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)



The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

