



**City of Flowery Branch
City Council Meeting
Thursday, June 03, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Consider a Rezoning Request submitted by South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).
[First read ordinances for Morgan Brick Downtown.pdf](#)
- Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)
[Annexation Ordinance 639.pdf](#)
[Rezoning Ordinance 640.pdf](#)

PUBLIC COMMENTS:

UNFINISHED BUSINESS - WORK SESSION:

- Second Reading of the 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 intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).
[Scanned complete rezoning application packet.pdf](#)
[Combined pdf.pdf](#)
[original layout & TSW suggestions.pdf](#)
[AIM Potential M1 Layout by Rochester.pdf](#)
[Staff Report .pdf](#)
[March 18 Buffer Plan.pdf](#)
[Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
[Mulberry Flowery Branch Subdivision Traffic Impact Study.pdf](#)
[Combined 625-630 Incomplete for FIRST READ.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consideration of Appraisals and Approval of Values for the Exchange of Real Property between the City of Flowery Branch and Heritage Group Homes, LLC.
[Appraisal - 5410 Chestnut 130000 9-6-2019.pdf](#)
[Appraisal - 5304 Church 297000 9-6-2019.pdf](#)
[Appraisal - 5405 Mitchell 128000 9-6-2019.pdf](#)

[5702 Main Street Flowery Branch.pdf](#)

[Appraisal - 5314 Chestnut 75000 9-2019.pdf](#)

- Consider a Rezoning Request submitted by South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).

[First read ordinances for Morgan Brick Downtown.pdf](#)

- Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)

[Annexation Ordinance 639.pdf](#)

[Rezoning Ordinance 640.pdf](#)

- First Reading of Ordinance 279-C Amendment for Hotel-Motel Tax to 8%

[Ordinance 279C.pdf](#)

[Notice.House_Bill.Resolution.pdf](#)

[20-004 Motel Tax Increase 8%.pdf](#)

- Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment

[Resolution 21-006.pdf](#)

[Attachment A - Resolution 21-006 Budget Amendment Form.pdf](#)

[EXECUTIVE SUMMARY - Resolution 21-006- Budget Adjustment.pdf](#)

[Attachment B - Quote.pdf](#)

[Old sign.jpg](#)

[Sign Proposal.pdf](#)

[new layout of sign.jpg](#)

DEPARTMENT REPORTS: -

a. City Manager Report

b. City Clerk Report

c. Finance Director Report

d. Planning Department Report

e. Police Report

f. Attorney Report

g. Council Report

- FY2021 - Financial Update, Quarter Ending March 31, 2021

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider May 6, 2021 Council Meeting Minutes
[May 6, 2021 Minutes.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Second Reading of the 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 intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

[Scanned complete rezoning application packet.pdf](#)

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[original layout & TSW suggestions.pdf](#)

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[Combined 625-630 Incomplete for FIRST READ.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consider a Rezoning Request submitted by South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).

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- Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)

[Annexation Ordinance 639.pdf](#)

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- First Reading of Ordinance 279-C Amendment for Hotel-Motel Tax to 8%

[Ordinance 279C.pdf](#)

[Notice.House_Bill.Resolution.pdf](#)

[20-004 Motel Tax Increase 8%.pdf](#)

- Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment

[Resolution 21-006.pdf](#)

[Attachment A - Resolution 21-006 Budget Amendment Form.pdf](#)

[EXECUTIVE SUMMARY - Resolution 21-006- Budget Adjustment.pdf](#)

[Attachment B - Quote.pdf](#)

[Old sign.jpg](#)

[Sign Proposal.pdf](#)

[new layout of sign.jpg](#)

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 South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

The ordinances will be completed prior to the second read. The legal descriptions will be updated and the conditions finalized.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 641, 642, and 643.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [First read ordinances for Morgan Brick Downtown.pdf](#)

ORDINANCE 641

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5611 CHURCH STREET, TAX PARCEL 08112A 002007 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”



ORDINANCE 642

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5615 CHURCH STREET, TAX PARCEL 08112A 002008 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



ORDINANCE 643

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .67 +/- ACRES AND IS KNOWN AS 5621 CHURCH STREET, TAX PARCEL 08112A 002009 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The Iocco residence was in need of sewer connectivity due to a failing septic system and problematic soil. The Iocco's entered into an agreement with the City to annex as soon as feasible and the City allowed for the connectivity to occur.

FACTS AND ISSUES:

No change in use or property is associated with this annexation.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 639 and 640.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Annexation Ordinance 639.pdf](#)
- [Rezoning Ordinance 640.pdf](#)

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

ORDINANCE 639

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A 1.79+/- ACRE PARCEL OF LAND OWNED BY CURTIS AND CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND, AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Curtis and Carol Iocco own the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of Carol Iocco. and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City’s corporate limits; and

WHEREAS, said property known as 5575 McEver Road is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, Curtis and Carol Iocco have submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the parcel of land, which is being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia a real parcel of land described as 5575 McEver Road, identified as Parcel Tax Identification No. 08111 03001B, as shown on Exhibit “A”, and as described on Exhibit “B”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

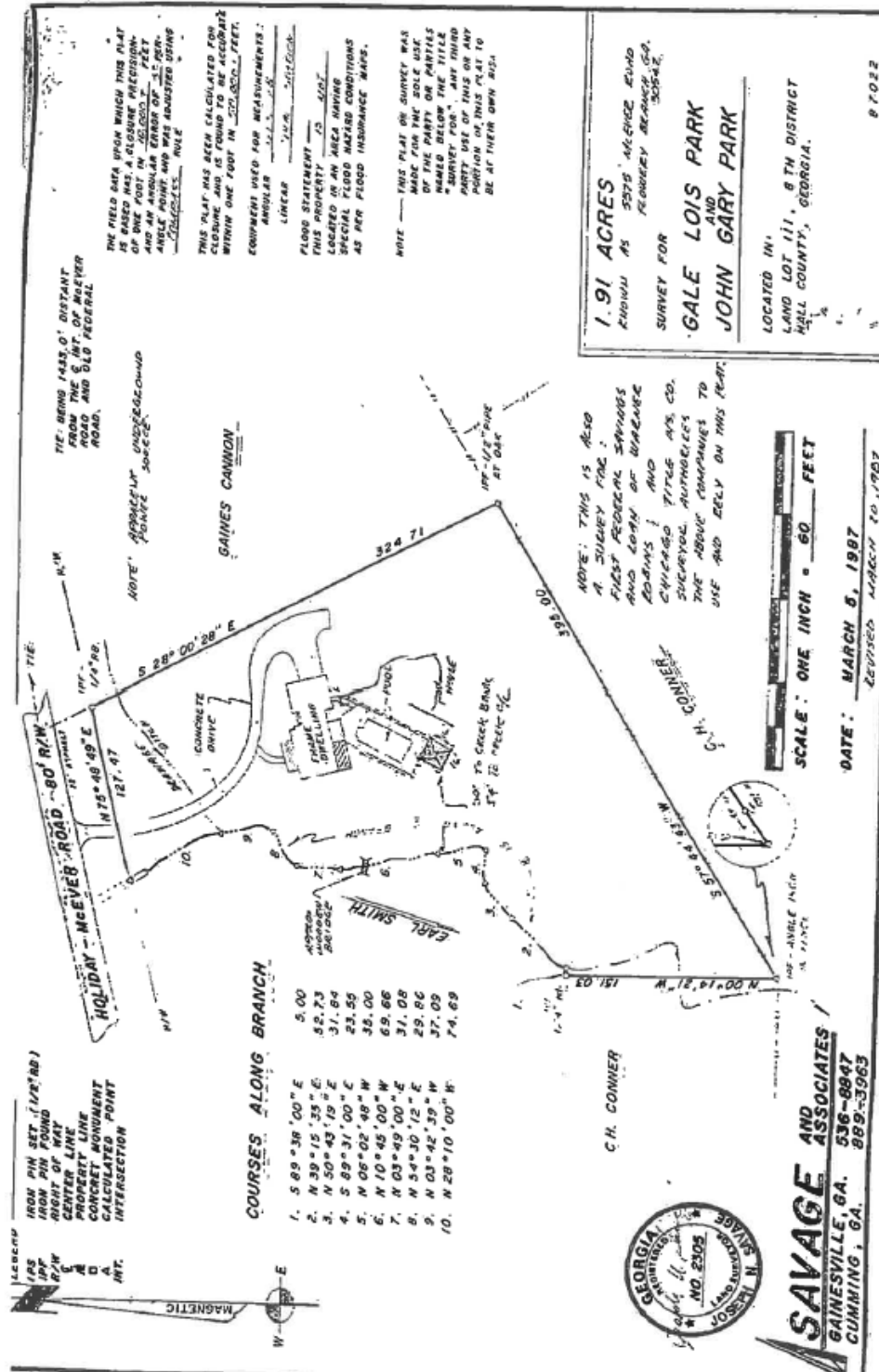


Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.

ORDINANCE 640

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY TOTALING 1.79 +/- ACRES, OWNED BY CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Carol Iocco owns the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, Carol Iocco has submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3,2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Hall County AIII (Agricultural Residential) to Flowery Branch A (Agricultural) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

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

SECTION 2. REZONING.

The 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B as shown on Exhibit “A” , and legally described in Exhibit “B”, is hereby rezoned from Hall County A III (Agricultural Residential) to Flowery Branch A (Agricultural). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

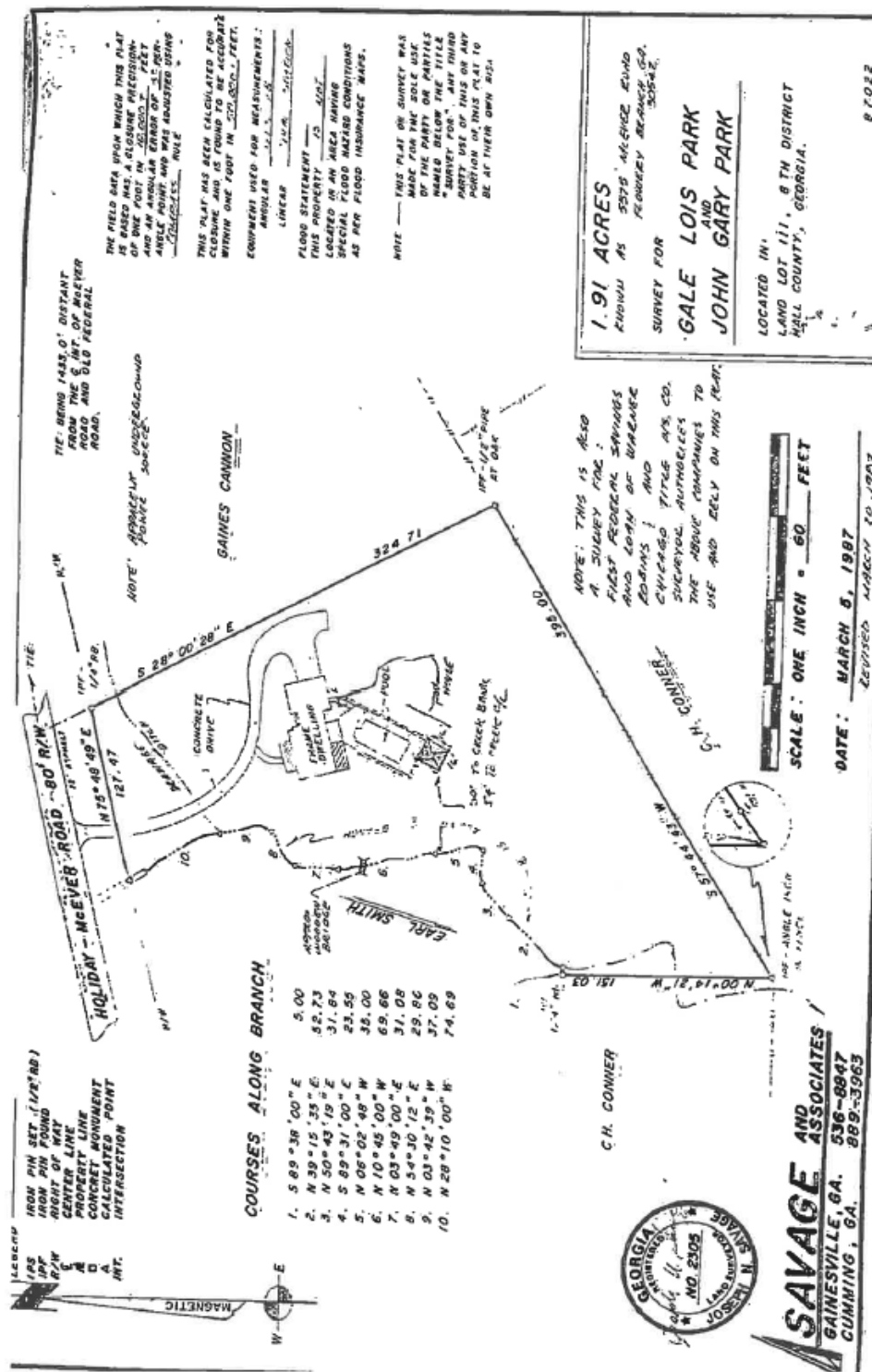
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”



Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Second Reading of the 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 intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

COUNCIL MEETING DATE: June 3, 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.

March 18, 2021 work session discussion concerning buffers (plan attached below).

Updated May traffic study is attached.

May 20, 2021 Council approves first read but asks for an updated plan or approach to the density in particular the number of townhomes prior to the second read on June 3, 2021.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended prior to the final read to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted and conditioned.

SAMPLE MOTION:

I make a motion to approve the second reading of ordinance 625 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 626 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 627 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 628 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 629 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 630 as submitted and conditioned.

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](#)
- [Staff Report .pdf](#)
- [March 18 Buffer Plan.pdf](#)
- [Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
- [Mulberry Flowery Branch Subdivision Traffic Impact Study.pdf](#)
- [Combined 625-630 Incomplete for FIRST READ.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

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



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

parcels (08117 002008A, 08117002016D, 08117 002016B, 08117
Tax Map Number: ~~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



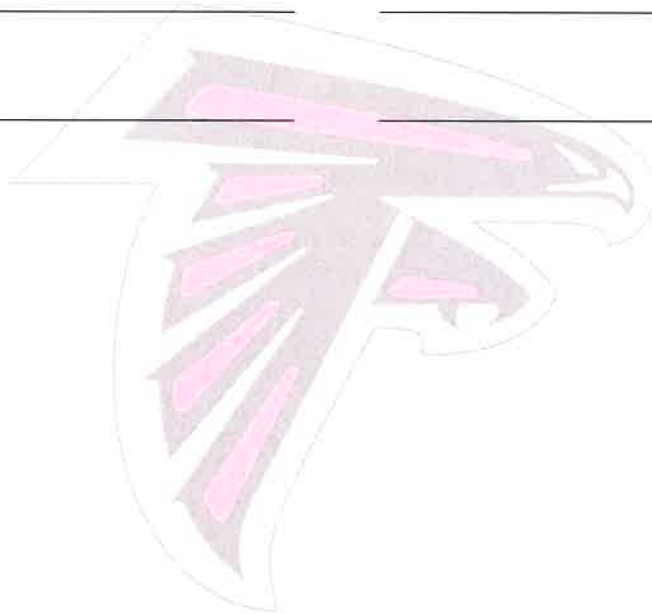
Disclosure of Campaign Contributions

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
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19305/27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23512/27 = 870 \text{ cubic yards}$
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



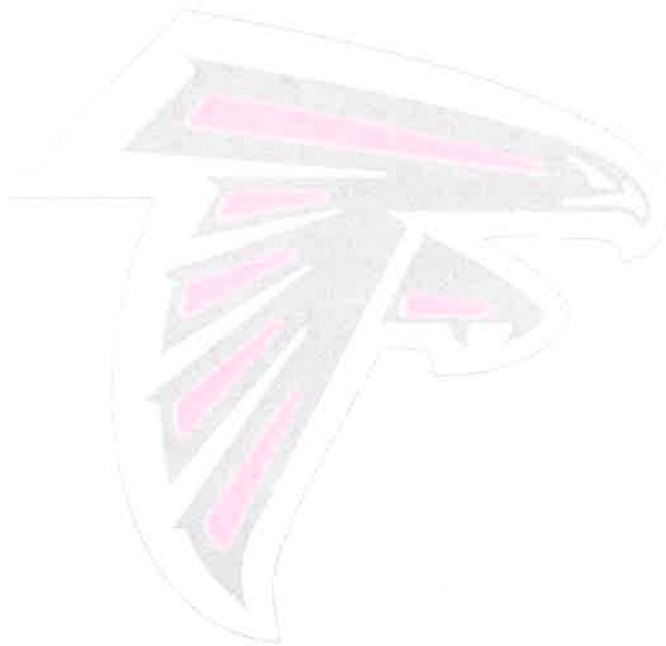
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? 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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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

IX6 Fascia
 IX4 Frieze
 IX4 Trim
 IX6 Header
 IX8 Band



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

01.22.21

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 “B” Elevation

01.22.21



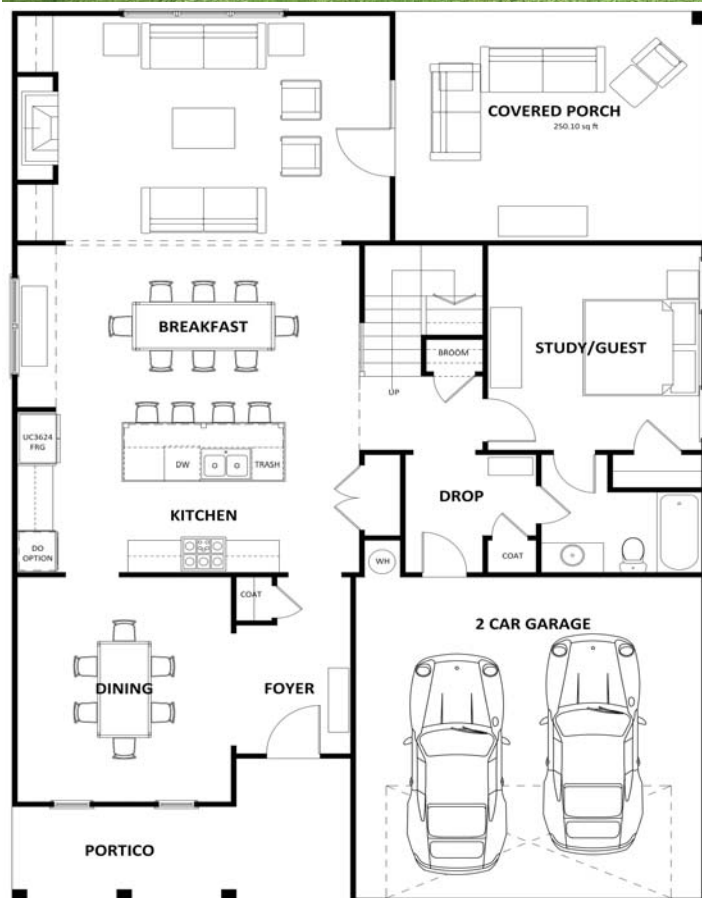
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, unit plan / floor plan changes, etc.).
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1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

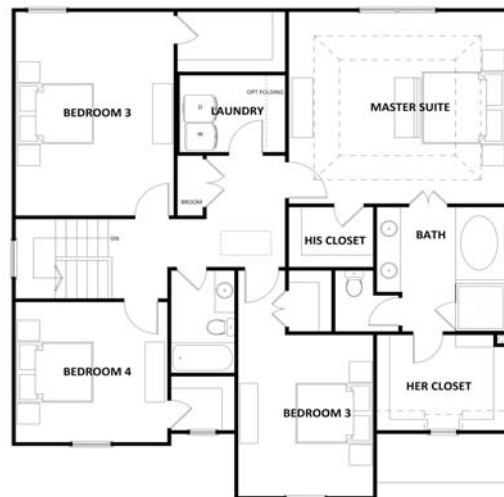
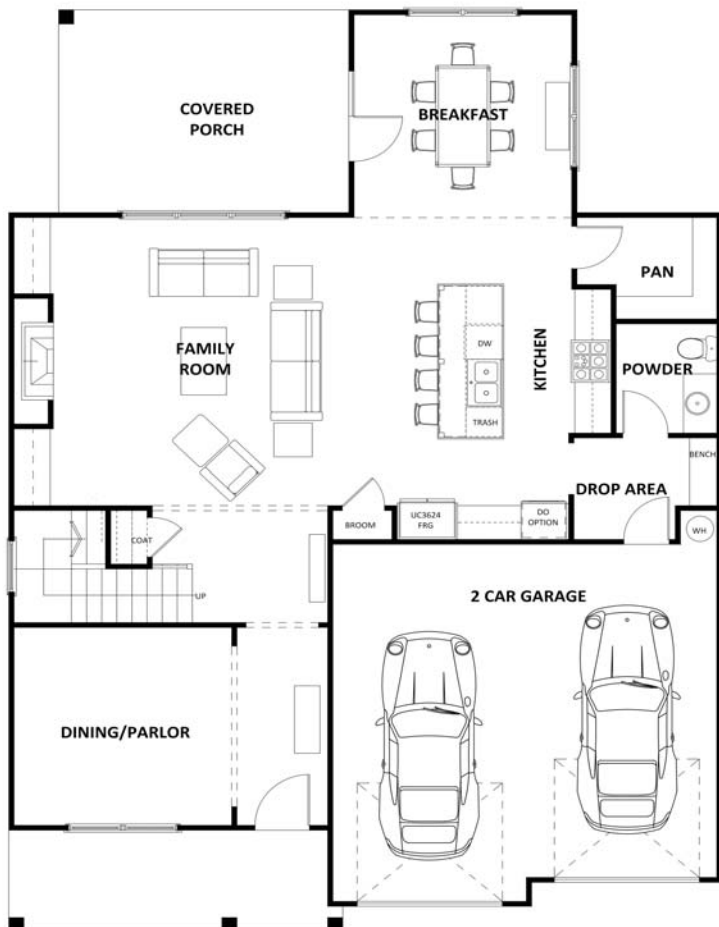
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

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

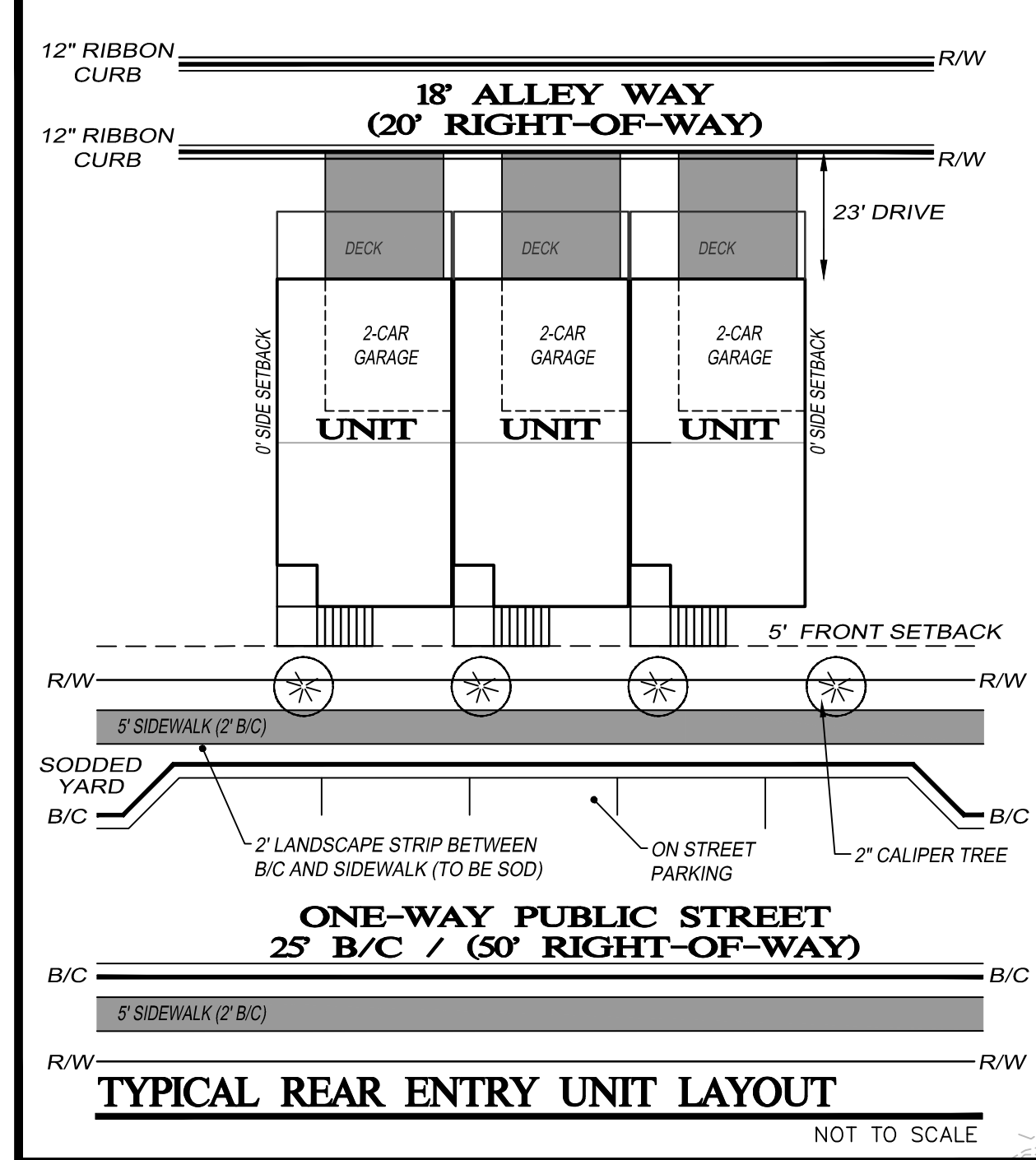
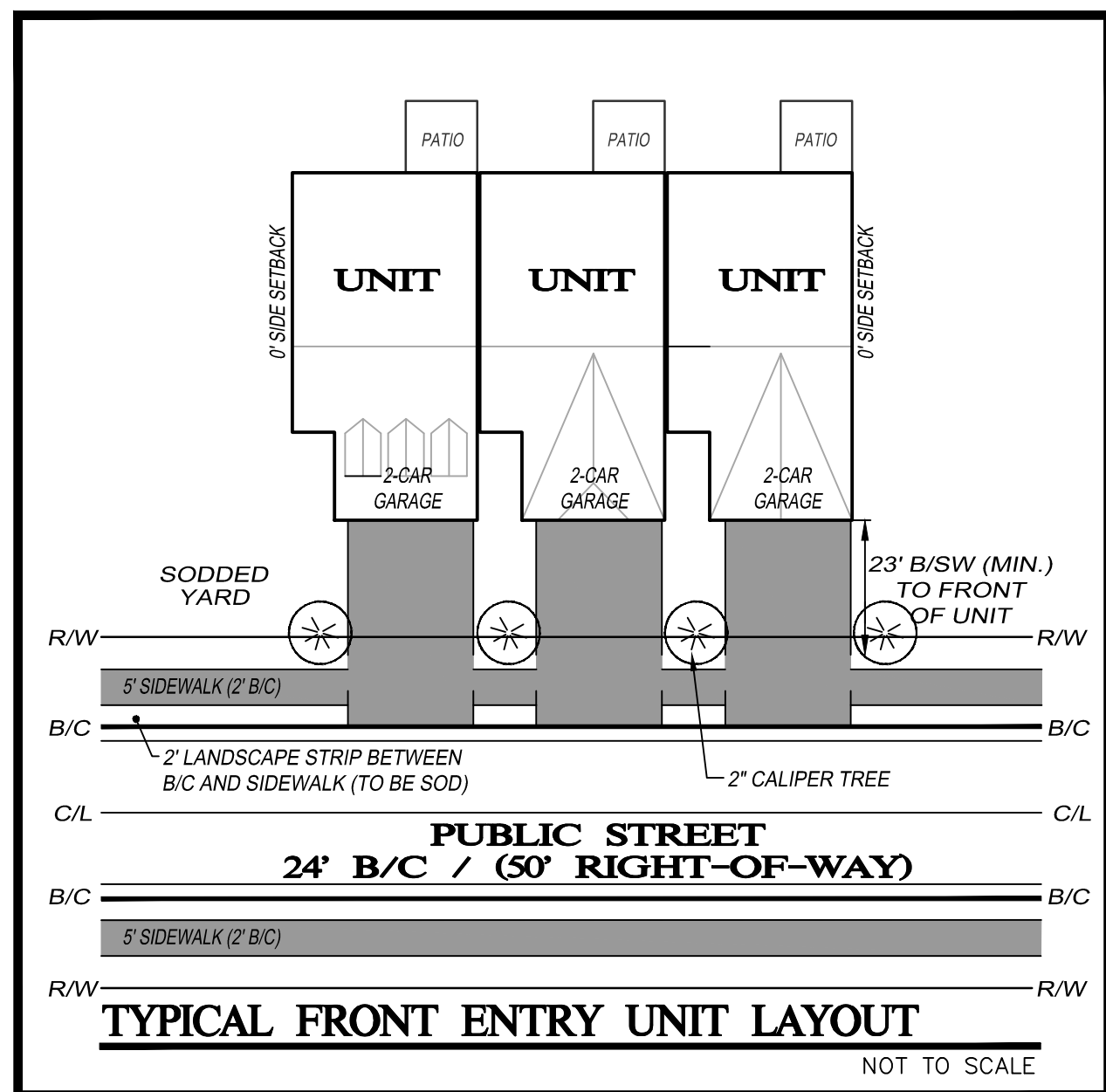


For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414



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

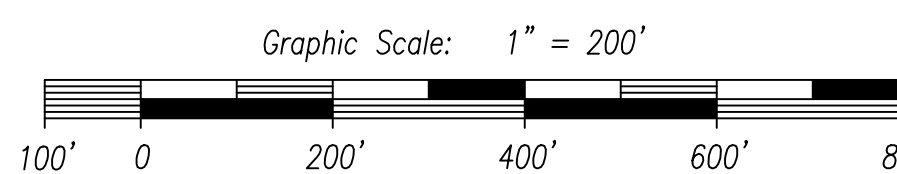
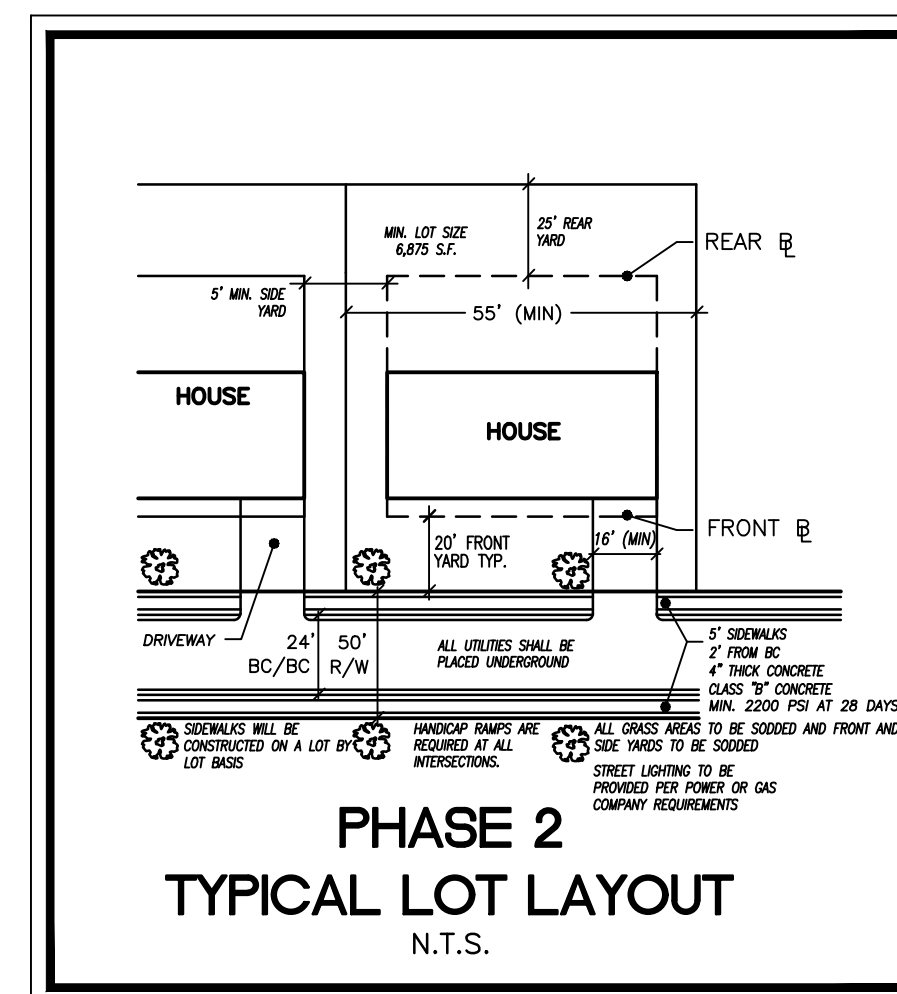
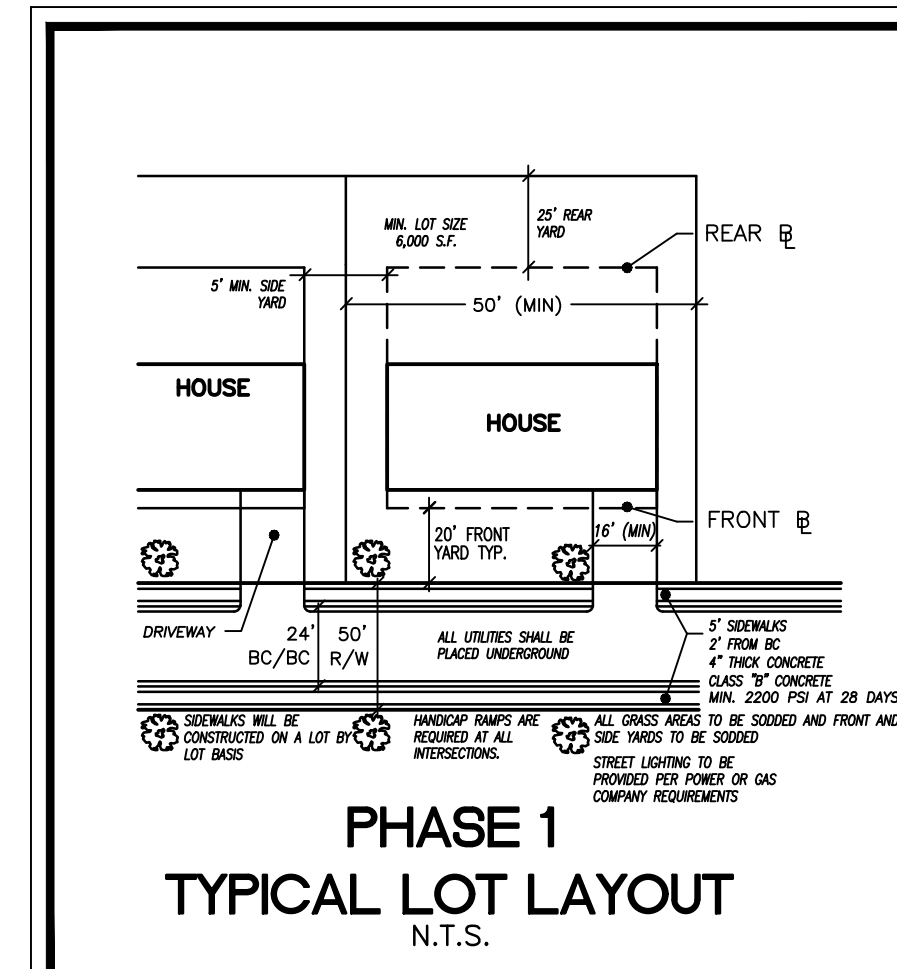
COMPASS POINT PHASE 3

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:

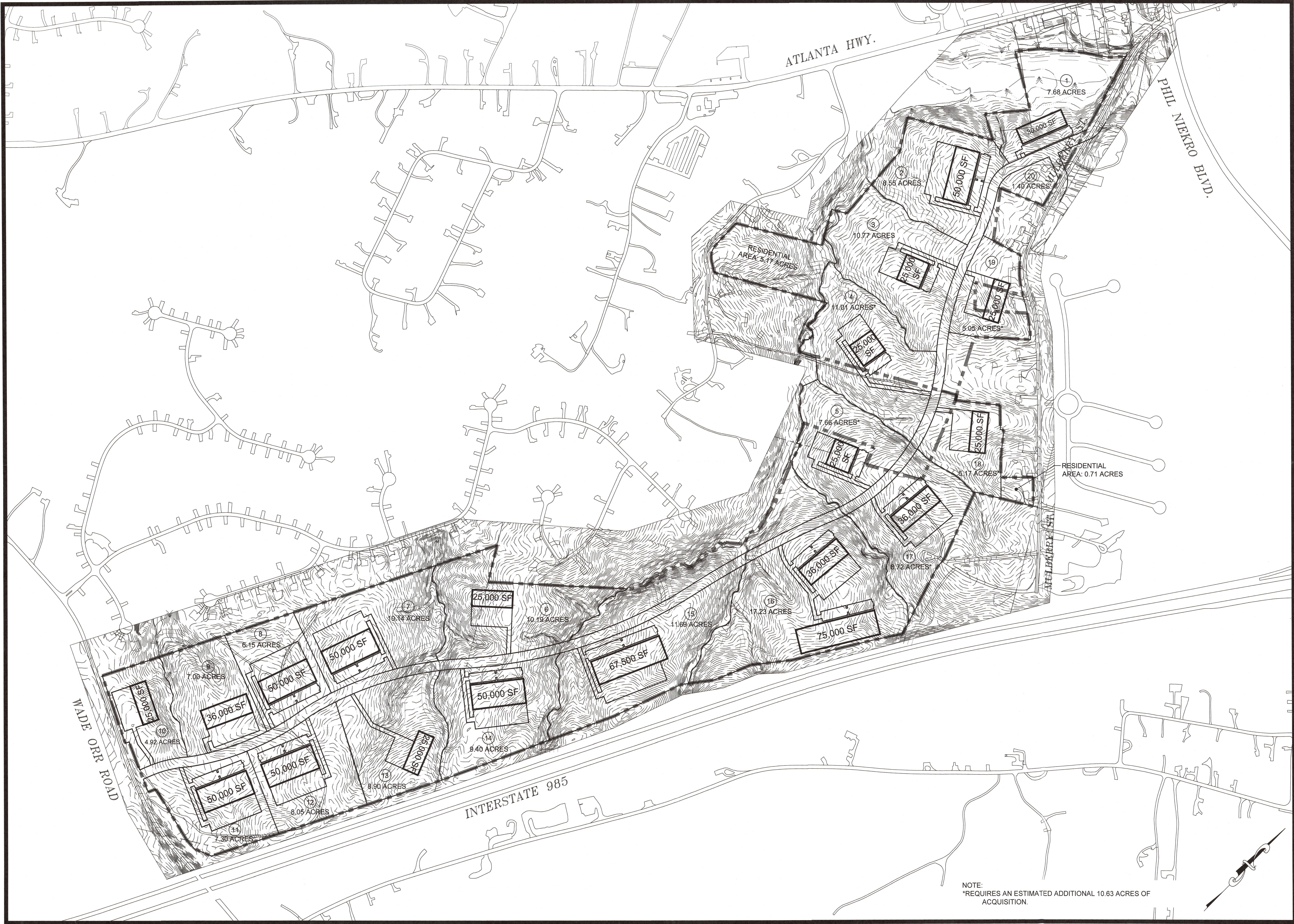
CONCEPTUAL LAND PLAN

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.



**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

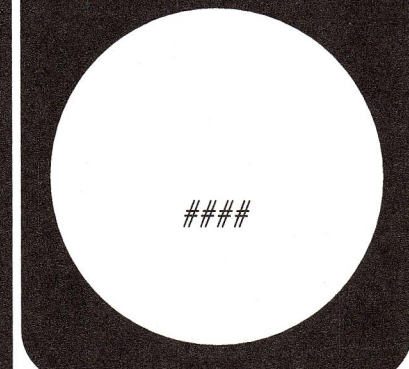
ADVENTURES IN MISSIONS

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

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.
DWG NO.
DRAWN BY: MDS

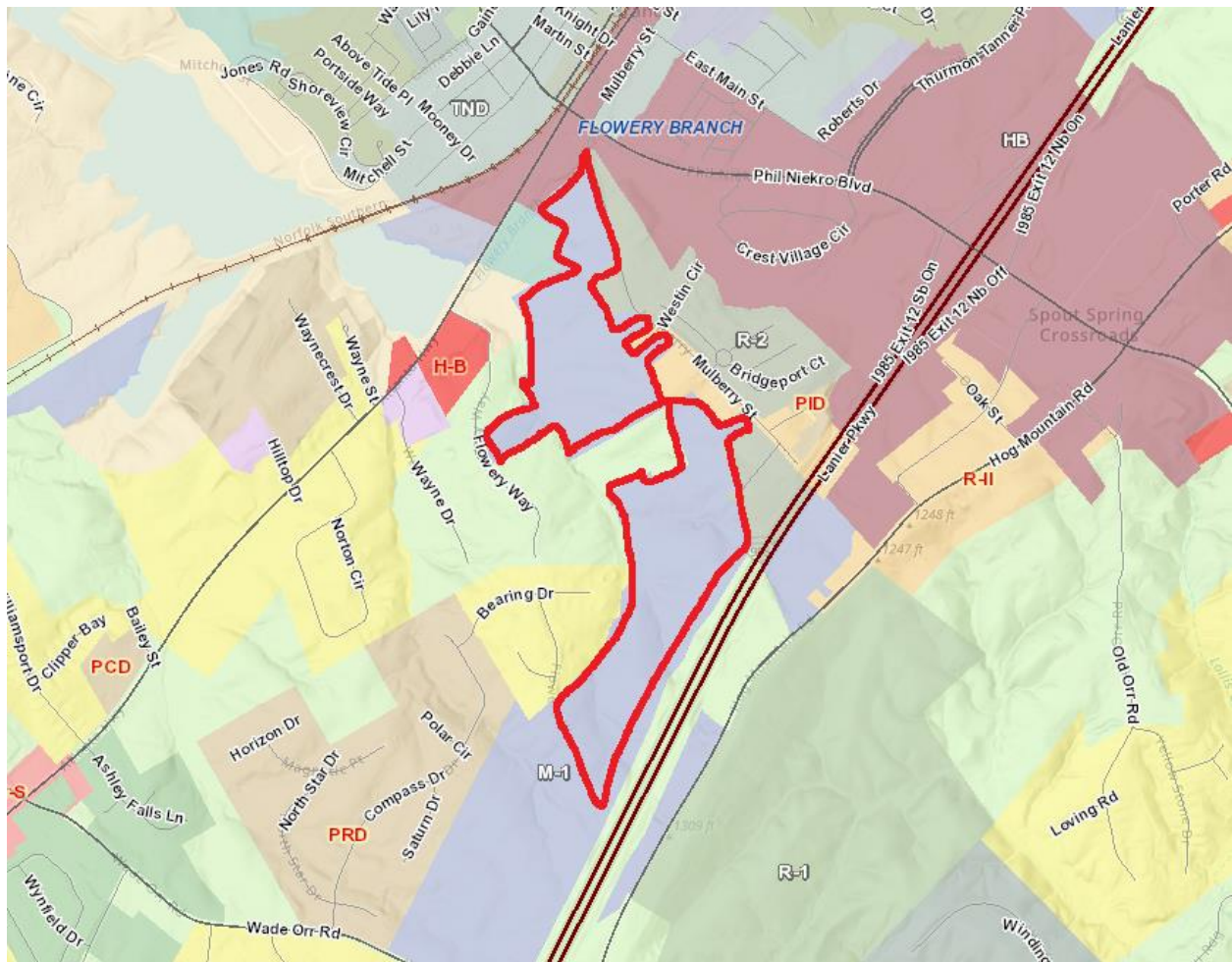


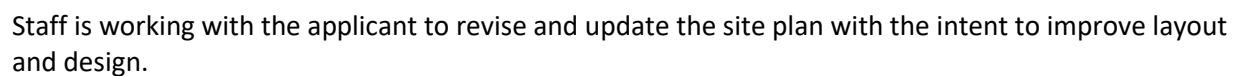
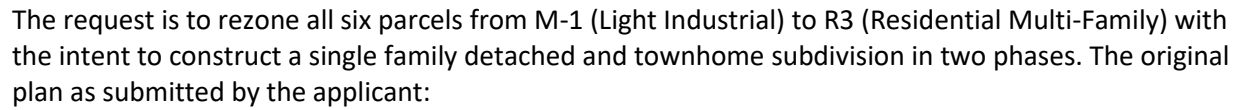
Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

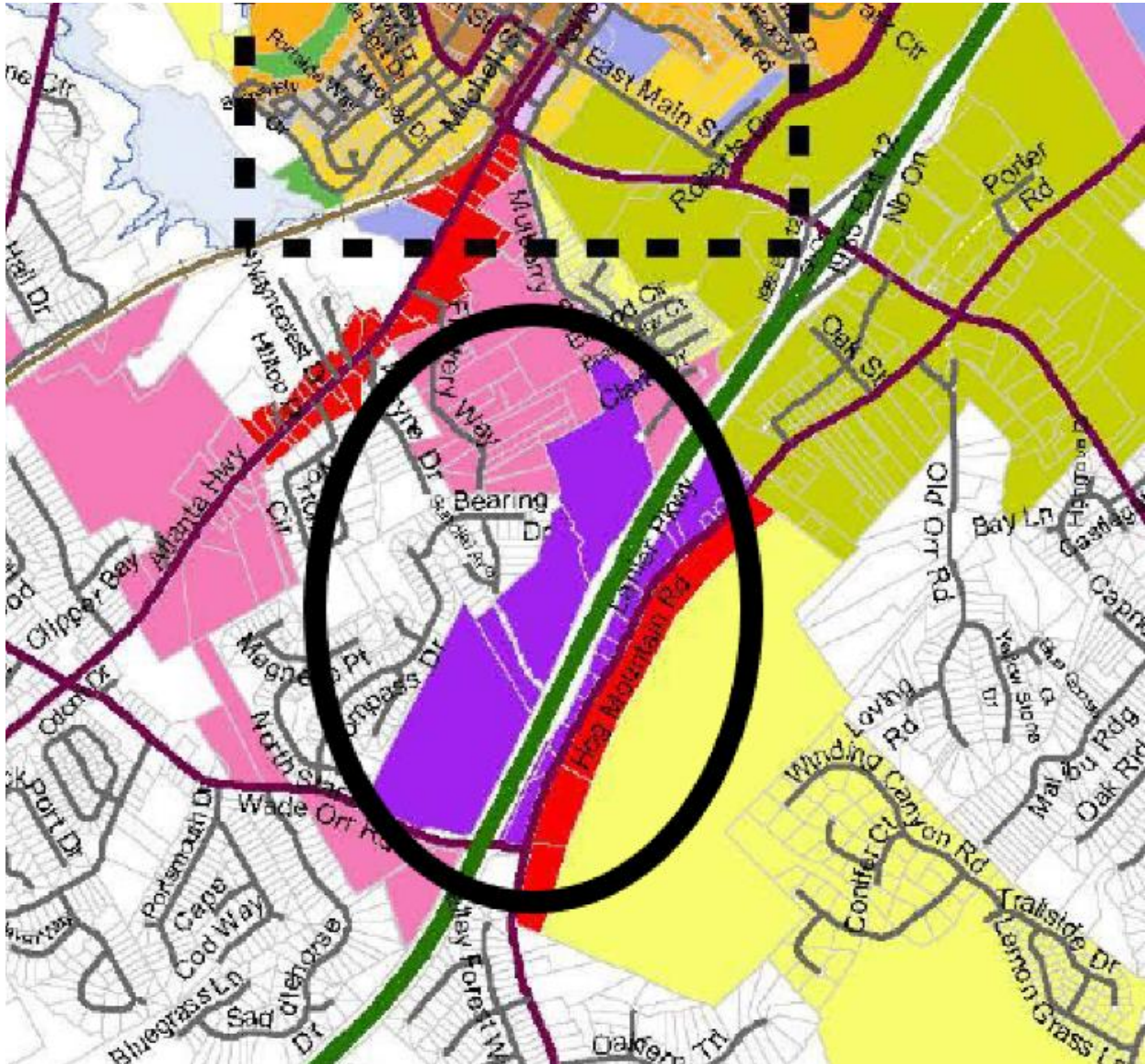
Approximate location of all six parcels:



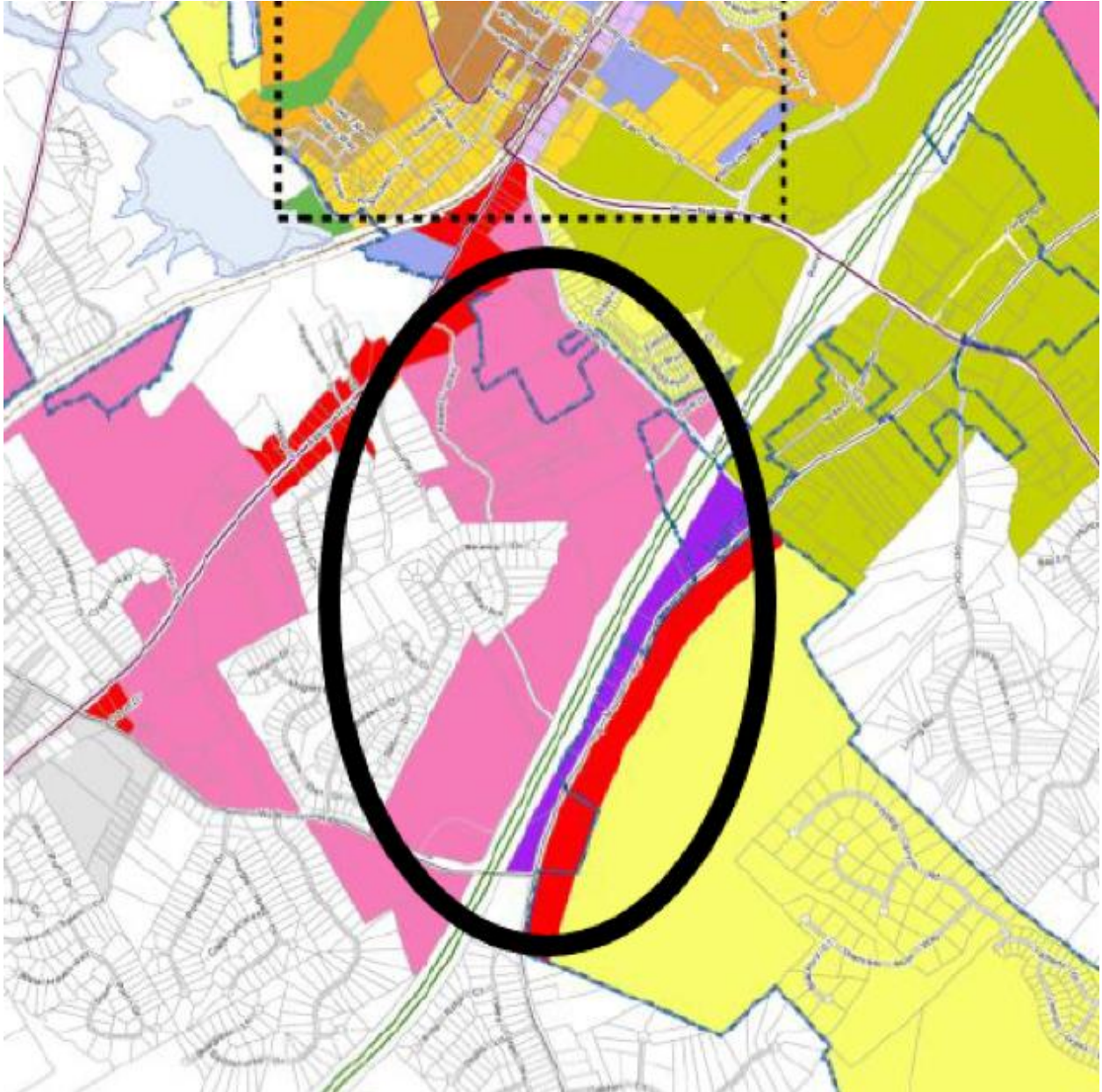




Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (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.

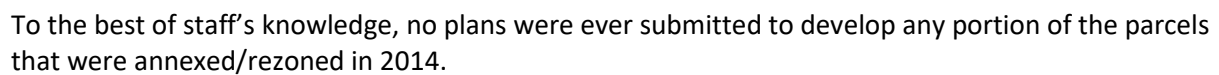
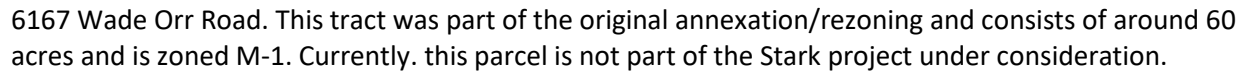


The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

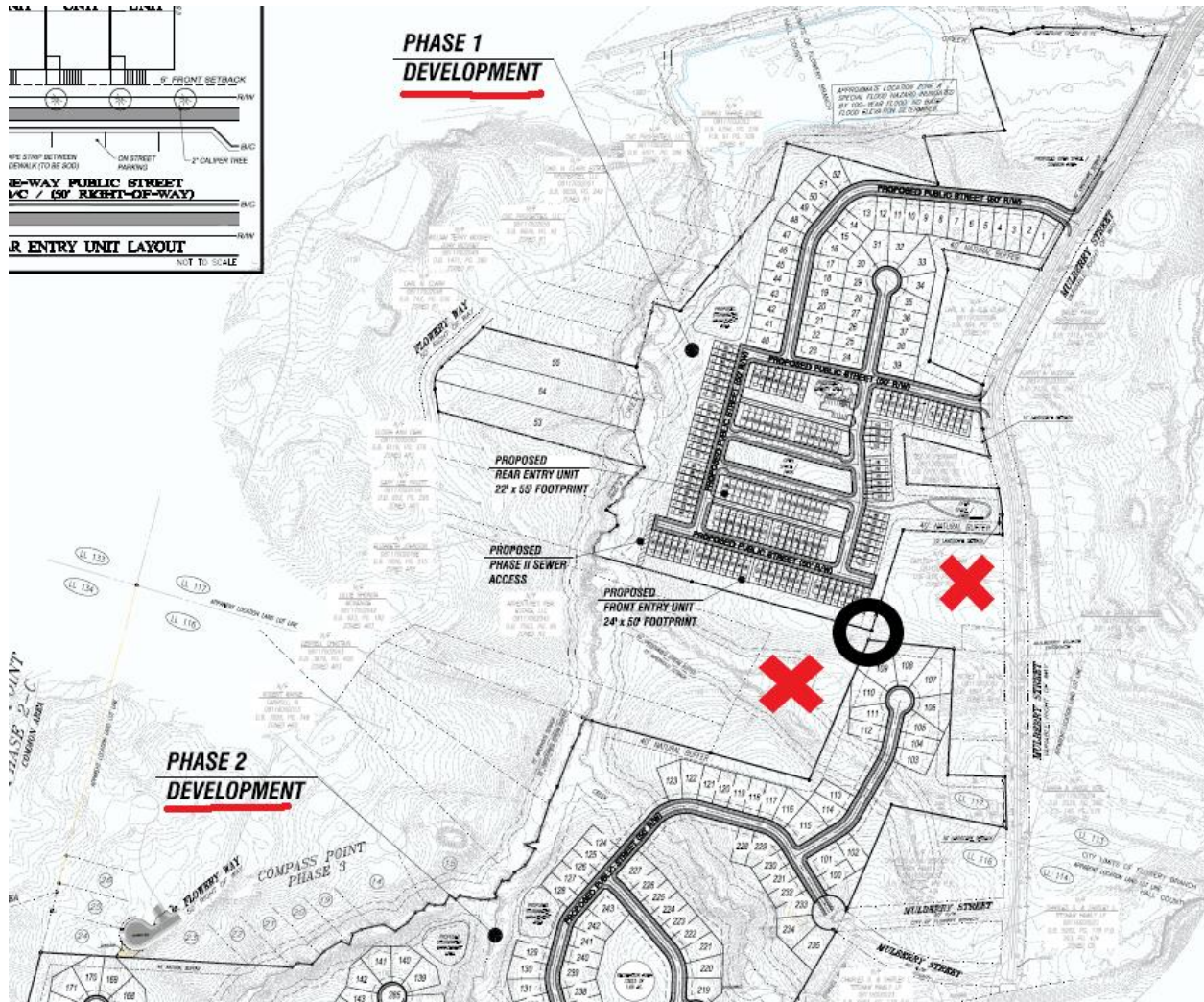
- (g) Existing use(s) and zoning of the subject property and nearby properties. *Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.*

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land (possibly one or both parcels marked with a red X) in order to connect the phases.



The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.





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

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

01.21.21



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Flowery Branch



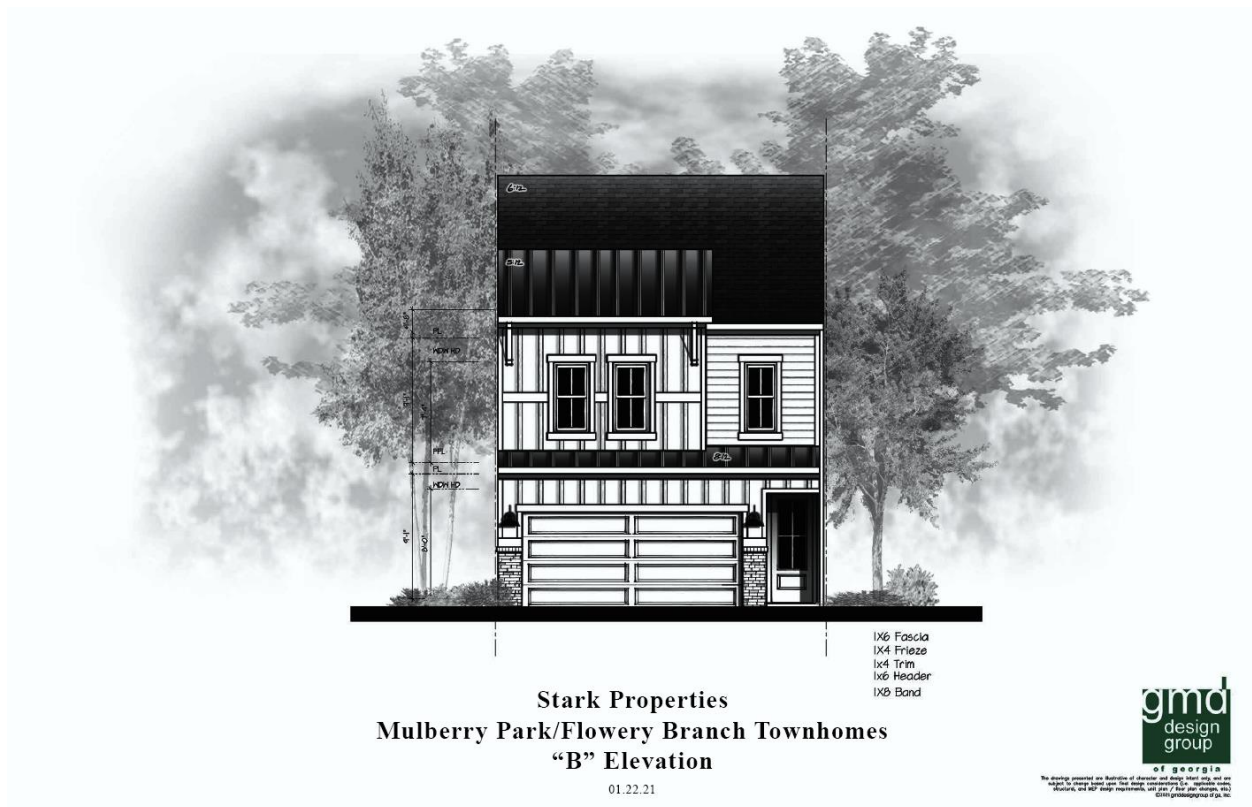
IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
"A" 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 codes, standards, and MEP design requirements, unit plan / floor plan changes, etc.)







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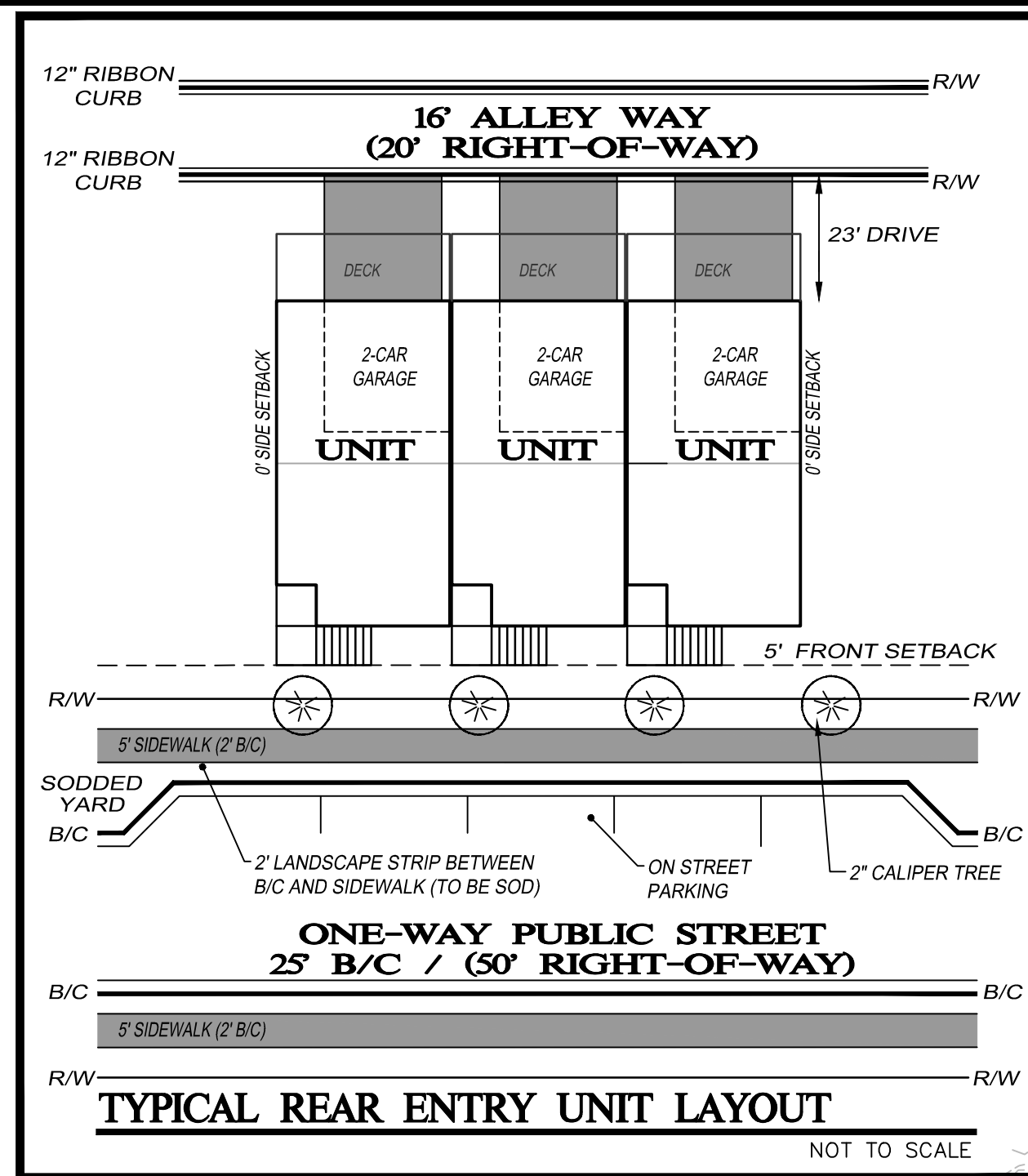
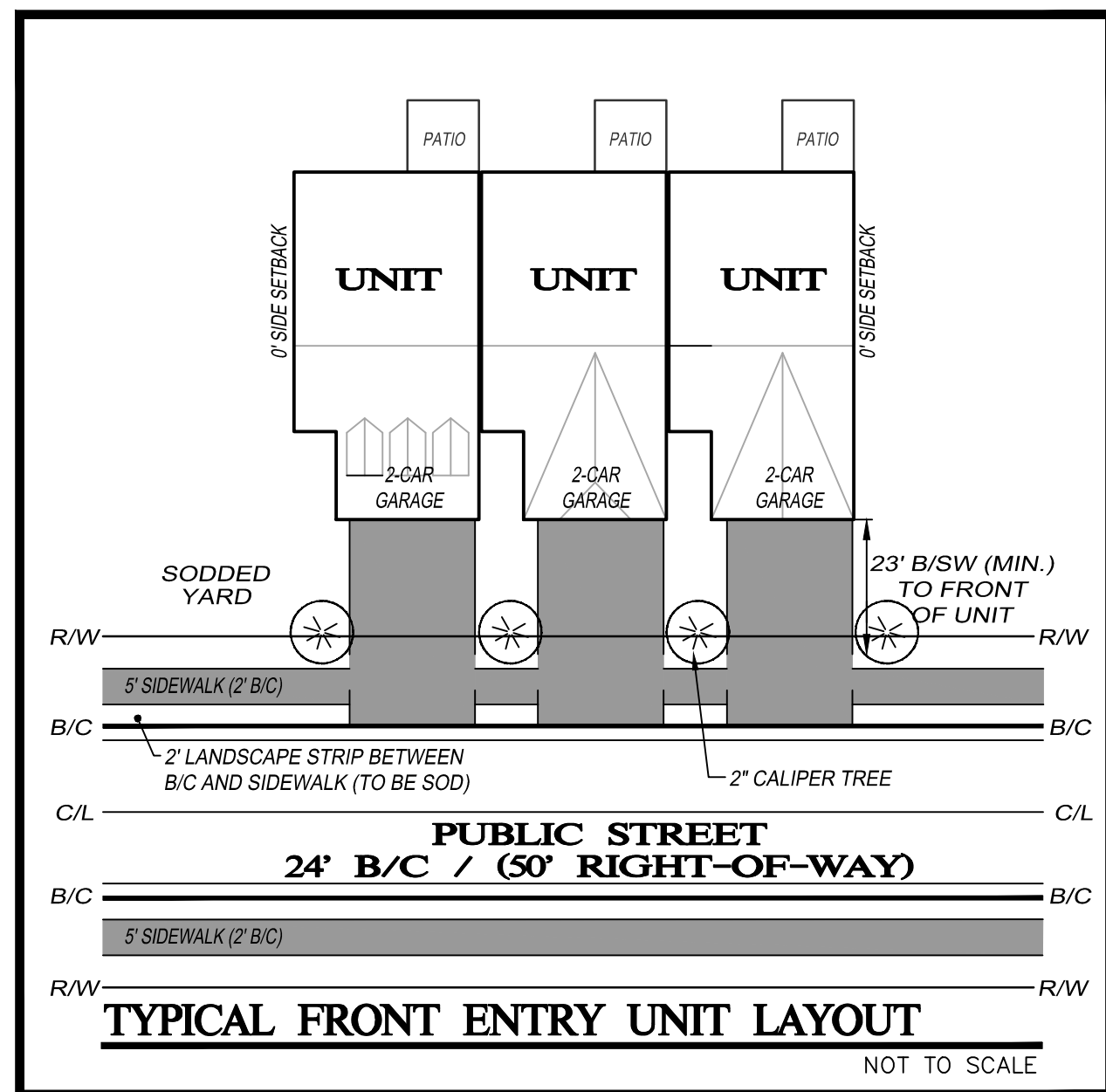
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the OAKLEY



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: 49
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 3.92 LOTS/ACRE
NET DENSITY: 4.19 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: 138 (LOT #'S 100-237)
GROSS/NET DENSITY: 1.97 LOTS/ACRE
OPEN SPACE/Common Area Provided = ±34 AC. (49%)
TOTAL LENGTH OF STREETS: ±6,775 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

50' UNDISTURBED
STREAM BUFFER

PROPOSED
REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED
PHASE II SEWER
ACCESS

PROPOSED
FRONT ENTRY UNIT
24' x 50' FOOTPRINT

75' IMPERVIOUS
STREAM SETBACK

50' UNDISTURBED
STREAM BUFFER

POSSIBLE FUTURE
CONNECTIVITY

40' DISSIMILAR
ZONING BUFFER

PHASE 2 DEVELOPMENT

PROPOSED
GREEN ISLANDS (TYP.)

PROPOSED
GREEN SPACE

40' DISSIMILAR
ZONING BUFFER

PROPOSED
PHASE 2 ENTRANCE

R-3 BUFFER REDUCTIONS:

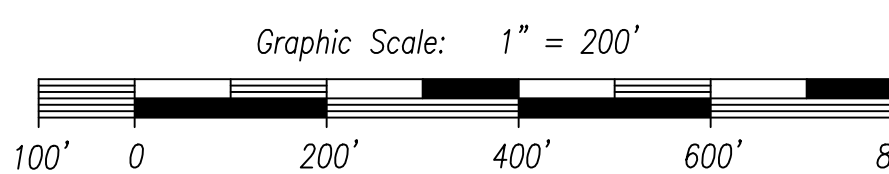
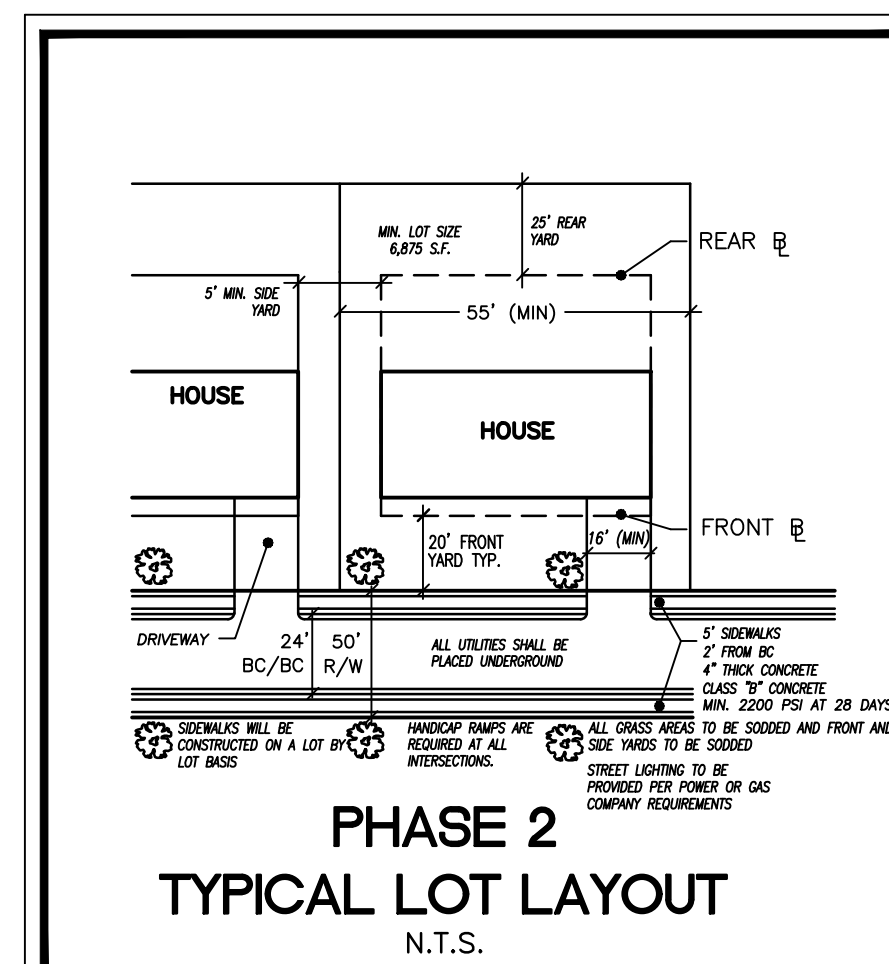
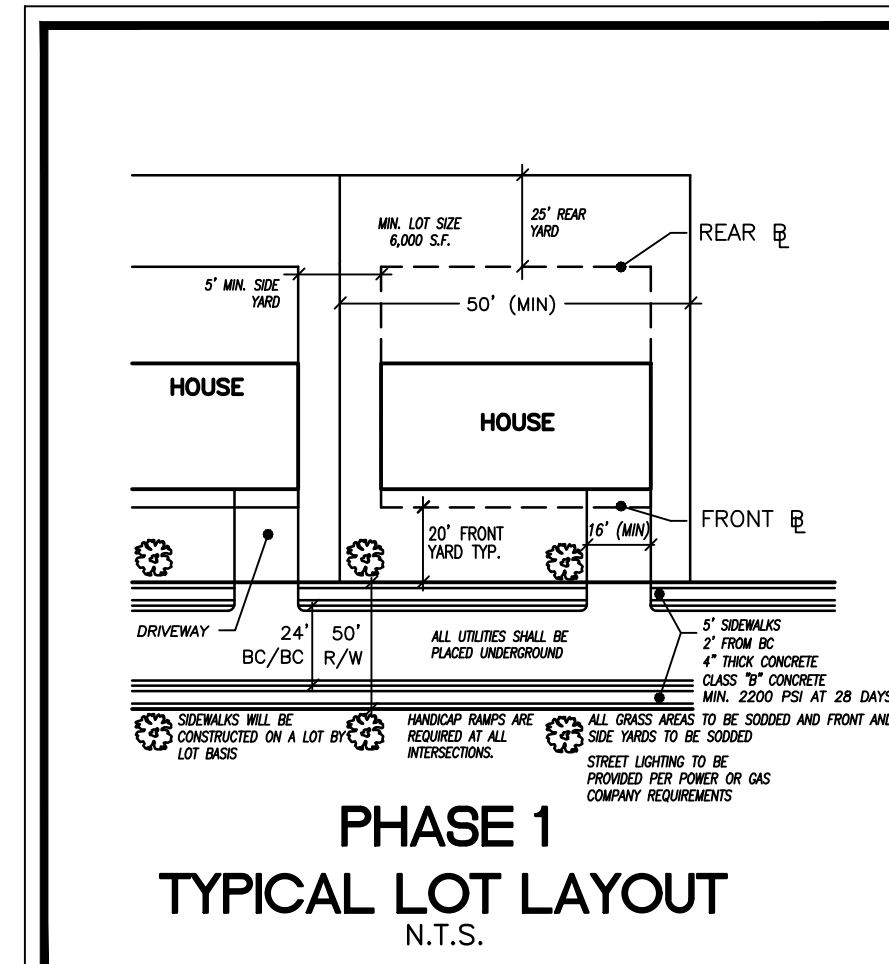
- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

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.



VICINITY MAP - N.T.S.



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

02/09/2021

REVISION

Address Conceptual Land Plan Comments

No.

1.

2.

3.

4.

5.

DESIGN

KWB

DRAWN

CHECKED

12/02/20

DATE

AS SHOWN

SCALE

SHEET

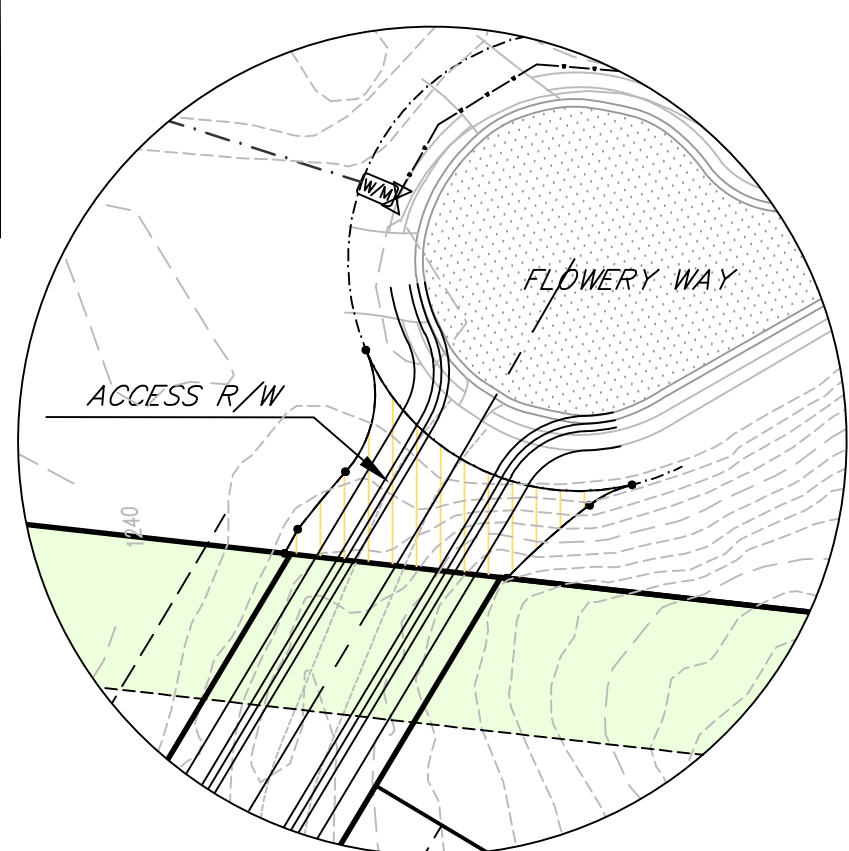
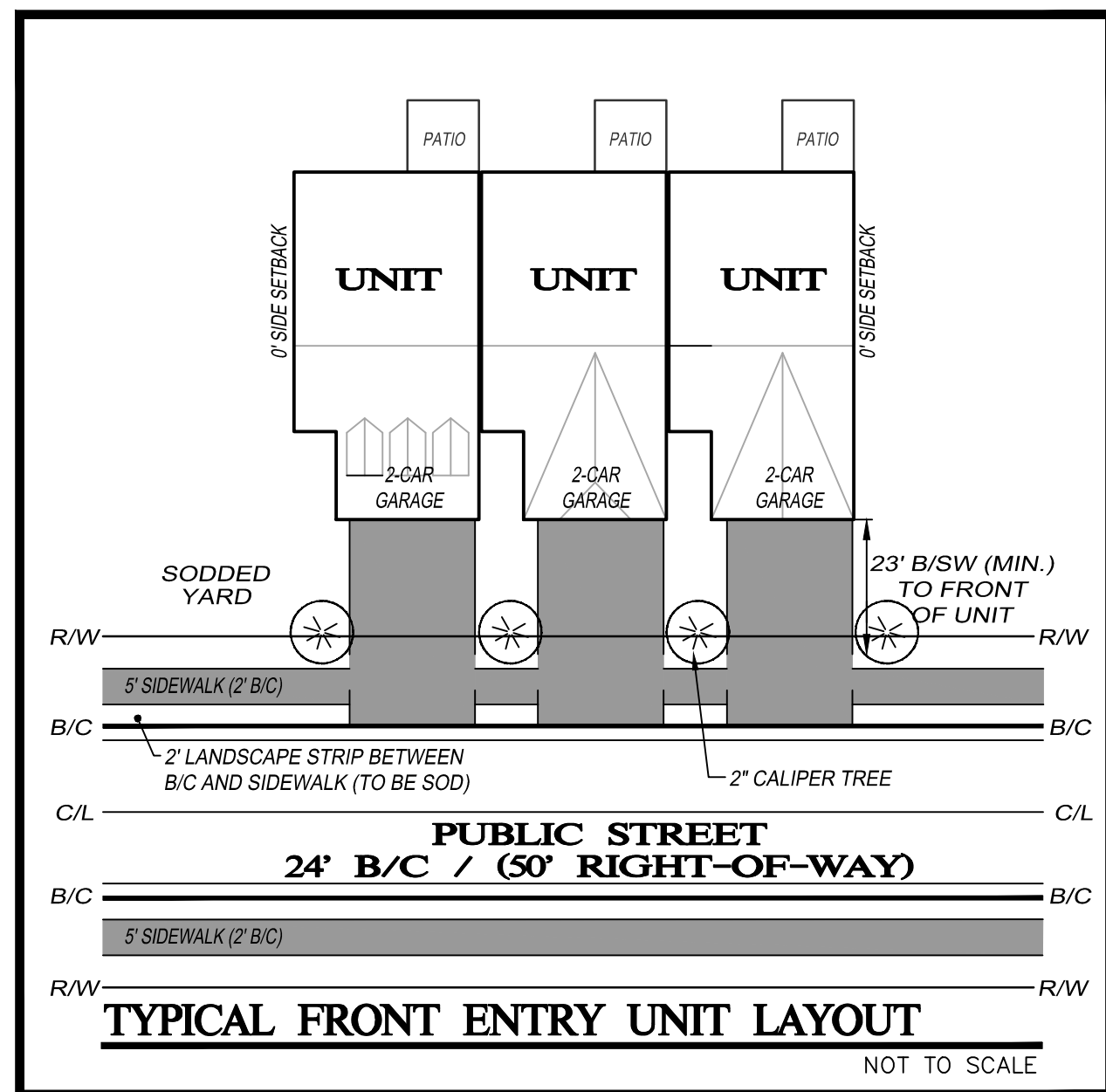
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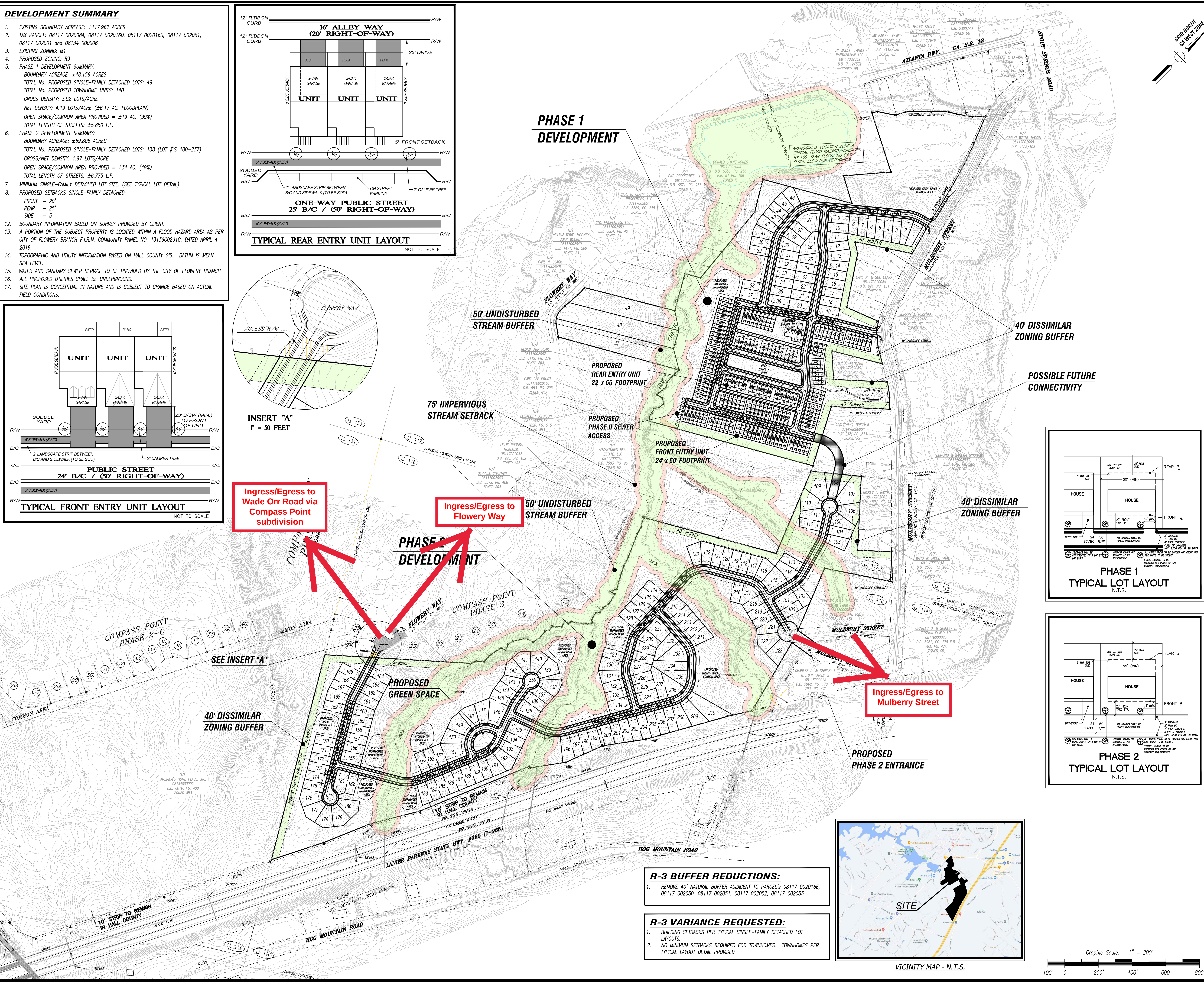


Ingress/Egress to
Wade Orr Road via
Compass Point
subdivision

Ingress/Egress to
Flowery Way

Ingress/Egress to
Mulberry Street

PHASE 1 DEVELOPMENT



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:

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

DATE

02/09/2021

03/29/2021

REVISION

Address Conceptual Land Plan Comments

Revised Phase 2 Access as requested by Client

No.

1.

2.

3.

4.

5.

DESIGN

KWB

DRAWN

CHECKED

12/02/20

DATE

AS SHOWN

SCALE

SHEET

20-085

PROJECT No.

1 of 1

Traffic Impact Study

Proposed Mulberry Street Residential Subdivision
City of Flowery Branch, Georgia

May 7, 2021

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING



Traffic Impact Study

Proposed Mulberry Street Residential Subdivision
City of Flowery Branch, Georgia

study prepared for:

Pine Grove Partners, LLC
3325 Mathieson Drive, NE
Atlanta, Georgia 30305

May 7, 2021



MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

858 Myrtle Street, NE
Atlanta, Georgia 30308

phone: (678) 637-1763
e-mail: acamporatraffic@comcast.net

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in the City of Flowery Branch, Georgia. The site is located along the southwest side of Mulberry Street, south of Phil Niekro Boulevard, as shown in the location map in Figure 1. The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road).

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed residential development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.



Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

Mulberry Street is a local two-lane residential street that begins near Interstate 985, passes the subject site, has a side street stop sign controlled intersection with Phil Niekro Boulevard, then parallels the east side of Atlanta Highway to Spring Street. Mulberry Street south of Phil Niekro Boulevard provides access to a residential subdivision, a few low-density single family homes, and undeveloped land. The terrain is gently rolling and the posted speed limit is 25 mph. In 2019 (the latest year that data was available) the Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 590 vehicles per day (vpd) on Mulberry Street midway between Phil Niekro Boulevard and its southern terminus. A 24-hour bi-directional traffic volume count was collected on Mulberry Street at the location of the Georgia DOT count station for this study on Wednesday, April 21, 2021 and recorded a northbound volume of 567 vehicles and a southbound volume of 569 vehicles for a two-way 24-hour volume of 1,136 vehicles.

Phil Niekro Boulevard is an urban minor arterial that begins at a signalized intersection at Atlanta Highway (west of which it is called Snelling Avenue) has an interchange with Interstate 985, then changes names to Spout Springs Road and continues to the southeast. The land along Phil Niekro Boulevard has a small retail node between Mulberry Street and Atlanta Highway, then includes undeveloped land or land being developed with residential subdivisions, with a small retail node at the I-985 interchange. The road has one through travel lane per direction with exclusive turn lanes at most intersections. The terrain is gently rolling and the posted speed limit is 35 mph, increasing to 45 mph east of Mulberry Street. In 2019 the Georgia DOT recorded an AADT volume of 8,220 vpd on Phil Niekro Boulevard west of Thurmon Tanner Parkway.

Atlanta Highway (Georgia State Route 13) is a north/south urban minor arterial that provides regional mobility through this area. The road has one through travel lane per direction with exclusive left turn lanes at its signalized intersection with Phil Niekro Boulevard / Snelling Avenue. There is an at-grade railroad crossing on Snelling Avenue immediately west of that intersection. The terrain is level to very gently rolling and the posted speed limit is 45 mph. In 2019 the Georgia DOT recorded an AADT volume of 9,060 vpd on Atlanta Highway south of Phil Niekro Boulevard. A 24-hour bi-directional traffic volume count was collected for this study on Wednesday, April 21, 2021 on Atlanta Highway at the location of the Georgia DOT count station and recorded a 24-hour volume of 8,946 vehicles.

Wade Orr Road is a two lane urban minor collector that begins at Atlanta Highway (west of which it is named Gaines Ferry Road), crosses Interstate 985 with no interchange, and terminates at Hog Mountain Road. The road provides access to residential subdivisions and undeveloped land. The road is winding with gently rolling terrain and the posted speed limit is 40 mph. In 2019 the Georgia DOT recorded an AADT volume of 4,610 vpd on Wade Orr Road west of Saddlehorse Drive. A 24-hour bi-directional traffic volume count was collected for this study on

Wednesday, April 21, 2021 on Wade Orr Road at the location of the Georgia DOT count station and recorded a 24-hour volume of 5,115 vehicles.

Flowery Way is a two lane local street that intersects with Atlanta Highway at a side street stop sign. The terrain is rolling and the posted speed limit is 30 mph. Compass Drive is a subdivision street that intersects with Wade Orr Road at a side street stop sign. The terrain is rolling and the posted speed limit is 25 mph.

Pedestrian, Bicycle, and Transit Accessibility

There is a sidewalk / path along the east side of Mulberry Street near the proposed subdivision access, for a short distance. However, most of Mulberry Street has no sidewalks. There is no sidewalk on Phil Niekro Boulevard near Mulberry Street, but there is sidewalk along the east side of Atlanta Highway north of Phil Niekro Boulevard and along the streets west of the railroad tracks, and there are crosswalks and pedestrian signals at the signalized intersection of Atlanta Highway at Phil Niekro Boulevard. There are no dedicated bicycle lanes near the proposed development. There is no regularly-scheduled mass transit service in the vicinity of the site.

Photographs 1 through 8 show the roadway conditions in the vicinity of the subject site.



Photograph 1 – Mulberry Street Facing North from Vicinity of Proposed Subdivision North Access



Photograph 2 – Mulberry Street Facing South from Vicinity of Proposed Subdivision North Access



Photograph 3 – Speed Bump on Mulberry Street



Photograph 4 – Phil Niekro Boulevard Facing West at Mulberry Street, then Atlanta Highway



Photograph 5 – Queues on Westbound Phil Niekro Boulevard from Atlanta Highway Passing Mulberry Street



Photograph 6 – Northbound Atlanta Highway at Phil Niekro Boulevard



Photograph 7 – View to North on Atlanta Highway from Flowery Way



Photograph 8 – View to East on Wade Orr Road at Compass Drive

Existing Traffic Volumes

Full turning movement traffic volume counts were collected for this study at the following intersections in the vicinity of the proposed development:

1. Phil Niekro Boulevard at Mulberry Street
2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue
3. Atlanta Highway at Flowery Way
4. Wade Orr Road at Compass Drive

The counts were collected on Wednesday, April 21, 2021, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were in session on the day on which the counts were recorded, but this included some schooling from home due to the COVID-19 pandemic, addressed below.

In addition to the intersection turning movement counts, 24-hour bi-directional counts were collected on Mulberry Street at the location of Georgia DOT Count Station 139-8173, on Atlanta Highway west of Phil Niekro Boulevard at Georgia DOT Count Station 139-0169, and on Wade Orr Road west of Saddlehorse Drive at Georgia DOT Count Station 039-7381.

In order to account for decreased volumes due to the pandemic, an adjustment factor was developed to be applied to the counted volumes. The 2019 (latest year of data) Georgia DOT AADT volumes at the three count stations listed above were extrapolated to 2021 using the average annual growth rate at each location. This produces the “expected” 2021 AADT, without the influence of the COVID-19 pandemic. These were then compared to the 24-hour counts collected at each location for this study. Table 1 summarizes the historic counts and the current counts, including the annual growth between each count and the percent difference between the “expected” 2021 AADT and the current counts collected for this study.

Table 1 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Mulberry St midway	Annual Growth	Atlanta Hwy W of Phil Niekro	Annual Growth	Phil Niekro N of Thurmon Tanner	Annual Growth	Wade Orr W of Saddlehorse	Annual Growth
Station ID	139-8173		139-0169		139-0445		139-7381	
2015	550		8,300		7,930		4,260	
2016	560	1.8%	8,540	2.9%	8,160	2.9%	4,360	2.3%
2017	570	1.8%	8,600	0.7%	8,220	0.7%	4,450	2.1%
2018	580	1.8%	8,530	-0.8%	8,160	-0.7%	4,520	1.6%
2019	590	1.7%	9,060	6.2%	8,220	0.7%	4,610	2.0%
<i>avg growth</i>		1.8%		2.2%		0.9%		2.0%
Expected 2021 AADT	611		10,221		8,341		4,795	
24-Hour 4/21/21	1,136		8,946				5,115	
<i>% Difference</i>	+85.9%		-12.5%				+6.7%	

The 24 hour volumes counted for this study were 85.9% higher than the “expected” 2021 AADT on Mulberry Street and 6.7% higher on Wade Orr Road, while they were 12.5% lower on Atlanta Highway. However, a closer review of the Georgia DOT data reveals that at the Mulberry Street and Wade Orr count stations, the Georgia DOT estimated ALL of the counts. It is unlikely that there has been almost 86% growth on Mulberry Street, and instead, more likely that Georgia DOT underestimated the counts. The counted volume on Mulberry Street for this study is consistent with the number of homes served by that street. At the Atlanta Highway count station, the 2016, 2017, and 2018 counts were also estimated but the 2015 and 2019 counts were actual. Therefore, the annual average growth from 2015 to 2019 at that count station, of 2.2%, is growth based on actual data and the -12.5% from the “expected” 2021 AADT to the counted data is considered the most reliable measure of actual conditions.

Based on the above discussion, all counted volumes for this study were increased by 10% to account for the effects of the pandemic. The full 12.5% difference was not applied because the pandemic is likely to have long-term effects on travel patterns and traffic volumes due to changes in behavior, such as increased working from home, so that the current counts may be as representative of “normal” conditions as would result from calibration back to 2019 conditions.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes were adjusted by the 10% pandemic adjustment discussed above to produce the adjusted existing weekday a.m. and p.m. peak hour traffic volumes at each intersection, as shown in Figure 2. The raw count data is found in Appendix A.

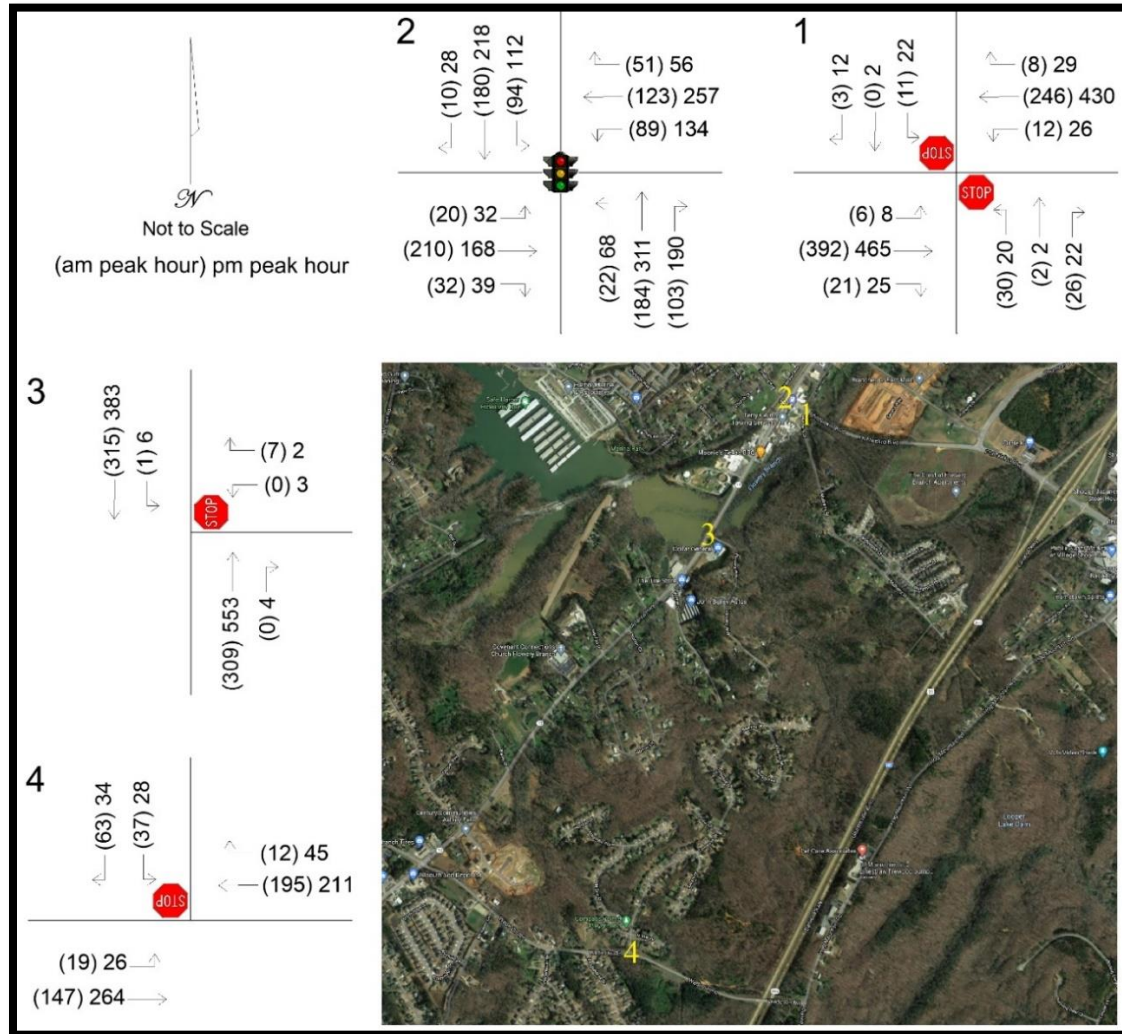


Figure 2 – Adjusted Existing Weekday A.M. and P.M. Peak Hour Traffic Volumes

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual (HCM 6)*. This methodology is presented in Appendix B. The results of the analysis are shown in Table 2. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 2 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Boulevard at Mulberry Street	A	2.1	A	2.0
northbound approach	C	15.3	C	19.3
southbound left/through	C	17.5	D	27.2
southbound right	A	9.8	B	11.2
eastbound left turn	A	7.8	A	8.3
westbound left turn	A	8.2	A	8.5
2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue	C	24.7	C	31.2
northbound approach	B	15.2	C	20.6
southbound approach	B	11.6	B	14.9
eastbound approach	D	42.7	D	48.5
westbound approach	C	33.0	D	46.3
3. Atlanta Highway at Flowery Way	A	0.1	A	0.2
southbound left turn	A	8.0	A	8.7
westbound approach	B	10.2	C	16.4
4. Wade Orr Road at Compass Drive	A	3.1	A	1.6
southbound approach	B	11.5	B	12.1
eastbound left turn	A	7.8	A	7.9

The existing analysis reveals acceptable traffic operations at all study intersections. Therefore, no mitigation is identified for the existing condition based on capacity or delays. However, three observed field conditions are noted here.

First, due to the proximity of Atlanta Highway to Mulberry Street, queueing on westbound Phil Niekro Boulevard was observed to extend from the signal at Atlanta Highway past Mulberry Street. It is recommended that a “Do Not Block the Box” be implemented at the Phil Niekro / Mulberry intersection. This would include striping out a box on the pavement which vehicles should not block while queued waiting for the signal, and accompanying signage.

Second, westbound Phil Niekro Boulevard begins to widen east of Mulberry Street to transition from one westbound lane to two westbound lanes at Atlanta Highway. Currently, westbound left turners into Mulberry Street can “hug” the centerline and allow westbound through traffic to get around them, but that does not always necessarily happen and westbound through vehicles can either opt to drive onto the unpaved shoulder or wait behind the left turn vehicle. The westbound left turn volume, while moderate, is sufficient to justify creating a separate westbound left turn lane and it is recommended that this lane be added.

Third, there is a speed bump on Mulberry Street, signed as a speed hump. Speed bumps are smaller, more abrupt speed control devices, typically used in parking lots. These are generally not preferred on public roadways because 1) they tend to be so jarring that, if not seen, could damage a vehicle and/or cause it to lose control and 2) are typically not preferred by emergency services. It is recommended that the bump be replaced by a speed hump.

The three improvements recommended above are system improvements, that should be made independent of the proposed subdivision, whether or not the proposed subdivision is developed.

Future No-Build Traffic Conditions

Two future no-build conditions were developed, five years and ten years into the future. These represent the traffic conditions that would exist in the future at the completion of Phase I of the subdivision and at full build-out of the subdivision, but not including the proposed subdivision's trips. The purpose of the analysis of the no-build conditions is to isolate the traffic impacts of the proposed development from background growth in volumes that are expected to occur in the area while the subdivision is under construction.

Table 1, presented previously, shows the Georgia DOT AADT volume counts and the annual growth rates between the counts on nearby roadways for the five years from 2015 to 2019 (the latest year for which counts are available). These counts were used to identify historic growth trends in volumes in the area. Based on a consideration of all the data, an annual growth factor of 2.0% per year was applied to the existing volumes when projecting the future no-build volumes. The growth factor was applied for five years, for a total of 10.4% growth, and ten years, for a total of 21.9% growth, that will occur while Phase I, and then full build-out, of the proposed subdivision is under construction.

Programmed Transportation Infrastructure Improvements

The Gainesville-Hall Metropolitan Planning Organization 2020 Regional Transportation Plan and the Georgia DOT Projects website were researched for planned (anticipated) or programmed (funded and scheduled) transportation improvement projects at the study intersections, the adjacent roadways, or which will affect traffic volumes and patterns at the study intersections within the buildout timeframe of the proposed subdivision. The following projects were identified:

GH-033 – GA 13 / Atlanta Highway widening from two to four lanes from Radford Road to south of GA 53. Long-term improvement anticipated after 2050.

GH-084 – McEver Road widening from two to four lanes from Lanier Islands Parkway to Gainesville Street. Mid-term improvement anticipated to be completed by 2034.

GH-129 – Capacity improvements to Thurmon Tanner Parkway at Interstate 985. Mid-term improvement anticipated to be completed by 2031.

These three projects are likely to improve capacity but are not located at any of the intersections evaluated in this study. It is possible that improvements to capacity in the area could influence volumes at the study intersections. Because these improvements are mid-to-long-term and not located at the study intersections, they were not modeled in the no-build or future analysis. The project information sheets can be found in Appendix F.

No-Build Intersection Operations

The no-build volumes were entered into the Synchro model and the 2026 and 2031 no-build traffic operations were analyzed at the study intersections using Synchro 10 software in accordance with the HCM 6 methodology. The results of the no-build analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach	A.M. Peak Hour				P.M. Peak Hour			
	Phase I		Full Build-Out		Phase I		Full Build-Out	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Blvd at Mulberry St	A	2.2	A	2.5	A	2.3	A	2.9
northbound approach	C	16.8	C	19.2	C	22.6	D	27.9
southbound left/through	C	19.4	C	22.2	D	33.4	E	43.7
southbound right	A	10.0	B	10.2	B	11.6	B	12.1
eastbound left turn	A	7.9	A	8.0	A	8.5	A	8.7
westbound left turn	A	8.3	A	8.5	A	8.7	A	8.9
2. Atlanta Hwy at Phil Niekro Blvd / Snelling Ave	C	25.6	C	27.9	C	34.6	D	38.2
northbound approach	B	17.4	C	20.4	C	25.2	C	34.0
southbound approach	B	13.1	B	14.9	B	17.3	C	20.8
eastbound approach	D	42.4	D	46.4	D	50.4	D	50.6
westbound approach	C	32.4	C	32.7	D	49.8	D	49.4
3. Atlanta Hwy at Flowery Way	A	0.1	A	0.1	A	0.3	A	0.3
southbound left turn	A	8.1	A	8.2	A	8.9	A	9.2
westbound approach	B	10.5	B	10.8	C	18.7	C	20.0
4. Wade Orr Rd at Compass Dr	A	3.2	A	3.4	A	1.6	A	1.7
southbound approach	B	12.0	B	12.8	B	12.7	B	13.6
eastbound left turn	A	7.8	A	7.9	A	8.0	A	8.1

In the future no-build condition, the study intersections will continue to generally operate acceptably. Only one location will drop to LOS E in the ten year / full build-out no-build condition – the southbound left/through from Mulberry Street at Phil Niekro Boulevard. Higher delays on side street stop sign controlled approaches at busy thoroughfares such as Phil Niekro Boulevard are not unusual. Mitigation would require a change in control to a signal or a roundabout. Given that the high delay is for just one approach, during one time period, ten years into the future, a change in control is not recommended at this time and the side street volumes do not appear to be sufficient to warrant signalization. Therefore, there is no recommended mitigation for the no-build condition.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road). The site plan is presented in Figure 3.

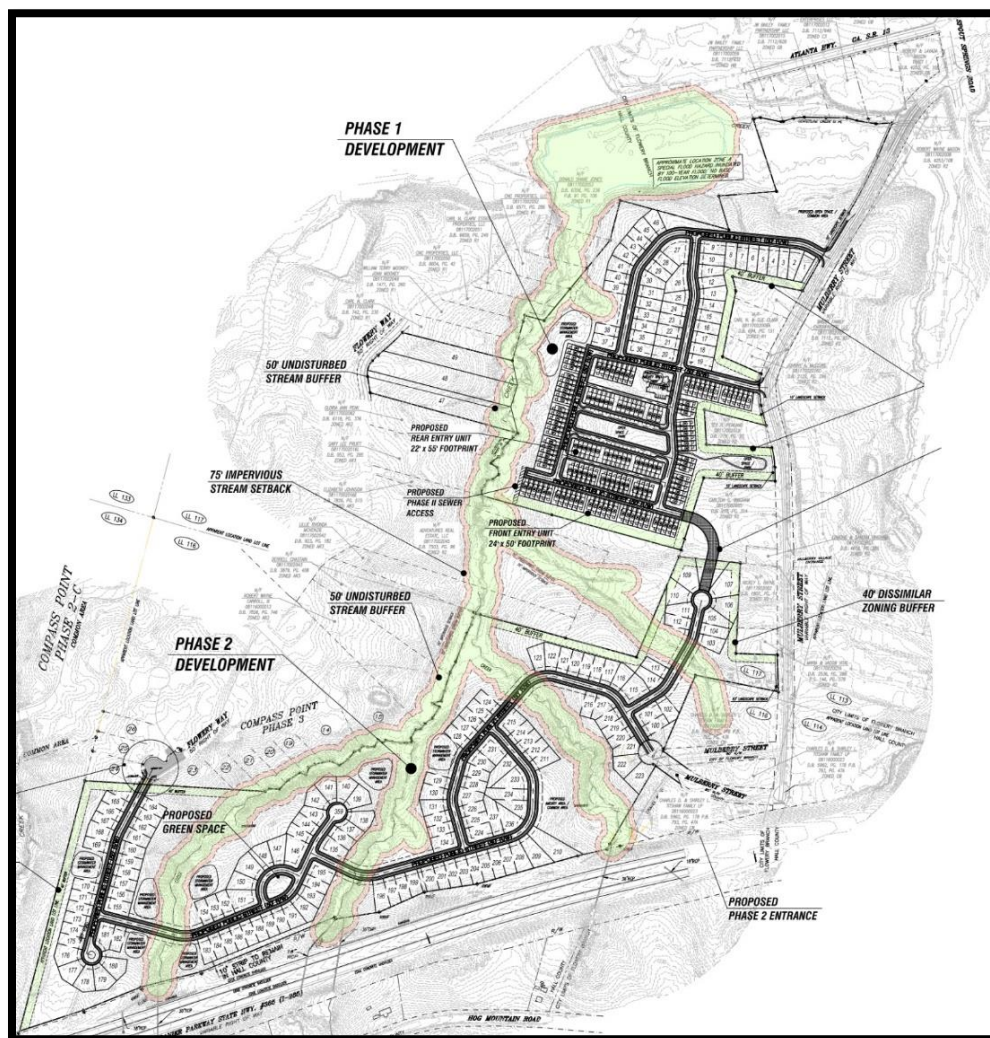


Figure 3 – Site Plan

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the proposed subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition with Supplement* (the current edition). ITE Land Use 210 – Single-Family Detached Housing was chosen for the single-family homes and ITE Land Use 220 – Multifamily Housing (Low-Rise) was chosen as representative of the townhomes. The trip generation for the project is presented in Table 4. Also presented in Table 4, for comparison purposes, is the trip generation if the site were to be alternatively developed with an industrial park according to a previous plan for the site.

Table 4 – Mulberry Street Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Phase I											
Single Family	210	49 units	10	30	40	32	19	51	270	270	540
Townhomes	220	<u>140 units</u>	<u>15</u>	<u>51</u>	<u>66</u>	<u>50</u>	<u>30</u>	<u>80</u>	<u>509</u>	<u>509</u>	<u>1,018</u>
Total		189 units	25	81	106	82	49	131	779	779	1,558
Phase II											
Single Family	210	138 units	26	77	103	87	51	138	699	699	1,398
Total Trips Phase I + Phase II											
Residential		327 units	51	158	209	169	100	269	1,478	1,478	2,956
Alternative Potential Industrial Park Development											
Industrial Park	130	780,500 ft²	253	59	312	65	247	312	1,367	1,367	2,734
Difference to Proposed Subdivision			+202	-99	+103	-104	+147	+43	-111	-111	-222

Phase I of the proposed subdivision will generate 106 new trips in the a.m. peak hour, 131 new trips in the p.m. peak hour, and 1,558 new daily trips. At full build-out of both phases, the proposed subdivision will generate 209 new trips in the a.m. peak hour, 269 new trips in the p.m. peak hour, and 2,956 new daily trips.

If developed alternatively with an industrial park, the industrial park would generate 312 new trips in the a.m. peak hour (103 more trips than the proposed subdivision), 312 new trips in the p.m. peak hour (43 more trips than the proposed subdivision), and 2,734 new daily trips (222 less trips than the proposed subdivision). It is noted that industrial parks typically generate notable truck trips, whereas residential development do not. While truck volumes will vary significantly depending on the actual industrial use, the ITE trip Generation Manual suggests that some industrial uses generate 20% or more of their trips as trucks. These trucks would be

introduced to the currently-primarily-residential Mulberry Street and most would be making a left turn into Mulberry Street from Phil Niekro Boulevard and the tight right turn (for trucks) from Mulberry Street to Phil Niekro Boulevard, potentially encroaching into the opposing westbound lane on Phil Niekro Boulevard.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the residential development were developed based on the locations and proximity of likely trip origins and destinations, such as employment centers, retail and offices, and schools in the area, and the routes of travel to those origins and destinations, including Interstate 985, Atlanta Highway, and Peachtree Industrial Boulevard / McEver Road. The new project trips, shown in Table 4, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by Phase I of the subdivision are shown in Figure 4 while Figure 5 shows the total trips for the full project build-out, which includes both Phase I and Phase II.

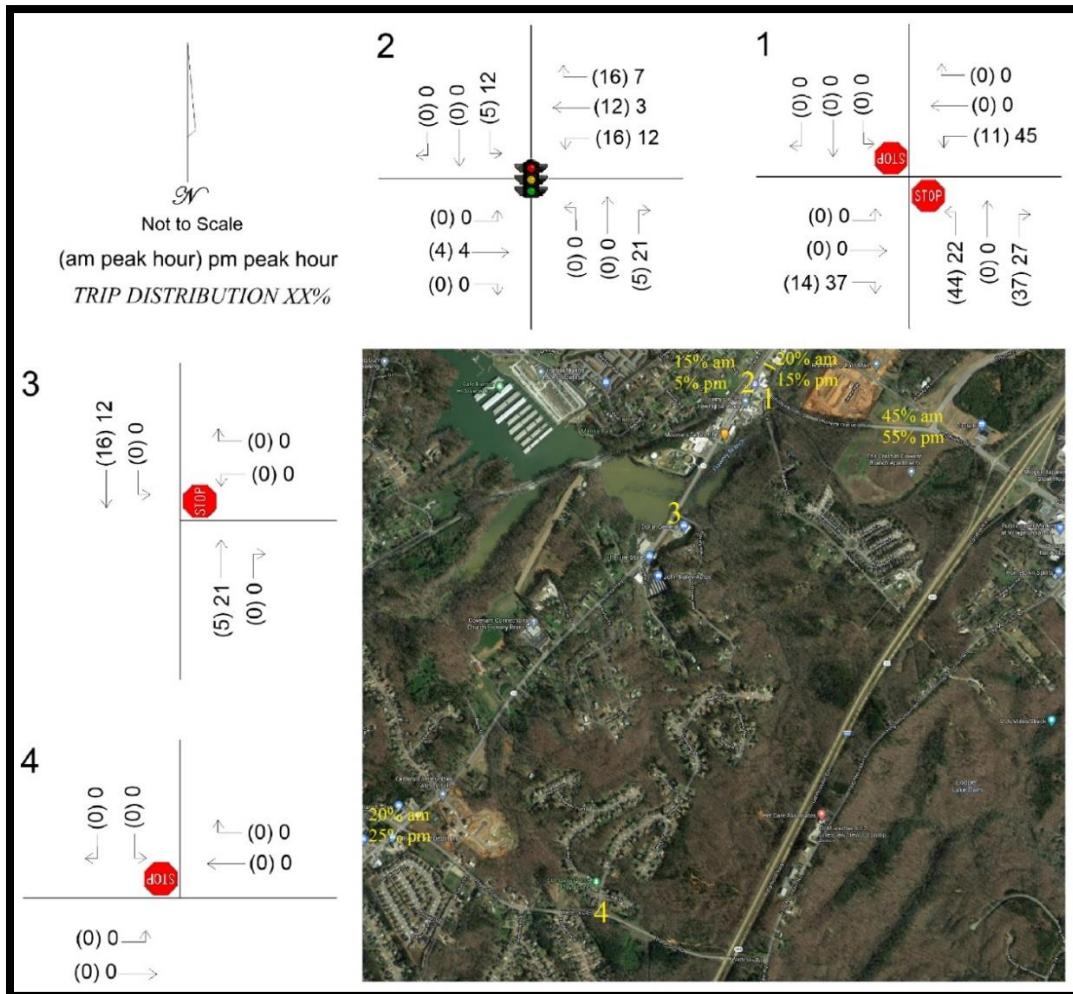


Figure 4 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages – Phase I

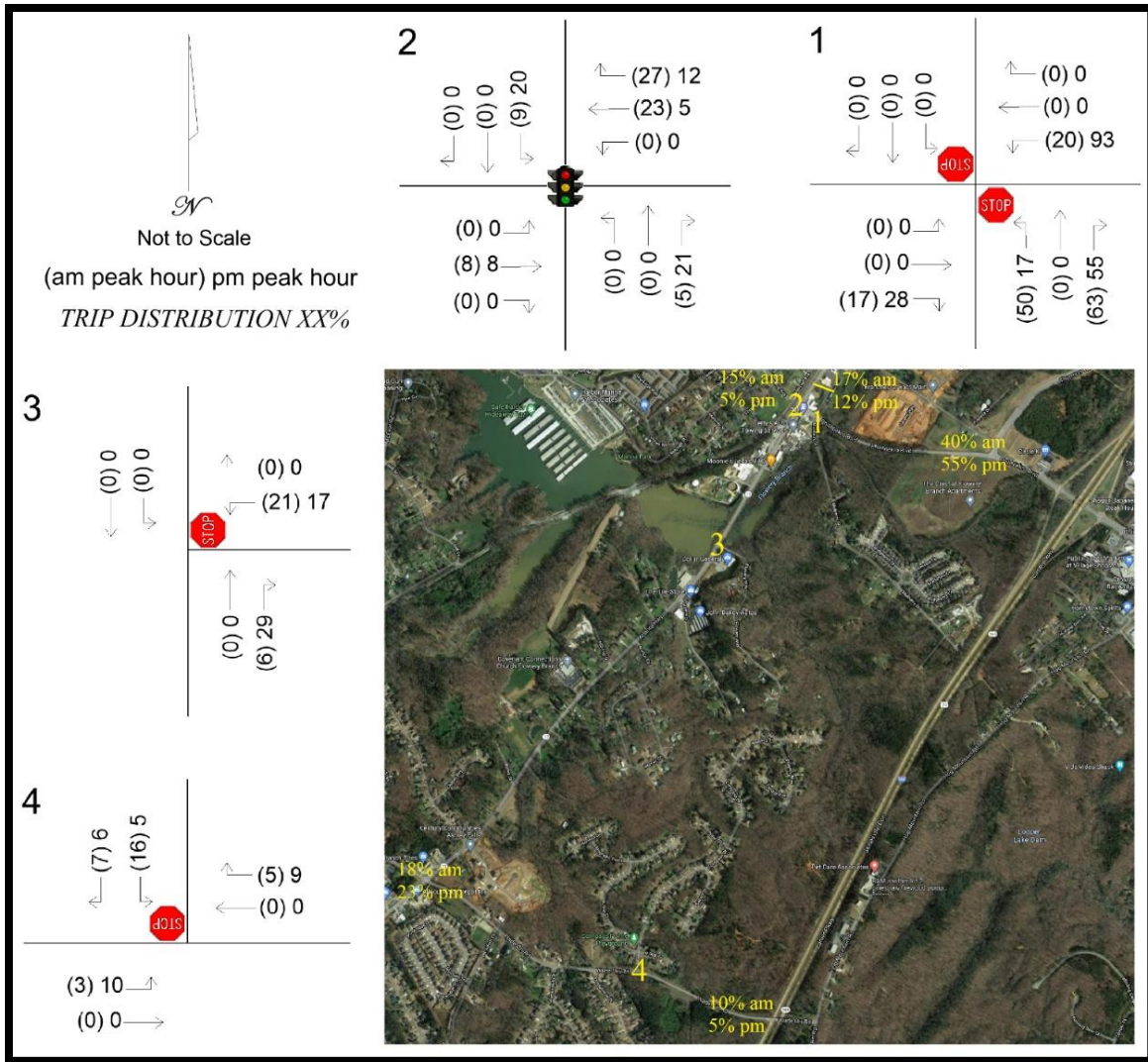


Figure 5 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages – Full Build-Out

Future Traffic Conditions

The future build volumes consist of the no-build volumes plus the trips that will be generated by the proposed Mulberry Street subdivision. The Phase I volumes include the five year no-build volumes plus the Phase I development trips, as shown in Figure 6. The full build-out volumes include the ten year no-build volumes plus the trips from the full build-out of both Phase I and Phase II of the subdivision, as shown in Figure 7.

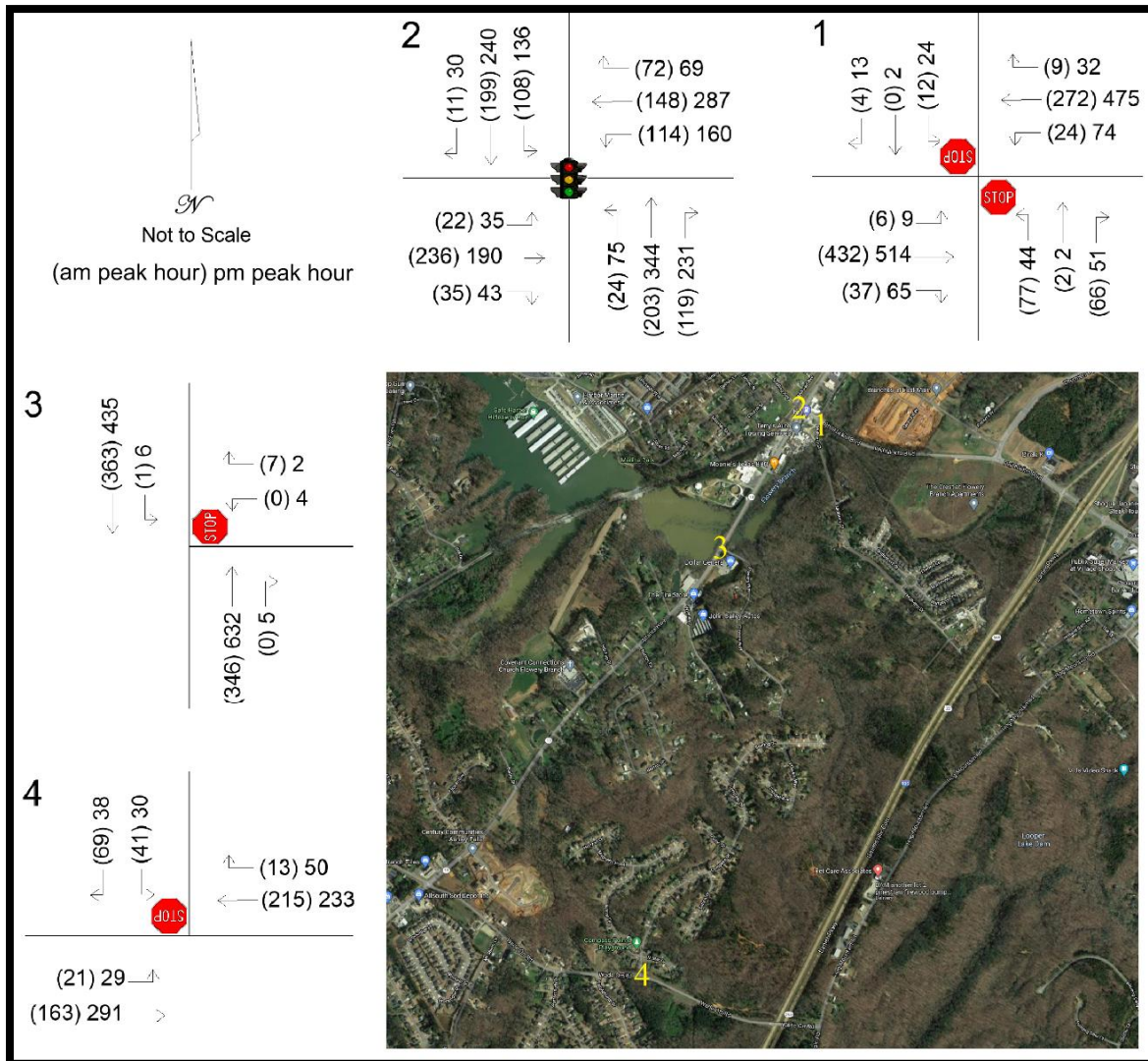


Figure 6 – Future Weekday A.M. and P.M. Peak Hour Volumes – Phase I

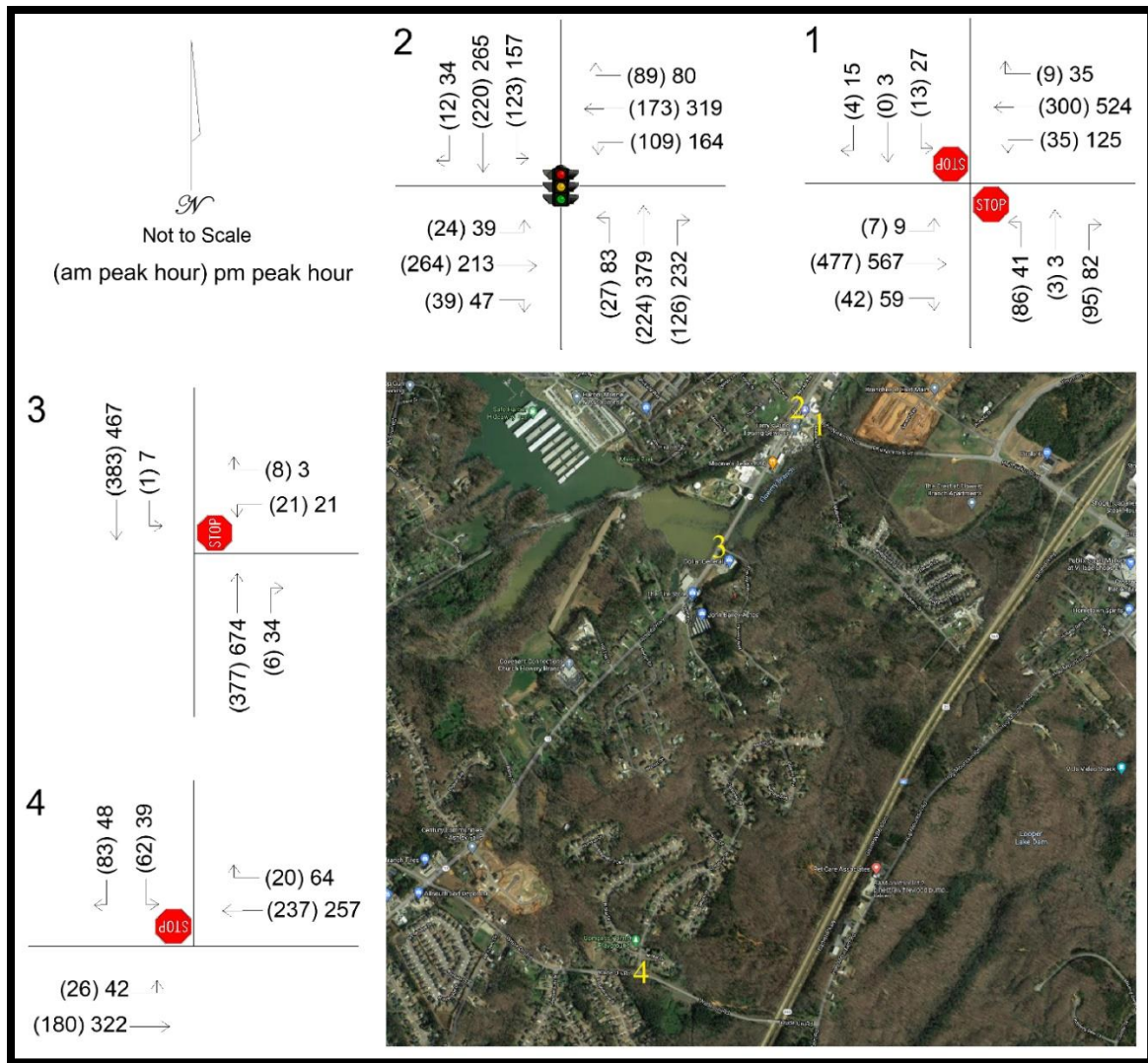


Figure 7 – Future Weekday A.M. and P.M. Peak Hour Volumes – Full Build-Out

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out, at the study intersections. Table 5 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for the overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 5 – Future Intersection Operations, Phase I and Full Build-Out

Intersection / Approach	A.M. Peak Hour				P.M. Peak Hour			
	Phase I		Full Build-Out		Phase I		Full Build-Out	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Blvd at Mulberry St	A	4.5	A	6.4	A	4.3	A	7.6
northbound approach	C	22.3	D	30.6	D	32.0	E	49.4
southbound left/through	C	22.2	D	28.7	E	45.4	F	94.0
southbound right	A	10.0	B	10.2	B	11.5	B	12.0
eastbound left turn	A	7.9	A	8.0	A	8.5	A	8.6
westbound left turn	A	8.4	A	8.6	A	9.0	A	9.4
2. Atlanta Hwy at Phil Niekro Blvd / Snelling Ave	C	26.4	C	28.0	D	35.2	D	39.5
northbound approach	B	18.1	C	20.7	C	27.5	D	36.3
southbound approach	B	13.4	B	14.9	B	17.8	C	22.4
eastbound approach	D	43.8	D	45.2	D	50.8	D	49.9
westbound approach	C	32.9	C	33.5	D	48.6	D	50.5
3. Atlanta Hwy at Flowery Way	A	0.1	A	0.6	A	0.3	A	0.7
southbound left turn	A	8.1	A	8.2	A	9.0	A	9.3
westbound approach	B	10.5	B	15.3	C	19.4	D	25.7
4. Wade Orr Rd at Compass Dr	A	3.2	A	3.8	A	1.6	A	2.0
southbound approach	B	12.0	B	13.5	B	12.7	B	14.3
eastbound left turn	A	7.8	A	7.9	A	8.0	A	8.1

The future analysis reveals continued generally acceptable traffic operations at all study intersections. However, in the Phase I p.m. peak hour, the southbound left/through from Mulberry Street will operate at LOS E and both this movement and the northbound approach will operate unacceptably by full build-out of the proposed subdivision. As identified in the no-build analysis, high stop sign controlled side street approach delays are not unusual at busy thoroughfares such as Phil Niekro Boulevard and mitigating these delays would require a change in control to a signal or roundabout. A signal warrant study could be performed to determine if signalization of this intersection is justified. However, as with the no-build condition, the future volume projections on these side street approaches do not appear sufficient to satisfy the volume-based signal warrants. On the northbound approach, the addition of an exclusive right turn lane (so that the existing lane becomes a shared left/through) would prevent right turns from being blocked by the more challenging left turns. This lane would not completely mitigate the unacceptable delays on the northbound approach, but it would improve the heavy right turn delays to LOS B and, therefore, this right turn lane is recommended by the full build-out of the Mulberry Street subdivision.

The project civil engineer should comply with all applicable design standards at the proposed accesses on Mulberry Street, including those for sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Conclusions and Recommendations

This study assesses the traffic impact of a proposed residential subdivision in the City of Flowery Branch. The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road). The following are the findings and recommendations of this study:

1. Existing operations at the intersections evaluated are acceptable. No mitigation is identified for the existing condition based on delays. However, three recommendations are made:

- a. Stripe a "Do Not Block the Box" on Phil Niekro Boulevard at Mulberry Street.
- b. Add a westbound left turn lane on Phil Niekro Boulevard at Mulberry Street.
- c. Change the speed bump on Mulberry Street to a speed hump.

The three improvements recommended above are system improvements, that should be made independent of the proposed subdivision, whether or not the proposed subdivision is developed.

2. Traffic volume growth in this area has been moderate and this is expected to continue into the future, including new developments occurring in the area on Phil Niekro Boulevard.
3. No-build operations at the intersections evaluated will continue to be acceptable, with just the southbound left/through turn from Mulberry Street at Phil Niekro Boulevard dropping to LOS E in the full build-out p.m. Potential mitigation includes signalization or a roundabout at this intersection, but no mitigation was recommended for the no-build condition.
4. Phase I of the proposed subdivision will generate 106 new trips in the a.m. peak hour, 131 new trips in the p.m. peak hour, and 1,558 new daily trips. At full build-out of both phases, the proposed subdivision will generate 209 new trips in the a.m. peak hour, 269 new trips in the p.m. peak hour, and 2,956 new daily trips.
5. If developed alternatively with an industrial park, as previously proposed, the industrial park would generate 312 new trips in the a.m. peak hour (103 more trips than the proposed subdivision), 312 new trips in the p.m. peak hour (43 more trips than the proposed subdivision), and 2,734 new daily trips (222 less trips than the proposed subdivision). Many of these trips will likely be truck trips added to Mulberry Street and primarily turning left into and right out-from Mulberry Street at Phil Niekro Boulevard.
6. With the addition of the project trips, the future operations will see minor increases in delays, but continued acceptable operations for most intersections/approach/movements. However, the side street approaches, on both northbound and southbound Mulberry Street at Phil Niekro Boulevard, will incur

unacceptable delays. As with the no-build analysis, the side street volumes do not appear sufficient to warrant signalization. However, the addition of a northbound exclusive right turn lane is recommended on Mulberry Street by full build-out of the proposed subdivision.

7. Each project access on Mulberry Street should include one entering and one exiting lane and the exiting approaches should be controlled by side street stop sign and accompanying stop bar.
8. The project civil engineer should comply with applicable access design standards at the accesses on Mulberry Street including sight distances, turn radii, roadway widths, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 1. Phil Niekro Boulevard at Mulberry Street

Weekday A.M. Peak Hour	Northbound Mulberry Street				Southbound Mulberry Street				Eastbound Phil Niekro Boulevard				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	27	2	24	53	10	0	3	13	5	356	19	380	11	224	7	242
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	30	2	26	58	11	0	3	14	6	392	21	418	12	246	8	266
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	33	2	29	64	12	0	4	16	6	432	23	461	13	272	9	294
No-Build Volumes - Phase II	36	3	32	71	13	0	4	17	7	477	25	510	15	300	9	324
Proposed Mulberry Street Subdivision Trips - Phase I	44	0	37	81	0	0	0	0	0	0	14	14	11	0	0	11
Proposed Mulberry Street Subdivision Trips - Phases I +II	50	0	63	113	0	0	0	0	0	0	17	17	20	0	0	20
Build Volumes - Phase I	77	2	66	145	12	0	4	16	6	432	37	475	24	272	9	305
Build Volumes - Phases I + II	86	3	95	184	13	0	4	17	7	477	42	527	35	300	9	344

Weekday P.M. Peak Hour	Northbound Mulberry Street				Southbound Mulberry Street				Eastbound Phil Niekro Boulevard				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:15-5:15)	18	2	20	40	20	2	11	33	7	423	23	453	24	391	26	441
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	20	2	22	44	22	2	12	36	8	465	25	498	26	430	29	485
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	22	2	24	49	24	2	13	40	9	514	28	550	29	475	32	536
No-Build Volumes - Phase II	24	3	27	54	27	3	15	44	9	567	31	607	32	524	35	591
Proposed Mulberry Street Subdivision Trips - Phase I	22	0	27	49	0	0	0	0	0	0	37	37	45	0	0	45
Proposed Mulberry Street Subdivision Trips - Phases I +II	17	0	55	72	0	0	0	0	0	0	28	28	93	0	0	93
Build Volumes - Phase I	44	2	51	98	24	2	13	40	9	514	65	587	74	475	32	581
Build Volumes - Phases I + II	41	3	82	126	27	3	15	44	9	567	59	635	125	524	35	684

MARC R. ACAMPORA, PE, LLC

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue

Weekday A.M. Peak Hour

	Northbound Atlanta Highway				Southbound Atlanta Highway				Eastbound Snelling Avenue				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	20	167	94	281	85	164	9	258	18	191	29	238	81	112	46	239
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	22	184	103	309	94	180	10	284	20	210	32	262	89	123	51	263
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	24	203	114	341	103	199	11	313	22	232	35	289	98	136	56	290
No-Build Volumes - Phase II	27	224	126	377	114	220	12	346	24	256	39	319	109	150	62	320
Proposed Mulberry Street Subdivision Trips - Phase I	0	0	5	5	5	0	0	5	0	4	0	4	16	12	16	44
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	0	0	0	9	0	0	9	0	8	0	8	0	23	27	50
Build Volumes - Phase I	24	203	119	346	108	199	11	318	22	236	35	293	114	148	72	334
Build Volumes - Phases I + II	27	224	126	377	123	220	12	355	24	264	39	327	109	173	89	370

Weekday P.M. Peak Hour

	Northbound Atlanta Highway				Southbound Atlanta Highway				Eastbound Snelling Avenue				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:45-5:45)	62	283	173	518	102	198	25	325	29	153	35	217	122	234	51	407
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	68	311	190	570	112	218	28	358	32	168	39	239	134	257	56	448
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	75	344	210	629	124	240	30	395	35	186	43	264	148	284	62	494
No-Build Volumes - Phase II	83	379	232	695	137	265	34	436	39	205	47	291	164	314	68	546
Proposed Mulberry Street Subdivision Trips - Phase I	0	0	21	21	12	0	0	12	0	4	0	4	12	3	7	22
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	0	0	0	20	0	0	20	0	8	0	8	0	5	12	17
Build Volumes - Phase I	75	344	231	650	136	240	30	407	35	190	43	268	160	287	69	516
Build Volumes - Phases I + II	83	379	232	695	157	265	34	456	39	213	47	299	164	319	80	563

MARC R. ACAMPORA, PE, LLC

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 3. Atlanta Highway at Flowery Way

Weekday A.M. Peak Hour

	Northbound Atlanta Highway			Southbound Atlanta Highway				Westbound Flowery Way		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	281	0	281	1	286	287		0	6	6
COVID-19 adjustment	10.0%	10.0%		10.0%	10.0%			10.0%	10.0%	
Adjusted 2021 Volumes	309	0	309	1	315	316		0	7	7
Total Annual Background Growth - Phase I	10.4%	10.4%		10.4%	10.4%			10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%		21.9%	21.9%			21.9%	21.9%	
No-Build Volumes - Phase I	341	0	341	1	347	349		0	7	7
No-Build Volumes - Phase II	377	0	377	1	383	385		0	8	8
Proposed Mulberry Street Subdivision Trips - Phase I	5	0	5	0	16	16		0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	6	6	0	0	0		21	0	21
Build Volumes - Phase I	346	0	346	1	363	365		0	7	7
Build Volumes - Phases I + II	377	6	383	1	383	385		21	8	29

Weekday P.M. Peak Hour

	Northbound Atlanta Highway			Southbound Atlanta Highway				Westbound Flowery Way		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:45-5:45)	503	4	507	5	348	353		3	2	5
COVID-19 adjustment	10.0%	10.0%		10.0%	10.0%			10.0%	10.0%	
Adjusted 2021 Volumes	553	4	558	6	383	388		3	2	6
Total Annual Background Growth - Phase I	10.4%	10.4%		10.4%	10.4%			10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%		21.9%	21.9%			21.9%	21.9%	
No-Build Volumes - Phase I	611	5	616	6	423	429		4	2	6
No-Build Volumes - Phase II	674	5	680	7	467	473		4	3	7
Proposed Mulberry Street Subdivision Trips - Phase I	21	0	21	0	12	12		0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	29	29	0	0	0		17	0	17
Build Volumes - Phase I	632	5	637	6	435	441		4	2	6
Build Volumes - Phases I + II	674	34	709	7	467	473		21	3	24

MARC R. ACAMPORA, PE, LLC

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 4. Wade Orr Road at Compass Drive

Weekday A.M. Peak Hour		Southbound Compass Drive			Eastbound Wade Orr Road			Westbound Wade Orr Road		
		L	R	Tot	L	T	Tot	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)		34	57	91	17	134	151	177	11	188
COVID-19 adjustment		10.0%	10.0%		10.0%	10.0%		10.0%	10.0%	
Adjusted 2021 Volumes		37	63	100	19	147	166	195	12	207
Total Annual Background Growth - Phase I		10.4%	10.4%		10.4%	10.4%		10.4%	10.4%	
Total Annual Background Growth - Phase I		21.9%	21.9%		21.9%	21.9%		21.9%	21.9%	
No-Build Volumes - Phase I		41	69	111	21	163	183	215	13	228
No-Build Volumes - Phase II		46	76	122	23	180	202	237	15	252
Proposed Mulberry Street Subdivision Trips - Phase I		0	0	0	0	0	0	0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II		16	7	23	3	0	3	0	5	5
Build Volumes - Phase I		41	69	111	21	163	183	215	13	228
Build Volumes - Phases I + II		62	83		26	180		237	20	

Weekday P.M. Peak Hour		Southbound Compass Drive			Eastbound Wade Orr Road			Westbound Wade Orr Road		
		L	R	Tot	L	T	Tot	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:15-5:15)		25	31	56	24	240	264	192	41	233
COVID-19 adjustment		10.0%	10.0%		10.0%	10.0%		10.0%	10.0%	
Adjusted 2021 Volumes		28	34	62	26	264	290	211	45	256
Total Annual Background Growth - Phase I		10.4%	10.4%		10.4%	10.4%		10.4%	10.4%	
Total Annual Background Growth - Phase I		21.9%	21.9%		21.9%	21.9%		21.9%	21.9%	
No-Build Volumes - Phase I		30	38	68	29	291	321	233	50	283
No-Build Volumes - Phase II		34	42	75	32	322	354	257	55	312
Proposed Mulberry Street Subdivision Trips - Phase I		0	0	0	0	0	0	0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II		5	6	11	10	0	10	0	9	9
Build Volumes - Phase I		30	38	68	29	291	321	233	50	283
Build Volumes - Phases I + II		39	48		42	322		257	64	

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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	5	0	7	0	12	3	0	2	0	5	1	56	1	0	58	0	42	1	0	43	118
07:15 AM	11	0	7	0	18	1	0	0	0	1	0	94	2	0	96	2	51	1	0	54	169
07:30 AM	8	1	4	0	13	3	0	1	0	4	2	91	5	0	98	3	57	2	0	62	177
07:45 AM	3	0	9	0	12	3	0	2	0	5	2	87	8	0	97	2	62	3	0	67	181
Total	27	1	27	0	55	10	0	5	0	15	5	328	16	0	349	7	212	7	0	226	645
08:00 AM	5	1	4	0	10	3	0	0	0	3	1	84	4	0	89	4	54	1	0	59	161
08:15 AM	1	0	5	0	6	0	0	0	0	0	0	65	2	0	67	0	60	2	0	62	135
08:30 AM	1	0	11	0	12	2	0	3	0	5	1	62	1	0	64	4	65	0	0	69	150
08:45 AM	2	3	3	0	8	3	1	0	0	4	0	76	2	0	78	0	62	1	0	63	153
Total	9	4	23	0	36	8	1	3	0	12	2	287	9	0	298	8	241	4	0	253	599
*** BREAK ***																					
04:00 PM	3	0	7	0	10	6	0	4	0	10	0	102	4	0	106	5	97	2	0	104	230
04:15 PM	6	0	5	0	11	6	1	4	0	11	1	109	6	0	116	6	101	8	0	115	253
04:30 PM	5	1	4	0	10	5	0	1	0	6	3	106	5	0	114	5	99	7	0	111	241
04:45 PM	2	1	5	0	8	2	1	3	0	6	1	101	3	0	105	6	95	9	0	110	229
Total	16	2	21	0	39	19	2	12	0	33	5	418	18	0	441	22	392	26	0	440	953
05:00 PM	5	0	6	0	11	7	0	3	0	10	2	107	9	0	118	7	96	2	0	105	244
05:15 PM	2	0	9	0	11	4	0	3	0	7	0	104	3	0	107	10	92	8	0	110	235
05:30 PM	0	0	5	0	5	4	0	2	0	6	1	107	4	0	112	10	115	3	0	128	251
05:45 PM	0	0	3	0	3	7	0	2	0	9	0	105	3	0	108	8	98	7	0	113	233
Total	7	0	23	0	30	22	0	10	0	32	3	423	19	0	445	35	401	20	0	456	963
Grand Total	59	7	94	0	160	59	3	30	0	92	15	1456	62	0	1533	72	1246	57	0	1375	3160
Apprch %	36.9	4.4	58.8	0		64.1	3.3	32.6	0		1	95	4	0		5.2	90.6	4.1	0		
Total %	1.9	0.2	3	0	5.1	1.9	0.1	0.9	0	2.9	0.5	46.1	2	0	48.5	2.3	39.4	1.8	0	43.5	

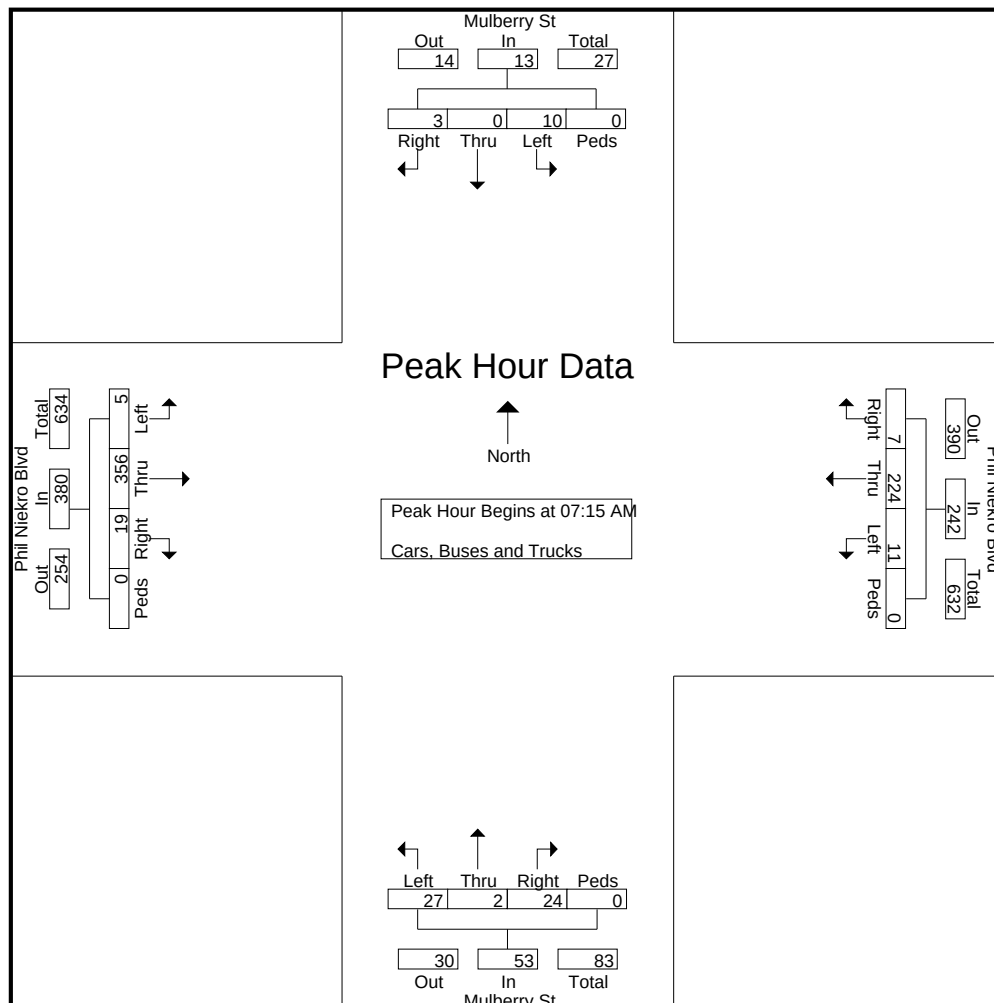
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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 2

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	11	0	7	0	18	1	0	0	0	1	0	94	2	0	96	2	51	1	0	54	169
07:30 AM	8	1	4	0	13	3	0	1	0	4	2	91	5	0	98	3	57	2	0	62	177
07:45 AM	3	0	9	0	12	3	0	2	0	5	2	87	8	0	97	2	62	3	0	67	181
08:00 AM	5	1	4	0	10	3	0	0	0	3	1	84	4	0	89	4	54	1	0	59	161
Total Volume	27	2	24	0	53	10	0	3	0	13	5	356	19	0	380	11	224	7	0	242	688
% App. Total	50.9		45.3			76.9		23.1			93.7					92.6					
PHF	.614	.500	.667	.000	.736	.833	.000	.375	.000	.650	.625	.947	.594	.000	.969	.688	.903	.583	.000	.903	.950



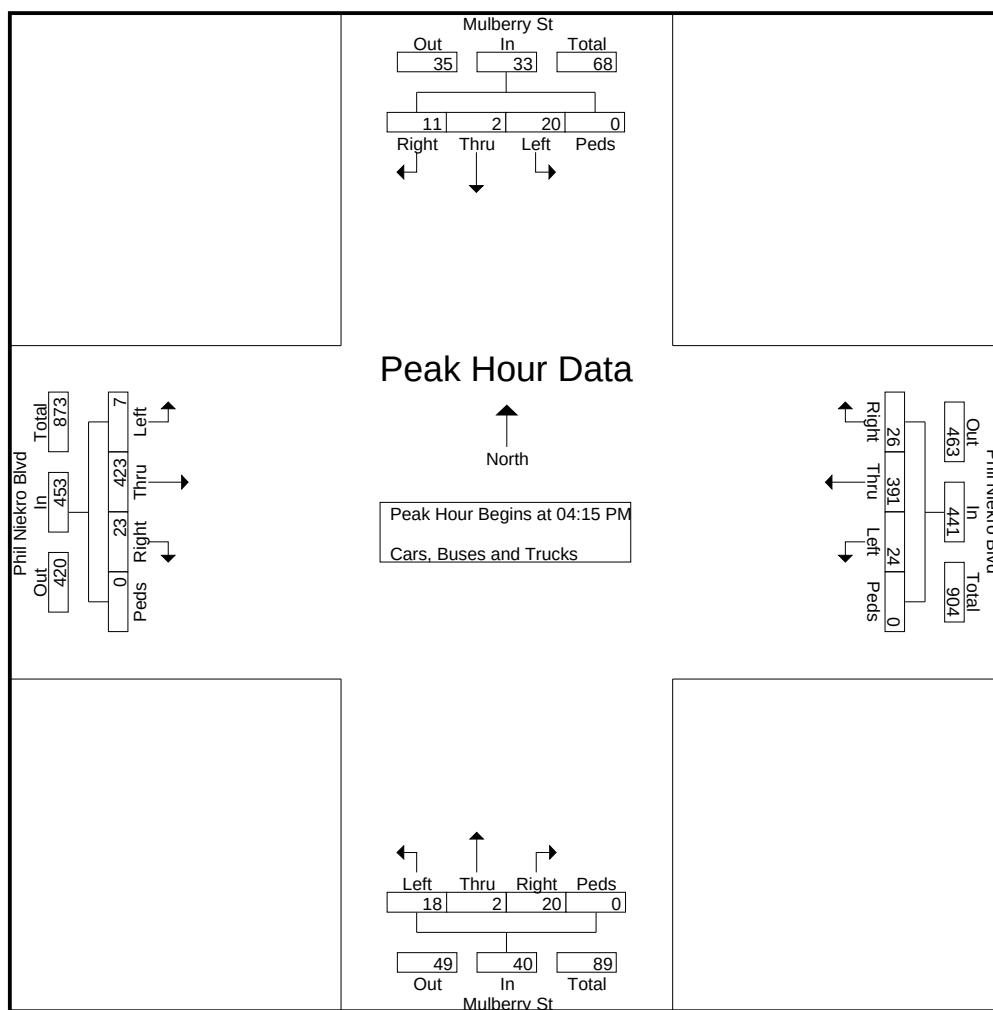
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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 3

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	6	0	5	0	11	6	1	4	0	11	1	109	6	0	116	6	101	8	0	115	253
04:30 PM	5	1	4	0	10	5	0	1	0	6	3	106	5	0	114	5	99	7	0	111	241
04:45 PM	2	1	5	0	8	2	1	3	0	6	1	101	3	0	105	6	95	9	0	110	229
05:00 PM	5	0	6	0	11	7	0	3	0	10	2	107	9	0	118	7	96	2	0	105	244
Total Volume	18	2	20	0	40	20	2	11	0	33	7	423	23	0	453	24	391	26	0	441	967
% App. Total						60.6		33.3				93.4				88.7					
PHF	.750	.500	.833	.000	.909	.714	.500	.688	.000	.750	.583	.970	.639	.000	.960	.857	.968	.722	.000	.959	.956



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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	6	28	19	0	53	10	31	0	0	41	5	39	9	0	53	15	20	11	0	46	193
07:15 AM	4	25	16	0	45	18	39	1	0	58	4	59	6	0	69	19	27	12	0	58	230
07:30 AM	6	51	33	0	90	14	38	5	0	57	5	54	8	0	67	24	31	12	0	67	281
07:45 AM	2	46	21	0	69	27	43	2	0	72	5	43	9	0	57	22	30	8	0	60	258
Total	18	150	89	0	257	69	151	8	0	228	19	195	32	0	246	80	108	43	0	231	962
08:00 AM	8	45	24	0	77	26	44	1	0	71	4	35	6	0	45	16	24	14	0	54	247
08:15 AM	8	30	15	0	53	16	30	2	0	48	3	34	10	0	47	29	26	9	0	64	212
08:30 AM	3	29	13	0	45	12	34	2	0	48	4	39	13	0	56	23	32	11	0	66	215
08:45 AM	7	36	17	0	60	17	27	2	0	46	1	41	1	0	43	13	40	6	0	59	208
Total	26	140	69	0	235	71	135	7	0	213	12	149	30	0	191	81	122	40	0	243	882
*** BREAK ***																					
04:00 PM	10	55	28	0	93	24	59	10	0	93	7	53	7	0	67	20	69	12	0	101	354
04:15 PM	9	63	41	0	113	36	54	6	0	96	4	41	6	0	51	36	56	15	0	107	367
04:30 PM	14	82	36	0	132	24	41	8	0	73	4	46	6	0	56	31	56	15	0	102	363
04:45 PM	12	57	32	0	101	29	56	6	0	91	6	39	8	0	53	25	65	10	0	100	345
Total	45	257	137	0	439	113	210	30	0	353	21	179	27	0	227	112	246	52	0	410	1429
05:00 PM	11	75	51	0	137	24	45	7	0	76	13	25	10	0	48	35	48	12	0	95	356
05:15 PM	17	78	47	0	142	25	55	4	0	84	5	38	5	0	48	28	48	15	0	91	365
05:30 PM	22	73	43	0	138	24	42	8	0	74	5	51	12	0	68	34	73	14	0	121	401
05:45 PM	14	54	41	0	109	26	48	2	0	76	4	38	8	0	50	33	61	9	0	103	338
Total	64	280	182	0	526	99	190	21	0	310	27	152	35	0	214	130	230	50	0	410	1460
Grand Total	153	827	477	0	1457	352	686	66	0	1104	79	675	124	0	878	403	706	185	0	1294	4733
Apprch %	10.5	56.8	32.7	0		31.9	62.1	6	0		9	76.9	14.1	0		31.1	54.6	14.3	0		
Total %	3.2	17.5	10.1	0	30.8	7.4	14.5	1.4	0	23.3	1.7	14.3	2.6	0	18.6	8.5	14.9	3.9	0	27.3	

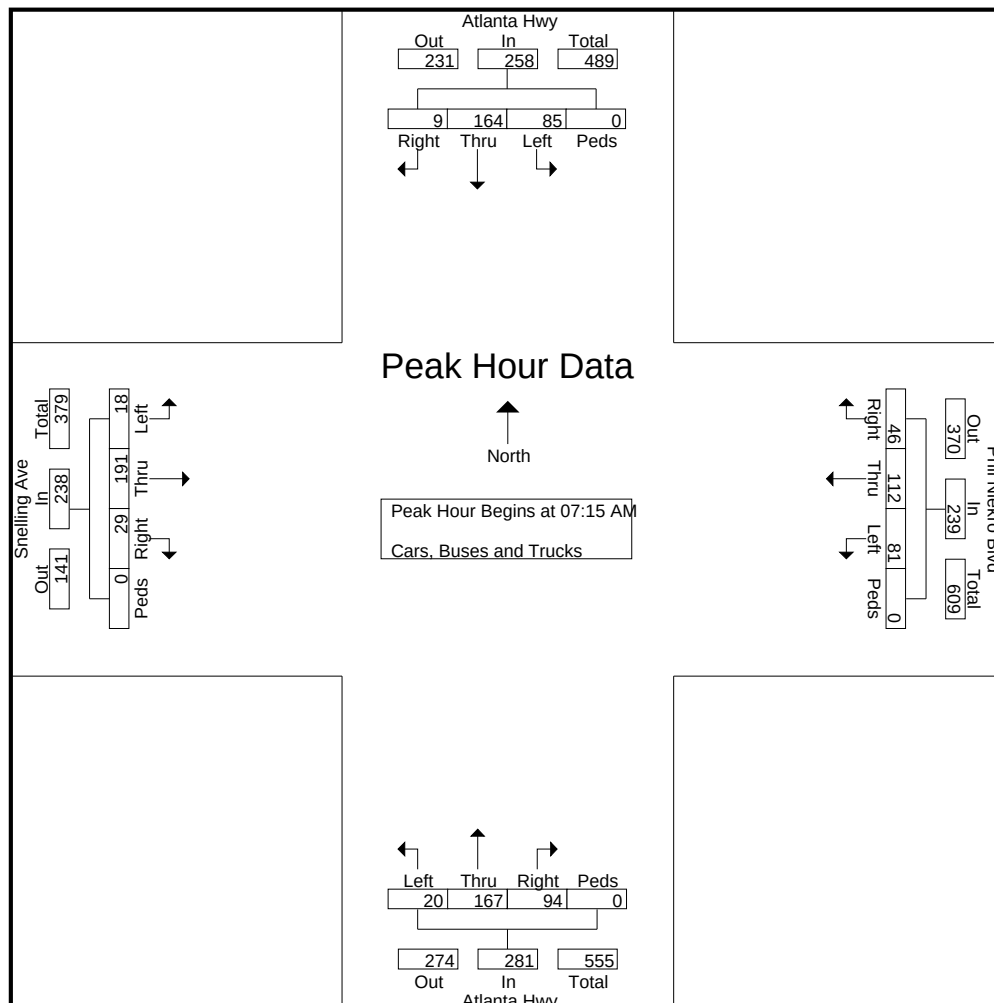
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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 2

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	4	25	16	0	45	18	39	1	0	58	4	59	6	0	69	19	27	12	0	58	230
07:30 AM	6	51	33	0	90	14	38	5	0	57	5	54	8	0	67	24	31	12	0	67	281
07:45 AM	2	46	21	0	69	27	43	2	0	72	5	43	9	0	57	22	30	8	0	60	258
08:00 AM	8	45	24	0	77	26	44	1	0	71	4	35	6	0	45	16	24	14	0	54	247
Total Volume	20	167	94	0	281	85	164	9	0	258	18	191	29	0	238	81	112	46	0	239	1016
% App. Total		59.4	33.5			32.9	63.6				80.3	12.2				33.9	46.9	19.2			
PHF	.625	.819	.712	.000	.781	.787	.932	.450	.000	.896	.900	.809	.806	.000	.862	.844	.903	.821	.000	.892	.904



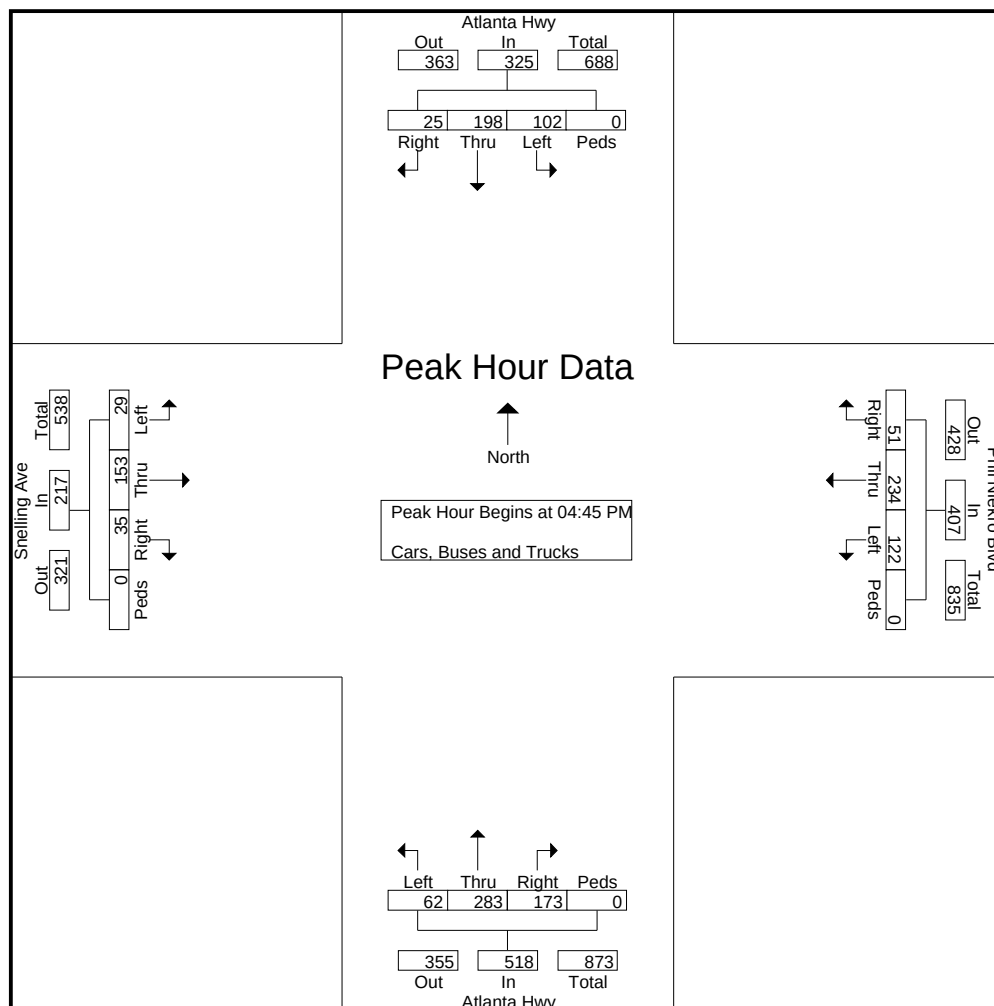
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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 3

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	12	57	32	0	101	29	56	6	0	91	6	39	8	0	53	25	65	10	0	100	345
05:00 PM	11	75	51	0	137	24	45	7	0	76	13	25	10	0	48	35	48	12	0	95	356
05:15 PM	17	78	47	0	142	25	55	4	0	84	5	38	5	0	48	28	48	15	0	91	365
05:30 PM	22	73	43	0	138	24	42	8	0	74	5	51	12	0	68	34	73	14	0	121	401
Total Volume	62	283	173	0	518	102	198	25	0	325	29	153	35	0	217	122	234	51	0	407	1467
% App. Total		54.6	33.4			31.4	60.9				13.4	70.5	16.1			57.5	12.5				
PHF	.705	.907	.848	.000	.912	.879	.884	.781	.000	.893	.558	.750	.729	.000	.798	.871	.801	.850	.000	.841	.915



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TMC Data
Atlanta Hwy @ Flowery Way
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	45	0	0	45	1	53	0	0	54	0	0	0	0	0	0	0	3	0	3	102
07:15 AM	0	66	0	0	66	1	67	0	0	68	0	0	0	0	0	0	0	2	0	2	136
07:30 AM	0	70	0	0	70	0	74	0	0	74	0	0	0	0	0	0	0	2	0	2	146
07:45 AM	0	78	0	0	78	0	78	0	0	78	0	0	0	0	0	0	0	1	0	1	157
Total	0	259	0	0	259	2	272	0	0	274	0	0	0	0	0	0	0	8	0	8	541
08:00 AM	0	67	0	0	67	0	67	0	0	67	0	0	0	0	0	0	0	1	0	1	135
08:15 AM	0	64	1	0	65	1	65	0	0	66	0	0	0	0	0	0	0	1	0	1	132
08:30 AM	0	60	0	0	60	1	62	0	0	63	0	0	0	0	0	1	0	1	0	2	125
08:45 AM	0	47	2	0	49	0	53	0	0	53	0	0	0	0	0	0	0	0	0	0	102
Total	0	238	3	0	241	2	247	0	0	249	0	0	0	0	0	1	0	3	0	4	494
*** BREAK ***																					
04:00 PM	0	99	0	0	99	1	95	0	0	96	0	0	0	0	0	0	0	2	0	2	197
04:15 PM	0	102	0	0	102	0	79	0	0	79	0	0	0	0	0	0	0	0	0	0	181
04:30 PM	0	108	0	0	108	0	74	0	0	74	0	0	0	0	0	0	0	1	0	1	183
04:45 PM	0	115	0	0	115	1	85	0	0	86	0	0	0	0	0	0	0	1	0	1	202
Total	0	424	0	0	424	2	333	0	0	335	0	0	0	0	0	0	0	4	0	4	763
05:00 PM	0	124	1	0	125	0	91	0	0	91	0	0	0	0	0	0	0	0	0	0	216
05:15 PM	0	136	0	0	136	2	88	0	0	90	0	0	0	0	0	1	0	0	0	1	227
05:30 PM	0	128	3	0	131	2	84	0	0	86	0	0	0	0	0	2	0	1	0	3	220
05:45 PM	0	120	0	0	120	5	67	0	0	72	0	0	0	0	0	0	0	0	0	0	192
Total	0	508	4	0	512	9	330	0	0	339	0	0	0	0	0	3	0	1	0	4	855
Grand Total	0	1429	7	0	1436	15	1182	0	0	1197	0	0	0	0	0	4	0	16	0	20	2653
Apprch %	0	99.5	0.5	0		1.3	98.7	0	0		0	0	0	0		20	0	80	0		
Total %	0	53.9	0.3	0	54.1	0.6	44.6	0	0	45.1	0	0	0	0	0	0.2	0	0.6	0	0.8	

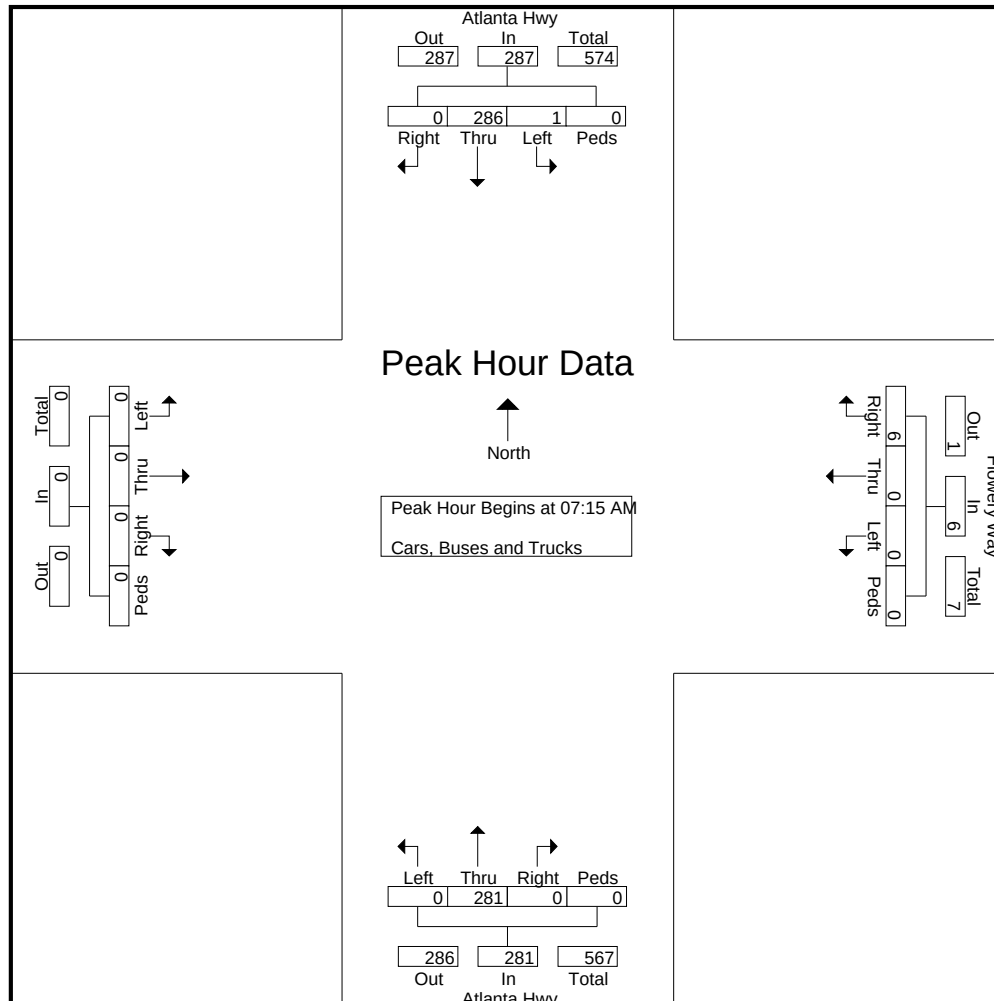
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Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 2

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	66	0	0	66	1	67	0	0	68	0	0	0	0	0	0	0	2	0	2	136
07:30 AM	0	70	0	0	70	0	74	0	0	74	0	0	0	0	0	0	0	2	0	2	146
07:45 AM	0	78	0	0	78	0	78	0	0	78	0	0	0	0	0	0	0	1	0	1	157
08:00 AM	0	67	0	0	67	0	67	0	0	67	0	0	0	0	0	0	0	1	0	1	135
Total Volume	0	281	0	0	281	1	286	0	0	287	0	0	0	0	0	0	0	6	0	6	574
% App. Total							99.7											.750	.000	.750	
PHF	.000	.901	.000	.000	.901	.250	.917	.000	.000	.920	.000	.000	.000	.000	.000	.000	.000	.750	.000	.750	.914



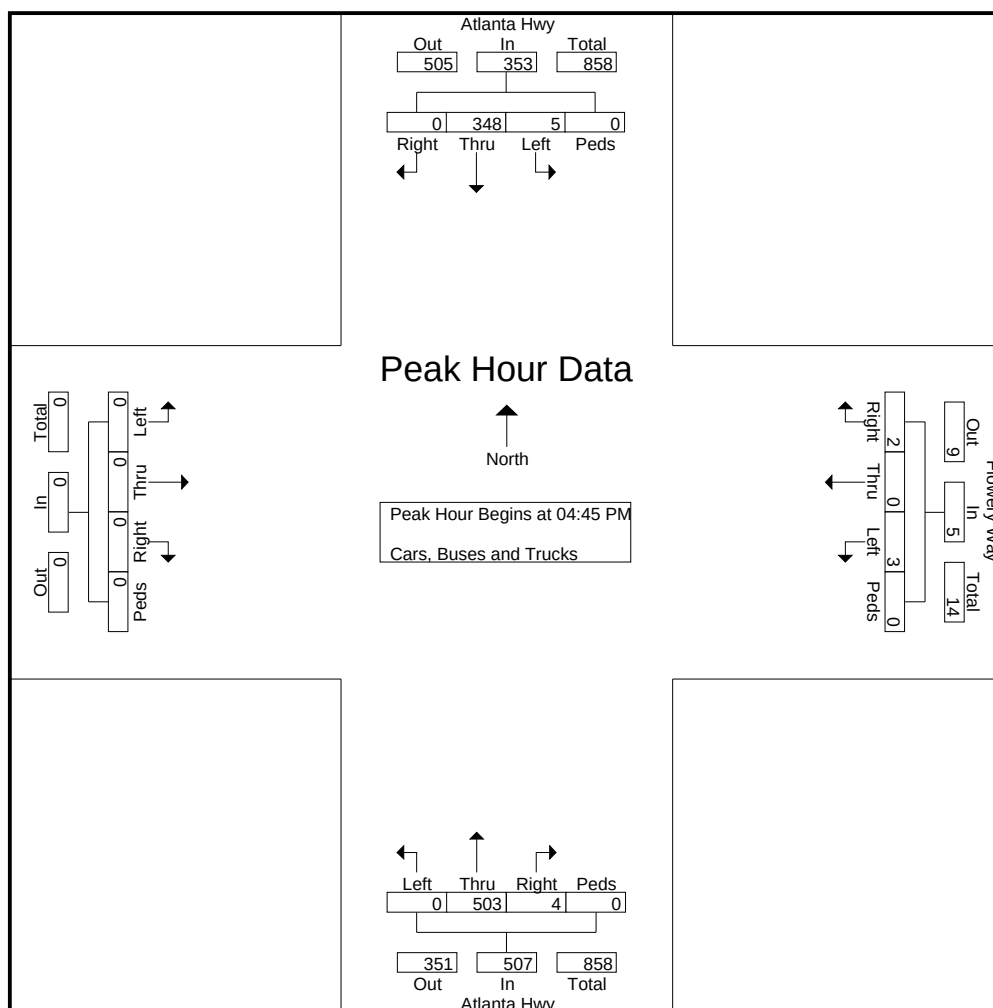
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TMC Data
Atlanta Hwy @ Flowery Way
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 3

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	115	0	0	115	1	85	0	0	86	0	0	0	0	0	0	0	1	0	1	202
05:00 PM	0	124	1	0	125	0	91	0	0	91	0	0	0	0	0	0	0	0	0	0	216
05:15 PM	0	136	0	0	136	2	88	0	0	90	0	0	0	0	0	1	0	0	0	1	227
05:30 PM	0	128	3	0	131	2	84	0	0	86	0	0	0	0	0	2	0	1	0	3	220
Total Volume	0	503	4	0	507	5	348	0	0	353	0	0	0	0	0	3	0	2	0	5	865
% App. Total		99.2					98.6									.375	.000	.500	.000	.417	.953
PHF	.000	.925	.333	.000	.932	.625	.956	.000	.000	.970	.000	.000	.000	.000	.000	.375	.000	.500	.000	.417	.953



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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	9	0	9	0	18	3	25	0	0	28	0	33	4	0	37	83
07:15 AM	0	0	0	0	0	8	0	13	0	21	5	30	0	0	35	0	38	1	0	39	95
07:30 AM	0	0	0	0	0	9	0	23	0	32	5	32	0	0	37	0	51	6	0	57	126
07:45 AM	0	0	0	0	0	7	0	11	0	18	4	35	0	0	39	0	49	3	0	52	109
Total	0	0	0	0	0	33	0	56	0	89	17	122	0	0	139	0	171	14	0	185	413
08:00 AM	0	0	0	0	0	10	0	10	0	20	3	37	0	0	40	0	39	1	0	40	100
08:15 AM	0	0	0	0	0	9	0	1	0	10	5	34	0	0	39	0	36	0	0	36	85
08:30 AM	0	0	0	0	0	5	0	1	0	6	3	29	0	0	32	0	35	3	0	38	76
08:45 AM	0	0	0	0	0	9	0	4	0	13	3	26	0	0	29	0	32	4	0	36	78
Total	0	0	0	0	0	33	0	16	0	49	14	126	0	0	140	0	142	8	0	150	339
*** BREAK ***																					
04:00 PM	0	0	0	0	0	5	0	3	0	8	7	51	0	0	58	0	45	14	0	59	125
04:15 PM	0	0	0	0	0	4	0	7	0	11	6	58	0	0	64	0	43	8	0	51	126
04:30 PM	0	0	0	0	0	8	0	5	0	13	4	55	0	0	59	0	51	12	0	63	135
04:45 PM	0	0	0	0	0	6	0	10	0	16	3	62	0	0	65	0	54	10	0	64	145
Total	0	0	0	0	0	23	0	25	0	48	20	226	0	0	246	0	193	44	0	237	531
05:00 PM	0	0	0	0	0	7	0	9	0	16	11	65	0	0	76	0	44	11	0	55	147
05:15 PM	0	0	0	0	0	3	0	3	0	6	8	62	0	0	70	0	37	8	0	45	121
05:30 PM	0	0	0	0	0	9	0	3	0	12	6	59	0	0	65	0	30	7	0	37	114
05:45 PM	0	0	0	0	0	6	0	6	0	12	10	57	0	0	67	0	35	9	0	44	123
Total	0	0	0	0	0	25	0	21	0	46	35	243	0	0	278	0	146	35	0	181	505
Grand Total	0	0	0	0	0	114	0	118	0	232	86	717	0	0	803	0	652	101	0	753	1788
Apprch %	0	0	0	0		49.1	0	50.9	0		10.7	89.3	0	0		0	86.6	13.4	0		
Total %	0	0	0	0	0	6.4	0	6.6	0	13	4.8	40.1	0	0	44.9	0	36.5	5.6	0	42.1	

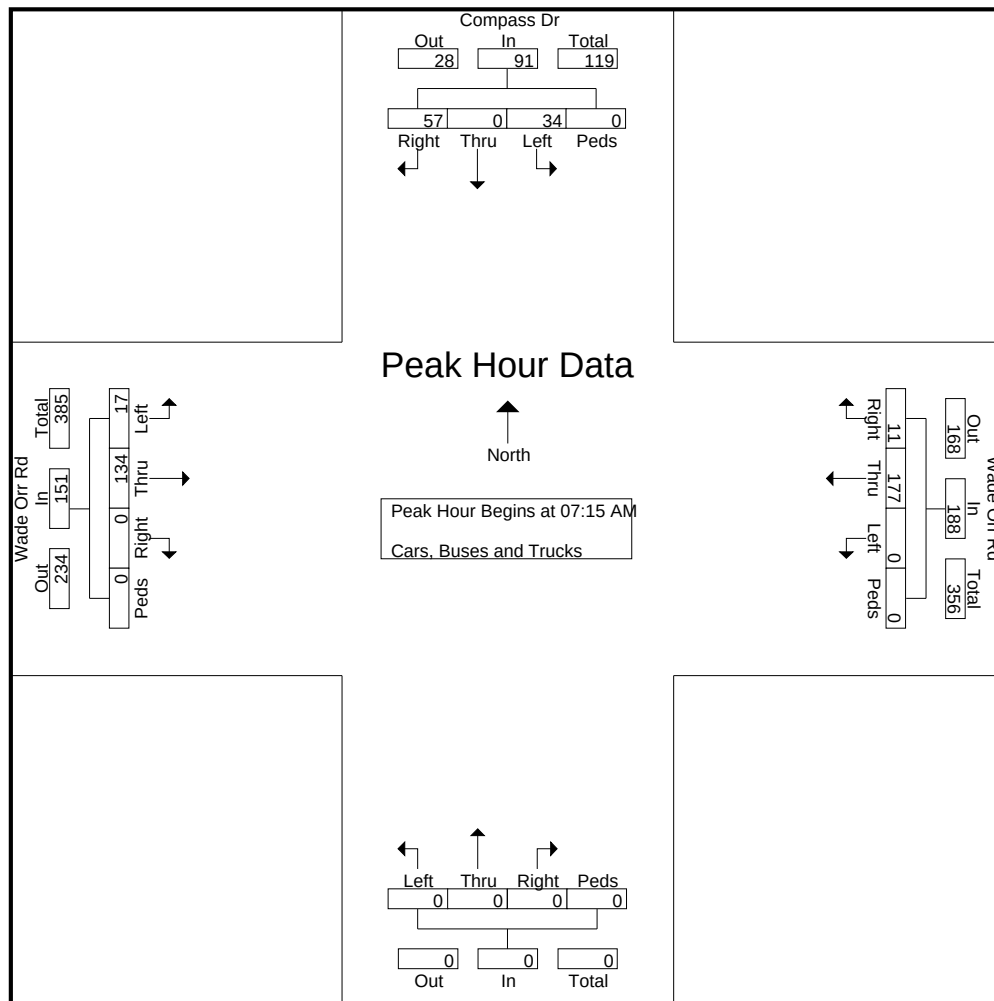
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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 2

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	0	0	0	8	0	13	0	21	5	30	0	0	35	0	38	1	0	39	95
07:30 AM	0	0	0	0	0	9	0	23	0	32	5	32	0	0	37	0	51	6	0	57	126
07:45 AM	0	0	0	0	0	7	0	11	0	18	4	35	0	0	39	0	49	3	0	52	109
08:00 AM	0	0	0	0	0	10	0	10	0	20	3	37	0	0	40	0	39	1	0	40	100
Total Volume	0	0	0	0	0	34	0	57	0	91	17	134	0	0	151	0	177	11	0	188	430
% App. Total						37.4		62.6			11.3	88.7				94.1					
PHF	.000	.000	.000	.000	.000	.850	.000	.620	.000	.711	.850	.905	.000	.000	.944	.000	.868	.458	.000	.825	.853



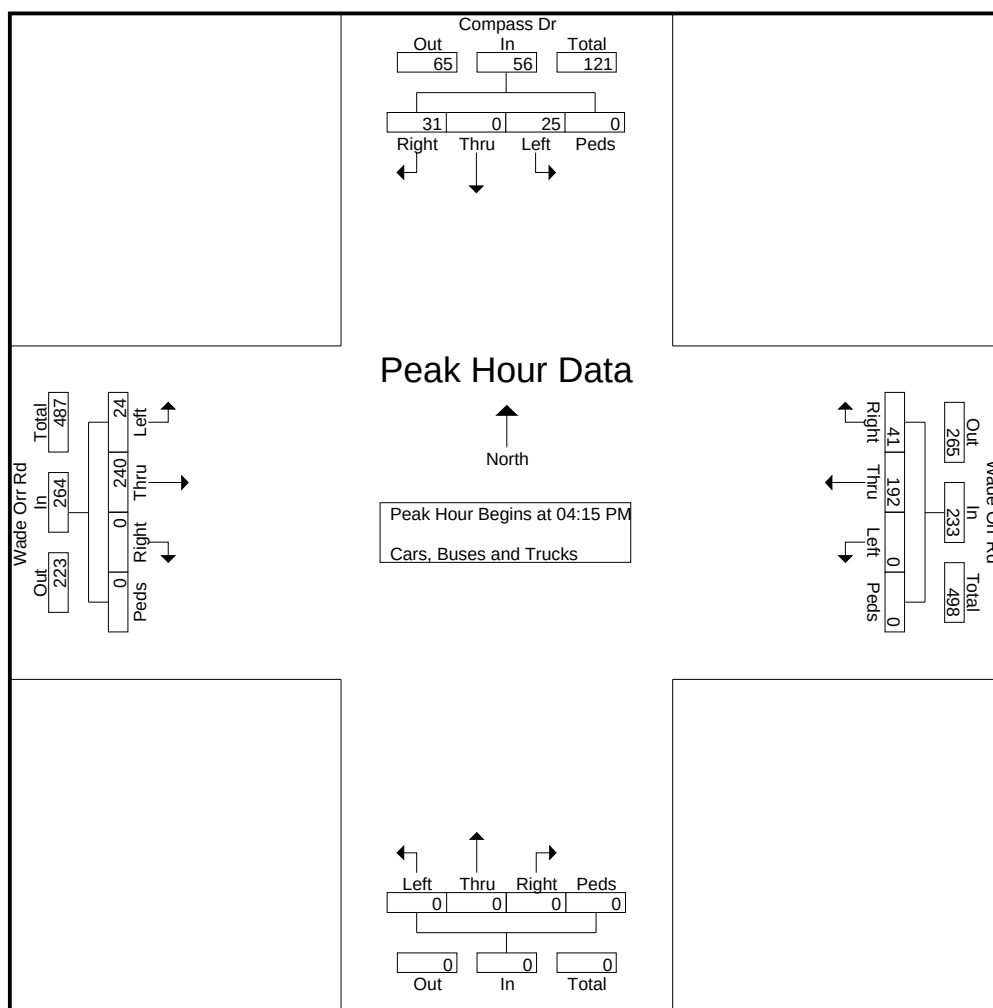
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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 3

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	0	0	0	0	0	4	0	7	0	11	6	58	0	0	64	0	43	8	0	51	126
04:30 PM	0	0	0	0	0	8	0	5	0	13	4	55	0	0	59	0	51	12	0	63	135
04:45 PM	0	0	0	0	0	6	0	10	0	16	3	62	0	0	65	0	54	10	0	64	145
05:00 PM	0	0	0	0	0	7	0	9	0	16	11	65	0	0	76	0	44	11	0	55	147
Total Volume	0	0	0	0	0	25	0	31	0	56	24	240	0	0	264	0	192	41	0	233	553
% App. Total						44.6		55.4			90.9					82.4	17.6				
PHF	.000	.000	.000	.000	.000	.781	.000	.775	.000	.875	.545	.923	.000	.000	.868	.000	.889	.854	.000	.910	.940



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Page 1

ADT Data

Site Code: 44790101
Atlanta Hwy South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	48			3	69				
12:15		13	80			4	70				
12:30		5	88			5	64				
12:45		2	89	28	305	4	62	16	265	44	570
01:00		2	70			1	69				
01:15		2	69			3	73				
01:30		5	88			5	71				
01:45		2	71	11	298	0	85	9	298	20	596
02:00		4	82			3	68				
02:15		2	73			2	54				
02:30		0	80			0	77				
02:45		2	87	8	322	1	67	6	266	14	588
03:00		1	92			1	96				
03:15		1	78			1	76				
03:30		1	86			2	84				
03:45		3	114	6	370	0	99	4	355	10	725
04:00		3	109			3	98				
04:15		4	94			11	78				
04:30		9	107			6	76				
04:45		2	113	18	423	9	84	29	336	47	759
05:00		6	122			12	99				
05:15		10	139			21	84				
05:30		16	136			29	85				
05:45		19	112	51	509	26	63	88	331	139	840
06:00		18	100			31	82				
06:15		31	101			50	77				
06:30		29	86			62	63				
06:45		48	80	126	367	59	49	202	271	328	638
07:00		47	57			56	57				
07:15		68	50			66	66				
07:30		71	53			75	57				
07:45		80	63	266	223	80	36	277	216	543	439
08:00		64	52			64	48				
08:15		66	51			62	40				
08:30		61	37			65	27				
08:45		45	36	236	176	49	45	240	160	476	336
09:00		54	31			63	34				
09:15		74	30			49	29				
09:30		45	24			49	25				
09:45		71	19	244	104	57	10	218	98	462	202
10:00		65	20			45	14				
10:15		67	12			47	18				
10:30		45	13			60	16				
10:45		55	14	232	59	58	10	210	58	442	117
11:00		57	8			65	8				
11:15		84	10			56	7				
11:30		75	11			65	6				
11:45		89	6	305	35	61	3	247	24	552	59
Total		1531	3191			1546	2678			3077	5869
Percent		32.4%	67.6%			36.6%	63.4%			34.4%	65.6%
Grand Total		1531	3191			1546	2678			3077	5869
Percent		32.4%	67.6%			36.6%	63.4%			34.4%	65.6%
ADT		ADT 8,946		AADT 8,946							

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Page 1

ADT Data

Site Code: 44790102
Mulberry St South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	7			1	11				
12:15		1	14			1	10				
12:30		1	4			5	10				
12:45		1	12	3	37	1	6	8	37	11	74
01:00		1	7			1	7				
01:15		2	10			3	7				
01:30		1	10			4	6				
01:45		0	3	4	30	2	6	10	26	14	56
02:00		1	8			0	7				
02:15		0	11			2	6				
02:30		1	6			0	15				
02:45		0	8	2	33	1	7	3	35	5	68
03:00		0	12			0	13				
03:15		0	14			1	13				
03:30		1	10			0	14				
03:45		0	3	1	39	0	9	1	49	2	88
04:00		0	10			1	8				
04:15		1	10			0	14				
04:30		1	9			0	10				
04:45		1	6	3	35	0	11	1	43	4	78
05:00		5	12			0	15				
05:15		1	11			1	18				
05:30		8	5			2	14				
05:45		9	4	23	32	0	13	3	60	26	92
06:00		8	9			2	18				
06:15		8	6			1	16				
06:30		12	17			2	10				
06:45		15	4	43	36	2	15	7	59	50	95
07:00		15	5			4	11				
07:15		18	5			4	9				
07:30		15	5			9	10				
07:45		10	4	58	19	10	9	27	39	85	58
08:00		11	5			8	8				
08:15		5	3			2	7				
08:30		10	5			5	7				
08:45		8	1	34	14	3	4	18	26	52	40
09:00		9	1			3	8				
09:15		8	4			4	7				
09:30		14	4			4	4				
09:45		5	4	36	13	3	3	14	22	50	35
10:00		10	3			4	3				
10:15		7	4			3	8				
10:30		6	4			4	9				
10:45		6	1	29	12	11	2	22	22	51	34
11:00		8	0			7	3				
11:15		4	0			7	5				
11:30		8	2			6	0				
11:45		9	0	29	2	9	0	29	8	58	10
Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
Grand Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
ADT		ADT 1,136	AADT 1,136								

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Page 1

ADT Data

Site Code: 44790102
Mulberry St South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	7			1	11				
12:15		1	14			1	10				
12:30		1	4			5	10				
12:45		1	12	3	37	1	6	8	37	11	74
01:00		1	7			1	7				
01:15		2	10			3	7				
01:30		1	10			4	6				
01:45		0	3	4	30	2	6	10	26	14	56
02:00		1	8			0	7				
02:15		0	11			2	6				
02:30		1	6			0	15				
02:45		0	8	2	33	1	7	3	35	5	68
03:00		0	12			0	13				
03:15		0	14			1	13				
03:30		1	10			0	14				
03:45		0	3	1	39	0	9	1	49	2	88
04:00		0	10			1	8				
04:15		1	10			0	14				
04:30		1	9			0	10				
04:45		1	6	3	35	0	11	1	43	4	78
05:00		5	12			0	15				
05:15		1	11			1	18				
05:30		8	5			2	14				
05:45		9	4	23	32	0	13	3	60	26	92
06:00		8	9			2	18				
06:15		8	6			1	16				
06:30		12	17			2	10				
06:45		15	4	43	36	2	15	7	59	50	95
07:00		15	5			4	11				
07:15		18	5			4	9				
07:30		15	5			9	10				
07:45		10	4	58	19	10	9	27	39	85	58
08:00		11	5			8	8				
08:15		5	3			2	7				
08:30		10	5			5	7				
08:45		8	1	34	14	3	4	18	26	52	40
09:00		9	1			3	8				
09:15		8	4			4	7				
09:30		14	4			4	4				
09:45		5	4	36	13	3	3	14	22	50	35
10:00		10	3			4	3				
10:15		7	4			3	8				
10:30		6	4			4	9				
10:45		6	1	29	12	11	2	22	22	51	34
11:00		8	0			7	3				
11:15		4	0			7	5				
11:30		8	2			6	0				
11:45		9	0	29	2	9	0	29	8	58	10
Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
Grand Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
ADT		ADT 1,136		AADT 1,136							

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

existing a.m.

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	6	392	21	12	246	8	30	2	26	11	0	3
Future Vol, veh/h	6	392	21	12	246	8	30	2	26	11	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	74	74	74	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	404	22	13	273	9	41	3	35	17	0	5
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	282	0	0	426	0	0	722	724	404	750	742	278
Stage 1	-	-	-	-	-	-	416	416	-	304	304	-
Stage 2	-	-	-	-	-	-	306	308	-	446	438	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1280	-	-	1133	-	-	342	352	647	328	344	761
Stage 1	-	-	-	-	-	-	614	592	-	705	663	-
Stage 2	-	-	-	-	-	-	704	660	-	591	579	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1280	-	-	1133	-	-	336	346	647	304	338	761
Mov Cap-2 Maneuver	-	-	-	-	-	-	336	346	-	304	338	-
Stage 1	-	-	-	-	-	-	610	588	-	701	656	-
Stage 2	-	-	-	-	-	-	692	653	-	553	576	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			15.3			15.8		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	429	1280	-	-	1133	-	-	304	761			
HCM Lane V/C Ratio	0.183	0.005	-	-	0.012	-	-	0.056	0.006			
HCM Control Delay (s)	15.3	7.8	0	-	8.2	-	-	17.5	9.8			
HCM Lane LOS	C	A	A	-	A	-	-	C	A			
HCM 95th %tile Q(veh)	0.7	0	-	-	0	-	-	0.2	0			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

existing a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	20	210	32	89	123	51	22	184	103	94	180	10
Future Volume (veh/h)	20	210	32	89	123	51	22	184	103	94	180	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	23	244	37	100	138	57	28	236	132	104	200	11
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	267	292	44	221	279	115	686	577	323	549	935	51
Arrive On Green	0.02	0.18	0.18	0.06	0.22	0.22	0.03	0.52	0.52	0.05	0.54	0.54
Sat Flow, veh/h	1781	1586	241	1753	1257	519	1781	1109	620	1753	1729	95
Grp Volume(v), veh/h	23	0	281	100	0	195	28	0	368	104	0	211
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.0	0.0	14.4	4.4	0.0	9.3	0.7	0.0	12.6	2.6	0.0	5.8
Cycle Q Clear(g_c), s	1.0	0.0	14.4	4.4	0.0	9.3	0.7	0.0	12.6	2.6	0.0	5.8
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	267	0	337	221	0	395	686	0	899	549	0	987
V/C Ratio(X)	0.09	0.00	0.83	0.45	0.00	0.49	0.04	0.00	0.41	0.19	0.00	0.21
Avail Cap(c_a), veh/h	325	0	631	303	0	705	738	0	899	617	0	987
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	31.0	0.0	38.1	29.7	0.0	33.0	10.2	0.0	14.2	10.5	0.0	11.5
Incr Delay (d2), s/veh	0.1	0.0	5.4	1.4	0.0	1.0	0.0	0.0	1.4	0.2	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	6.9	1.9	0.0	4.1	0.3	0.0	5.0	1.0	0.0	2.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.1	0.0	43.6	31.1	0.0	33.9	10.2	0.0	15.6	10.7	0.0	12.0
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		304			295			396			315	
Approach Delay, s/veh		42.7			33.0			15.2			11.6	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.2	55.0	10.5	22.4	7.1	57.0	6.8	26.1				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	49.5	10.5	33.5	5.5	52.5	5.5	38.5				
Max Q Clear Time (g_c+I1), s	4.6	14.6	6.4	16.4	2.7	7.8	3.0	11.3				
Green Ext Time (p_c), s	0.1	2.6	0.1	1.5	0.0	1.3	0.0	1.1				
Intersection Summary												
HCM 6th Ctrl Delay			24.7									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

existing a.m.

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	309	0	1	315
Future Vol, veh/h	0	7	309	0	1	315
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	343	0	1	342
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	687	343	0	0	343	0
Stage 1	343	-	-	-	-	-
Stage 2	344	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	413	700	-	-	1216	-
Stage 1	719	-	-	-	-	-
Stage 2	718	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	413	700	-	-	1216	-
Mov Cap-2 Maneuver	413	-	-	-	-	-
Stage 1	719	-	-	-	-	-
Stage 2	717	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.2	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	700	1216	-	
HCM Lane V/C Ratio	-	-	0.013	0.001	-	
HCM Control Delay (s)	-	-	10.2	8	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

existing a.m.

Intersection						
Int Delay, s/veh	3.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	19	147	195	12	37	63
Future Vol, veh/h	19	147	195	12	37	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	71	71
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	20	156	235	14	52	89
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	249	0	-	0	438	242
Stage 1	-	-	-	-	242	-
Stage 2	-	-	-	-	196	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1317	-	-	-	576	797
Stage 1	-	-	-	-	798	-
Stage 2	-	-	-	-	837	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1317	-	-	-	566	797
Mov Cap-2 Maneuver	-	-	-	-	566	-
Stage 1	-	-	-	-	784	-
Stage 2	-	-	-	-	837	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		11.5		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1317	-	-	-	692	
HCM Lane V/C Ratio	0.015	-	-	-	0.204	
HCM Control Delay (s)	7.8	0	-	-	11.5	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.8	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

existing p.m.

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	8	465	25	26	430	29	20	2	22	22	2	12
Future Vol, veh/h	8	465	25	26	430	29	20	2	22	22	2	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	8	484	26	27	448	30	22	2	24	29	3	16
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	478	0	0	510	0	0	1027	1032	484	1043	1043	463
Stage 1	-	-	-	-	-	-	500	500	-	517	517	-
Stage 2	-	-	-	-	-	-	527	532	-	526	526	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1084	-	-	1055	-	-	213	233	583	207	229	599
Stage 1	-	-	-	-	-	-	553	543	-	541	534	-
Stage 2	-	-	-	-	-	-	535	526	-	535	529	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1084	-	-	1055	-	-	200	225	583	192	221	599
Mov Cap-2 Maneuver	-	-	-	-	-	-	200	225	-	192	221	-
Stage 1	-	-	-	-	-	-	547	538	-	536	520	-
Stage 2	-	-	-	-	-	-	505	512	-	506	524	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			19.3			21.9		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	300	1084	-	-	1055	-	-	194	599			
HCM Lane V/C Ratio	0.161	0.008	-	-	0.026	-	-	0.165	0.027			
HCM Control Delay (s)	19.3	8.3	0	-	8.5	-	-	27.2	11.2			
HCM Lane LOS	C	A	A	-	A	-	-	D	B			
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	0.6	0.1			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

existing p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	32	168	39	134	257	56	68	311	190	112	218	28
Future Volume (veh/h)	32	168	39	134	257	56	68	311	190	112	218	28
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	40	210	49	160	306	67	75	342	209	126	245	31
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	159	257	60	267	347	76	626	552	337	400	842	107
Arrive On Green	0.03	0.17	0.17	0.09	0.23	0.23	0.04	0.52	0.52	0.05	0.53	0.53
Sat Flow, veh/h	1781	1467	342	1753	1486	325	1781	1069	654	1753	1602	203
Grp Volume(v), veh/h	40	0	259	160	0	373	75	0	551	126	0	276
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.0	0.0	14.9	7.8	0.0	21.4	2.1	0.0	24.5	3.6	0.0	9.2
Cycle Q Clear(g_c), s	2.0	0.0	14.9	7.8	0.0	21.4	2.1	0.0	24.5	3.6	0.0	9.2
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	159	0	316	267	0	423	626	0	889	400	0	949
V/C Ratio(X)	0.25	0.00	0.82	0.60	0.00	0.88	0.12	0.00	0.62	0.31	0.00	0.29
Avail Cap(c_a), veh/h	189	0	458	311	0	580	643	0	889	448	0	949
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.8	0.0	42.8	31.9	0.0	39.9	11.4	0.0	18.6	14.1	0.0	14.3
Incr Delay (d2), s/veh	0.8	0.0	7.5	2.4	0.0	11.6	0.1	0.0	3.2	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	7.3	3.4	0.0	10.8	0.8	0.0	10.2	1.4	0.0	3.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.6	0.0	50.3	34.3	0.0	51.5	11.4	0.0	21.8	14.6	0.0	15.1
LnGrp LOS	D	A	D	C	A	D	B	A	C	B	A	B
Approach Vol, veh/h		299			533			626			402	
Approach Delay, s/veh		48.5			46.3			20.6			14.9	
Approach LOS		D			D			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.1	60.1	14.3	23.4	9.0	61.2	8.0	29.6				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	53.7	12.5	27.3	5.5	56.7	5.3	34.5				
Max Q Clear Time (g_c+I1), s	5.6	26.5	9.8	16.9	4.1	11.2	4.0	23.4				
Green Ext Time (p_c), s	0.1	4.1	0.1	1.0	0.0	1.8	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay			31.2									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

existing p.m.

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	2	553	4	6	383
Future Vol, veh/h	3	2	553	4	6	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	42	42	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	7	5	595	4	6	395
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1004	597	0	0	599	0
Stage 1	597	-	-	-	-	-
Stage 2	407	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	268	503	-	-	978	-
Stage 1	550	-	-	-	-	-
Stage 2	672	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	266	503	-	-	978	-
Mov Cap-2 Maneuver	266	-	-	-	-	-
Stage 1	550	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	16.4	0		0.1		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	328	978	-	
HCM Lane V/C Ratio	-	-	0.036	0.006	-	
HCM Control Delay (s)	-	-	16.4	8.7	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

existing p.m.

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	26	264	211	45	28	34
Future Vol, veh/h	26	264	211	45	28	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	88	88
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	30	303	232	49	32	39
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	281	0	-	0	620	257
Stage 1	-	-	-	-	257	-
Stage 2	-	-	-	-	363	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1282	-	-	-	452	782
Stage 1	-	-	-	-	786	-
Stage 2	-	-	-	-	704	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1282	-	-	-	439	782
Mov Cap-2 Maneuver	-	-	-	-	439	-
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	704	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.1		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1282	-	-	-	578	
HCM Lane V/C Ratio	0.023	-	-	-	0.122	
HCM Control Delay (s)	7.9	0	-	-	12.1	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.4	

Appendix D

No-Build Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build a.m. - phase I

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	6	432	23	13	272	9	33	2	29	12	0	4
Future Vol, veh/h	6	432	23	13	272	9	33	2	29	12	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	76	76	76	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	445	24	14	302	10	43	3	38	18	0	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	312	0	0	469	0	0	795	797	445	825	816	307
Stage 1	-	-	-	-	-	-	457	457	-	335	335	-
Stage 2	-	-	-	-	-	-	338	340	-	490	481	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1248	-	-	1093	-	-	305	319	613	292	311	733
Stage 1	-	-	-	-	-	-	583	568	-	679	643	-
Stage 2	-	-	-	-	-	-	676	639	-	560	554	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1248	-	-	1093	-	-	298	313	613	268	305	733
Mov Cap-2 Maneuver	-	-	-	-	-	-	298	313	-	268	305	-
Stage 1	-	-	-	-	-	-	579	564	-	674	635	-
Stage 2	-	-	-	-	-	-	662	631	-	519	550	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			16.8			17		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	389	1248	-	-	1093	-	-	268	733			
HCM Lane V/C Ratio	0.216	0.005	-	-	0.013	-	-	0.069	0.008			
HCM Control Delay (s)	16.8	7.9	0	-	8.3	-	-	19.4	10			
HCM Lane LOS	C	A	A	-	A	-	-	C	B			
HCM 95th %tile Q(veh)	0.8	0	-	-	0	-	-	0.2	0			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build a.m. - phase I

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	232	35	98	136	56	24	203	114	103	199	11
Future Volume (veh/h)	22	232	35	98	136	56	24	203	114	103	199	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	26	270	41	110	153	63	31	260	146	114	221	12
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	277	319	48	227	303	125	643	554	311	496	903	49
Arrive On Green	0.03	0.20	0.20	0.07	0.24	0.24	0.03	0.50	0.50	0.05	0.52	0.52
Sat Flow, veh/h	1781	1586	241	1753	1259	518	1781	1107	622	1753	1730	94
Grp Volume(v), veh/h	26	0	311	110	0	216	31	0	406	114	0	233
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.1	0.0	16.2	4.7	0.0	10.4	0.8	0.0	15.1	3.1	0.0	6.9
Cycle Q Clear(g_c), s	1.1	0.0	16.2	4.7	0.0	10.4	0.8	0.0	15.1	3.1	0.0	6.9
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	277	0	367	227	0	428	643	0	866	496	0	952
V/C Ratio(X)	0.09	0.00	0.85	0.48	0.00	0.50	0.05	0.00	0.47	0.23	0.00	0.24
Avail Cap(c_a), veh/h	331	0	639	298	0	711	691	0	866	577	0	952
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.2	0.0	38.0	28.9	0.0	32.4	11.2	0.0	16.1	12.0	0.0	12.9
Incr Delay (d2), s/veh	0.1	0.0	5.4	1.6	0.0	0.9	0.0	0.0	1.8	0.2	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	7.7	2.1	0.0	4.5	0.3	0.0	6.2	1.2	0.0	2.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.3	0.0	43.4	30.5	0.0	33.3	11.3	0.0	17.9	12.2	0.0	13.5
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		337			326			437			347	
Approach Delay, s/veh		42.4			32.4			17.4			13.1	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.4	53.9	11.0	24.3	7.4	56.0	7.0	28.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	47.5	10.5	34.5	5.5	51.5	5.5	39.5				
Max Q Clear Time (g_c+I1), s	5.1	17.1	6.7	18.2	2.8	8.9	3.1	12.4				
Green Ext Time (p_c), s	0.1	2.8	0.1	1.6	0.0	1.5	0.0	1.3				
Intersection Summary												
HCM 6th Ctrl Delay			25.6									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

no-build a.m. - phase I

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	341	0	1	347
Future Vol, veh/h	0	7	341	0	1	347
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	379	0	1	377
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	758	379	0	0	379	0
Stage 1	379	-	-	-	-	-
Stage 2	379	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	375	668	-	-	1179	-
Stage 1	692	-	-	-	-	-
Stage 2	692	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	375	668	-	-	1179	-
Mov Cap-2 Maneuver	375	-	-	-	-	-
Stage 1	692	-	-	-	-	-
Stage 2	691	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.5	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	668	1179	-	
HCM Lane V/C Ratio	-	-	0.014	0.001	-	
HCM Control Delay (s)	-	-	10.5	8.1	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build a.m. - phase I

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	163	215	13	41	69
Future Vol, veh/h	21	163	215	13	41	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	22	173	259	16	56	95
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	275	0	-	0	484	267
Stage 1	-	-	-	-	267	-
Stage 2	-	-	-	-	217	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1288	-	-	-	542	772
Stage 1	-	-	-	-	778	-
Stage 2	-	-	-	-	819	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1288	-	-	-	532	772
Mov Cap-2 Maneuver	-	-	-	-	532	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	819	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1288	-	-	-	661	
HCM Lane V/C Ratio	0.017	-	-	-	0.228	
HCM Control Delay (s)	7.8	0	-	-	12	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.9	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build p.m. - phase I

Intersection												
Int Delay, s/veh	2.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	9	514	28	29	475	32	22	2	24	24	2	13
Future Vol, veh/h	9	514	28	29	475	32	22	2	24	24	2	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	535	29	30	495	33	24	2	26	32	3	17
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	528	0	0	564	0	0	1135	1141	535	1154	1154	512
Stage 1	-	-	-	-	-	-	553	553	-	572	572	-
Stage 2	-	-	-	-	-	-	582	588	-	582	582	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1039	-	-	1008	-	-	179	201	545	174	197	562
Stage 1	-	-	-	-	-	-	517	514	-	505	504	-
Stage 2	-	-	-	-	-	-	499	496	-	499	499	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1039	-	-	1008	-	-	166	192	545	159	189	562
Mov Cap-2 Maneuver	-	-	-	-	-	-	166	192	-	159	189	-
Stage 1	-	-	-	-	-	-	510	507	-	498	489	-
Stage 2	-	-	-	-	-	-	467	481	-	467	493	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			22.6			26.1		
HCM LOS							C			D		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	257	1039	-	-	1008	-	-	161	562			
HCM Lane V/C Ratio	0.205	0.009	-	-	0.03	-	-	0.215	0.031			
HCM Control Delay (s)	22.6	8.5	0	-	8.7	-	-	33.4	11.6			
HCM Lane LOS	C	A	A	-	A	-	-	D	B			
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	0.8	0.1			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build p.m. - phase I

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	186	43	148	284	62	75	344	210	124	240	30
Future Volume (veh/h)	35	186	43	148	284	62	75	344	210	124	240	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	44	232	54	176	338	74	82	378	231	139	270	34
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	156	279	65	274	375	82	581	530	324	339	818	103
Arrive On Green	0.03	0.19	0.19	0.10	0.25	0.25	0.04	0.50	0.50	0.06	0.51	0.51
Sat Flow, veh/h	1781	1467	342	1753	1486	325	1781	1069	654	1753	1603	202
Grp Volume(v), veh/h	44	0	286	176	0	412	82	0	609	139	0	304
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.2	0.0	16.9	8.6	0.0	24.4	2.5	0.0	30.6	4.3	0.0	11.0
Cycle Q Clear(g_c), s	2.2	0.0	16.9	8.6	0.0	24.4	2.5	0.0	30.6	4.3	0.0	11.0
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	156	0	344	274	0	457	581	0	854	339	0	921
V/C Ratio(X)	0.28	0.00	0.83	0.64	0.00	0.90	0.14	0.00	0.71	0.41	0.00	0.33
Avail Cap(c_a), veh/h	181	0	461	287	0	563	596	0	854	375	0	921
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.8	0.0	43.2	31.8	0.0	40.2	12.9	0.0	21.8	17.2	0.0	16.0
Incr Delay (d2), s/veh	1.0	0.0	9.3	4.5	0.0	15.4	0.1	0.0	5.0	0.8	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	8.4	4.0	0.0	12.7	1.0	0.0	13.1	1.7	0.0	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.7	0.0	52.5	36.4	0.0	55.6	13.0	0.0	26.9	18.0	0.0	16.9
LnGrp LOS	D	A	D	D	A	E	B	A	C	B	A	B
Approach Vol, veh/h		330			588			691			443	
Approach Delay, s/veh		50.4			49.8			25.2			17.3	
Approach LOS		D			D			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.8	59.5	15.1	25.6	9.1	61.2	8.2	32.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	53.7	11.5	28.3	5.5	56.7	5.3	34.5				
Max Q Clear Time (g_c+I1), s	6.3	32.6	10.6	18.9	4.5	13.0	4.2	26.4				
Green Ext Time (p_c), s	0.1	4.4	0.0	1.1	0.0	2.0	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay			34.6									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

no-build p.m. - phase I

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	2	611	5	6	423
Future Vol, veh/h	4	2	611	5	6	423
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	4	657	5	6	436
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1108	660	0	0	662	0
Stage 1	660	-	-	-	-	-
Stage 2	448	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	232	463	-	-	927	-
Stage 1	514	-	-	-	-	-
Stage 2	644	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	231	463	-	-	927	-
Mov Cap-2 Maneuver	231	-	-	-	-	-
Stage 1	514	-	-	-	-	-
Stage 2	640	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	18.7	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	277	927	-	
HCM Lane V/C Ratio	-	-	0.048	0.007	-	
HCM Control Delay (s)	-	-	18.7	8.9	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build p.m. - phase I

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	29	291	233	50	30	38
Future Vol, veh/h	29	291	233	50	30	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	33	334	256	55	33	42
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	311	0	-	0	684	284
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	400	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1249	-	-	-	414	755
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	677	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1249	-	-	-	401	755
Mov Cap-2 Maneuver	-	-	-	-	401	-
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	677	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1249	-	-	-	543	
HCM Lane V/C Ratio	0.027	-	-	-	0.139	
HCM Control Delay (s)	8	0	-	-	12.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build a.m. - full build-out

Intersection												
Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	477	25	15	300	9	36	3	32	13	0	4
Future Vol, veh/h	7	477	25	15	300	9	36	3	32	13	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	76	76	76	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	7	492	26	17	333	10	47	4	42	20	0	6

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	343	0	0	518	0	0	881	883	492	914	904	338
Stage 1	-	-	-	-	-	-	506	506	-	372	372	-
Stage 2	-	-	-	-	-	-	375	377	-	542	532	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1216	-	-	1048	-	-	267	285	577	254	277	704
Stage 1	-	-	-	-	-	-	549	540	-	648	619	-
Stage 2	-	-	-	-	-	-	646	616	-	525	526	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1216	-	-	1048	-	-	260	278	577	229	270	704
Mov Cap-2 Maneuver	-	-	-	-	-	-	260	278	-	229	270	-
Stage 1	-	-	-	-	-	-	545	536	-	643	609	-
Stage 2	-	-	-	-	-	-	630	606	-	479	522	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			19.2			19.4		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	347	1216	-	-	1048	-	-	229	704
HCM Lane V/C Ratio	0.269	0.006	-	-	0.016	-	-	0.087	0.009
HCM Control Delay (s)	19.2	8	0	-	8.5	-	-	22.2	10.2
HCM Lane LOS	C	A	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	1.1	0	-	-	0	-	-	0.3	0

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build a.m. - full build-out

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	256	39	109	150	62	27	224	126	114	220	12
Future Volume (veh/h)	24	256	39	109	150	62	27	224	126	114	220	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	28	298	45	122	169	70	35	287	162	127	244	13
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	282	344	52	229	326	135	605	535	302	447	881	47
Arrive On Green	0.03	0.22	0.22	0.07	0.26	0.26	0.03	0.48	0.48	0.05	0.51	0.51
Sat Flow, veh/h	1781	1587	240	1753	1256	520	1781	1105	624	1753	1732	92
Grp Volume(v), veh/h	28	0	343	122	0	239	35	0	449	127	0	257
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1728	1753	0	1824
Q Serve(g_s), s	1.2	0.0	18.7	5.4	0.0	11.9	1.0	0.0	18.7	3.7	0.0	8.3
Cycle Q Clear(g_c), s	1.2	0.0	18.7	5.4	0.0	11.9	1.0	0.0	18.7	3.7	0.0	8.3
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	282	0	396	229	0	461	605	0	837	447	0	928
V/C Ratio(X)	0.10	0.00	0.87	0.53	0.00	0.52	0.06	0.00	0.54	0.28	0.00	0.28
Avail Cap(c_a), veh/h	323	0	595	286	0	673	642	0	837	522	0	928
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.3	0.0	39.0	29.1	0.0	32.7	12.6	0.0	18.6	13.8	0.0	14.5
Incr Delay (d2), s/veh	0.2	0.0	8.7	1.9	0.0	0.9	0.0	0.0	2.5	0.3	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	9.2	2.3	0.0	5.2	0.4	0.0	7.8	1.5	0.0	3.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.5	0.0	47.7	31.0	0.0	33.6	12.6	0.0	21.0	14.1	0.0	15.3
LnGrp LOS	C	A	D	C	A	C	B	A	C	B	A	B
Approach Vol, veh/h	371			361			484			384		
Approach Delay, s/veh	46.4			32.7			20.4			14.9		
Approach LOS	D			C			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.2	54.5	11.7	26.9	7.7	57.0	7.3	31.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.1	47.7	10.6	33.6	5.3	52.5	5.1	39.1				
Max Q Clear Time (g_c+l1), s	5.7	20.7	7.4	20.7	3.0	10.3	3.2	13.9				
Green Ext Time (p_c), s	0.1	3.2	0.1	1.7	0.0	1.7	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay	27.9											
HCM 6th LOS	C											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

no-build a.m. - full build-out

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	8	377	0	1	383
Future Vol, veh/h	0	8	377	0	1	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	11	419	0	1	416
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	837	419	0	0	419	0
Stage 1	419	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	337	634	-	-	1140	-
Stage 1	664	-	-	-	-	-
Stage 2	664	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	337	634	-	-	1140	-
Mov Cap-2 Maneuver	337	-	-	-	-	-
Stage 1	664	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.8	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	634		1140	-	
HCM Lane V/C Ratio	-	0.017		0.001	-	
HCM Control Delay (s)	-	10.8		8.2	-	
HCM Lane LOS	-	B		A	-	
HCM 95th %tile Q(veh)	-	0.1		0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build a.m. - full build-out

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	23	180	237	15	46	76
Future Vol, veh/h	23	180	237	15	46	76
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	24	191	286	18	63	104
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	304	0	-	0	534	295
Stage 1	-	-	-	-	295	-
Stage 2	-	-	-	-	239	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1257	-	-	-	507	744
Stage 1	-	-	-	-	755	-
Stage 2	-	-	-	-	801	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1257	-	-	-	496	744
Mov Cap-2 Maneuver	-	-	-	-	496	-
Stage 1	-	-	-	-	739	-
Stage 2	-	-	-	-	801	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12.8		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1257	-	-	-	626	
HCM Lane V/C Ratio	0.019	-	-	-	0.267	
HCM Control Delay (s)	7.9	0	-	-	12.8	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	1.1	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build p.m. - full build-out

Intersection												
Int Delay, s/veh	2.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰↱			↰	↱
Traffic Vol, veh/h	9	567	31	32	524	35	24	3	27	27	3	15
Future Vol, veh/h	9	567	31	32	524	35	24	3	27	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	591	32	33	546	36	26	3	30	36	4	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	582	0	0	623	0	0	1251	1257	591	1272	1271	564
Stage 1	-	-	-	-	-	-	609	609	-	630	630	-
Stage 2	-	-	-	-	-	-	642	648	-	642	641	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	992	-	-	958	-	-	149	171	507	144	168	525
Stage 1	-	-	-	-	-	-	482	485	-	470	475	-
Stage 2	-	-	-	-	-	-	463	466	-	463	469	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	992	-	-	958	-	-	135	163	507	129	160	525
Mov Cap-2 Maneuver	-	-	-	-	-	-	135	163	-	129	160	-
Stage 1	-	-	-	-	-	-	475	478	-	463	459	-
Stage 2	-	-	-	-	-	-	426	450	-	427	462	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			27.9			33.2		
HCM LOS							D			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	216	992	-	-	958	-	-	132	525
HCM Lane V/C Ratio	0.275	0.009	-	-	0.035	-	-	0.303	0.038
HCM Control Delay (s)	27.9	8.7	0	-	8.9	-	-	43.7	12.1
HCM Lane LOS	D	A	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.1	0	-	-	0.1	-	-	1.2	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build p.m. - full build-out

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	205	47	164	314	68	83	379	232	137	265	34
Future Volume (veh/h)	39	205	47	164	314	68	83	379	232	137	265	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	49	256	59	195	374	81	91	416	255	154	298	38
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	158	306	71	288	411	89	524	495	304	268	777	99
Arrive On Green	0.04	0.21	0.21	0.10	0.28	0.28	0.04	0.46	0.46	0.06	0.49	0.49
Sat Flow, veh/h	1781	1470	339	1753	1490	323	1781	1068	655	1753	1600	204
Grp Volume(v), veh/h	49	0	315	195	0	455	91	0	671	154	0	336
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.4	0.0	18.6	9.4	0.0	27.1	3.0	0.0	38.1	5.1	0.0	13.1
Cycle Q Clear(g_c), s	2.4	0.0	18.6	9.4	0.0	27.1	3.0	0.0	38.1	5.1	0.0	13.1
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	158	0	377	288	0	500	524	0	799	268	0	876
V/C Ratio(X)	0.31	0.00	0.84	0.68	0.00	0.91	0.17	0.00	0.84	0.57	0.00	0.38
Avail Cap(c_a), veh/h	184	0	463	320	0	593	543	0	799	306	0	876
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.6	0.0	42.3	30.6	0.0	39.0	14.9	0.0	26.2	21.8	0.0	18.1
Incr Delay (d2), s/veh	1.1	0.0	10.6	4.9	0.0	16.4	0.2	0.0	10.3	2.0	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	9.4	4.3	0.0	14.2	1.2	0.0	17.4	2.1	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.7	0.0	52.9	35.5	0.0	55.4	15.1	0.0	36.6	23.8	0.0	19.4
LnGrp LOS	D	A	D	D	A	E	B	A	D	C	A	B
Approach Vol, veh/h		364			650			762			490	
Approach Delay, s/veh		50.6			49.4			34.0			20.8	
Approach LOS		D			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.6	56.2	15.9	27.7	9.2	58.6	8.4	35.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	50.5	13.5	28.5	5.9	54.1	5.5	36.5				
Max Q Clear Time (g_c+l1), s	7.1	40.1	11.4	20.6	5.0	15.1	4.4	29.1				
Green Ext Time (p_c), s	0.1	3.5	0.1	1.1	0.0	2.3	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay			38.2									
HCM 6th LOS			D									

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

no-build p.m. - full build-out

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	3	674	5	7	467
Future Vol, veh/h	4	3	674	5	7	467
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	7	725	5	7	481
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1223	728	0	0	730	0
Stage 1	728	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	198	423	-	-	874	-
Stage 1	478	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	196	423	-	-	874	-
Mov Cap-2 Maneuver	196	-	-	-	-	-
Stage 1	478	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	20	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	255	874	-	
HCM Lane V/C Ratio	-	-	0.061	0.008	-	
HCM Control Delay (s)	-	-	20	9.2	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build p.m. - full build-out

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	322	257	55	34	42
Future Vol, veh/h	32	322	257	55	34	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	37	370	282	60	38	47
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	342	0	-	0	756	312
Stage 1	-	-	-	-	312	-
Stage 2	-	-	-	-	444	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1217	-	-	-	376	728
Stage 1	-	-	-	-	742	-
Stage 2	-	-	-	-	646	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1217	-	-	-	362	728
Mov Cap-2 Maneuver	-	-	-	-	362	-
Stage 1	-	-	-	-	714	-
Stage 2	-	-	-	-	646	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		13.6		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1217	-	-	-	501	
HCM Lane V/C Ratio	0.03	-	-	-	0.169	
HCM Control Delay (s)	8.1	0	-	-	13.6	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.6	

Appendix E

Future Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future phase I a.m.

Intersection												
Int Delay, s/veh	4.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	6	432	37	24	272	9	77	2	66	12	0	4
Future Vol, veh/h	6	432	37	24	272	9	77	2	66	12	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	85	85	85	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	445	38	27	302	10	91	2	78	18	0	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	312	0	0	483	0	0	821	823	445	877	856	307
Stage 1	-	-	-	-	-	-	457	457	-	361	361	-
Stage 2	-	-	-	-	-	-	364	366	-	516	495	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1248	-	-	1080	-	-	293	309	613	269	295	733
Stage 1	-	-	-	-	-	-	583	568	-	657	626	-
Stage 2	-	-	-	-	-	-	655	623	-	542	546	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1248	-	-	1080	-	-	284	299	613	228	286	733
Mov Cap-2 Maneuver	-	-	-	-	-	-	284	299	-	228	286	-
Stage 1	-	-	-	-	-	-	579	564	-	652	610	-
Stage 2	-	-	-	-	-	-	633	607	-	468	542	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.7			22.3			19.2		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	376	1248	-	-	1080	-	-	228	733			
HCM Lane V/C Ratio	0.454	0.005	-	-	0.025	-	-	0.081	0.008			
HCM Control Delay (s)	22.3	7.9	0	-	8.4	-	-	22.2	10			
HCM Lane LOS	C	A	A	-	A	-	-	C	B			
HCM 95th %tile Q(veh)	2.3	0	-	-	0.1	-	-	0.3	0			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future phase I a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	236	35	114	148	72	24	203	119	108	199	11
Future Volume (veh/h)	22	236	35	114	148	72	24	203	119	108	199	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	25	271	40	124	161	78	30	257	151	120	221	12
Peak Hour Factor	0.87	0.87	0.87	0.92	0.92	0.92	0.79	0.79	0.79	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	264	318	47	236	294	142	639	540	317	491	901	49
Arrive On Green	0.02	0.20	0.20	0.07	0.25	0.25	0.03	0.50	0.50	0.05	0.52	0.52
Sat Flow, veh/h	1781	1593	235	1753	1190	577	1781	1087	639	1753	1730	94
Grp Volume(v), veh/h	25	0	311	124	0	239	30	0	408	120	0	233
Grp Sat Flow(s),veh/h/ln	1781	0	1828	1753	0	1767	1781	0	1726	1753	0	1824
Q Serve(g_s), s	1.1	0.0	16.5	5.4	0.0	11.8	0.8	0.0	15.7	3.3	0.0	7.1
Cycle Q Clear(g_c), s	1.1	0.0	16.5	5.4	0.0	11.8	0.8	0.0	15.7	3.3	0.0	7.1
Prop In Lane	1.00		0.13	1.00		0.33	1.00		0.37	1.00		0.05
Lane Grp Cap(c), veh/h	264	0	365	236	0	436	639	0	857	491	0	949
V/C Ratio(X)	0.09	0.00	0.85	0.53	0.00	0.55	0.05	0.00	0.48	0.24	0.00	0.25
Avail Cap(c_a), veh/h	317	0	610	296	0	680	686	0	857	569	0	949
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.9	0.0	38.8	29.0	0.0	32.9	11.6	0.0	16.7	12.4	0.0	13.2
Incr Delay (d2), s/veh	0.2	0.0	6.0	1.8	0.0	1.1	0.0	0.0	1.9	0.3	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	7.9	2.4	0.0	5.1	0.3	0.0	6.4	1.3	0.0	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.0	0.0	44.8	30.8	0.0	34.0	11.7	0.0	18.6	12.6	0.0	13.9
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		336			363			438			353	
Approach Delay, s/veh		43.8			32.9			18.1			13.4	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.7	54.4	11.8	24.6	7.3	56.8	7.0	29.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.7	48.1	10.7	33.5	5.5	52.3	5.5	38.7				
Max Q Clear Time (g_c+I1), s	5.3	17.7	7.4	18.5	2.8	9.1	3.1	13.8				
Green Ext Time (p_c), s	0.1	2.9	0.1	1.6	0.0	1.5	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay			26.4									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future phase I a.m.

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	346	0	1	363
Future Vol, veh/h	0	7	346	0	1	363
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	384	0	1	395
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	781	384	0	0	384	0
Stage 1	384	-	-	-	-	-
Stage 2	397	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	363	664	-	-	1174	-
Stage 1	688	-	-	-	-	-
Stage 2	679	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	363	664	-	-	1174	-
Mov Cap-2 Maneuver	363	-	-	-	-	-
Stage 1	688	-	-	-	-	-
Stage 2	678	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.5	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	664	1174	-	
HCM Lane V/C Ratio	-	-	0.014	0.001	-	
HCM Control Delay (s)	-	-	10.5	8.1	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future phase I a.m.

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	163	215	13	41	69
Future Vol, veh/h	21	163	215	13	41	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	22	173	259	16	56	95
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	275	0	-	0	484	267
Stage 1	-	-	-	-	267	-
Stage 2	-	-	-	-	217	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1288	-	-	-	542	772
Stage 1	-	-	-	-	778	-
Stage 2	-	-	-	-	819	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1288	-	-	-	532	772
Mov Cap-2 Maneuver	-	-	-	-	532	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	819	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1288	-	-	-	661	
HCM Lane V/C Ratio	0.017	-	-	-	0.228	
HCM Control Delay (s)	7.8	0	-	-	12	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.9	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future phase I p.m.

Intersection												
Int Delay, s/veh	4.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	514	65	74	475	32	44	2	51	24	2	13
Future Vol, veh/h	9	514	65	74	475	32	44	2	51	24	2	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	98	98	98	94	94	94	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	530	67	76	485	33	47	2	54	32	3	17

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	518	0	0	597	0	0	1212	1218	530	1264	1269	502
Stage 1	-	-	-	-	-	-	548	548	-	654	654	-
Stage 2	-	-	-	-	-	-	664	670	-	610	615	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1048	-	-	980	-	-	159	181	549	146	168	569
Stage 1	-	-	-	-	-	-	521	517	-	456	463	-
Stage 2	-	-	-	-	-	-	450	455	-	482	482	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1048	-	-	980	-	-	142	165	549	121	153	569
Mov Cap-2 Maneuver	-	-	-	-	-	-	142	165	-	121	153	-
Stage 1	-	-	-	-	-	-	514	510	-	450	427	-
Stage 2	-	-	-	-	-	-	400	420	-	427	476	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.1			32			34.1		
HCM LOS							D			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	234	1048	-	-	980	-	-	123	569
HCM Lane V/C Ratio	0.441	0.009	-	-	0.077	-	-	0.282	0.03
HCM Control Delay (s)	32	8.5	0	-	9	-	-	45.4	11.5
HCM Lane LOS	D	A	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	2.1	0	-	-	0.2	-	-	1.1	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future phase I p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	190	43	160	287	69	75	344	231	136	240	30
Future Volume (veh/h)	35	190	43	160	287	69	75	344	231	136	240	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	44	238	54	186	334	80	82	378	254	151	267	33
Peak Hour Factor	0.80	0.80	0.80	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	159	277	63	277	372	89	578	497	334	318	809	100
Arrive On Green	0.03	0.19	0.19	0.10	0.25	0.25	0.04	0.48	0.48	0.06	0.50	0.50
Sat Flow, veh/h	1781	1475	335	1753	1458	349	1781	1027	690	1753	1606	199
Grp Volume(v), veh/h	44	0	292	186	0	414	82	0	632	151	0	300
Grp Sat Flow(s),veh/h/ln	1781	0	1810	1753	0	1807	1781	0	1717	1753	0	1805
Q Serve(g_s), s	2.1	0.0	17.0	8.9	0.0	24.1	2.5	0.0	32.7	4.7	0.0	10.8
Cycle Q Clear(g_c), s	2.1	0.0	17.0	8.9	0.0	24.1	2.5	0.0	32.7	4.7	0.0	10.8
Prop In Lane	1.00		0.18	1.00		0.19	1.00		0.40	1.00		0.11
Lane Grp Cap(c), veh/h	159	0	340	277	0	461	578	0	832	318	0	909
V/C Ratio(X)	0.28	0.00	0.86	0.67	0.00	0.90	0.14	0.00	0.76	0.48	0.00	0.33
Avail Cap(c_a), veh/h	222	0	489	301	0	572	590	0	832	365	0	909
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.2	0.0	42.8	31.2	0.0	39.2	13.2	0.0	22.9	18.4	0.0	16.1
Incr Delay (d2), s/veh	0.9	0.0	10.3	5.2	0.0	14.9	0.1	0.0	6.5	1.1	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	8.5	4.1	0.0	12.4	1.0	0.0	14.2	1.9	0.0	4.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.1	0.0	53.1	36.4	0.0	54.0	13.3	0.0	29.4	19.5	0.0	17.0
LnGrp LOS	D	A	D	D	A	D	B	A	C	B	A	B
Approach Vol, veh/h	336			600			714			451		
Approach Delay, s/veh	50.8			48.6			27.5			17.8		
Approach LOS	D			D			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	57.2	15.5	24.9	9.1	59.3	8.2	32.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.6	50.5	12.5	29.4	5.3	54.8	7.5	34.4				
Max Q Clear Time (g_c+l1), s	6.7	34.7	10.9	19.0	4.5	12.8	4.1	26.1				
Green Ext Time (p_c), s	0.1	4.1	0.1	1.2	0.0	2.0	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay	35.2											
HCM 6th LOS	D											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future phase I p.m.

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	2	632	5	6	435
Future Vol, veh/h	4	2	632	5	6	435
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	4	680	5	6	448
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1143	683	0	0	685	0
Stage 1	683	-	-	-	-	-
Stage 2	460	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	221	449	-	-	908	-
Stage 1	502	-	-	-	-	-
Stage 2	636	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	449	-	-	908	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	502	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	19.4	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	264	908	-	
HCM Lane V/C Ratio	-	-	0.051	0.007	-	
HCM Control Delay (s)	-	-	19.4	9	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future phase I p.m.

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	29	291	233	50	30	38
Future Vol, veh/h	29	291	233	50	30	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	33	334	256	55	33	42
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	311	0	-	0	684	284
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	400	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1249	-	-	-	414	755
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	677	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1249	-	-	-	401	755
Mov Cap-2 Maneuver	-	-	-	-	401	-
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	677	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1249	-	-	-	543	
HCM Lane V/C Ratio	0.027	-	-	-	0.139	
HCM Control Delay (s)	8	0	-	-	12.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out a.m.

Intersection												
Int Delay, s/veh	6.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	477	42	35	300	9	86	3	95	13	0	4
Future Vol, veh/h	7	477	42	35	300	9	86	3	95	13	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	88	88	88	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	7	492	43	39	333	10	98	3	108	20	0	6

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	343	0	0	535	0	0	925	927	492	999	965	338
Stage 1	-	-	-	-	-	-	506	506	-	416	416	-
Stage 2	-	-	-	-	-	-	419	421	-	583	549	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1216	-	-	1033	-	-	250	268	577	222	255	704
Stage 1	-	-	-	-	-	-	549	540	-	614	592	-
Stage 2	-	-	-	-	-	-	612	589	-	498	516	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1216	-	-	1033	-	-	239	256	577	172	243	704
Mov Cap-2 Maneuver	-	-	-	-	-	-	239	256	-	172	243	-
Stage 1	-	-	-	-	-	-	545	536	-	609	570	-
Stage 2	-	-	-	-	-	-	584	567	-	399	512	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.9			30.6			24.3		
HCM LOS							D			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	343	1216	-	-	1033	-	-	172	704
HCM Lane V/C Ratio	0.61	0.006	-	-	0.038	-	-	0.116	0.009
HCM Control Delay (s)	30.6	8	0	-	8.6	-	-	28.7	10.2
HCM Lane LOS	D	A	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	3.8	0	-	-	0.1	-	-	0.4	0

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future full build-out a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	264	39	109	173	89	27	224	126	123	220	12
Future Volume (veh/h)	24	264	39	109	173	89	27	224	126	123	220	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	28	303	45	118	188	97	34	284	159	137	244	13
Peak Hour Factor	0.87	0.87	0.87	0.92	0.92	0.92	0.79	0.79	0.79	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	248	350	52	227	304	157	601	529	296	450	876	47
Arrive On Green	0.03	0.22	0.22	0.07	0.26	0.26	0.03	0.48	0.48	0.06	0.51	0.51
Sat Flow, veh/h	1781	1591	236	1753	1163	600	1781	1108	621	1753	1732	92
Grp Volume(v), veh/h	28	0	348	118	0	285	34	0	443	137	0	257
Grp Sat Flow(s),veh/h/ln	1781	0	1828	1753	0	1762	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.2	0.0	18.8	5.1	0.0	14.6	1.0	0.0	18.4	4.0	0.0	8.3
Cycle Q Clear(g_c), s	1.2	0.0	18.8	5.1	0.0	14.6	1.0	0.0	18.4	4.0	0.0	8.3
Prop In Lane	1.00		0.13	1.00		0.34	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	248	0	402	227	0	460	601	0	825	450	0	922
V/C Ratio(X)	0.11	0.00	0.87	0.52	0.00	0.62	0.06	0.00	0.54	0.30	0.00	0.28
Avail Cap(c_a), veh/h	289	0	617	288	0	688	639	0	825	536	0	922
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.0	0.0	38.4	28.8	0.0	33.3	12.8	0.0	18.8	13.8	0.0	14.5
Incr Delay (d2), s/veh	0.2	0.0	8.0	1.8	0.0	1.4	0.0	0.0	2.5	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	9.2	2.2	0.0	6.3	0.4	0.0	7.7	1.6	0.0	3.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.2	0.0	46.4	30.6	0.0	34.6	12.8	0.0	21.3	14.2	0.0	15.3
LnGrp LOS	C	A	D	C	A	C	B	A	C	B	A	B
Approach Vol, veh/h		376			403			477			394	
Approach Delay, s/veh		45.2			33.5			20.7			14.9	
Approach LOS		D			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.5	53.3	11.5	27.0	7.6	56.2	7.2	31.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.0	46.0	10.5	34.5	5.3	51.7	5.1	39.9				
Max Q Clear Time (g_c+I1), s	6.0	20.4	7.1	20.8	3.0	10.3	3.2	16.6				
Green Ext Time (p_c), s	0.1	3.1	0.1	1.8	0.0	1.7	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay			28.0									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future full build-out a.m.

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	8	377	6	1	383
Future Vol, veh/h	21	8	377	6	1	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	26	10	419	7	1	416
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	841	423	0	0	426	0
Stage 1	423	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	335	631	-	-	1133	-
Stage 1	661	-	-	-	-	-
Stage 2	664	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	335	631	-	-	1133	-
Mov Cap-2 Maneuver	335	-	-	-	-	-
Stage 1	661	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	15.3	0	0			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	385	1133	-	
HCM Lane V/C Ratio	-	-	0.094	0.001	-	
HCM Control Delay (s)	-	-	15.3	8.2	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.3	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future full build-out a.m.

Intersection						
Int Delay, s/veh	3.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	26	180	237	20	62	83
Future Vol, veh/h	26	180	237	20	62	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	80	80
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	28	191	286	24	78	104
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	310	0	-	0	545	298
Stage 1	-	-	-	-	298	-
Stage 2	-	-	-	-	247	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1250	-	-	-	499	741
Stage 1	-	-	-	-	753	-
Stage 2	-	-	-	-	794	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1250	-	-	-	487	741
Mov Cap-2 Maneuver	-	-	-	-	487	-
Stage 1	-	-	-	-	734	-
Stage 2	-	-	-	-	794	-
Approach	EB	WB		SB		
HCM Control Delay, s	1	0		13.5		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1250	-	-	-	606	
HCM Lane V/C Ratio	0.022	-	-	-	0.299	
HCM Control Delay (s)	7.9	0	-	-	13.5	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	1.3	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out p.m.

Intersection												
Int Delay, s/veh	7.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Future Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	99	99	99	96	96	96	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	585	61	126	529	35	43	3	85	36	4	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	564	0	0	646	0	0	1414	1419	585	1477	1463	547
Stage 1	-	-	-	-	-	-	603	603	-	799	799	-
Stage 2	-	-	-	-	-	-	811	816	-	678	664	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	939	-	-	115	137	511	104	129	537
Stage 1	-	-	-	-	-	-	486	488	-	379	398	-
Stage 2	-	-	-	-	-	-	373	391	-	442	458	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1008	-	-	939	-	-	96	117	511	75	110	537
Mov Cap-2 Maneuver	-	-	-	-	-	-	96	117	-	75	110	-
Stage 1	-	-	-	-	-	-	479	481	-	374	345	-
Stage 2	-	-	-	-	-	-	307	339	-	361	452	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.7			49.4			66.7		
HCM LOS							E			F		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	205	1008	-	-	939	-	-	77	537
HCM Lane V/C Ratio	0.64	0.009	-	-	0.134	-	-	0.519	0.037
HCM Control Delay (s)	49.4	8.6	0	-	9.4	-	-	94	12
HCM Lane LOS	E	A	A	-	A	-	-	F	B
HCM 95th %tile Q(veh)	3.8	0	-	-	0.5	-	-	2.2	0.1

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out p.m. with mitigation

Intersection												
Int Delay, s/veh	6.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰	↱		↰	↱
Traffic Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Future Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	100	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	99	99	99	96	96	96	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	585	61	126	529	35	43	3	85	36	4	20
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	564	0	0	646	0	0	1414	1419	585	1477	1463	547
Stage 1	-	-	-	-	-	-	603	603	-	799	799	-
Stage 2	-	-	-	-	-	-	811	816	-	678	664	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	939	-	-	115	137	511	104	129	537
Stage 1	-	-	-	-	-	-	486	488	-	379	398	-
Stage 2	-	-	-	-	-	-	373	391	-	442	458	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1008	-	-	939	-	-	96	117	511	75	110	537
Mov Cap-2 Maneuver	-	-	-	-	-	-	96	117	-	75	110	-
Stage 1	-	-	-	-	-	-	479	481	-	374	345	-
Stage 2	-	-	-	-	-	-	307	339	-	361	452	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.7			33.8			66.7		
HCM LOS							D			F		
Minor Lane/Major Mvmt	NBLn1 NBLn2		EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2		
Capacity (veh/h)	97	511	1008	-	-	939	-	-	77	537		
HCM Lane V/C Ratio	0.473	0.167	0.009	-	-	0.134	-	-	0.519	0.037		
HCM Control Delay (s)	71.7	13.5	8.6	0	-	9.4	-	-	94	12		
HCM Lane LOS	F	B	A	A	-	A	-	-	F	B		
HCM 95th %tile Q(veh)	2	0.6	0	-	-	0.5	-	-	2.2	0.1		

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future full build-out p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	213	47	164	319	80	83	379	232	157	265	34
Future Volume (veh/h)	39	213	47	164	319	80	83	379	232	157	265	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	49	266	59	191	371	93	91	416	255	174	294	38
Peak Hour Factor	0.80	0.80	0.80	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	156	320	71	285	405	102	522	485	297	267	769	99
Arrive On Green	0.03	0.22	0.22	0.10	0.28	0.28	0.04	0.45	0.45	0.07	0.48	0.48
Sat Flow, veh/h	1781	1482	329	1753	1443	362	1781	1068	655	1753	1597	206
Grp Volume(v), veh/h	49	0	325	191	0	464	91	0	671	174	0	332
Grp Sat Flow(s),veh/h/ln	1781	0	1811	1753	0	1805	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.4	0.0	19.3	9.2	0.0	27.9	3.0	0.0	39.1	5.8	0.0	13.1
Cycle Q Clear(g_c), s	2.4	0.0	19.3	9.2	0.0	27.9	3.0	0.0	39.1	5.8	0.0	13.1
Prop In Lane	1.00		0.18	1.00		0.20	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	156	0	391	285	0	507	522	0	782	267	0	869
V/C Ratio(X)	0.31	0.00	0.83	0.67	0.00	0.92	0.17	0.00	0.86	0.65	0.00	0.38
Avail Cap(c_a), veh/h	181	0	476	305	0	587	540	0	782	292	0	869
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.4	0.0	42.1	30.5	0.0	39.1	15.5	0.0	27.4	22.9	0.0	18.5
Incr Delay (d2), s/veh	1.1	0.0	10.0	5.1	0.0	17.6	0.2	0.0	11.7	4.5	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	9.6	4.2	0.0	14.7	1.2	0.0	18.1	2.6	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.6	0.0	52.1	35.6	0.0	56.7	15.7	0.0	39.2	27.5	0.0	19.8
LnGrp LOS	D	A	D	D	A	E	B	A	D	C	A	B
Approach Vol, veh/h	374			655			762			506		
Approach Delay, s/veh	49.9			50.5			36.3			22.4		
Approach LOS	D			D			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.4	55.5	15.7	28.8	9.3	58.6	8.4	36.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	50.5	12.5	29.5	5.9	54.1	5.5	36.5				
Max Q Clear Time (g_c+I1), s	7.8	41.1	11.2	21.3	5.0	15.1	4.4	29.9				
Green Ext Time (p_c), s	0.1	3.3	0.1	1.2	0.0	2.2	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay	39.5											
HCM 6th LOS	D											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future full build-out p.m.

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	3	674	34	7	467
Future Vol, veh/h	21	3	674	34	7	467
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	28	4	725	37	7	481
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1239	744	0	0	762	0
Stage 1	744	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	194	415	-	-	850	-
Stage 1	470	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	192	415	-	-	850	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	470	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	25.7	0	0.1			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	206	850	-	
HCM Lane V/C Ratio	-	-	0.155	0.008	-	
HCM Control Delay (s)	-	-	25.7	9.3	-	
HCM Lane LOS	-	-	D	A	-	
HCM 95th %tile Q(veh)	-	-	0.5	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future full build-out p.m.

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	42	322	257	64	39	48
Future Vol, veh/h	42	322	257	64	39	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	91	91
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	48	370	282	70	43	53
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	352	0	-	0	783	317
Stage 1	-	-	-	-	317	-
Stage 2	-	-	-	-	466	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1207	-	-	-	362	724
Stage 1	-	-	-	-	738	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1207	-	-	-	344	724
Mov Cap-2 Maneuver	-	-	-	-	344	-
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	632	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		14.3		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1207	-	-	-	484	
HCM Lane V/C Ratio	0.04	-	-	-	0.198	
HCM Control Delay (s)	8.1	0	-	-	14.3	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.7	

Appendix F

Programmed System Improvement Information Sheets

2050 Regional Transportation Plan 2020 Update

Project Name SR 13 From Radford road to South of SR 53	GHMPO No. GH-033	GDOT No. 0001822
	County Hall	City Oakwood/Flowery Bra
Local Rd. Name Falcon Pkwy	GDOT District 1	Cong. District 9
US/State Rd. Name SR 13	Map ID 33	RC GMRC

Project Description

The widening from two to four lanes of SR 13/ Falcon Parkway (Atlanta Highway) from Radford Road to south of SR 53/Winder Highway.

Improvement Type Widening **Regionally Significant** Yes **Capacity Adding** Yes **Funding Source** GDOT

Project Intent

To improve mobility and decrease congestion along this important north/south link in the southwestern section of Hall County.

Project Termini From Radford Road To SR 53/Winder Highway	Length (miles) 4.0	
	Exist. Lanes 2	Future Lanes 4
Bike / Ped. Sidewalks, bike lanes on State Bike Route 55	Exist. Vol. 5,500 (2015)	Design Vol. 9,280 (2050)
Connectivity I-985		
Network Year 2050+	LRTP Project Tier: Project Band 4 - Unfunded	Open to Traffic Date 2050+

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
Precons	Pre-Engineering	L200		\$1,098,873	\$4,395,493	\$0	
Precons	Right-of-Way	L200	\$0	\$4,664,340	\$18,657,362	\$0	\$23,321,702
Precons	Construction	L200	\$0	\$13,735,915	\$54,943,660	\$0	\$68,679,575
Precons	Utilities	L1C0	\$0	\$1,774,964	\$7,099,857	\$0	\$8,874,821
		TOTAL	\$0	\$21,274,092	\$85,096,372	\$0	\$100,876,098



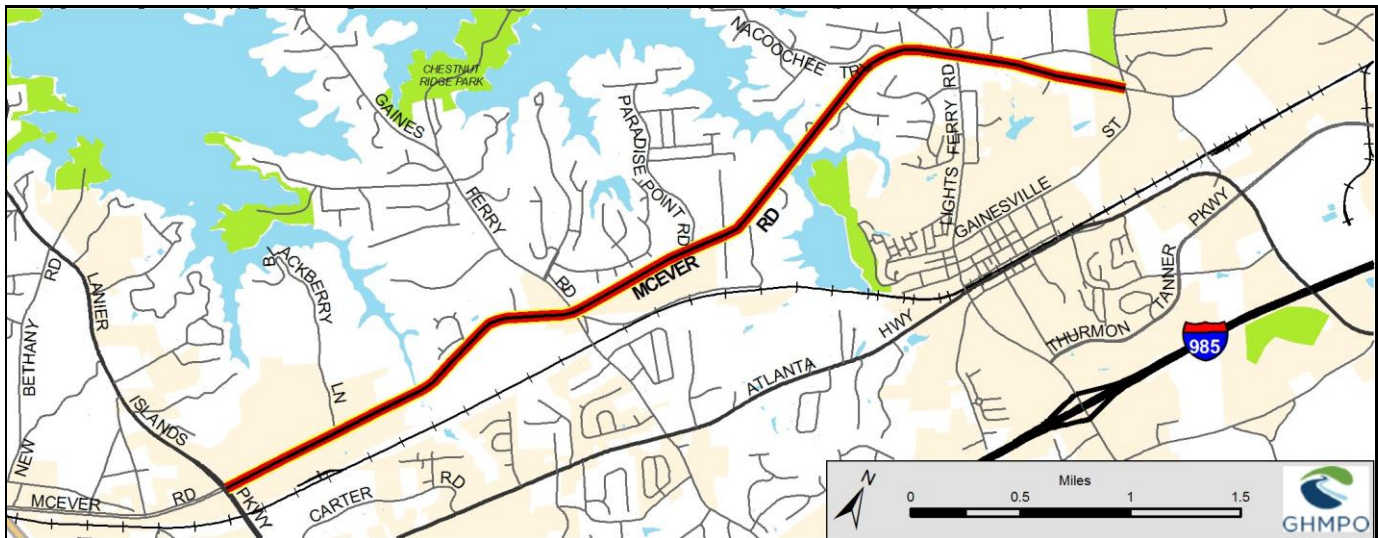
2050 Regional Transportation Plan 2020 Update

Project Name McEver Road From SR 347/Lanier Islands Parkway To CS 537/Gainesville Street	GHMPO No. GH-084	GDOT No. 0001821
	County Hall	City Buford, Flowery Branch
Local Rd. Name McEver Rd	GDOT District 1	Cong. District 9
US/State Rd. Name N/A	Map ID 84	RC GMRC

Project Description McEver Road from SR 347/Lanier Islands Parkway to CS 537/Gainesville Street			
Improvement Type Widening	Regionally Significant Yes	Capacity Adding Yes	Funding Source Split
Project Intent Improve access to a rapidly growing area in Hall County.			

Project Termini From Lanier islands pkwy To Gainesville St	Length (miles) 5.1	
	Exist. Lanes 2	Future Lanes 4
Bike / Ped. Sidewalks, bike lanes recommended	Exist. Vol. 3,560 (2015)	Design Vol. 9,530 (2050)
Connectivity SR 347/Lanier Islands Pkwy		
Network Year 2040	LRTP Project Tier: Project band 3 (2031-2040)	Open to Traffic Date 2034

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2019	Pre-Engineering	LOCAL	\$2,753,516	\$671,304	\$2,685,216	\$0	\$6,110,036
LR	Right-of-Way	LOCAL	\$2,880,888	\$0	\$0	\$0	\$2,880,888
LR	Construction	State/Federal	\$0	\$10,855,041	\$43,420,166	\$0	\$54,275,207
LR	Utilities	LOCAL	\$15,505,732	\$0	\$0	\$0	\$15,505,732
		TOTAL	\$21,140,136	\$11,526,345	\$46,105,382	\$0	\$78,771,863



2050 Regional Transportation Plan 2020 Update

Project Name SR 13 at I-985 & At cr 527/Thurmon Tanner Pkwy	GHMPO No. GH-129	GDOT No. 0016616
	County Hall	City Flowery Branch
Local Rd. Name Atlanta Hwy, Falcon Pkwy	GDOT District 1	Cong. District 9
US/State Rd. Name SR 13	Map ID	RC GMRC

Project Description

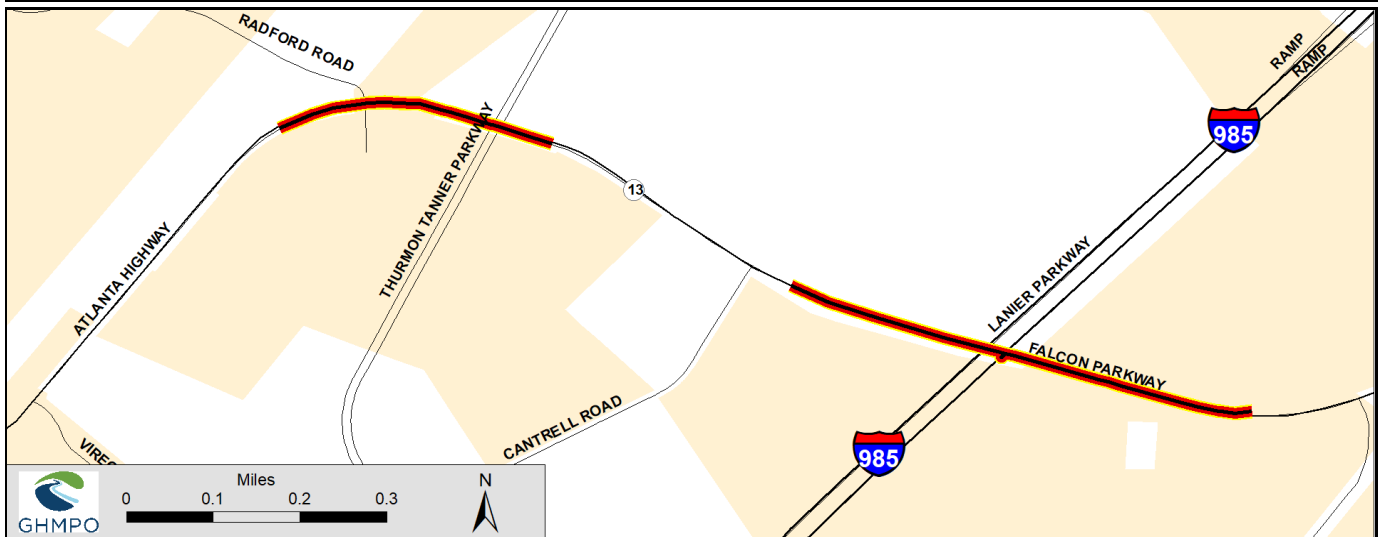
This project will add turning capacity to Thurmon Tanner Pkwy by converting the existing thru lane into a thru-right lane on I-985 Off-ramp by shifting and narrowing the median. These changes will increase capacity.

Improvement Type Operations **Regionally Significant** Yes **Capacity Adding** Yes **Funding Source** GDOT

Project Intent

Project Termini	From Just West of Radford Road	Length (miles) .8	
	To Just East of I-985	Exist. Lanes N/A	Future Lanes N/A
Bike / Ped.		Exist. Vol. 4,605 (2015)	Design Vol. 8,000 (2050)
Connectivity I-985			
Network Year 2040	LRTP Project Tier: Project Band 3 (2031-2040)	Open to Traffic Date (2031-	

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2021	Utilities	HB 170	\$0	\$86,364	\$0	\$0	\$86,364
2021	Construction	HB 170	\$0	\$719,701	\$0	\$0	\$719,701
Auth.	Pre-Engineering		\$0	\$0	\$0	\$0	\$0
Auth.	Right-of-Way		\$0	\$0	\$0	\$0	\$0
		TOTAL	\$0	\$806,065	\$0	\$0	\$806,065



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 625

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 9.8+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5558 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002008A AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 9.8. +/- acre tract of land identified as tax parcel 08117 002008A; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

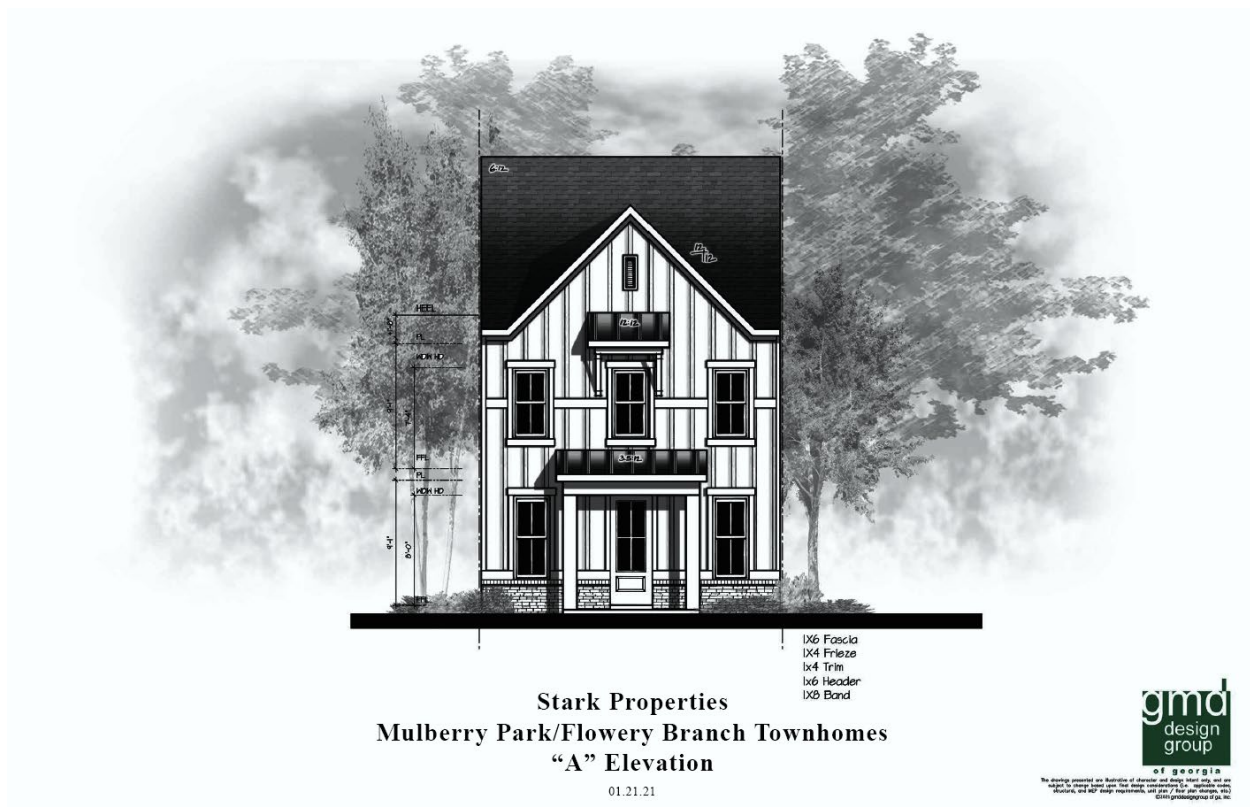
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

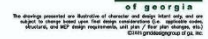
1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:





01.21.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX6 Band





01.22.21



The drawings presented are illustrative of character and design intent only, are subject to change based upon final design considerations (i.e., applicable code structure, and NEC design requirements, will plan / fee plan changes).



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 codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.)

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the MILLER "B"



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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 626

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 28.54+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002016D AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 28.54. +/- acre tract of land identified as tax parcel 08117 002016D; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

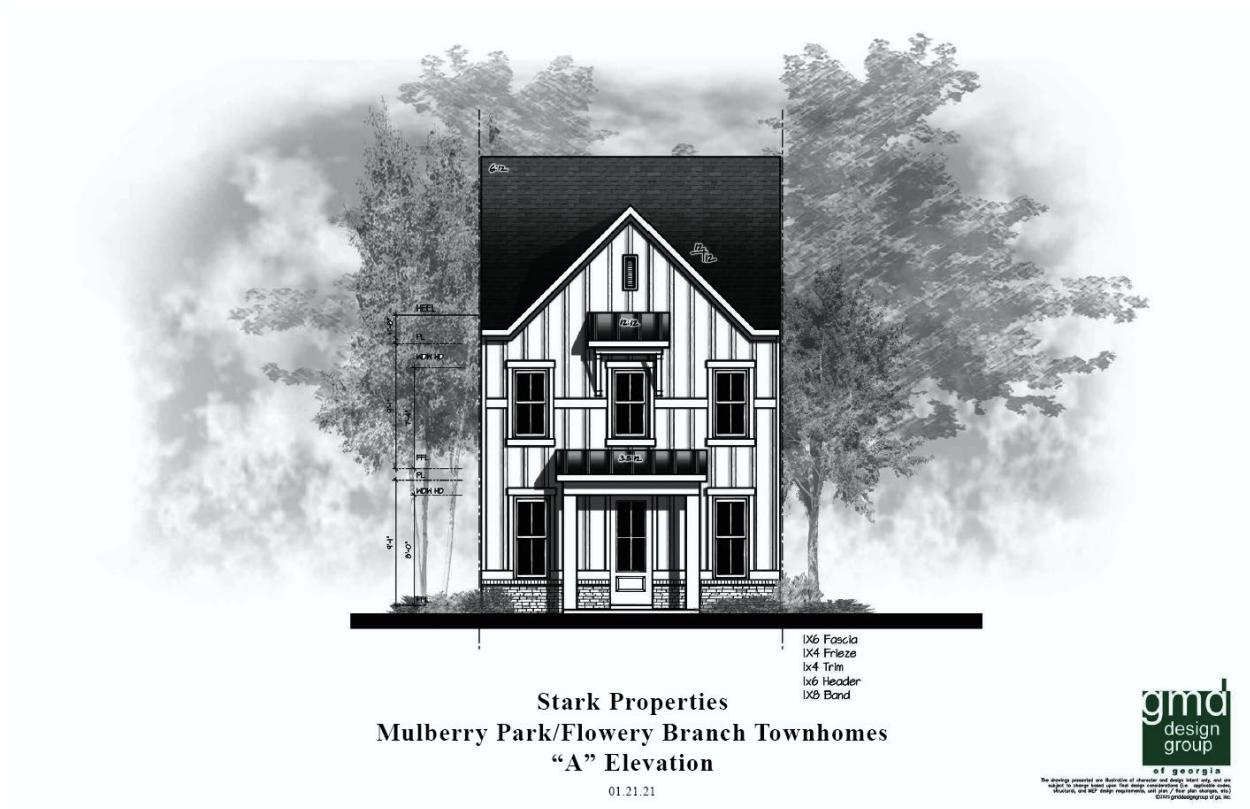
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:







01.21.21



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.)

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

01.22.21

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



of georgia
The drawings presented are illustrations of concepts and design ideas only and are subject to change without notice. They are not to be used for construction, site, structure, mechanical, electrical, and/or other design requirements. All other drawings, etc.
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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 627

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 7.63+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5675 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002016B AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 7.63+/- acre tract of land identified as tax parcel 08117 002016B; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

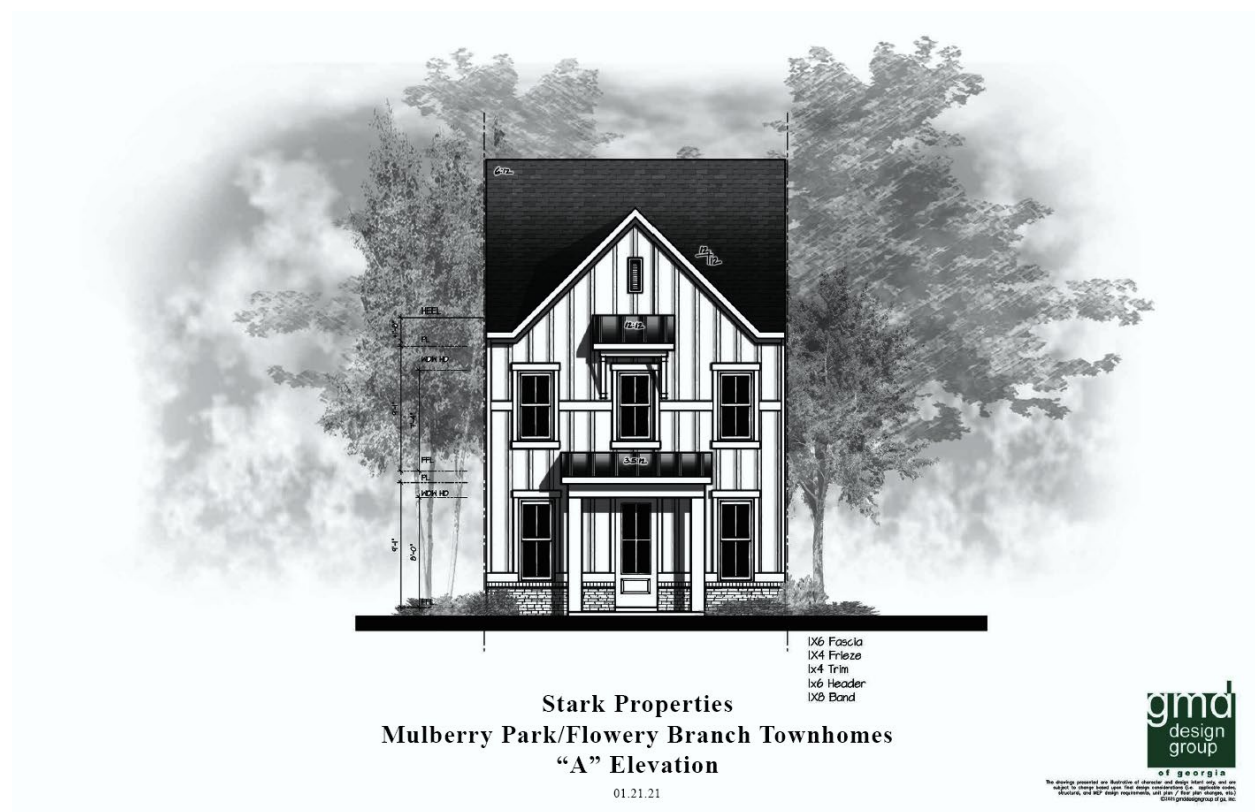
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Public Hearing Published
Public Hearing

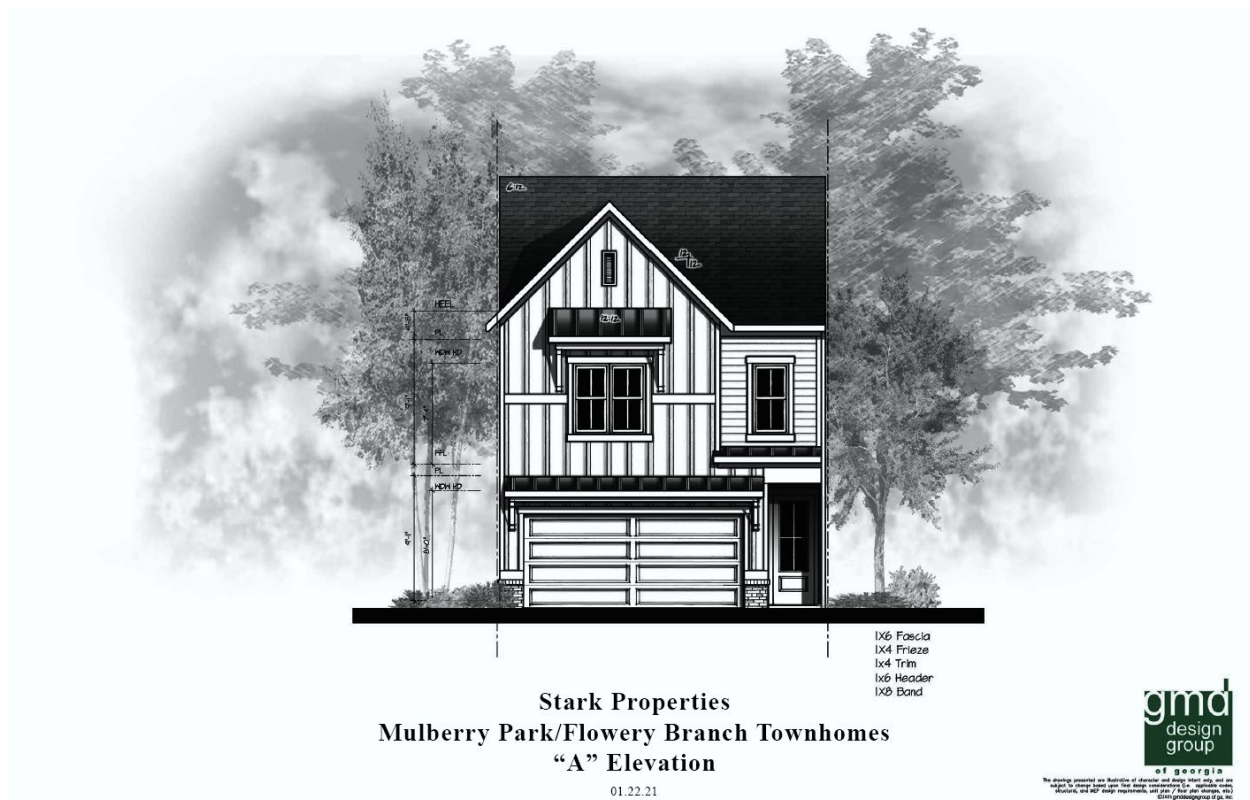
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



01.22.21



The drawings presented are illustrative of character and design intent only, are subject to change based upon final design considerations (i.e. applicable structures), and MEP design requirements, wall plan / floor plan changes, etc.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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the MILLER "B"



ORDINANCE 628

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 2.52 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002061 AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 2.52+/- acre tract of land identified as tax parcel 08117 002016; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

01/13/2021
03/04/2021

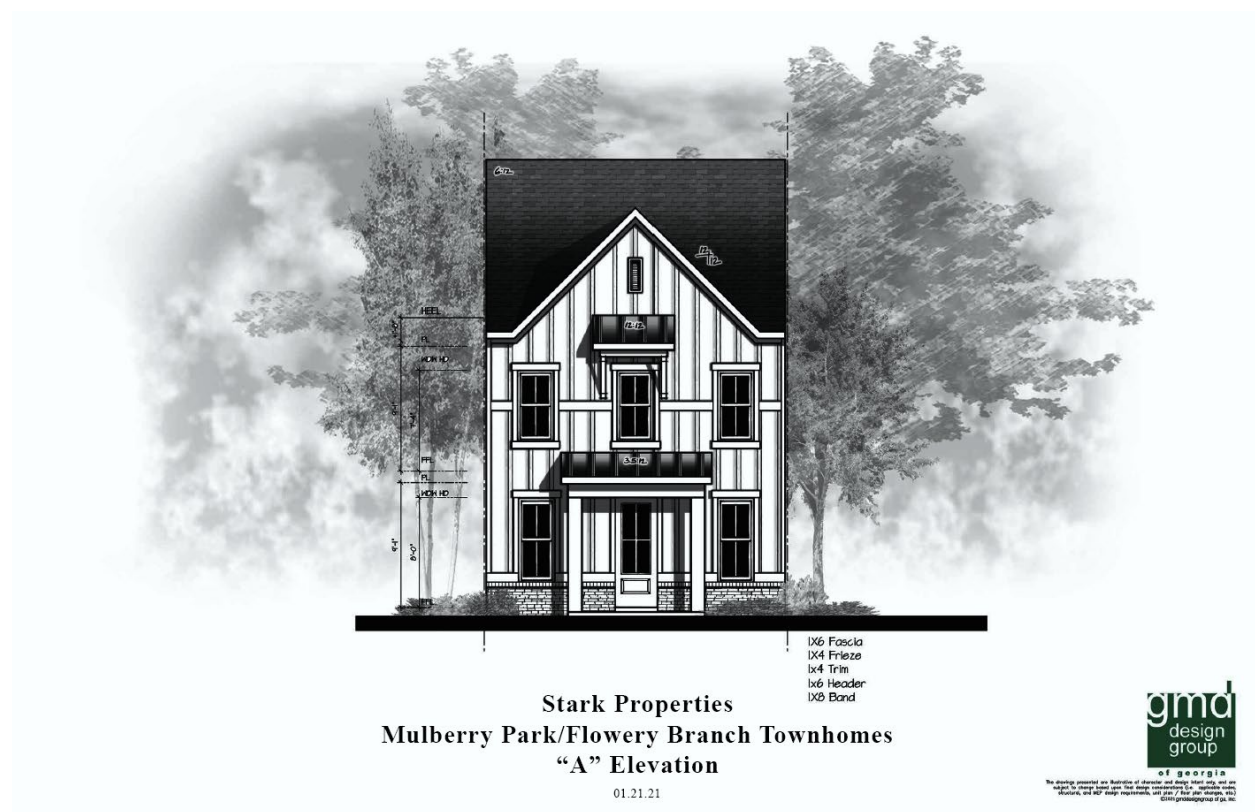
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



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

01.21.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.)

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

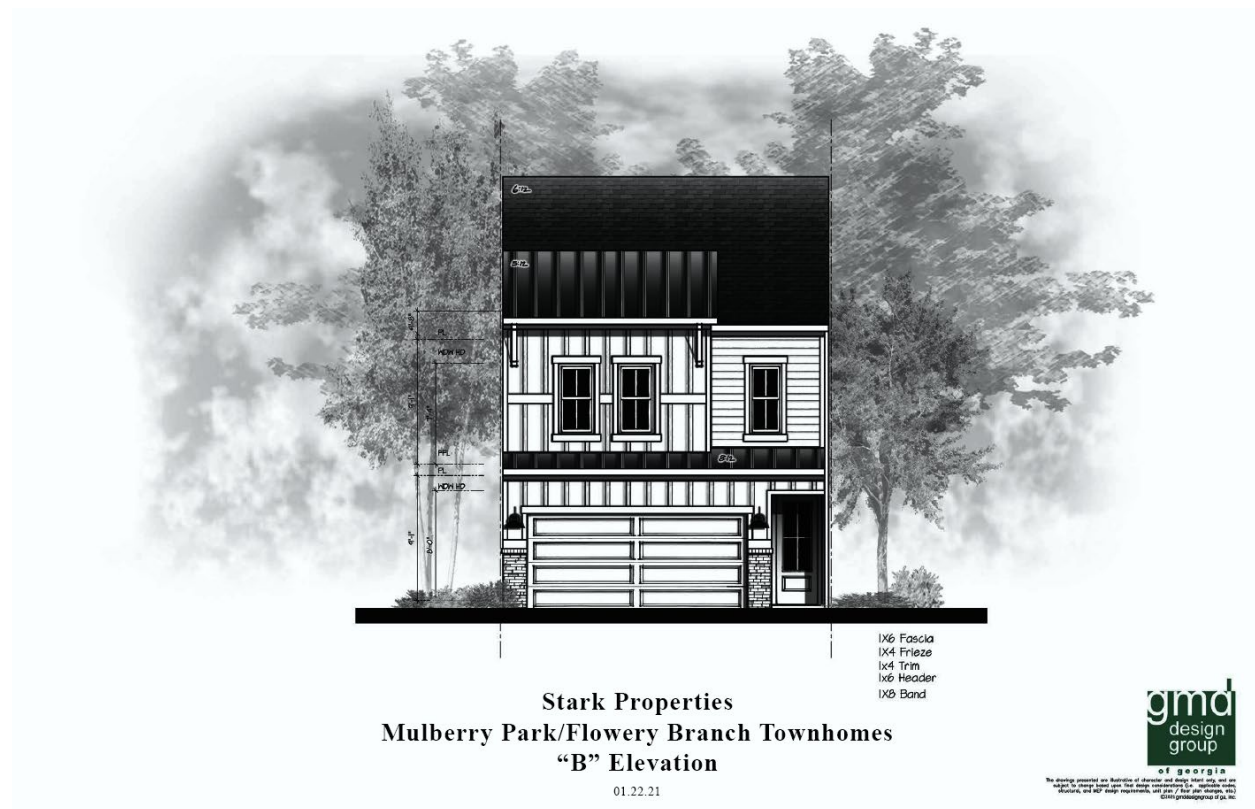


Public Hearing Published
Public Hearing

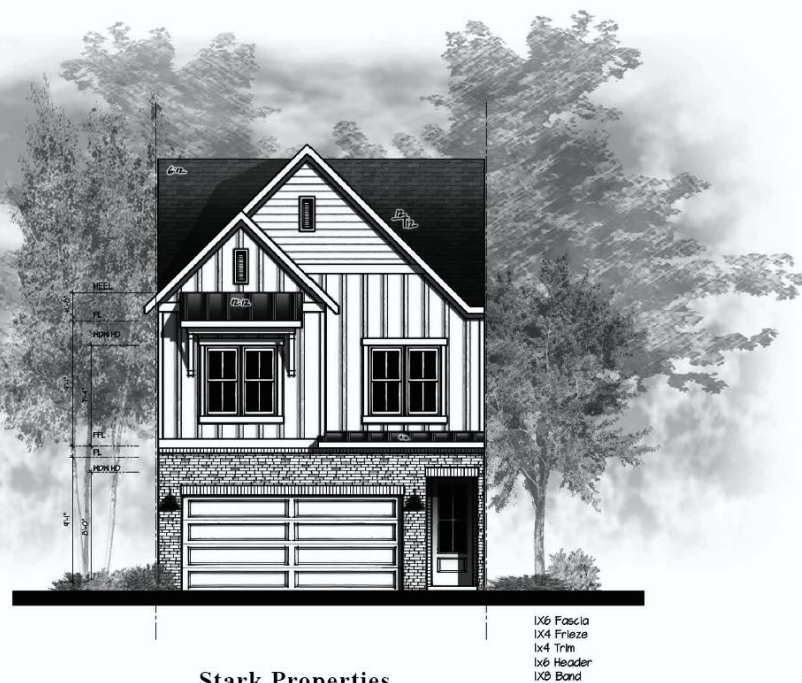
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



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

01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, wall plan / floor plan changes, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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ORDINANCE 629

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 38.84 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5692 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002001 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 38.84+/- acre tract of land identified as tax parcel 08117 002001; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit “A”

Exhibit “B”

Exhibit “C”

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

ORDINANCE 630

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 33.15 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 000006 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 33.15+/- acre tract of land identified as tax parcel 08117 00006; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
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SECTION 4. SEVERABILITY.

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SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit “A”

Exhibit “B”

Exhibit “C”

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Appraisals and Approval of Values for the Exchange of Real Property between the City of Flowery Branch and Heritage Group Homes, LLC.

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The City of Flowery Branch (“City”) and Winterset Holdings, LLC (“Winterset”) entered into a real estate exchange agreement on January 27, 2020. The approximately 1.206 ± acre property to be exchanged by Winterset consists of the four lots included in the block bounded by Mitchell, Spring, Church and Chestnut Streets. The approximately 1.406 ± acre property to be exchanged by the City is located at 5702 Main Street and was the site of the former Mooney Manufacturing buildings. The original agreement contemplated that the exchange would close on or before May 29, 2020 assuming Winterset could delivery possession of its property without tenants. In an effort to meet that that closing deadline, the city council took up the initial consideration and approval of the zoning for the development contemplated by Winterset for Mooney Manufacturing site. But with the Coronavirus pandemic’s impact on Winterset’s ability to transition the tenants, the real estate exchange contemplated by the agreement was not consummated and the agreement has expired. The City and Winterset, however, remained interested in renewing the real estate exchange agreement which is the subject of this agenda item. The terms of the agreement remain the same as the original except that Winterset is being replaced by a related entity – Heritage Homes Group, LLC (“Heritage”), and the closing deadline for the exchange is now set for no later than May 14, 2021. Staff recommends approval of the new real estate exchange agreement between the City and Heritage.

FACTS AND ISSUES:

State law requires the City Council to approve the value of the property involved in a real estate exchange. The appraisals of the subject properties show that the property to be exchanged by Heritage Group Homes equals or exceeds the value of the property to be exchanged by the City. Accordingly, the exchange would be compliant with State law, and Staff recommends the approval of values set forth in the appraisals.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Appraisal - 5410 Chestnut 130000 9-6-2019.pdf](#)
- [Appraisal - 5304 Church 297000 9-6-2019.pdf](#)
- [Appraisal - 5405 Mitchell 128000 9-6-2019.pdf](#)
- [5702 Main Street Flowery Branch.pdf](#)
- [Appraisal - 5314 Chestnut 75000 9-2019.pdf](#)

APPRAISAL OF REAL PROPERTY



LOCATED AT

5410 Chestnut St
Flowery Branch, GA 30542
LL 112, District 8, Hall Co.

FOR

Renasant Bank
209 Troy Street
Tupelo, MS 38804

OPINION OF VALUE

130,000

AS OF

09/03/2019

BY

Larry Sarchenko
Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483
lsarchenko@pendleyappraisers.com

Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483

09/12/2019

Renasant Bank
Tupelo MS
209 Troy Street
Tupelo, MS 38804

Re: Property: 5410 Chestnut St
Flowery Branch, GA 30542
Borrower: Heritage Builders Group, LLC Chris Hill
File No.: 192011r

Opinion of Value: \$ 130,000
Effective Date: 09/03/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Larry Sarchenko
License or Certification #: L240391
State: GA Expires: 03/31/2020
lsarchenko@pendleyappraisers.com

Uniform Residential Appraisal Report

19-54020
File # 192011r

SALES COMPARISON APPROACH

There are 27 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 75,000 to \$ 425,000 .														
There are 21 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 65,000 to \$ 419,000 .														
FEATURE			SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address 5410 Chestnut St Flowery Branch, GA 30542			5831 Church St Flowery Branch, GA 30542			5248 Gainesville St Flowery Branch, GA 30542			4210 Walnut Cir Flowery Branch, GA 30542					
Proximity to Subject			0.47 miles SW			0.39 miles N			3.76 miles E					
Sale Price			\$ 515,000			\$ 91,000			\$ 120,500			\$ 198,900		
Sale Price/Gross Liv. Area			\$ 320.47 sq.ft.			\$ 67.01 sq.ft.			\$ 88.73 sq.ft.			\$ 131.29 sq.ft.		
Data Source(s)			FMLS#6073315;DOM 1			FMLS#6104650;DOM 2			FMLS#6525968;DOM 1					
Verification Source(s)			Cnty Tax;Public Rec/Realist			Pub Rec/CompFlo/Realist			Cnty Tax;Public Rec/Realist					
VALUE ADJUSTMENTS			DESCRIPTION			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment		
Sales or Financing Concessions			ArmLth Conv;0			ArmLth Conv;0			ArmLth Conv;4000					
Date of Sale/Time			s10/18;c09/18			s10/18;c09/18			s04/19;c03/19					
Location			N;Res;			N;Res;			N;Res;					
Leasehold/Fee Simple			Fee Simple			Fee Simple			Fee Simple					
Site			11,448 sf			23,087 sf			30,492 sf			24,394 sf		
View			N;Res;			N;Res;			N;Res;					
Design (Style)			DT1;Ranch			DT1;Ranch			DT1;Ranch					
Quality of Construction			Q4			Q4			Q4					
Actual Age			99			71			89			46		
Condition			C4			C4			C4			C3		
Above Grade			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count			6 3 1.0			5 3 1.1			5 2 2.0			5 3 2.0		
Gross Living Area			1,607 sq.ft.			1,358 sq.ft.			1,358 sq.ft.			1,515 sq.ft.		
Basement & Finished Rooms Below Grade			0sf			0sf			0sf			0sf		
Functional Utility			Avg Utility			Avg Utility			Avg Utility			Avg Utility		
Heating/Cooling			CFWA/Cent			CFWA/Cent			CFWA/Cent			CFWA/Cent		
Energy Efficient Items			Stnd Insl			Stnd Insl			Stnd Insl			Stnd Insl		
Garage/Carport			2dw			2dw			2dw			2cp2dw		
Porch/Patio/Deck			Por/CvdPt			Por/ScrPr			Porch,Patio			Porch/Deck		
Fireplace			1F/P			None			1F/P			1F/P		
Fence/Pool			None			Fence/Shed			None			None		
Net Adjustment (Total)						+ - \$ 7,200			+ - \$ 7,200			+ - \$ -41,000		
Adjusted Sale Price of Comparables						Net Adj. 7.9 % Gross Adj. 16.7 %			Net Adj. 6.0 % Gross Adj. 14.3 %			Net Adj. 20.6 % Gross Adj. 20.6 %		
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain The sales/transfer history of the subject and each of comparables is listed below.														
My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.														
Data Source(s) Realist/Cnty Rcrds														
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.														
Data Source(s) Realist/Cnty Rcrds														
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).														
ITEM			SUBJECT			COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3		
Date of Prior Sale/Transfer			10/22/2018											
Price of Prior Sale/Transfer			\$0											
Data Source(s)			Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds		
Effective Date of Data Source(s)			09/06/2019			09/06/2019			09/06/2019			09/06/2019		
Analysis of prior sale or transfer history of the subject property and comparable sales The subject was part of a multi sale transaction on 10/22/2018, 10/19/2018 and 09/10/2018 for \$0.00. No other sales/transaction were noted within the past three years. No sales/transfers were noted on the comparables within the past twelve months.														
Summary of Sales Comparison Approach See Additional Comments on page (3).														
Indicated Value by Sales Comparison Approach \$ 130,000														
Indicated Value by: Sales Comparison Approach \$ 130,000 Cost Approach (if developed) \$ Income Approach (if developed) \$														
The Sales Comparison Approach was given the most weight since it best reflects the actions of the buyers and sellers in the market. The Cost Approach was not considered due to the subject's age.The Income Approach was not considered to be applicable and therefore, it was not utilized within this report. Equal weight was given to all comparables in the final reconciliation of value.														
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: This appraisal is made as-is.														
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 130,000 ,as of 09/03/2019 , which is the date of inspection and the effective date of this appraisal.														

RECONCILIATION

Uniform Residential Appraisal Report

19-54020
File # 192011r

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

"My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers board." [Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006]

The intended user of this appraisal report is the Lender/Client and their assignees. The intended use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form and definition of market value. No additional intended users are identified by the appraiser.

I have no current or prospective interest in the subject property or the parties involved; and no services were performed by the appraiser within the past three year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free from influence from the client, client's representatives, borrower, or any other party to the transaction.

Exposure time is the length of time a property would have been offered for sale and is always presumed to precede the effective date of the appraisal. The appraised property's exposure is estimated to be less than three months.

*Other land use includes unused land, schools, worship centers, institutional and parks.

See attached addenda.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The cost approach was not completed due to the age of the subject property.

ESTIMATED	☐ REPRODUCTION OR	☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data			DWELLING	Sq.Ft. @ \$ = \$
Quality rating from cost service	Effective date of cost data		0 Sq.Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)				= \$
The floor area is only an approximation for purposes of this appraisal.			Garage/Carport	Sq.Ft. @ \$ = \$
Minor deviations in actual floor area are of no value consequence.			Total Estimate of Cost-New = \$	
			Less Physical	Functional External
Estimated Remaining Economic Life =			Depreciation	= \$()
			Depreciated Cost of Improvements = \$	
			"As-is" Value of Site Improvements = \$	
Estimated Remaining Economic Life (HUD and VA only) 25 Years			INDICATED VALUE BY COST APPROACH = \$	

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

19-54020
File # 192011r

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Larry Sarchenko
Company Name Pendley and Pendley Appraisers
Company Address 2055 Atlanta Highway
Cumming, GA 30040
Telephone Number (770) 889-2483
Email Address lsarchenko@pendleyappraisers.com
Date of Signature and Report 09/12/2019
Effective Date of Appraisal 09/03/2019
State Certification # _____
or State License # L240391
or Other (describe) _____ State # _____
State GA
Expiration Date of Certification or License 03/31/2020

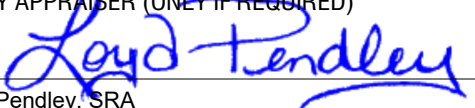
ADDRESS OF PROPERTY APPRAISED

5410 Chestnut St
Flowery Branch, GA 30542
APPRAISED VALUE OF SUBJECT PROPERTY \$ 130,000

LENDER/CLIENT

Name Equity Valuation Partners
Company Name Renasant Bank
Company Address 209 Troy Street, Tupelo, MS 38804
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name Loyd Pendley, SRA
Company Name Pendley and Pendley Appraisers
Company Address 2055 Atlanta Highway
Cumming, GA 30040
Telephone Number (770) 889-2483
Email Address info@pendleyappraisers.com
Date of Signature 09/12/2019
State Certification # CG765
or State License # _____
State GA
Expiration Date of Certification or License 04/30/2020

SUBJECT PROPERTY

- ☒ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Uniform Residential Appraisal Report

19-54020
File # 192011r

SALES COMPARISON APPROACH	FEATURE		SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6						
	Address		5410 Chestnut St Flowery Branch, GA 30542		4780 Countryside Dr Flowery Branch, GA 30542												
	Proximity to Subject				5.25 miles E												
	Sale Price		\$ 515,000					\$ 199,900									
	Sale Price/Gross Liv. Area		\$ 320.47 sq.ft.		\$ 124.94 sq.ft.						\$ sq.ft.						
	Data Source(s)				FMLS#6562116;DOM 18												
	Verification Source(s)				Cnty Tax;Public Rec/Realist												
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		
	Sales or Financing				ArmLth												
	Concessions				FHA;4900												
	Date of Sale/Time				s07/19;c06/19												
	Location		N;Res;		N;Res;												
	Leasehold/Fee Simple		Fee Simple		Fee Simple												
	Site		11,448 sf		26,572 sf		0										
	View		N;Res;		N;Res;												
	Design (Style)		DT1;Ranch		DT1;Ranch												
	Quality of Construction		Q4		Q4												
	Actual Age		99		30		0										
	Condition		C4		C3		-30,000										
	Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths		Total	Bdrms.	Baths		Total	Bdrms.	Baths	
	Room Count		6	3	1.0	7	3	2.0	-5,000								
	Gross Living Area		1,607 sq.ft.			1,600 sq.ft.			0	sq.ft.			sq.ft.				
	Basement & Finished Rooms Below Grade		0sf			0sf											
	Functional Utility		Avg Utility			Avg Utility											
	Heating/Cooling		CFWA/Cent			CFWA/Cent											
	Energy Efficient Items		Stnd Insl			Stnd Insl											
	Garage/Carport		2dw			2ga2dw			-10,000								
	Porch/Patio/Deck		Por/CvdPt			Porch/Deck			-1,000								
	Fireplace		1F/P			1F/P											
	Fence/Pool		None			None											
	Net Adjustment (Total)					☐ + ☒ -			\$ -46,000	☐ + ☐ -			\$				
	Adjusted Sale Price					Net Adj. 23.0 %				Net Adj. %			Net Adj. %				
	of Comparables					Gross Adj. 23.0 %			\$ 153,900	Gross Adj. %			Gross Adj. %			\$	
	SALE HISTORY	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
ITEM		SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6						
Date of Prior Sale/Transfer		10/22/2018															
Price of Prior Sale/Transfer		\$0															
Data Source(s)		Realist/Cnty Rcrds			Realist/Cnty Rcrds												
Effective Date of Data Source(s)		09/06/2019			09/06/2019												
Analysis of prior sale or transfer history of the subject property and comparable sales																	
ANALYSIS / COMMENTS	Analysis/Comments																

Supplemental Addendum

File No. 192011r

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5410 Chestnut St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					

Contract Analysis:

Contract price and rates appear to be typical for the subject area. However, this price includes three additional properties located at -- 5314 Church Street, 5405 Mitchell Street and 5304 Church Street.

Summary of Sales Comparison Approach

The subject property is a 99 year old home located within the city limits of Flowery Branch in Hall County. After searching the area for comparables, the sales utilized were felt to be the best found at this time. In order to ensure the use of sales with similar market appeal to the subject, it was necessary to expand the comparables search out beyond the typical one mile radius, including crossing major roadways and use sales which have closed in excess of six months from the effective date of this report. This is considered to have no adverse effect on value given each of the comparables were taken into consideration and adjusted appropriately within the sales grid when compared to the subject property. Comparables three and four were found to have been updated making age/condition adjustments necessary when compared to the subjects condition.

Adjustments have been made for differences in age, condition, baths, square footage, parking, porches/decks/patios, fireplaces and exterior features at what is considered to be their current fair market value. If variances exist between the subject and comparables and no adjustment has been made within the sales grid, then no adjustment was warranted for this variance based on market data unless noted otherwise in this report. All sales are located within the subject market area and have closed in the past twelve months.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Predominant Value:

The subject's appraised value is greater than the predominant neighborhood value. The subject is not considered to be an over-improvement and the predominant neighborhood value range does not adversely impact the subject's marketability.

Comparable Photos:

The appraiser has visually inspected each comparable from the street. However, some of the comparable photos taken by the appraiser were corrupt and/or individuals were located in the original pictures taken and were unusable in this report. Given this, some of the comparable photos provided have been generated from FMLS, GAMLS or our company photo database.

Highest and Best Use Statement:

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence. [Standards Rule 2-2 (a) (x)]

Additional Comments:

The appraiser was unable to bracket every feature of the subject. Therefore, the appraiser has made adjustments for these features based on the appraisers knowledge of the subject's area, market research and information obtained from local real estate agents.

GA AMC Registration #
Appraiser's Fee \$400

Market Conditions Addendum to the Appraisal Report

19-54020
File No. 192011r

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	5410 Chestnut St	City	Flowery Branch	State	GA	ZIP Code	30542
Borrower	Heritage Builders Group, LLC Chris Hill						

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	12	6	3	☐ Increasing	☐ Stable	☒ Declining
Absorption Rate (Total Sales/Months)	2.00	2.00	1.00	☐ Increasing	☐ Stable	☒ Declining
Total # of Comparable Active Listings	7	13	27	☒ Declining	☒ Stable	☒ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	3.5	6.5	27.0	☒ Declining	☐ Stable	☒ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Median Comparable Sale Price	365,417	389,925	360,490	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Sales Days on Market	49	68	115	☐ Declining	☐ Stable	☒ Increasing
Median Comparable List Price	374,900	360,680	374,900	☒ Increasing	☒ Stable	☐ Declining
Median Comparable Listings Days on Market	284	96	32	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	96.86	99.94	100.70	☒ Increasing	☐ Stable	☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?				☐ Yes	☐ No	☐ Declining
				☒ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Some seller concessions are observed in the market, however, these appear to be the result of standard negotiations and have no affect on value.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

The comparable sales are in the subject's neighborhood and any effect on market value caused by foreclosure activity is reflected in the sales price of the comparable sales.

Cite data sources for above information. GAMLS

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Analysis of active and expired listings, pending sales and closed sales in the subject market area indicates supply and demand are relatively balanced for similar competing properties. There are sufficient active listings to allow the substitution principle to operate freely. The overall market area for the subject has a low foreclosure rate. This is common and typical for the overall marketing area of the subject. After review of MLS the immediate area appears to be experiencing some re-sales, pre-foreclosure, short sales, foreclosures, REO sales and renovated properties of these just mentioned.

CONDO/CO-OP PROJECTS

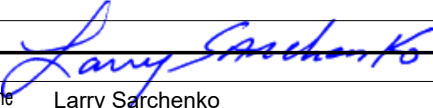
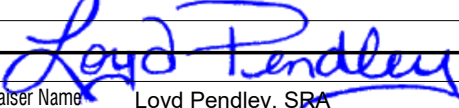
If the subject is a unit in a condominium or cooperative project , complete the following:

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☒ Declining	☒ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☒ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature		Signature	
Appraiser Name	Larry Sarchenko	Supervisory Appraiser Name	Loyd Pendley, SRA
Company Name	Pendley and Pendley Appraisers	Company Name	Pendley and Pendley Appraisers
Company Address	2055 Atlanta Highway, Cumming, GA 30040	Company Address	2055 Atlanta Highway, Cumming, GA 30040
State License/Certification #	L240391 State GA	State License/Certification #	CG765 State GA
Email Address	Isarchenko@pendleyappraisers.com	Email Address	info@pendleyappraisers.com

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Subject Front

5410 Chestnut St	
Sales Price	515,000
Gross Living Area	1,607
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	11,448 sf
Quality	Q4
Age	99



Subject Rear



Subject Street

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

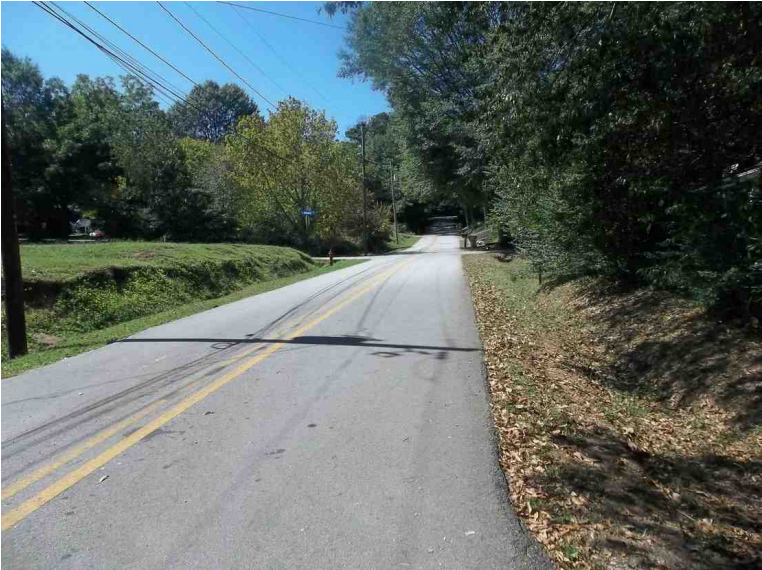


Side

5410 Chestnut St
Sales Price 515,000
Gross Living Area 1,607
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 11,448 sf
Quality Q4
Age 99



Side



Subject Street

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bedroom

5410 Chestnut St	
Sales Price	515,000
Gross Living Area	1,607
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	11,448 sf
Quality	Q4
Age	99



Kitchen



Dining

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Family Room

5410 Chestnut St	
Sales Price	515,000
Gross Living Area	1,607
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	11,448 sf
Quality	Q4
Age	99



Bedroom



Bedroom

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA
Lender/Client	Renasant Bank				
Zip Code	30542				



Bathroom

5410 Chestnut St	
Sales Price	515,000
Gross Living Area	1,607
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	11,448 sf
Quality	Q4
Age	99



Side



Side

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5410 Chestnut St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 1

5831 Church St	
Prox. to Subject	0.47 miles SW
Sale Price	91,000
Gross Living Area	1,358
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.1
Location	N;Res;
View	N;Res;
Site	23,087 sf
Quality	Q4
Age	71



Comparable 2

5248 Gainesville St	
Prox. to Subject	0.39 miles N
Sale Price	120,500
Gross Living Area	1,358
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	30,492 sf
Quality	Q4
Age	89



Comparable 3

4210 Walnut Cir	
Prox. to Subject	3.76 miles E
Sale Price	198,900
Gross Living Area	1,515
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	24,394 sf
Quality	Q4
Age	46

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5410 Chestnut St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 4

4780 Countryside Dr	
Prox. to Subject	5.25 miles E
Sale Price	199,900
Gross Living Area	1,600
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	26,572 sf
Quality	Q4
Age	30

Comparable 5

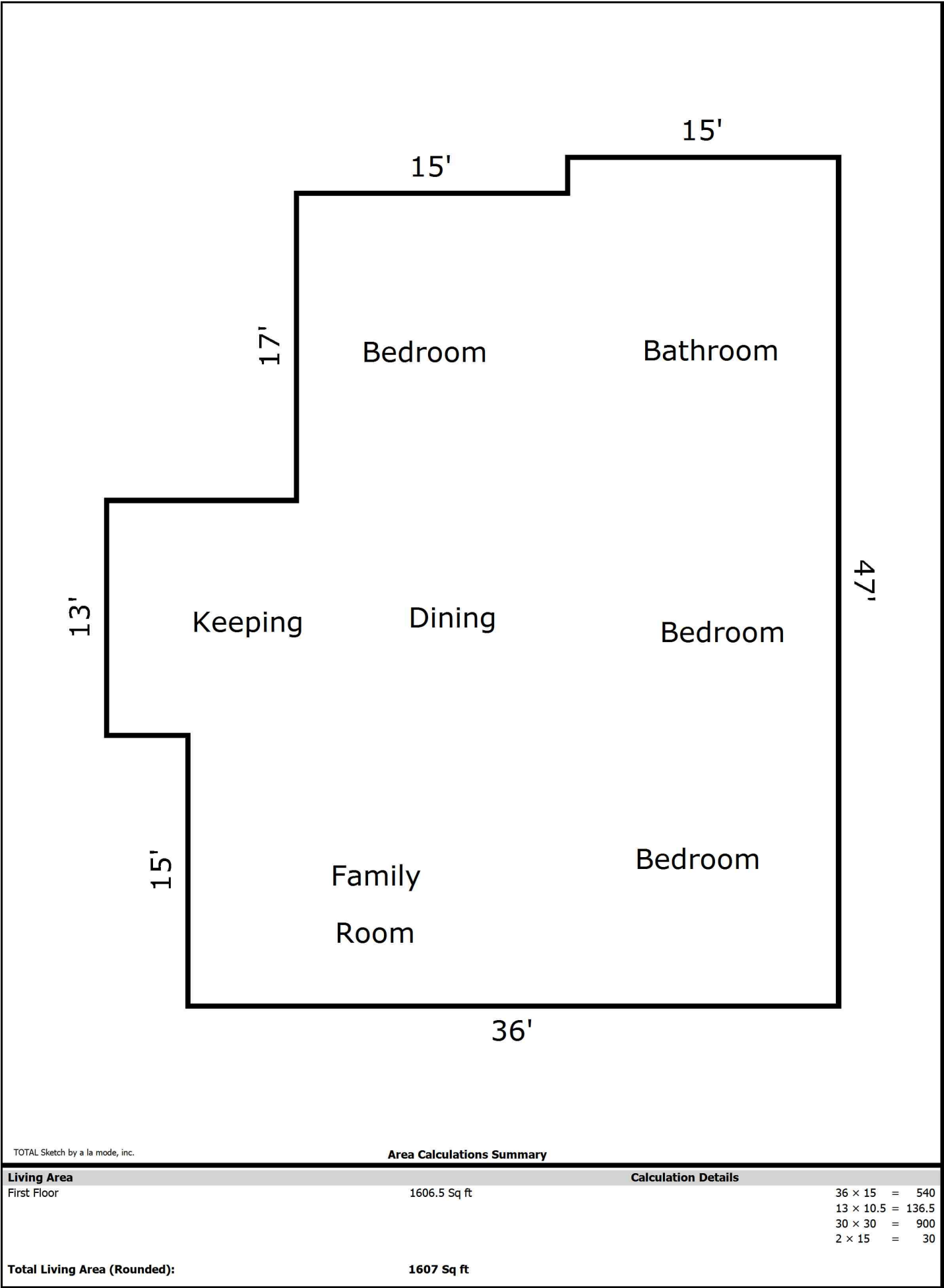
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

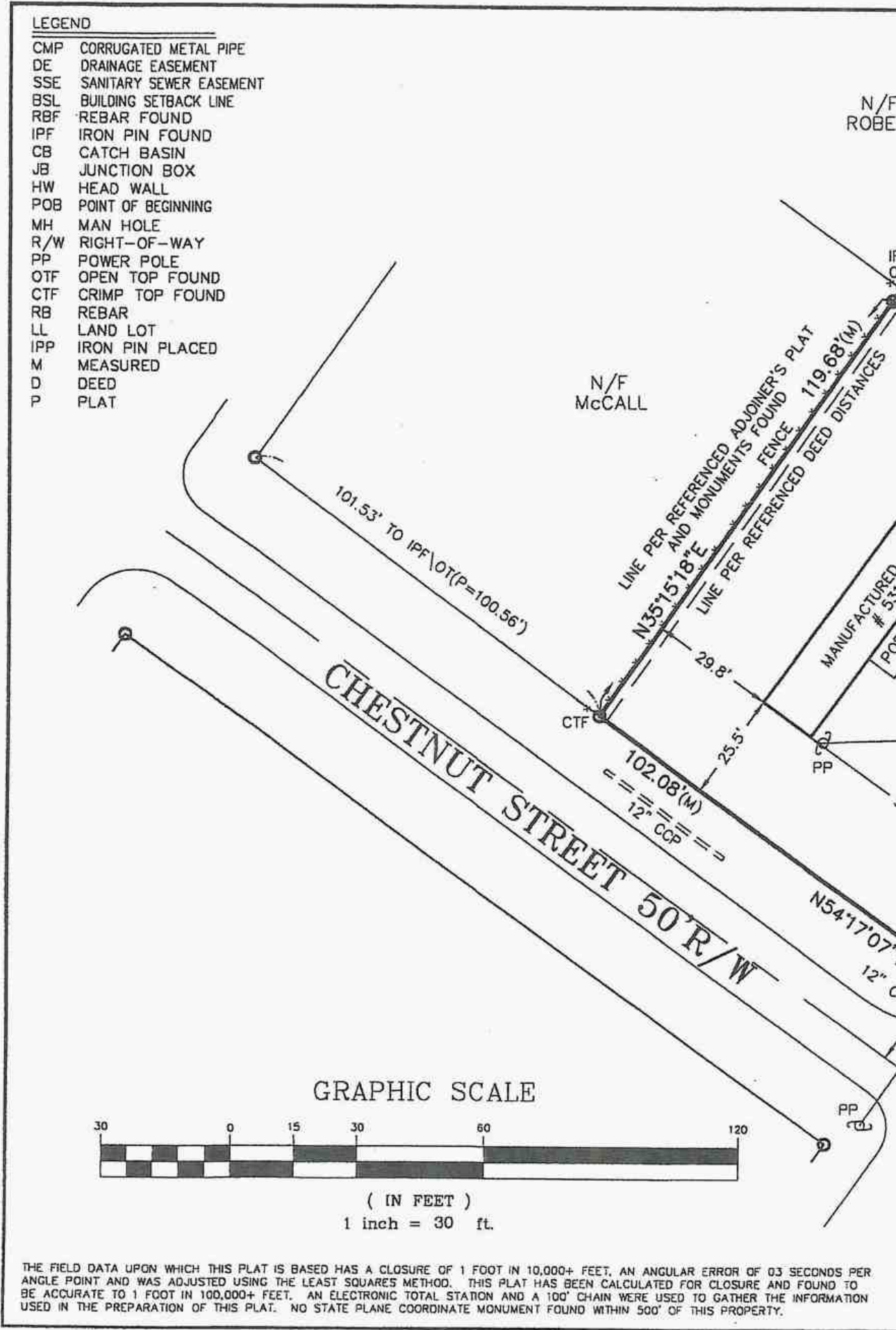
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Building Sketch

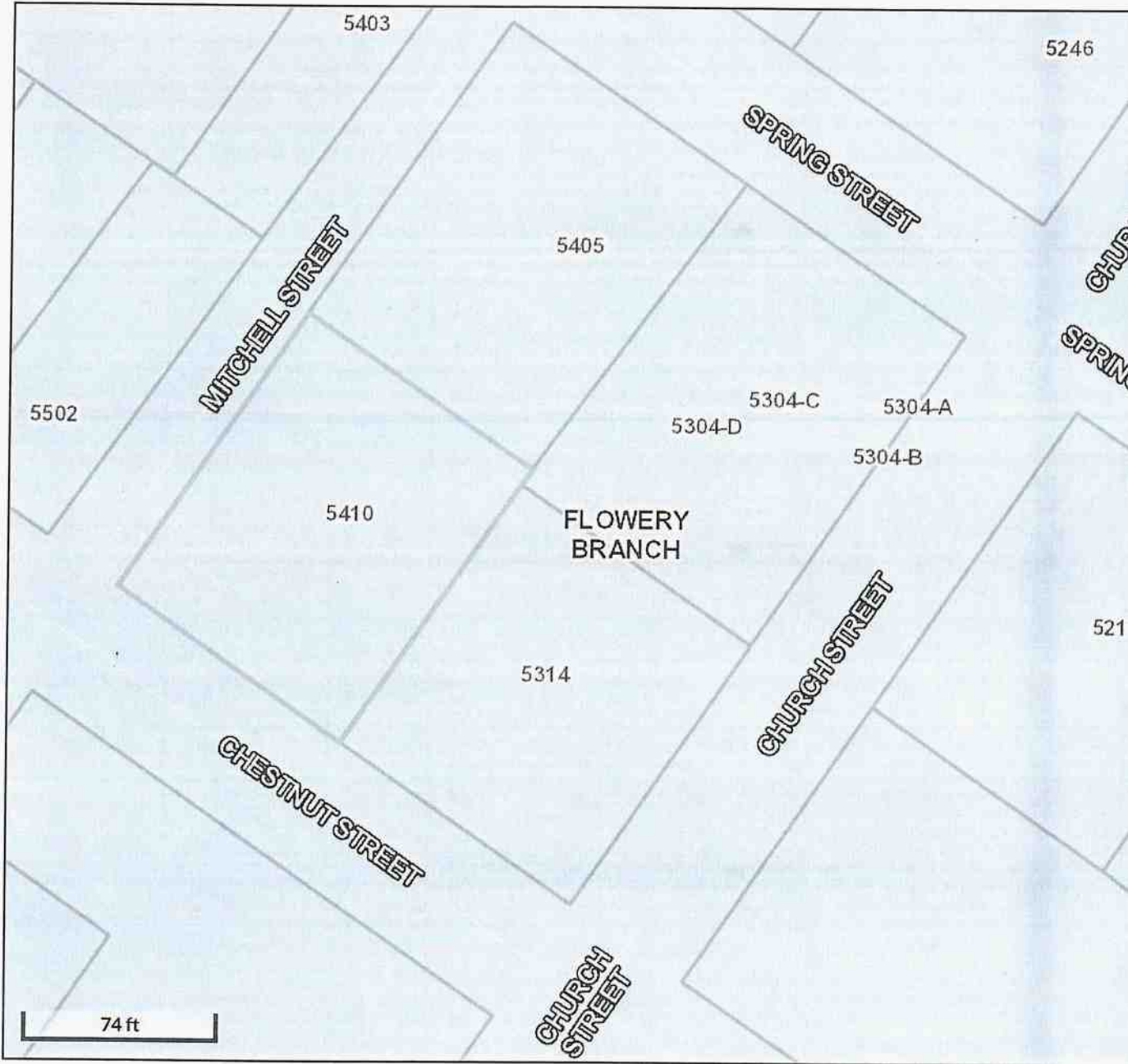
Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5410 Chestnut St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Plat/County

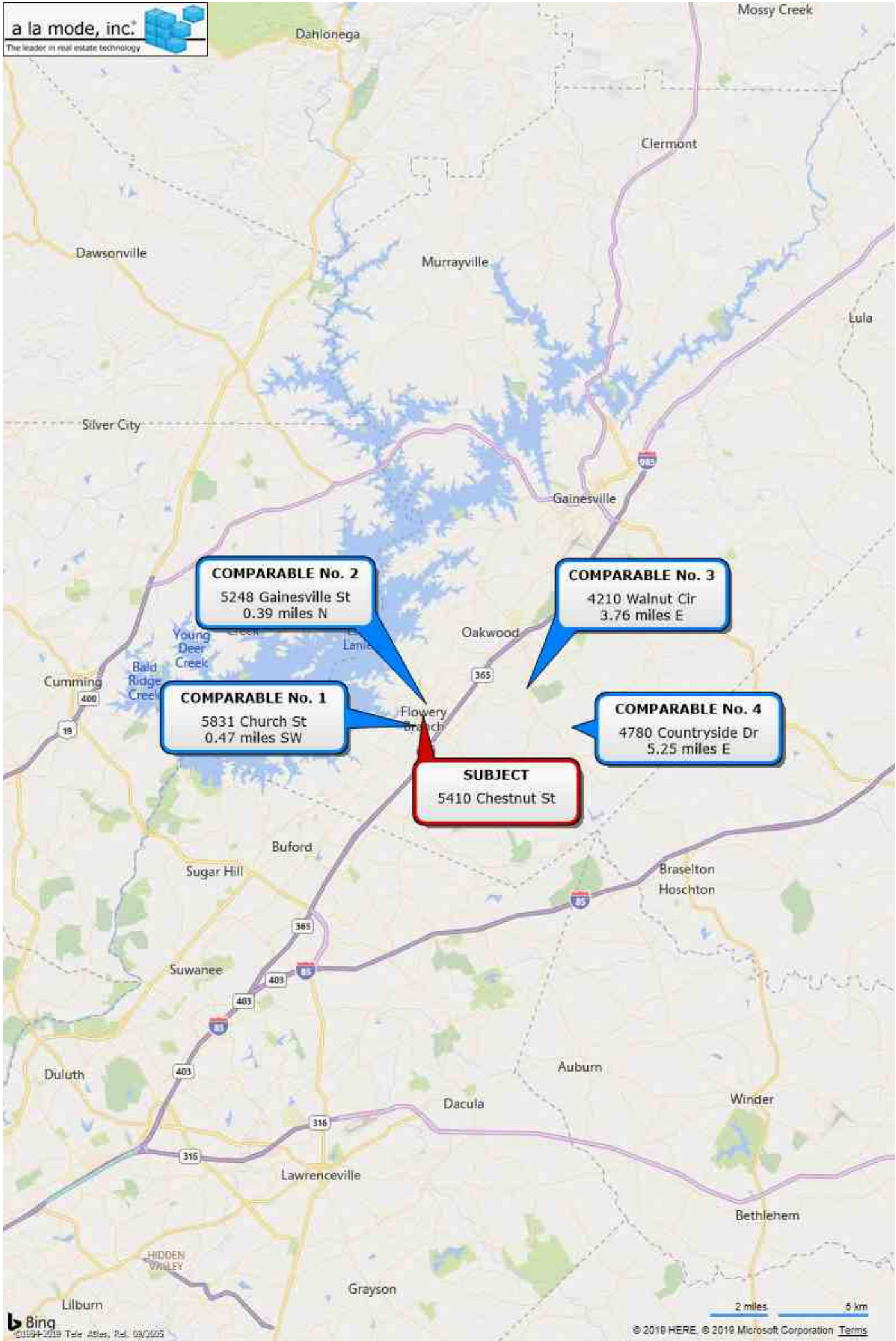


Plat/County



Location Map

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5410 Chestnut St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Appraisers License

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

LARRY C SARCHENKO

240391

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
STATE LICENSED REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

STATE LICENSED REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

**STATE LICENSED REAL PROPERTY
APPRAISER**

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

Supervisory Appraisers License

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

M LOYD PENDLEY
765

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

20340043

M LOYD PENDLEY		ORIGINALLY LICENSED
#	765	06/21/1991
Status	ACTIVE	END OF RENEWAL
		04/30/2020
CERTIFIED GENERAL REAL PROPERTY APPRAISER		
THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.		
State of Georgia Real Estate Commission Suite 1000 - International Tower 229 Peachtree Street, N.E. Atlanta, GA 30303-1605		 LYNN DEMPSEY Real Estate Commissioner
20340043		
M LOYD PENDLEY		ORIGINALLY LICENSED
#	765	06/21/1991
Status	ACTIVE	END OF RENEWAL
		04/30/2020
CERTIFIED GENERAL REAL PROPERTY APPRAISER		
THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.		
State of Georgia Real Estate Commission Suite 1000 - International Tower 229 Peachtree Street, N.E. Atlanta, GA 30303-1605		 LYNN DEMPSEY Real Estate Commissioner
20340043		

E & O Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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

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

PRODUCER

Integrity Ins BROKERED
282 South Main Street
Alpharetta, GA 30009

CONTACT NAME: Andreina Tharp

PHONE (A/C, No, Ext): (770)475-4000

FAX (A/C, No):

E-MAIL ADDRESS: andreina@loydayinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Pendley & Pendley Appraisers & Consultants
Pendley
2055 Atlanta Hwy
Cumming, GA 30040

INSURER A: Victor O Schinnerer & Co Inc

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-68132

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	E&O			RFB005183662-19	03/06/2019	03/06/2020	Ded \$5,000 2,000,000

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

CERTIFICATE HOLDER

Named Insured

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



(ATH)

ACORD 25 (2016/03)

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Printed by ATH on February 12, 2019 at 09:17AM

This Report is one of the following types:

☒ Appraisal Report	(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
☐ Restricted Appraisal Report	(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

- certify that, to the best of my knowledge and belief.
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Note any USPAP related issues requiring disclosure and any State mandated requirements.

[illegible]

Signature:
Name: Larry Sarchenko
State Certification #: _____
or State License #: L240391
State: GA Expiration Date of Certification or License: 03/31/2020
Date of Signature and Report: 09/12/2019
Effective Date of Appraisal: 09/03/2019
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Signature (if applicable): 09/03/2019

Signature:
Name: Loyd Pendley, SRA
State Certification #: CG765
or State License #: _____
State: GA Expiration Date of Certification or License: 04/30/2020
Date of Signature: 09/12/2019
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Signature (if applicable): _____

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered “new” if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner’s site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.
Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is ‘Not Updated’ may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.
An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.
A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
Armlth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

APPRAISAL OF REAL PROPERTY



LOCATED AT

5304 Church St
Flowery Branch, GA 30542
LL 112, District 8, Hall Co.

FOR

Renasant Bank
209 Troy Street
Tupelo, MS 38804

OPINION OF VALUE

297,000

AS OF

09/06/2019

BY

Larry Sarchenko
Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483
lsarchenko@pendleyappraisers.com

Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483

09/16/2019

Equity Valuation Partners
Renasant Bank
Tupelo MS
209 Troy Street
Tupelo, MS 38804

Re: Property: 5304 Church St
Flowery Branch, GA 30542
Borrower: Heritage Builders Group, LLC Chris Hill
File No.: 192019r

Opinion of Value: \$ 297,000
Effective Date: 09/06/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Larry Sarchenko
License or Certification #: L240391
State: GA Expires: 03/31/2020
lsarchenko@pendleyappraisers.com

Small Residential Income Property Appraisal Report

19-54018
File # 192019r

IMPROVEMENTS

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?
☐ Yes ☒ No If Yes, describe.
There were no physical deficiencies or adverse conditions noted that would affect the livability, soundness, or structural integrity of the subject property.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?
☒ Yes ☐ No If No, describe. The property conforms to the neighborhood in functional utility, style, condition, use and construction.
Is the property subject to rent control?
☐ Yes ☒ No If Yes, describe

COMPARABLE RENTAL DATA

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1			COMPARABLE RENTAL # 2			COMPARABLE RENTAL # 3																																																																																																																					
Address	5304 Church St Flowery Branch, GA 30542	3720 Oakwood Hills Dr Oakwood, GA 30566			4785 Chariot Dr Flowery Branch, GA 30542			393 Stone Mountain St Bldg C Lawrenceville, GA 30046																																																																																																																					
Proximity to Subject		4.33 miles NE			0.58 miles E			17.49 miles S																																																																																																																					
Current Monthly Rent	\$ 2,665		\$ 2,910		\$ 2,910		\$ 2,960																																																																																																																						
Rent/Gross Bldg. Area	\$ 0.75 sq.ft.		\$ 0.71 sq.ft.		\$ 0.71 sq.ft.		\$ 0.75 sq.ft.																																																																																																																						
Rent Control	☐ Yes ☒ No	☐ Yes ☒ No			☐ Yes ☒ No			☐ Yes ☒ No																																																																																																																					
Data Source(s)	Owner	FMLS#6527243; DOM 43			FMLS, Realist			FMLS#6527243; DOM 43																																																																																																																					
Date of Lease(s)	Month to Month	Month to Month			Month to Month			Month to Month																																																																																																																					
Location	Good/Hall	Good/Hall			Good/Hall			Good/Gwinnett																																																																																																																					
Actual Age	39	32			32			47																																																																																																																					
Condition	Average	Average			Average			Average																																																																																																																					
Gross Building Area	3,576	4,096			4,096			3,944																																																																																																																					
Unit Breakdown	Rm Count	Size Sq. Ft.	Rm Count	Size Sq. Ft.	Monthly Rent	Rm Count	Size Sq. Ft.	Monthly Rent	Rm Count	Size Sq. Ft.	Monthly Rent																																																																																																																		
	Tot Br Ba	3,576	Tot Br Ba	4,096	2,910	Tot Br Ba	4,096	2,910	Tot Br Ba	3,944	2,960																																																																																																																		
Unit # 1	3 1 1	735	4 2 1.1	1,024	\$ 750	4 2 1	1,024	\$ 750	4 2 2.1	986	\$ 865																																																																																																																		
Unit # 2	4 2 1	853	4 2 1.1	1,024	\$ 720	4 2 1	1,024	\$ 720	4 2 .21	986	\$ 750																																																																																																																		
Unit # 3	3 1 1	868	4 2 1.1	1,024	\$ 720	3 1 1	1,024	\$ 720	4 2 2.1	986	\$ 695																																																																																																																		
Unit # 4	3 1 1	1,120	4 2 1.1	1,024	\$ 720	3 1 1	1,024	\$ 720	4 2 2.1	986	\$ 650																																																																																																																		
Utilities Included	None	None			None			None																																																																																																																					
Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) Each of the rents provided show what the typical rents for multi-family properties located in the subject's market area. Typical rents appear to be between \$650-\$1400 for multi-family units. For similarly renovated/updated one bedroom one bath properties, average rents appear to be approximately \$850 per month. The rentals provided in this report are felt to be the best rentals found. Each is located within the same or comparable market area to the subject and each is considered to be a good indicator of current market rents.																																																																																																																													
Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property. <table><thead><tr><th colspan="3">Leases</th><th colspan="4">Actual Rents</th><th colspan="5">Opinion of Market Rent</th></tr><tr><th rowspan="2">Unit #</th><th colspan="2">Lease Date</th><th colspan="2">Per Unit</th><th rowspan="2">Total Rents</th><th colspan="2">Per Unit</th><th rowspan="2">Total Rents</th></tr><tr><th>Begin Date</th><th>End Date</th><th>Unfurnished</th><th>Furnished</th><th>Unfurnished</th><th>Furnished</th></tr></thead><tbody><tr><td>1</td><td>01/01/2019</td><td>02/01/2019</td><td>\$ 672</td><td></td><td>\$ 672</td><td>\$ 750</td><td></td><td>\$ 750</td></tr><tr><td>2</td><td>01/01/2019</td><td>02/01/2019</td><td>780</td><td></td><td>780</td><td>650</td><td></td><td>650</td></tr><tr><td>3</td><td>01/01/2019</td><td>02/01/2019</td><td>498</td><td></td><td>498</td><td>710</td><td></td><td>710</td></tr><tr><td>4</td><td>01/01/2019</td><td>02/01/2019</td><td>715</td><td></td><td>715</td><td>680</td><td></td><td>680</td></tr><tr><td colspan="3">Comment on lease data These are actual</td><td colspan="2">Total Actual Monthly Rent</td><td>\$ 2,665</td><td colspan="2">Total Gross Monthly Rent</td><td>\$ 2,790</td></tr><tr><td colspan="3">lease dates provided by the owner.</td><td colspan="2">Other Monthly Income (itemize)</td><td>\$</td><td colspan="2">Other Monthly Income (itemize)</td><td>\$</td></tr><tr><td colspan="3"></td><td colspan="2">Total Actual Monthly Income</td><td>\$ 2,665</td><td colspan="2">Total Estimated Monthly Income</td><td>\$ 2,790</td></tr><tr><td colspan="12">Utilities included in estimated rents ☐ Electric ☐ Water ☐ Sewer ☐ Gas ☐ Oil ☒ Trash collection ☐ Cable ☐ Other</td></tr><tr><td colspan="12">Comments on actual or estimated rents and other monthly income (including personal property) The appraiser has researched the subject's market area and utilized the comparable rents above along with additional market research to establish current market rents for the subject. The utilities included in the estimated rents are what appear to be typical of other comparable rentals within the subjects area.</td></tr></tbody></table>												Leases			Actual Rents				Opinion of Market Rent					Unit #	Lease Date		Per Unit		Total Rents	Per Unit		Total Rents	Begin Date	End Date	Unfurnished	Furnished	Unfurnished	Furnished	1	01/01/2019	02/01/2019	\$ 672		\$ 672	\$ 750		\$ 750	2	01/01/2019	02/01/2019	780		780	650		650	3	01/01/2019	02/01/2019	498		498	710		710	4	01/01/2019	02/01/2019	715		715	680		680	Comment on lease data These are actual			Total Actual Monthly Rent		\$ 2,665	Total Gross Monthly Rent		\$ 2,790	lease dates provided by the owner.			Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$				Total Actual Monthly Income		\$ 2,665	Total Estimated Monthly Income		\$ 2,790	Utilities included in estimated rents ☐ Electric ☐ Water ☐ Sewer ☐ Gas ☐ Oil ☒ Trash collection ☐ Cable ☐ Other												Comments on actual or estimated rents and other monthly income (including personal property) The appraiser has researched the subject's market area and utilized the comparable rents above along with additional market research to establish current market rents for the subject. The utilities included in the estimated rents are what appear to be typical of other comparable rentals within the subjects area.											
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I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain The sales/transfer history of the subject and each of comparables is listed below.																																																																																																																													
My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																																																													
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Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).																																																																																																																													
ITEM		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3																																																																																																																					
Date of Prior Sale/Transfer		10/22/2018		None Noted		06/28/2018		09/28/2018																																																																																																																					
Price of Prior Sale/Transfer		\$0.00		None Noted		\$0.00		\$165,100																																																																																																																					
Data Source(s)		Realist/Cnty Rcrds		Realist/Cnty Rcrds		Realist/Cnty Rcrds		Realist/Cnty Rcrds																																																																																																																					
Effective Date of Data Source(s)		09/06/2019		09/06/2019		09/06/2019		09/06/2019																																																																																																																					
Analysis of prior sale or transfer history of the subject property and comparable sales The subject was part of a multi sale transaction on 10/22/2018, 10/19/2018 and 09/10/2018 for \$0.00. No other were noted within the past three years. Comparable two was a transfer on 06/28/2018 for \$0.00. Comparable three sold as noted above. No other sales/transfers were noted on the comparables within the past twelve months.																																																																																																																													

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Fannie Mae Form 1025 March 2005

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Form 1025 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Small Residential Income Property Appraisal Report

19-54018
File # 192019r

There are 13 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 56,000 to \$ 499,000 .

There are 65 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 45,000 to \$ 475,000 .

FEATURE		SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address		5304 Church St Flowery Branch, GA 30542			3720 Oakwood Hills Dr Oakwood, GA 30566			4785 Chariot Dr Flowery Branch, GA 30542			4803 Victoria Ct Flowery Branch, GA 30542		
Proximity to Subject					4.33 miles NE			0.58 miles E			0.49 miles E		
Sale Price		\$ 515,000						\$ 340,000					
Sale Price/Gross Bldg. Area		\$ 144.02 sq.ft.			\$ 83.03 sq.ft.						\$ 69.84 sq.ft.		
Gross Monthly Rent		\$ 2,790			\$ 2,901						\$ 1,200		
Gross Rent Multiplier		184.59			117.20						65.49		
Price per Unit		\$ 128,750			\$ 85,000						\$ 95,000		
Price per Room		\$ 39,615			\$ 21,250						\$ 23,750		
Price per Bedroom		\$ 103,000			\$ 42,500						\$ 47,500		
Rent Control		☐ Yes ☒ No			☐ Yes ☒ No						☐ Yes ☒ No		
Data Source(s)					FMLS#6527243; DOM 43						FMLS#6113944; DOM 32		
Verification Source(s)					Realist/County Tax						Realist/County Tax		
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION			+(-) Adjustment			DESCRIPTION		
Sale or Financing					Cash						Other		
Concessions					None Noted						None Noted		
Date of Sale/Time					05/31/2019						02/27/2019		
Location		Good/Hall			Good						Good		
Leasehold/Fee Simple		Fee Simple			Fee Simple						Fee Simple		
Site		0.32 Acres +/-			0.35 Acres +/-						0.33 Acres +/-		
View		Average/Typical			Average/Typical						Average/Typical		
Design (Style)		Quadraplex			Quadraplex						Duplex		
Quality of Construction		Average			Average						Average		
Actual Age		39			32						32		
Condition		Average			Average						Average		
Gross Building Area		3,576			4,095			-18,200			2,184		
Unit Breakdown		Total	Bdrms	Baths	Total	Bdrms	Baths				Total	Bdrms	Baths
Unit # 1		3	1	1	4	2	1.1	-2,500			4	2	1.1
Unit # 2		4	2	1	4	2	1.1	-2,500			4	2	1.1
Unit # 3		3	1	1	4	2	1.1	-2,500					
Unit # 4		3	1	1	4	2	1.1	-2,500					
Basement Description		Crawl			Slab						Slab		
Basement Finished Rooms		N/A			N/A						N/A		
Functional Utility		Avg Utility			Avg Utility						Avg Utility		
Heating/Cooling		CFWA/Cent			CFWA/Cent						CFWA/Cent		
Energy Efficient Items		Std Insul			Std Insul						Std Insul		
Parking On/Off Site		1CarBlt/OnSite			Open/On site			+1,500			Open/On site		
Porch/Patio/Deck		CvdPch,Decks			Stoops/Patios			+5,000			Stoops/Patios		
Fireplaces		None			None						None		
Net Adjustment (Total)					☐ + ☒ -			\$ -21,700			☒ + ☐ -		
Adjusted Sale Price					Net Adj. 6.4 %						Net Adj. 39.6 %		
of Comparables					Gross Adj. 10.2 %			\$ 318,300			Gross Adj. 44.8 %		
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		\$ 79,575									\$ 132,600		
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$ 19,894									\$ 33,150		
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		\$ 39,788									\$ 66,300		
Value per Unit		\$ 75,010 X 4			Units = \$ 300,040						Value per GBA \$ 82.470 X 3,576		
Value per Rm.		\$ 22,900 X 13			Rooms = \$ 297,700						Value per Bdrms. \$ 51,385 X 5		
Summary of Sales Comparison Approach including reconciliation of the above indicators of value. The subject property is a quadraplex located in Flowery Branch, GA.													
After searching the area for comparables, the sales utilized were felt to be the best found at this time. In order to ensure the use of sales with similar market appeal to the subject, it was necessary to expand the comparables search out beyond the typical one mile radius which includes having to cross major roadways and into neighboring counties. It was also necessary to utilize sales which have closed in excess of six months from the effective date of this report. This is felt to have no adverse effect on value given each of the comparables have been taken into consideration and adjusted appropriately within the sales grid when compared to the subject property. Any necessary adjustments have been made for seller paid concessions and time and for differences in location, site, view, design/style, quality, age, condition, GBA, bedrooms, baths, basement area, parking, porches/patios and additional features at what is considered to be their current fair market value. SEE ADDENDA													
Indicated Value by Sales Comparison Approach \$ 297,000													
Total gross monthly rent \$ 2,790 X gross rent multiplier (GRM) 107 = \$ 298,530 Indicated value by the Income Approach													
Comments on income approach including reconciliation of the GRM The appraiser researched the subject's market and found that the typical GRM for the area range from 97 to 117 with median of 107. Therefore, this is the GRM utilized in this report.													
Indicated Value by: Sales Comparison Approach \$ 297,000 Income Approach \$ 298,530 Cost Approach (if developed) \$ N/A													
The sales analysis was completed and is considered to best reflect typical buyer behavior and so leads to a logical conclusion to value. Given this, the most weight in the final reconciliation of value has been placed on the value established by the Sales Comparison Approach. The income approach has been completed and analyzed in the final reconciliation of value. The cost approach was not completed due to the age of the subject property.													
Adjusted values were utilized when establishing value per room, value per unit, value per bedroom and value per GBA. SEE ADDENDA													
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: This appraisal is made as-is.													
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 297,000 , as of 09/06/2019 , which is the date of inspection and the effective date of this appraisal.													

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Fannie Mae Form 1025 March 2005

Small Residential Income Property Appraisal Report

19-54018
File # 192019r

This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Small Residential Income Property Appraisal Report

19-54018
File # 192019r

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- 9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11. I have knowledge and experience in appraising this type of property in this market area.
- 12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

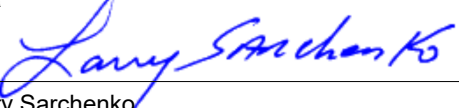
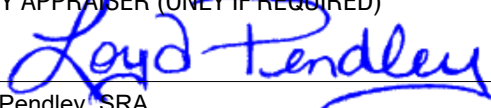
Small Residential Income Property Appraisal Report

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRaiser Signature  Name <u>Larry Sarchenko</u> Company Name <u>Pendley and Pendley Appraisers</u> Company Address <u>2055 Atlanta Highway, Cumming, GA 30040</u> Telephone Number <u>(770) 889-2483</u> Email Address <u>lsarchenko@pendleyappraisers.com</u> Date of Signature and Report <u>09/16/2019</u> Effective Date of Appraisal <u>09/06/2019</u> State Certification # _____ or State License # <u>L240391</u> or Other (describe) _____ State # _____ State <u>GA</u> Expiration Date of Certification or License <u>03/31/2020</u> ADDRESS OF PROPERTY APPRAISED <u>5304 Church St</u> <u>Flowery Branch, GA 30542</u> APPRAISED VALUE OF SUBJECT PROPERTY \$ <u>297,000</u> LENDER/CLIENT Name <u>Equity Valuation Partners</u> Company Name <u>Renasant Bank</u> Company Address <u>209 Troy Street, Tupelo, MS 38804</u> Email Address _____	SUPERVISORY APPRAISER (ONLY IF REQUIRED) Signature  Name <u>Loyd Pendley, SRA</u> Company Name <u>Pendley and Pendley Appraisers</u> Company Address <u>2055 Atlanta Highway, Cumming, GA 30040</u> Telephone Number <u>(770) 889-2483</u> Email Address <u>info@pendleyappraisers.com</u> Date of Signature <u>09/16/2019</u> State Certification # <u>CG765</u> or State License # _____ State <u>GA</u> Expiration Date of Certification or License <u>04/30/2020</u> SUBJECT PROPERTY ☒ Did not inspect subject property ☐ Did inspect exterior of subject property from street Date of Inspection _____ ☐ Did inspect interior and exterior of subject property Date of Inspection _____ COMPARABLE SALES ☒ Did not inspect exterior of comparable sales from street ☐ Did inspect exterior of comparable sales from street Date of Inspection _____
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Small Residential Income Property Appraisal Report

19-54018
File # 192019r

SALES COMPARISON APPROACH	FEATURE	SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
	Address 5304 Church St Flowery Branch, GA 30542				393 Stone Mountain St Bldg C Lawrenceville, GA 30046								
	Proximity to Subject				17.49 miles S								
	Sale Price				\$ 515,000			\$ 355,000					
	Sale Price/Gross Bldg. Area				\$ 144.00 sq.ft.			\$ 90.01 sq.ft.			\$ sq.ft.		
	Gross Monthly Rent				\$ 2,790			\$ 3,110			\$		
	Gross Rent Multiplier				184.59			114.15					
	Price per Unit				\$ 128,750			\$ 88,750			\$		
	Price per Room				\$ 39,615			\$ 22,188			\$		
	Price per Bedroom				\$ 103,000			\$ 44,375			\$		
	Rent Control				☐ Yes ☒ No			☐ Yes ☒ No			☐ Yes ☐ No		
	Data Source(s)							FMLS#6078587; DOM 07					
	Verification Source(s)							Realist/County Tax					
	VALUE ADJUSTMENTS				DESCRIPTION			DESCRIPTION + (-) Adjustment			DESCRIPTION + (-) Adjustment		
	Sale or Financing Concessions							Other None Noted					
	Date of Sale/Time							11/02/2018					
	Location				Good/Hall			Good/Gwinnett			-15,000		
	Leasehold/Fee Simple				Fee Simple			Fee Simple					
	Site				0.32 Acres +/-			0.33 acres +/-					
	View				Average/Typical			Average/Typical					
	Design (Style)				Quadraplex			Quadraplex					
	Quality of Construction				Average			Average					
	Actual Age				39			47					
	Condition				Average			Average					
	Gross Building Area				3,576			3,944			-12,900		
	Unit Breakdown				Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths
Unit # 1				3	1	1	4	2	1				
Unit # 2				4	2	1	4	2	1				
Unit # 3				3	1	1	4	2	1				
Unit # 4				3	1	1	4	2	1				
Basement Description				Crawl			Slab						
Basement Finished Rooms				N/A			N/A						
Functional Utility				Avg Utility			Avg Utility						
Heating/Cooling				CFWA/Cent			CFWA/Cent						
Energy Efficient Items				Stnd Insl			Stnd Insl						
Parking On/Off Site				1CarBlt/OnSite			Open/On site			+1,500			
Porch/Patio/Deck				CvdPch,Decks			Stoops/Patios			+5,000			
Fireplaces				None			None						
Net Adjustment (Total)							☐ + ☒ -			\$ -21,400			
Adjusted Sale Price of Comparables							Net Adj. 6.0 %			\$			
							Gross Adj. 9.7 %			\$ 333,600			
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)				\$ 83,400						\$			
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)				\$ 20,850						\$			
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)				\$ 41,700						\$			
SALE HISTORY	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).												
	ITEM	SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
	Date of Prior Sale/Transfer				10/22/2018			None Noted					
	Price of Prior Sale/Transfer				\$0.00			None Noted					
	Data Source(s)				Realist/Cnty Rcrds			Realist/Cnty Rcrds					
	Effective Date of Data Source(s)				09/06/2019			09/06/2019					
	Analysis of prior sale or transfer history of the subject property and comparable sales												
ANALYSIS / COMMENTS	Analysis/Comments												

Supplemental Addendum

File No. 192019r

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

Contract Analysis:

Contract price and rates appear to be typical for the subject area. However, this price includes three additional properties located at -- 5314 Church Street, 5410 Chestnut Street and 5405 Mitchell Street.

Summary of Sales Comparison Approach:

The subject is a quadraplex located within Flowery Branch in Hall County. Due to a lack of recent comparable sales within the subject's immediate area it was necessary to expand the comparables search out beyond the typical one mile radius, including crossing major roadways and use sales which have closed in excess of six months from the effective date of this report. This is considered to have no adverse effect on value given each of the comparables were taken into consideration and adjusted appropriately within the sales grid when compared to the subject property. Comparables two and three were found to be duplex making style/design adjustments necessary when compared to the being a quadraplex. These sales were used due to them being similar in location as the subject. A location adjustment was made on comparable four due to it be superior in location when compared to the subject. Additional adjustments have been made for differences in location design/style, age, condition, baths, square footage, parking, porches/decks/patios, fireplaces and exterior features at what is considered to be their current fair market value. If variances exist between the subject and comparables and no adjustment has been made within the sales grid, then no adjustment was warranted for this variance based on market data unless noted otherwise in this report. All sales have closed in the past twelve months.

Across the Board Adjustments:

It is possible that the appraiser was unable to find sales with every feature similar to that of the subject property and would not require an adjustment. This makes across the board adjustments, both positive and negative adjustments, necessary to each of the comparables used in one or more portions of the sales grid. This is not uncommon when appraising real estate and is felt to have no adverse affect on the opinion of value.

Market Values:

Based on the sales utilized in this report, no time adjustments appear to be necessary for sales utilized that closed in excess of six months of the effective date of this report.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Predominant Value:

The subject's appraised value is greater than the predominant neighborhood value. The subject is not considered to be an over-improvement and the predominant neighborhood value range does not adversely impact the subject's marketability.

Value Spread:

There is a larger than normal spread in the adjusted and unadjusted values in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any excessive spread in the values in this report was unavoidable and is therefore felt to have no adverse affect on value.

Final Reconciliation of Value for the Sales Comparison Approach:

Given the sales comparison is considered to best reflect typical buyer behavior and thus, market value, it was given the most weight in the final value reconciliation of the subject. The income approach was completed and supports the stated value of the subject.

Comparable Photos:

The appraiser has visually inspected each comparable from the street. However, some of the comparable photos taken by the appraiser were corrupt and/or individuals were located in the original pictures taken and were unusable in this report. Given this, some of the comparable photos provided have been generated from FMLS, GMLS or our company photo database.

Highest and Best Use Statement:

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence. [Standards Rule 2-2 (a) (x)]

Appraiser's Fee \$500

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Subject Front C&D

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Subject Rear C&D



Subject Street C&D

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Side C&D

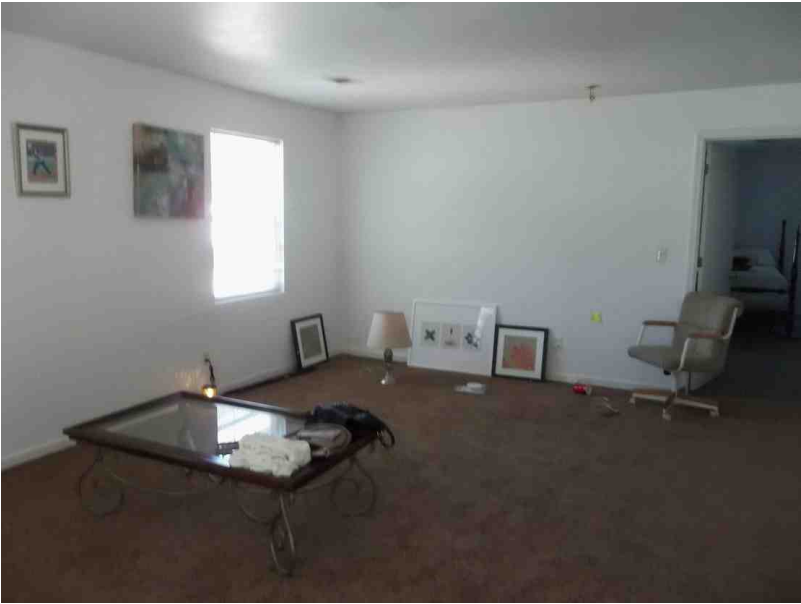
5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Side C&D

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Living Room C&D

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Kitchen C&D



Laundry C&D

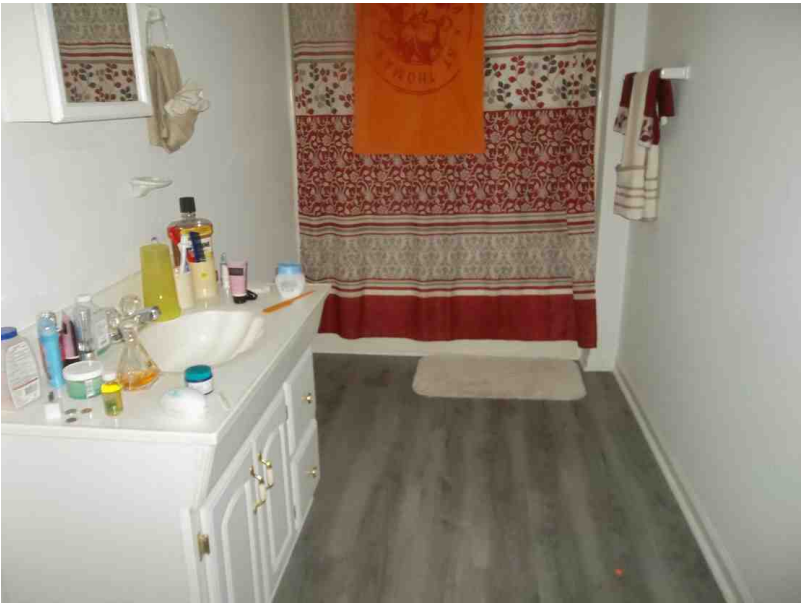
Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bedroom C&D

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Bathroom C&D

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

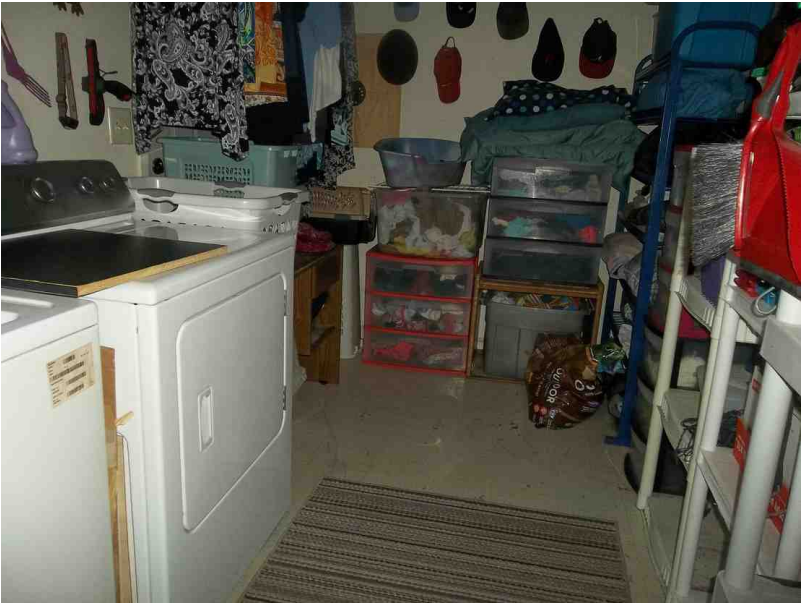


Living Room C&D

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Kitchen C&D



Laundry C&D

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bedroom C&D

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Bathroom C&D

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Subject Front A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Subject Rear A&B



Subject Street A&B

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Side A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Kitchen A&B



Living Room A&B

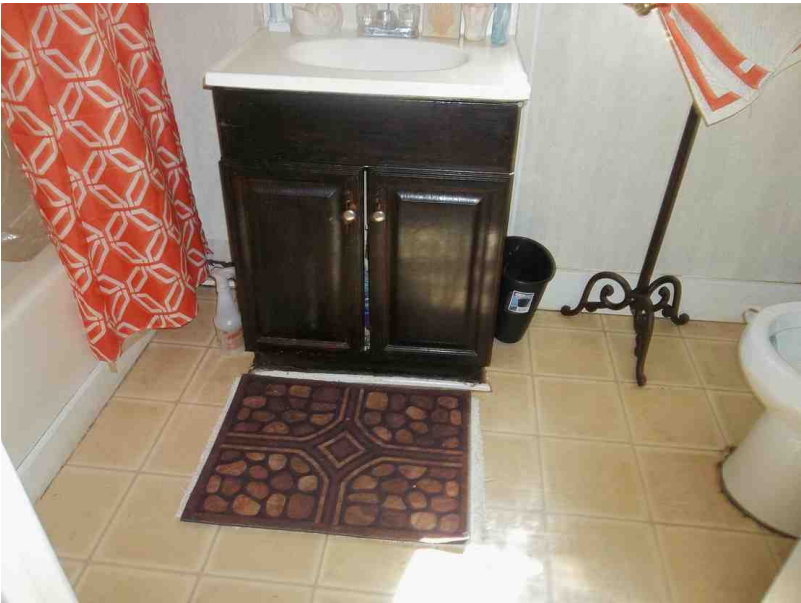
Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bedroom A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



Bathroom A&B



Bedroom A&B

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Laundry A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Kitchen A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



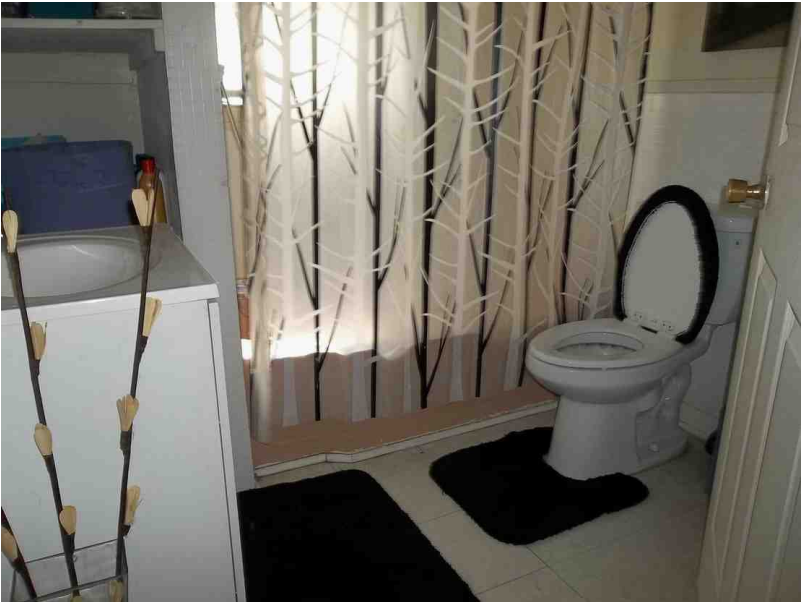
Living Room A&B



Bedroom A&B

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bathroom A&B

5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Comparable 1

3720 Oakwood Hills Dr	
Prox. to Subject	4.33 miles NE
Sale Price	340,000
Gross Living Area	
Total Rooms	16
Total Bedrooms	8
Total Bathrooms	4.4
Location	Good
View	Average/Typical
Site	0.35 Acres +/-
Quality	Average
Age	32



Comparable 2

4785 Chariot Dr	
Prox. to Subject	0.58 miles E
Sale Price	190,000
Gross Living Area	
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.2
Location	Good
View	Average/Typical
Site	0.33 Acres +/-
Quality	Average
Age	32



Comparable 3

4803 Victoria Ct	
Prox. to Subject	0.49 miles E
Sale Price	189,000
Gross Living Area	
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.2
Location	Good
View	Average/Typical
Site	0.27 Acres
Quality	Average
Age	23

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Comparable 4

393 Stone Mountain St Bldg C	
Prox. to Subject	17.49 miles S
Sale Price	355,000
Gross Living Area	
Total Rooms	16
Total Bedrooms	8
Total Bathrooms	4
Location	Good/Gwinnett
View	Average/Typical
Site	0.33 acres +/-
Quality	Average
Age	47

Comparable 5

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Rental Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Rental 1

3720 Oakwood Hills Dr
Proximity to Subj. 4.33 miles NE
GBA 4,096
Age/Year Built 32



Rental 2

4785 Chariot Dr
Proximity to Subj. 0.58 miles E
GBA 4,096
Age/Year Built 32

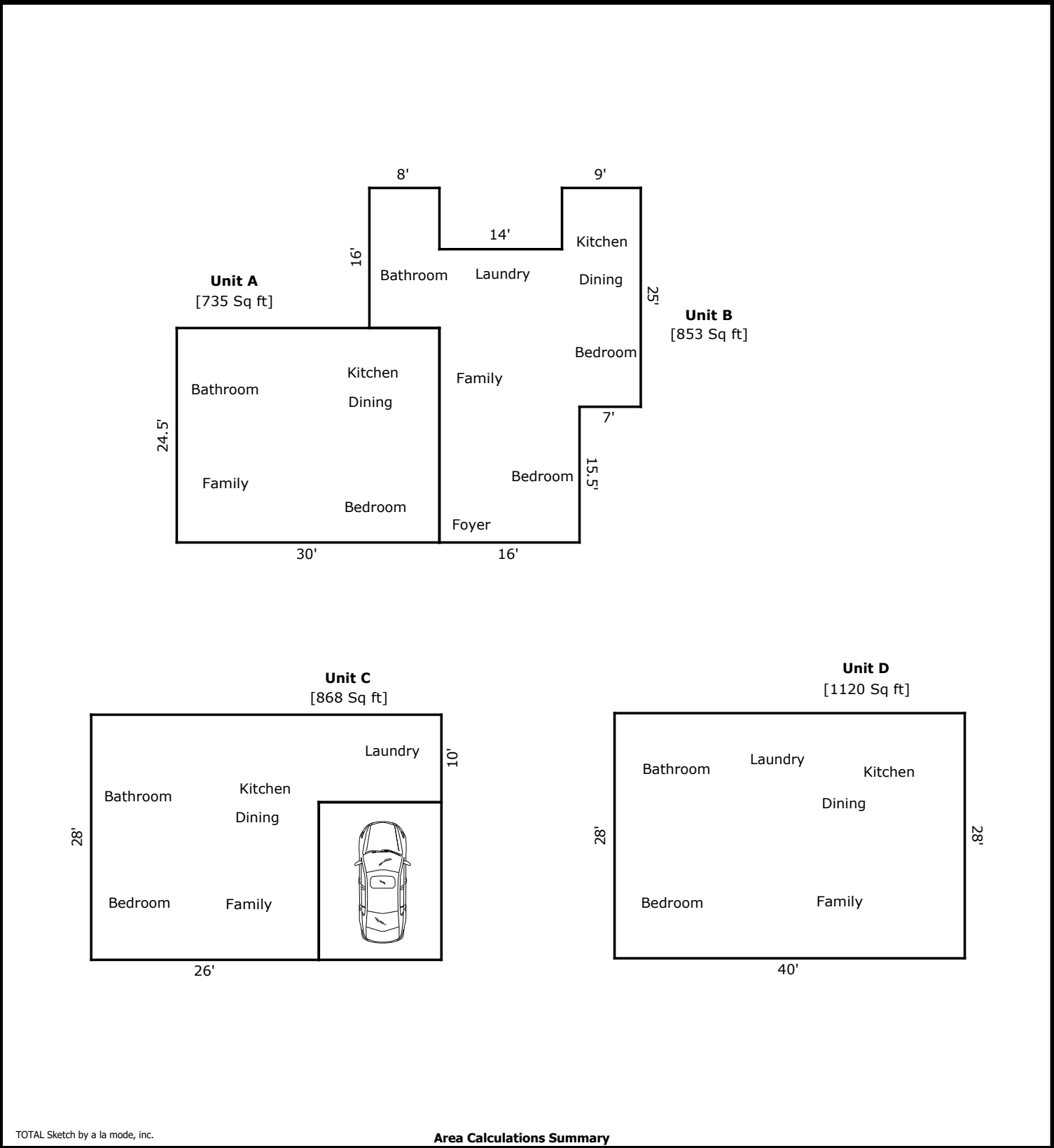


Rental 3

393 Stone Mountain St Bldg C
Proximity to Subj. 17.49 miles S
GBA 3,944
Age/Year Built 47

Building Sketch

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

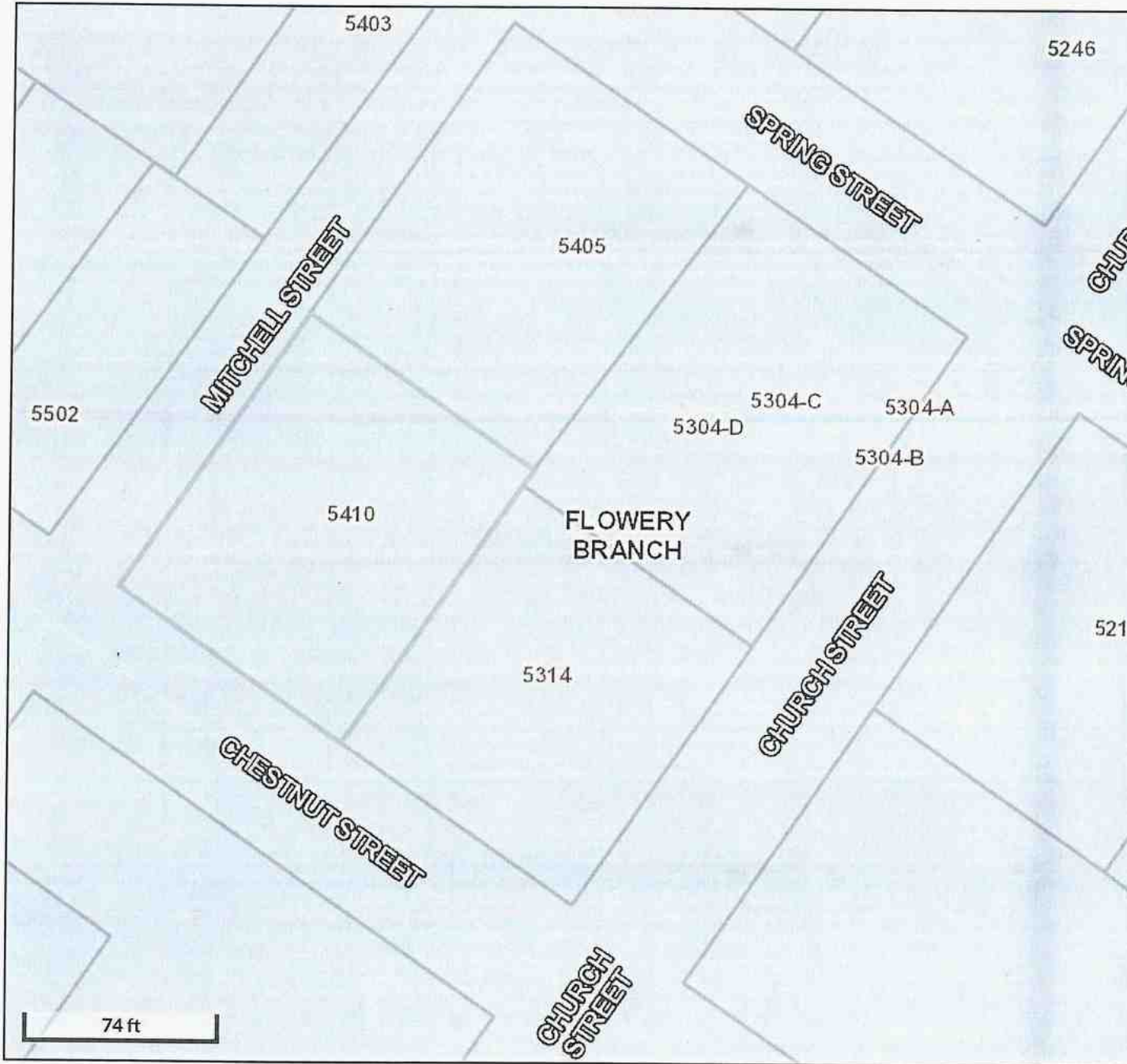
Living Area		Calculation Details	
Unit A	735 Sq ft	24.5 × 30 =	735
Unit B	853 Sq ft	16 × 8 =	128
		16 × 15.5 =	248
		23 × 18 =	414
		7 × 9 =	63
Unit C	868 Sq ft	28 × 26 =	728
		14 × 10 =	140
Unit D	1120 Sq ft	28 × 40 =	1120
Total Living Area (Rounded):		3576 Sq ft	
Non-living Area			
1 Car Garage	252 Sq ft	14 × 18 =	252

Plat/County



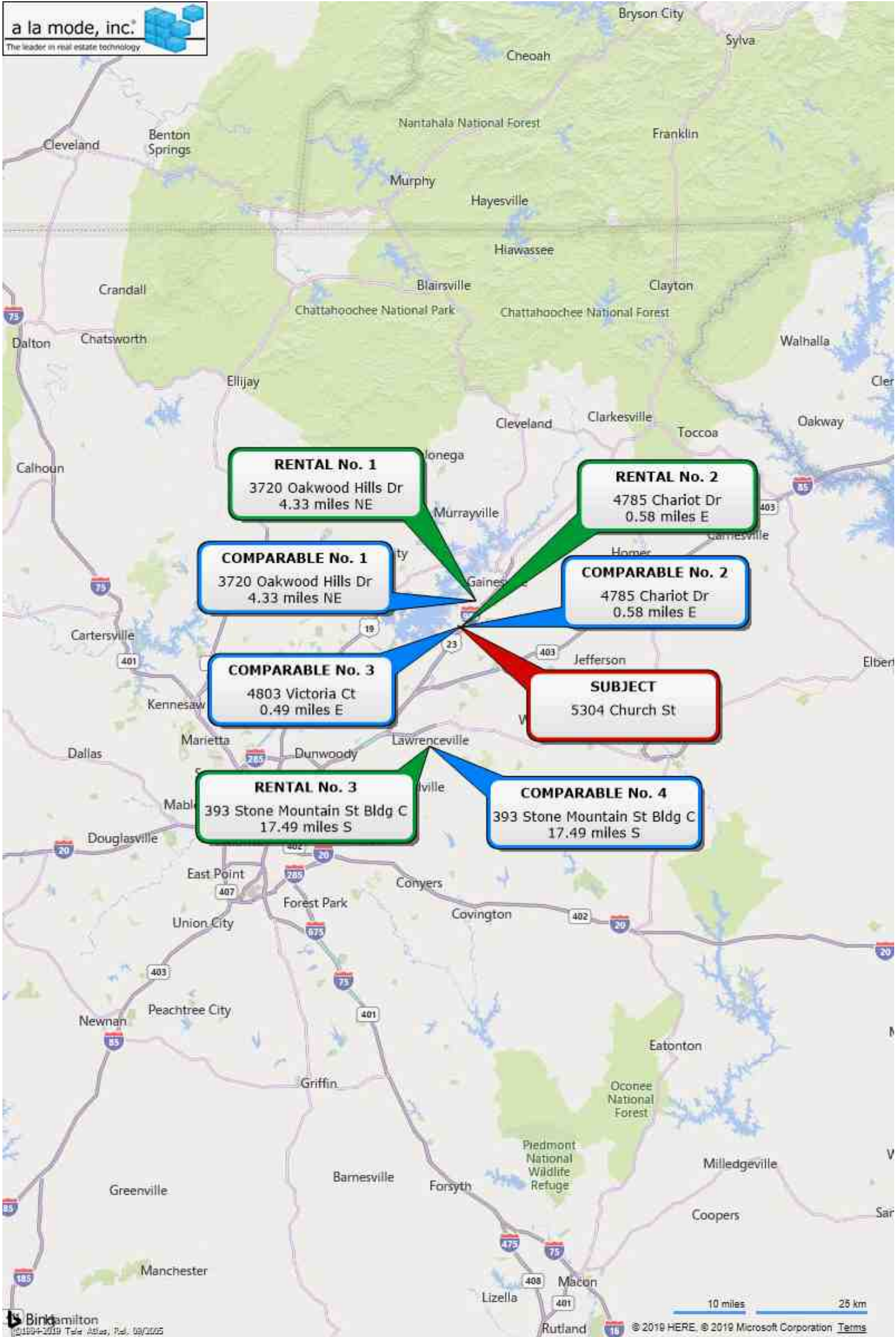
qPublic.net™

Hall County, GA



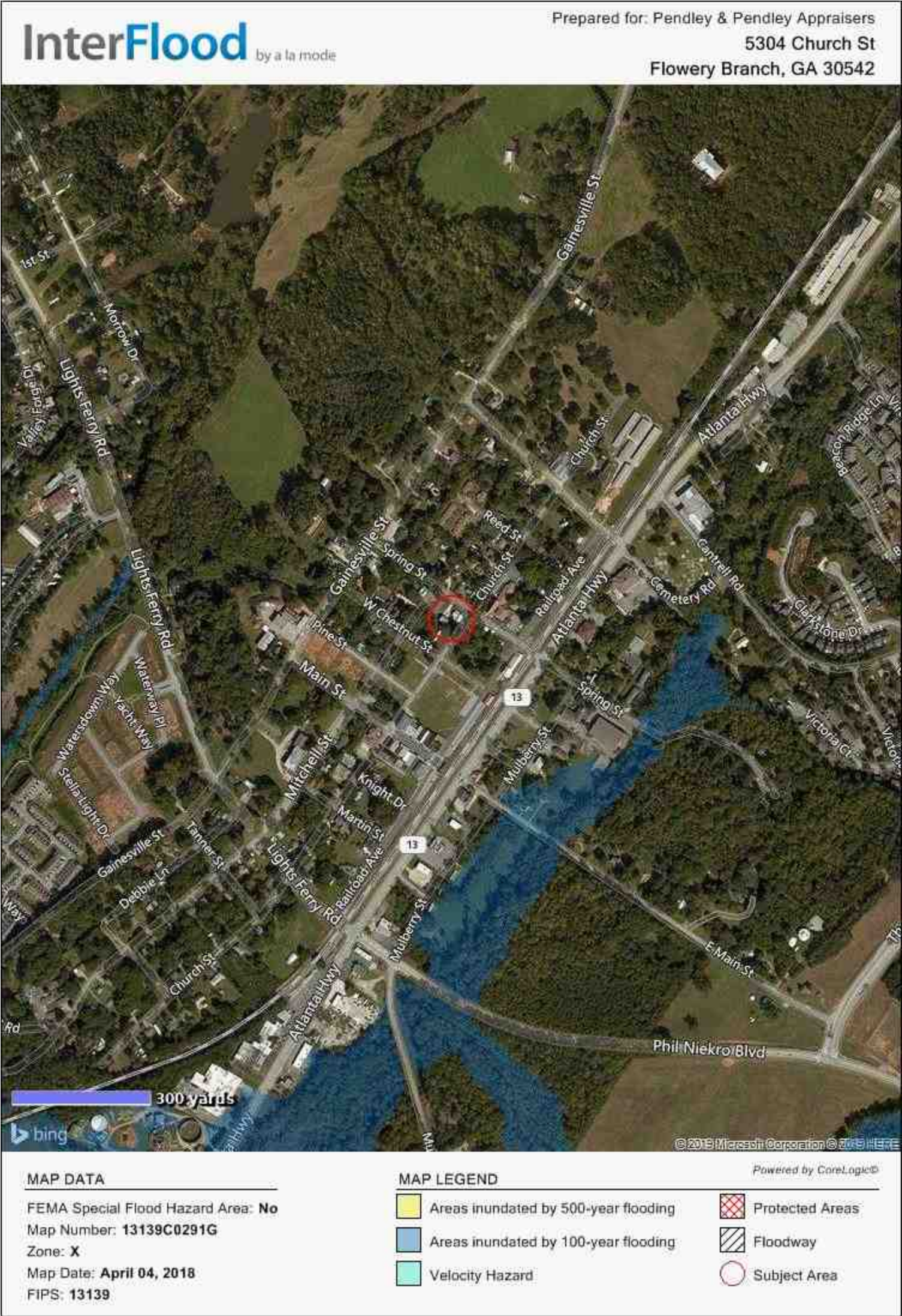
Location Map

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Flood Map

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5304 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

LARRY C SARCHENKO

240391

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
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D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

17740336

LARRY C SARCHENKO

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Status	ACTIVE

STATE LICENSED REAL PROPERTY
APPRAISER

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REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

**STATE LICENSED REAL PROPERTY
APPRAISER**

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

Supervisory Appraisers License

STATE OF GEORGIA

REAL ESTATE APPRAISERS BOARD

M LOYD PENDLEY

765

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

20340043

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

20340043

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

20340043

E & O Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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

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

PRODUCER

Integrity Ins BROKERED
282 South Main Street
Alpharetta, GA 30009

INSURED

Pendley & Pendley Appraisers & Consultants
Pendley
2055 Atlanta Hwy
Cumming, GA 30040

CONTACT NAME: Andreina Tharp

PHONE (A/C, No, Ext): (770)475-4000

FAX (A/C, No):

E-MAIL ADDRESS: andreina@loydayinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Victor O Schinnerer & Co Inc

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-68132

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GENTL AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	E&O			RFB005183662-19	03/06/2019	03/06/2020	Ded \$5,000 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Named Insured

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

AUTHORIZED REPRESENTATIVE



(ATH)

Borrower	Heritage Builders Group, LLC Chris Hill				File No. 192019r	
Property Address	5304 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report

(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report

(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: 

Name: Larry Sarchenko

State Certification #: _____

or State License #: L240391

State: GA Expiration Date of Certification or License: 03/31/2020

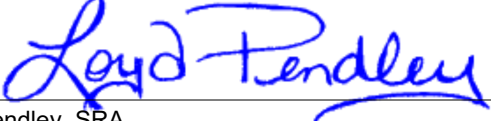
Date of Signature and Report: 09/16/2019

Effective Date of Appraisal: 09/06/2019

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 09/06/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 

Name: Loyd Pendley, SRA

State Certification #: CG765

or State License #: _____

State: GA Expiration Date of Certification or License: 04/30/2020

Date of Signature: 09/16/2019

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

303

Form ID14 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

APPRAISAL OF REAL PROPERTY



LOCATED AT

5405 Mitchell St
Flowery Branch, GA 30542
LL 112, District 8, Hall Co.

FOR

Renasant Bank
209 Troy Street
Tupelo, MS 38804

OPINION OF VALUE

128,000

AS OF

09/06/2019

BY

Larry Sarchenko
Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483
lsarchenko@pendleyappraisers.com

Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483

09/12/2019

Equity Valuation Partners
Renasant Bank
Tupelo MS
209 Troy Street
Tupelo, MS 38804

Re: Property: 5405 Mitchell St
Flowery Branch, GA 30542
Borrower: Heritage Builders Group, LLC Chris Hill
File No.: 192020r

Opinion of Value: \$ 128,000
Effective Date: 09/06/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Larry Sarchenko
License or Certification #: L240391
State: GA Expires: 03/31/2020
lsarchenko@pendleyappraisers.com

Manufactured Home Appraisal Report

19-54016
File # 192020r

IMPROVEMENTS	General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
	# of Units	☒ One ☐ Additions	☐ Poured Concrete	☐ Concrete Runners	Skirting	Yes/Gd	Floors	HW/Tile/Carp/Gd				
	# of Stories	☒ 1 ☐ 2 ☐ Other	☒ Block & Pier	☐ Other-att. description	Exterior Walls	Frame/Gd	Walls	Drywall/Gd				
	Design (Style)	Manufactured	☐ Full Basement	☐ Partial Basement	Roof Surface	Comp/Gd	Trim/Finish	Wood/Gd				
	# of Sections	☐ 1 ☒ 2 ☐ 3	Basement Area		Crawl	sq.ft.	Gutters & Downspouts	Aluminium/Gd				
	☐ Other		Basement Finish			%	Window Type	DP/Vnyl/Gd				
	Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Outside Entry/Exit	☐ Sump Pump	Storm Sash/Insulated	Insulated/Gd	Car Storage	☐ None				
	☒ Existing	☐ Proposed ☐ Under Const.	Evidence of		☐ Infestation	Screens	Yes/Gd	☒ Driveway				
	Year Built	1993	Effective Age (Yrs)	12	☐ Dampness	☐ Settlement	Doors	Hollow/Gd				
	Attic	☒ None	Heating	☒ FWA	☐ HWBB	☐ Radiant	Amenities	☐ Woodstove(s) #				
	☐ Drop Stair	☐ Stairs	☐ Other		Fuel	Gas	☐ Fireplace(s) #	☐ Fence				
	☐ Floor	☐ Scuttle	Cooling	☒ Central Air Conditioning	☐ Patio/Deck	☒ Porch	Cvd/ScrPr	☐ Attached				
	☐ Finished	☐ Heated	☐ Individual	☒ Other	Fans	☐ Pool	☐ Other	☒ Built-in				
	Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)											
	Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,458 Square Feet of Gross Living Area Above Grade											
Describe any additions or modifications (decks, rooms, remodeling, etc.) N/A												
Installer's Name N/A Date Installed N/A Model Year N/A												
Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation sytem and the manner of attachment.												
Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain												
Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain												
Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain												
Additional features (special energy efficient items, non-realty items, etc.) Energy efficient items are considered to be commensurate with the subject area and the quality of construction indicated.												
The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.												
Quality ☐ Poor ☐ Fair ☐ Average ☒ Good ☐ Excellent Identify source of quality rating Marshall & Swift Cost Handbook												
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject is a older home that has been well maintained and updated over the years and is felt to be in good condition at this time. (see photos) The floor plan appears functional and no significant repairs are necessary. Physical depreciation is based on the effective age of the property.												
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe												
There were no physical deficiencies or adverse conditions noted that would affect the livability, soundness, or structural integrity of the subject property.												
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe												
The property conforms to the neighborhood in functional utility, style, condition, use and construction.												
COST APPROACH	Provide adequate information for the lender/client to replicate the below cost figures and calculations.											
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The cost approach was not completed due to the age of the subject property.											
	ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW											
	Source of cost data				Effective date of cost data				Quality rating from cost service			
	OPINION OF SITE VALUE				\$				Exterior Dimensions of the Subject Unit			
	Section One	1,458 Sq. ft. @ \$			\$				X	=	Sq. ft.	
	Section Two	Sq. ft. @ \$			\$				X	=	Sq. ft.	
	Section Three	Sq. ft. @ \$			\$				X	=	Sq. ft.	
	Section Four	Sq. ft. @ \$			\$				X	=	Sq. ft.	
					\$				Total Gross Living Area: Sq. ft.			
					\$				Other Data Identification			
					\$	N.A.D.A. Data Identification Info:			Edition	Mo:	Yr:	
	Sub-total:				\$	MH State:			Region:	Size:	ft. x	ft.
Cost Multiplier (if applicable):				x	Gray pg.			White pg.		Black SVS pg.		
Modified Sub-total:					15 years and older Conversion Chart pg.			Yellow pg.				
Physical Depreciation or Condition Modifier:					Comments See Below							
Functional Obsolescence (not used for N.A.D.A.):												
External Depreciation or State Location Modifier:												
Delivery, Installation, and Setup (not used for N.A.D.A.):				\$								
Other Depreciated Site Improvements:				\$								
Market Value of Subject Site (as supported above):				\$								
Indicated Value by Cost Approach:				\$	Estimated Remaining Economic Life (HUD and VA only) 35 Years							
Summary of Cost Approach The floor area is only an approximation for purposes of this appraisal. Minor deviations in actual floor area are of no value consequence. Cost data is derived from current construction and replacement costs compiled from cost estimating services and the local marketplace.												
Estimated Remaining Economic Life = 35 Years												

Manufactured Home Appraisal Report

19-54016
File # 192020r

SALES COMPARISON APPROACH

There are 22 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 35,000 to \$ 279,000 .														
There are 43 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 28,000 to \$ 259,000 .														
FEATURE			SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address 5405 Mitchell St Flowery Branch, GA 30542			6219 S Hall Dr Flowery Branch, GA 30542			5441 Hog Mountain Rd Flowery Branch, GA 30542			3084 Beards Rd Buford, GA 30518					
Proximity to Subject						1.30 miles SW			2.39 miles S			4.25 miles SW		
Sale Price			\$ 515,000			\$ 134,000			\$ 134,000			\$ 93,000		
Sale Price/Gross Liv. Area			\$ 353.22 sq.ft.			\$ 95.44 sq.ft.			\$ 103.40 sq.ft.			\$ 71.76 sq.ft.		
Manufactured Home						☒ Yes ☐ No			☒ Yes ☐ No			☒ Yes ☐ No		
Data Source(s)						FMLS#6083005; DOM 06			FMLS#6103734; DOM 07			FMLS#6555331; DOM 01		
Verification Source(s)						Cnty Tax;Public Rec/Realist			Cnty Tax;Public Rec/Realist			Cnty Tax;Public Rec/Realist		
VALUE ADJUSTMENTS			DESCRIPTION			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment		
Sales or Financing Concessions						FHA SP\$3000CC			Conventional SP\$2500CC			Cash None Noted		
Date of Sale/Time						12/06/2018			01/23/2019			07/11/2019		
Location			Average			Average			Average			Average		
Leasehold/Fee Simple			Fee Simple			Fee Simple			Fee Simple			Fee Simple		
Site			0.30 Acres +/-			0.85 Acres +/-			0.14 Acres +/-			0.37 Acres +/-		
View			Average/Typical			Average/Typical			Average/Typical			Average/Typical		
Design (Style)			Manufactured			Manufactured			Manufactured			Manufactured		
Quality of Construction			Average			Average			Average			Average		
Actual Age			26			26			20			22		
Condition			Good			Good			Good			Average +15,000		
Above Grade			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count			5 3 2			5 3 2			5 3 2			5 3 2		
Gross Living Area			1,458 sq.ft.			1,404 sq.ft.			1,296 sq.ft.			1,296 sq.ft. +4,100		
Basement & Finished Rooms Below Grade			Crawl			Crawl			Crawl			Crawl		
Functional Utility			Avg Utility			Avg Utility			Avg Utility			Avg Utility		
Heating/Cooling			CFWA/Cent			CFWA/Cent			CFWA/Cent			CFWA/Cent		
Energy Efficient Items			Stdnd Insl			Stdnd Insl			Stdnd Insl			Stdnd Insl		
Garage/Carport			1-Car Carport			Open +1,500			Open +1,500			Open +1,500		
Porch/Patio/Deck			Por/ScrPr			Porch/Deck +1,500			Porch/Deck +1,500			Porch +2,500		
Fireplace			None			1F/P -1,500			1F/P -1,500			None		
Fence/Pool			None			None			None			None		
Net Adjustment (Total)						☒ + ☐ - \$ 1,500			☒ + ☐ - \$ 5,600			☒ + ☐ - \$ 23,100		
Adjusted Sale Price of Comparables						Net Adj. 1.1 % Gross Adj. 3.4 % \$ 135,500			Net Adj. 4.2 % Gross Adj. 6.4 % \$ 139,600			Net Adj. 24.8 % Gross Adj. 24.8 % \$ 116,100		
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain The sales/transfer history of the subject and each of comparables is listed below.														
My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.														
Data source(s) Realist/Cnty Rcrds														
My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.														
Data source(s) Realist/Cnty Rcrds														
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).														
ITEM			SUBJECT			COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3		
Date of Prior Sale/Transfer			10/22/2018			08/07/2018			None Noted			None Noted		
Price of Prior Sale/Transfer			\$0.00			\$69,000			None Noted			None Noted		
Data Source(s)			Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds		
Effective Date of Data Source(s)			09/06/2019			09/06/2019			09/06/2019			09/06/2019		
Analysis of prior sale or transfer history of the subject property and comparable sales The subject was part of a multi sale transaction on 10/22/2018, 10/19/2018 and 09/10/2018 for \$0.00.No other sales/transaction were noted within the past three years. Comparable one was a deed under power transaction on 08/07/2018 for \$69,000. No other sales/transfers were noted within the past twelve months.														
Summary of Sales Comparison Approach See Additional Comments on page (3).														
Indicated Value by Sales Comparison Approach \$ 128,000														

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 128,000 Cost Approach \$ Income Approach (if developed) \$ 128,238			
The Sales Comparison Approach was given the most weight since it best reflects the actions of the buyers and sellers in the market. The Cost Approach was not completed due to the subject's age. The Income Approach was considered and completed due to the subject being an investment property. Equal weight was given to all comparables in the final reconciliation of value.			
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: This appraisal is made as-is.			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 128,000 ,as of 09/06/2019 , which is the date of inspection and the effective date of this appraisal.			

Manufactured Home Appraisal Report

19-54016
File # 192020r

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

19-54016
File # 192020r

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Larry SarchenkoCompany Name Pendley and Pendley AppraisersCompany Address 2055 Atlanta Highway, Cumming, GA 30040Telephone Number (770) 889-2483Email Address lsarchenko@pendleyappraisers.comDate of Signature and Report 09/12/2019Effective Date of Appraisal 09/06/2019

State Certification # _____

or State License # L240391

or Other _____

State GAExpiration Date of Certification or License 03/31/2020

ADDRESS OF PROPERTY APPRAISED

5405 Mitchell StFlowery Branch, GA 30542APPRAISED VALUE OF SUBJECT PROPERTY \$ 128,000

LENDER/CLIENT

Name Equity Valuation PartnersCompany Name Renasant BankCompany Address 209 Troy Street, Tupelo, MS 38804

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name Lloyd Pendley, SRACompany Name Pendley and Pendley AppraisersCompany Address 2055 Atlanta Highway, Cumming, GA 30040Telephone Number (770) 889-2483Email Address info@pendleyappraisers.comDate of Signature 09/12/2019State Certification # CG765

or State License # _____

State GAExpiration Date of Certification or License 04/30/2020

SUBJECT PROPERTY

☒ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Manufactured Home Appraisal Report

19-54016
File # 192020r

SALES COMPARISON APPROACH	FEATURE	SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6					
	Address	5405 Mitchell St Flowery Branch, GA 30542			6247 Malibu Rdg Flowery Branch, GA 30542			5539 Oakfern Trl Flowery Branch, GA 30542								
	Proximity to Subject				2.04 miles SE			2.23 miles S								
	Sale Price	\$ 515,000			\$ 100,500			\$ 142,500			\$					
	Sale Price/Gross Liv. Area	\$ 353.22 sq.ft.			\$ 91.03 sq.ft.			\$ 90.88 sq.ft.			\$ sq.ft.					
	Manufactured Home				☒ Yes ☐ No			☒ Yes ☐ No			☐ Yes ☐ No					
	Data Source(s)				FMLS#6532925; DOM 03			FMLS#6062336;DOM 104								
	Verification Source(s)				Cnty Tax;Public Rec/Realist			Cnty Tax/Street Insp/Qpublic.net								
	VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+ (-) \$ Adjustment			DESCRIPTION			+ (-) \$ Adjustment		
	Sales or Financing Concessions				Cash None Noted						ArmLth;Cash SllrPd\$1195cc					
	Date of Sale/Time				04/30/2019						01/04/2019					
	Location	Average			Average						Average					
	Leasehold/Fee Simple	Fee Simple			Fee Simple						Fee Simple					
	Site	0.30 Acres +/-			0.90 Acres +/-			0			2.24 Acres +/-			-23,280		
	View	Average/Typical			Average/Typical						Average/Typical					
	Design (Style)	Manufactured			Manufactured						Manufactured					
	Quality of Construction	Average			Average						Average					
	Actual Age	26			29						33					
	Condition	Good			Average			+15,000			Good					
	Above Grade	Total	Bdrms.	Baths	Total	Bdrms.	Baths				Total	Bdrms.	Baths			
	Room Count	5	3	2	5	3	2				6	3	2			
	Gross Living Area	1,458 sq.ft.			1,104 sq.ft.			+8,900			1,568 sq.ft.			-2,800 sq.ft.		
	Basement & Finished Rooms Below Grade	Crawl			Crawl						Crawl					
	Functional Utility	Avg Utility			Avg Utility						Avg Utility					
	Heating/Cooling	CFWA/Cent			CFWA/Cent						CFWA/Cent					
	Energy Efficient Items	Stnd Insl			Stnd Insl						Stnd Insl					
	Garage/Carport	1-Car Carport			2-Car Carport			-1,500			Open			+1,500		
	Porch/Patio/Deck	Por/ScrPr			Porch/CvcDk			0			Porch/Deck			+1,500		
	Fireplace	None			None						1F/P			-1,500		
	Fence/Pool	None			None						None					
	Net Adjustment (Total)				☒ + ☐ -			\$ 22,400			☐ + ☒ -			\$ -24,580		
	Adjusted Sale Price of Comparables				Net Adj. 22.3 % Gross Adj. 25.3 %			\$ 122,900			Net Adj. 17.2 % Gross Adj. 21.5 %			\$ 117,920		
	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
SALE HISTORY	ITEM	SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6					
	Date of Prior Sale/Transfer	10/22/2018			None Noted			None Noted								
	Price of Prior Sale/Transfer	\$0.00			None Noted			None Noted								
	Data Source(s)	Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds								
	Effective Date of Data Source(s)	09/06/2019			09/06/2019			09/06/2019								
Analysis of prior sale or transfer history of the subject property and comparable sales																
ANALYSIS / COMMENTS	Analysis/Comments															

Supplemental Addendum

File No. 192020r

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5405 Mitchell St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

Contract Analysis:

Contract price and rates appear to be typical for the subject area. However, this price includes three additional properties located at -- 5314 Church Street, 5410 Chestnut Street and 5304 Church Street.

Summary of Sales Comparison Approach

The subject property is a 26 year old manufactured home located in Hall County. Due to a lack of recent comparable manufactured home sales within the subject's immediate area it was necessary to expand the comparables search out beyond the typical one mile radius, including crossing major roadways and use sales which have closed in excess of six months from the effective date of this report. This is considered to have no adverse effect on value given each of the comparables were taken into consideration and adjusted appropriately within the sales grid when compared to the subject property.

Comparables three and four were found to be in average condition making age/condition adjustments necessary when compared to the subjects condition. Comparable five was used due to help bracket the subjects gla. A site adjustment was made on comparable five for the lot differences at what is considered to be the current fair market value. Comparables one, two and three lots were found to be larger than the subject lot; however, no site adjustment was felt necessary at this time based on the fact they were found to be similar in value when compared to the subject site.

Adjustments have been made for differences in site, age, condition, baths, square footage, parking, porches/decks/patios, fireplaces and exterior features at what is considered to be their current fair market value. If variances exist between the subject and comparables and no adjustment has been made within the sales grid, then no adjustment was warranted for this variance based on market data unless noted otherwise in this report. All sales are located within the subject market area and have closed in the past ten months.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Market Values:

Based on the sales utilized in this report, no time adjustments appear to be necessary for sales utilized that closed in excess of size months of the effective date of this report.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale/listing was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Predominant Value:

The subject's appraised value is greater than the predominant neighborhood value. The subject is not considered to be an over-improvement and the predominant neighborhood value range does not adversely impact the subject's marketability.

Comparable Photos:

The appraiser has visually inspected each comparable from the street. However, some of the comparable photos taken by the appraiser were corrupt and/or individuals were located in the original pictures taken and were unusable in this report. Given this, some of the comparable photos provided have been generated from FMLS, GAMLS or our company photo database.

Parking:

The appraiser has made every reasonable effort to provide a sale similar in parking, however, none were found which comparable to the subject at this time. Therefore, the appraiser has made this adjustment based off additional market research, the appraisers knowledge of the subject area and local real estate agents.

Highest and Best Use Statement:

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence. [Standards Rule 2-2 (a) (x)]

Appraiser's Fee \$400

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5405 Mitchell St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

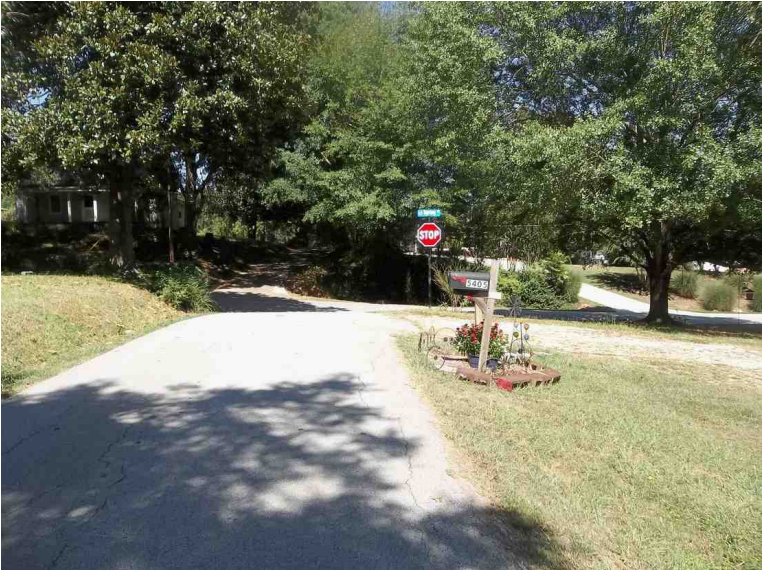


Subject Front

5405 Mitchell St	
Sales Price	515,000
Gross Living Area	1,458
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.30 Acres +/-
Quality	Average
Age	26



Subject Rear



Subject Street

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Side

5405 Mitchell St
Sales Price 515,000
Gross Living Area 1,458
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Location Average
View Average/Typical
Site 0.30 Acres +/-
Quality Average
Age 26



Side

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Kitchen

5405 Mitchell St	
Sales Price	515,000
Gross Living Area	1,458
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.30 Acres +/-
Quality	Average
Age	26



Living Room



Dining

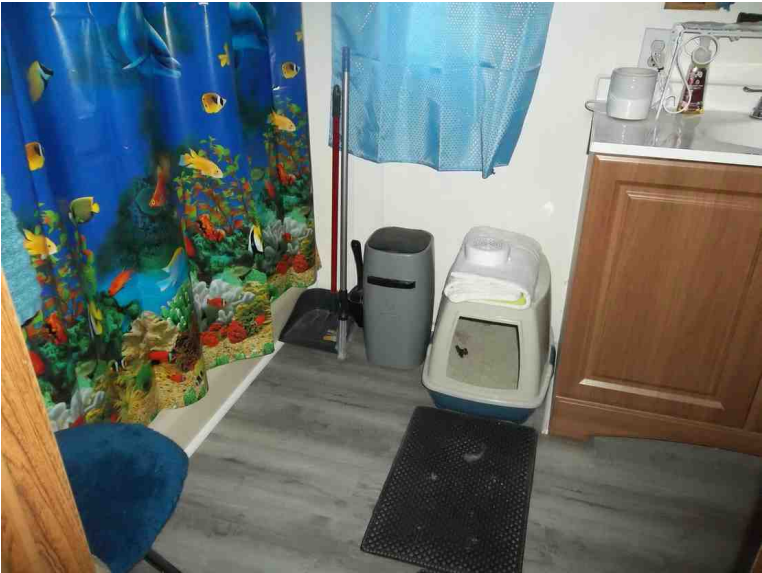
Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Bedroom

5405 Mitchell St	
Sales Price	515,000
Gross Living Area	1,458
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.30 Acres +/-
Quality	Average
Age	26



Bathroom



Bedroom

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5405 Mitchell St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

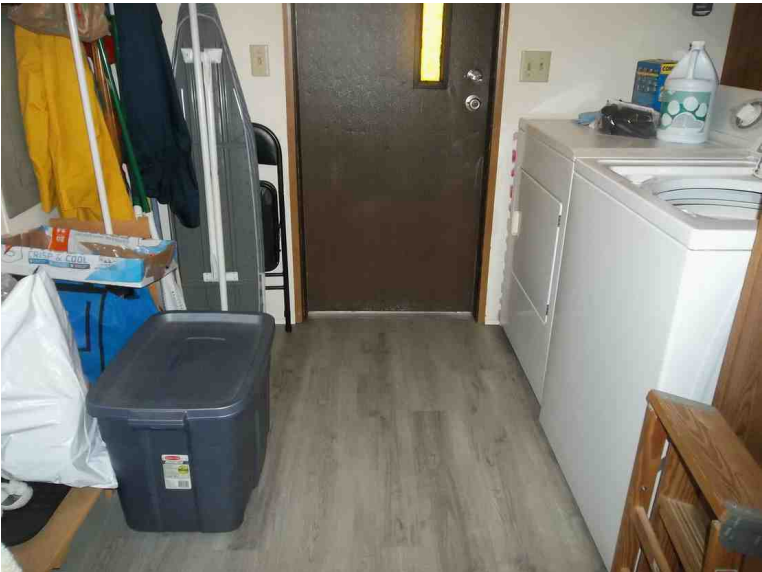


Bathroom

5405 Mitchell St	
Sales Price	515,000
Gross Living Area	1,458
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.30 Acres +/-
Quality	Average
Age	26



Bedroom



Laundry

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5405 Mitchell St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				

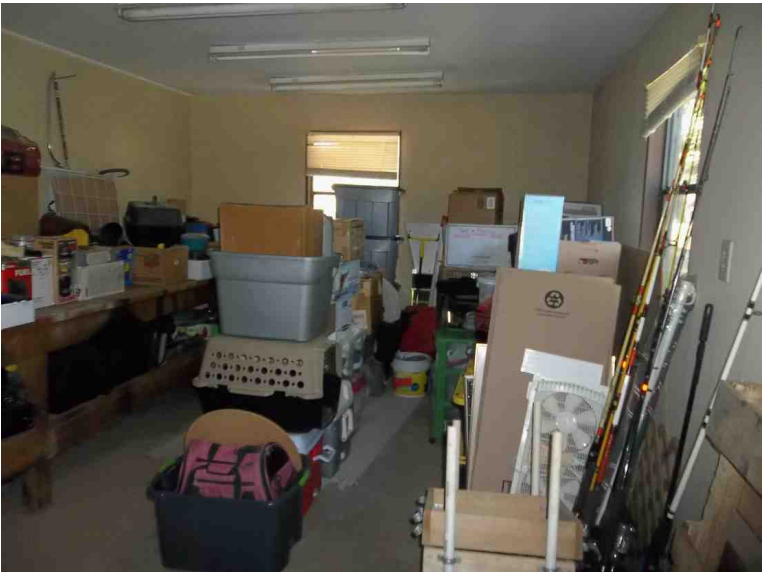


Carport

5405 Mitchell St	
Sales Price	515,000
Gross Living Area	1,458
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.30 Acres +/-
Quality	Average
Age	26



Shop



Shop

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 1

6219 S Hall Dr	
Prox. to Subject	1.30 miles SW
Sale Price	134,000
Gross Living Area	1,404
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.85 Acres +/-
Quality	Average
Age	26



Comparable 2

5441 Hog Mountain Rd	
Prox. to Subject	2.39 miles S
Sale Price	134,000
Gross Living Area	1,296
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	1.14 Acres +/-
Quality	Average
Age	20



Comparable 3

3084 Beards Rd	
Prox. to Subject	4.25 miles SW
Sale Price	93,000
Gross Living Area	1,296
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.37 Acres +/-
Quality	Average
Age	22

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 4

6247 Malibu Rdg	
Prox. to Subject	2.04 miles SE
Sale Price	100,500
Gross Living Area	1,104
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.90 Acres +/-
Quality	Average
Age	29



Comparable 5

5539 Oakfern Trl	
Prox. to Subject	2.23 miles S
Sale Price	142,500
Gross Living Area	1,568
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	2.24 Acres +/-
Quality	Average
Age	33

Comparable 6

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Building Sketch

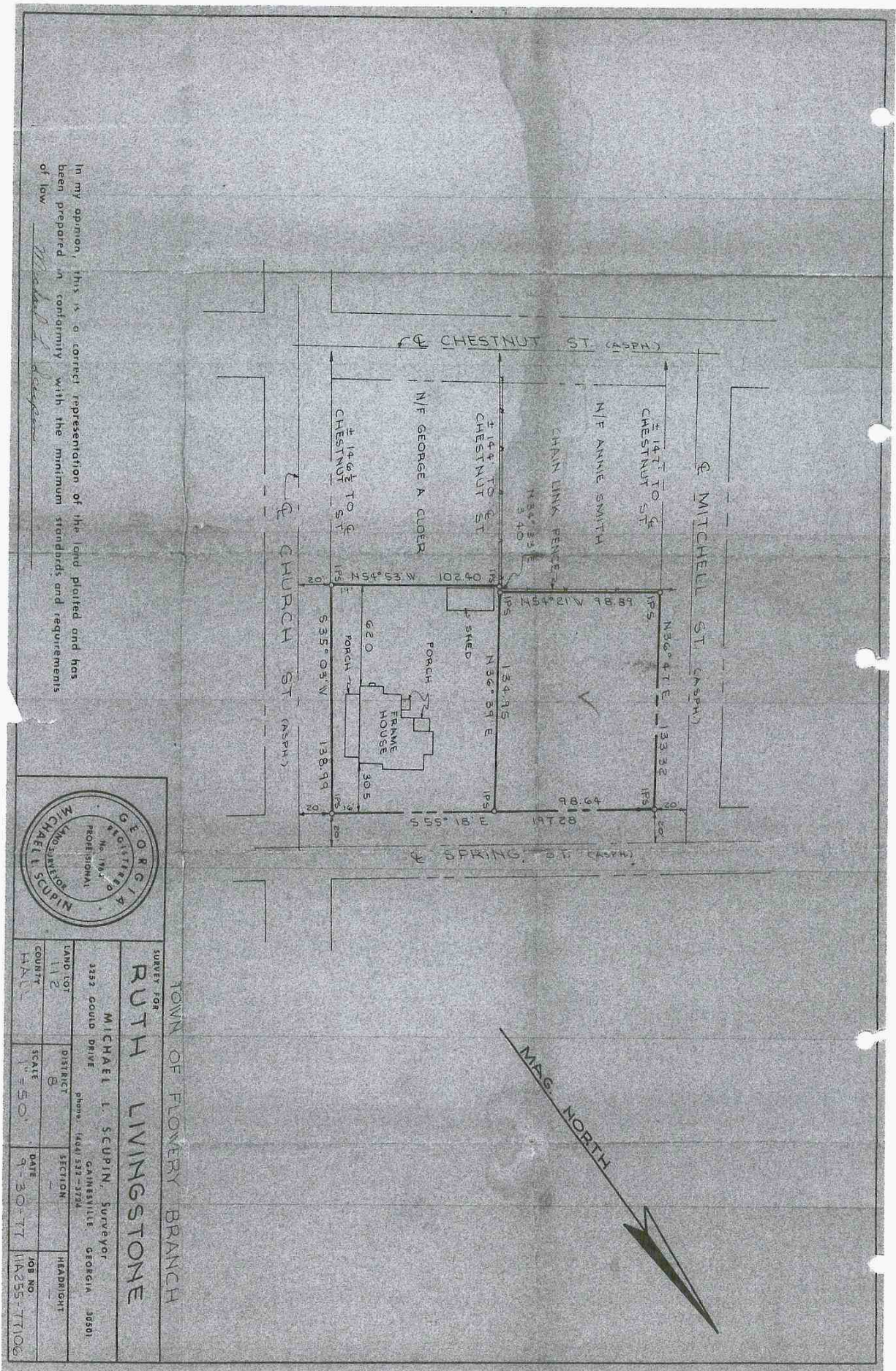
Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



TOTAL Sketch by a la mode, inc.

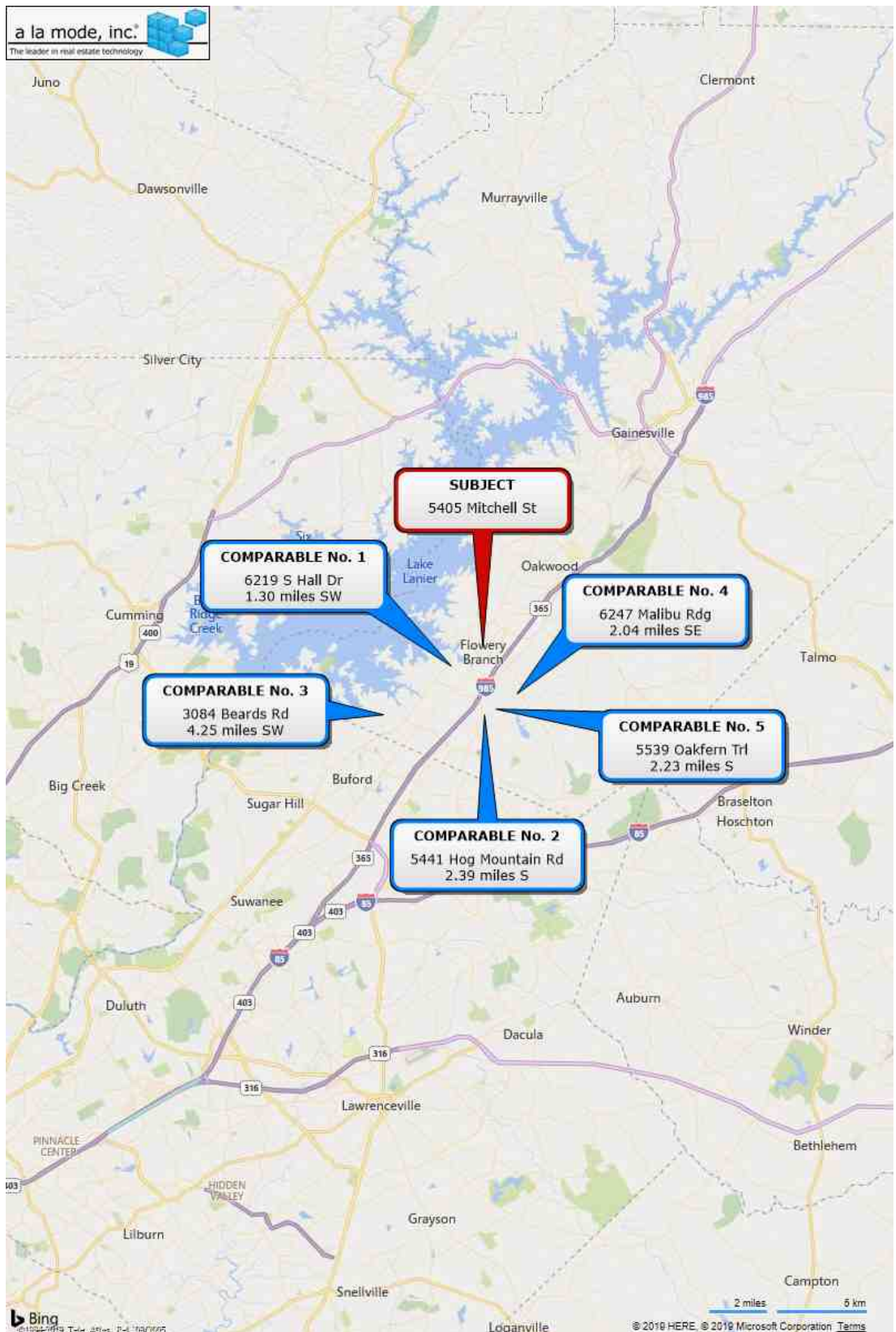
Area Calculations Summary

Living Area		Calculation Details
First Floor	1458 Sq ft	54 × 27 = 1458
Total Living Area (Rounded):		1458 Sq ft
Non-living Area		
1 Car Carport	240 Sq ft	12 × 20 = 240
Shop	408 Sq ft	12 × 20 = 240 7 × 24 = 168



Location Map

Borrower	Heritage Builders Group, LLC Chris Hill						
Property Address	5405 Mitchell St						
City	Flowery Branch	County	Hall	State	GA	Zip Code	30542
Lender/Client	Renasant Bank						



Appraisers License

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

LARRY C SARCHENKO

240391

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
STATE LICENSED REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

STATE LICENSED REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

**STATE LICENSED REAL PROPERTY
APPRAISER**

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

Supervisory Appraisers License

STATE OF GEORGIA

REAL ESTATE APPRAISERS BOARD

M LOYD PENDLEY

765

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY

Chairperson

JEFF A. LAWSON

Vice Chairperson

JEANMARIE HOLMES

WILLIAM A. MURRAY

KEITH STONE

20340043

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

20340043

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

20340043

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

E & O Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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

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

PRODUCER

Integrity Ins BROKERED
282 South Main Street
Alpharetta, GA 30009

INSURED

Pendley & Pendley Appraisers & Consultants
Pendley
2055 Atlanta Hwy
Cumming, GA 30040

CONTACT NAME: Andreina Tharp

PHONE (A/C, No, Ext): (770)475-4000

FAX (A/C, No):

E-MAIL ADDRESS: andreina@loydayinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Victor O Schinnerer & Co Inc

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-68132

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	E&O			RFB005183662-19	03/06/2019	03/06/2020	Ded \$5,000 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Named Insured

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

AUTHORIZED REPRESENTATIVE



(ATH)

Borrower	Heritage Builders Group, LLC Chris Hill					File No. 192020r
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

[illegible]**APPRAISER:**

Signature: 
Name: Larry Sarchenko

State Certification #: _____
or State License #: L240391
State: GA Expiration Date of Certification or License: 03/31/2020
Date of Signature and Report: 09/12/2019
Effective Date of Appraisal: 09/06/2019
Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): 09/06/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: Loyd Pendley
Name: Loyd Pendley, SRA

State Certification #: CG765
or State License #: _____
State: GA Expiration Date of Certification or License: 04/30/2020
Date of Signature: 09/12/2019

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

RUSSELL L. PHILLIPS & ASSOCIATES
REAL ESTATE CONSULTANTS AND APPRAISERS

October 25, 2019

Invoice No. 5930

Chris Hill
Post Office Box 1929
Buford, Georgia 30515

Appraisal Services:

Tax Parcel 08112-023001
Hall County
5702 Main Street
Flowery Branch, Georgia 30542

Total Due \$ 975.00

P.O. BOX 531 • BUFORD, GEORGIA 30515 • PHONE (770) 945-2600

Russell L. Phillips & Associates

REAL ESTATE APPRAISERS AND CONSULTANTS
P.O. BOX 531 • BUFORD, GEORGIA 30515 • 770-945-2600

APPRAISAL REPORT

AND

VALUATION ANALYSIS

PROPERTY LOCATION

Tax Parcel 08112-023001
Hall County
5702 Main Street
Flowery Branch, Georgia 30542

PREPARED FOR

Chris Hill
Post Office Box 1929
Buford, Georgia 30515

PROPERTY OF

City of Flowery Branch
Post Office Box 757
Flowery Branch, Georgia 30542

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ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following limiting conditions:

1. Unless otherwise noted, all existing liens and/or encumbrances if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has a favorable mortgage position, if any.
2. The appraiser did not search validity of title nor does he assume responsibility for corrections which a survey of the property may reveal.
3. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.
4. No responsibility is assumed for matters legal in character.
5. Sketches are accurate only for purposes of approximation.
6. This report is not to be reproduced in part or as a whole without written consent of the appraiser.
7. The conclusion expressed herein assumes competent and aggressive management and/or marketing of the subject property in achieving rental increases, if necessary.
8. The contents of the appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, re-appraisal, or review of the property.
9. Information regarding the location or existence of public utilities has been obtained through verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
10. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated. Neither report (especially any conclusions as to value, the identity of the

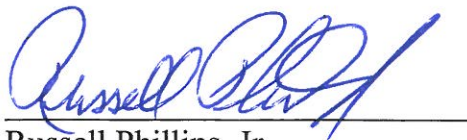
appraiser or the firm with which he is connected) shall be disseminated to the public through the advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

11. Opinions of value contained herein are estimates and there are no guarantees, either written or implied that the property would sell for the expressed estimates of value.
12. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
13. The property history has been provided by conversation with various individuals involved with the chain of title, and if available, various documents such as contracts, deeds, leases, and closing statements. I have not performed a title search, nor do I warrant that the history, as presented herein, is completely accurate, since we have relied upon the information of others. Any person contemplating an interest in the subject property, should rely solely upon a title search and opinion prepared by a qualified attorney-at-law.
14. If it is noted in this report that the subject real estate involved is a geographical or physical portion of a larger parcel of real estate, then the value estimate expressed should not be construed as applying with equal validity to other portions of the larger parcel or tract; i.e., the value reported for subject geographical portions, may or may not equal the value of the entire parcel or tract considered as an entity.
15. There has been no soil or subsurface report or percolation test made available to the appraiser. Therefore, any conditions which may exist that adversely affect the value of the subject property, with respect to these matters, cannot be known.
16. The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- my engagement in this assignment or in any future assignment is not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- I have not provided a service to the subject property within the last three (3) years.



Russell Phillips, Jr.
Certified General Real Estate Appraiser
No. 431

October 23, 2019

Mr. Chris Hill
Post Office Box 1929
Buford, Georgia 30515

RE: Tax Parcel 08112-023001
Hall County
5702 Main Street
Flowery Branch, Georgia 30542

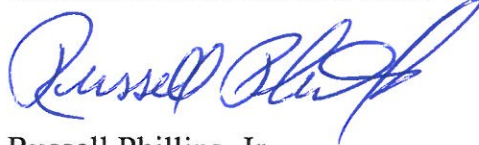
Dear Mr. Hill:

In accordance with your request, I have prepared an Appraisal Report on the above captioned property. The property is described more fully in the body of this report. The purpose of this report is to estimate the market value of the unencumbered fee simple interest of the vacant land.

The intended use of this report is for financial planning purposes. A marketing period of one (1) year or less would be supported by market activity in this area. This report is intended for use only by Chris Hill. Use of this report by others is not intended by the appraiser.

I hereby certify that I have inspected the property, that I have no interest in the property, present or contemplated, and that the fee charged is not contingent upon the value reported. A summary of facts and conclusions follow this letter. It has been a pleasure to assist you in this matter.

Respectfully submitted,
RUSSELL L. PHILLIPS AND ASSOCIATES



Russell Phillips, Jr.
Certified General Real Estate Appraiser No. 431

RP:om

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

SITE LOCATION:	Tax Parcel 08112-023001 Hall County 5702 Main Street Flowery Branch, Georgia 30542
DATE OF APPRAISAL:	October 11, 2019
PROPERTY RIGHTS APPRAISED:	Fee Simple
SITE AREA:	1.41± Acres
IMPROVEMENTS:	None Noted
ZONING:	CBD Central Business District
HIGHEST AND BEST USE:	Retail Buildings
FLOOD PLAIN:	13139C 0291G Dated April 4, 2018

PERTINENT DATA

SALES COMPARISON APPROACH:	\$ 522,000.00
COST APPROACH:	N/A
INCOME APPROACH:	N/A
FINAL ESTIMATE OF VALUE:	\$ 522,000.00

IDENTIFICATION OF PROPERTY

The property being appraised consists of a parcel of land containing 1.41± acres that is located on the north side of Main Street in the City of Flowery Branch, Hall County, Georgia. The site fronts on Gainesville Street, Pine Street and Mitchell Street, also. A tax plat included in the addendum depicts the property being appraised.

PURPOSE AND DATE OF APPRAISAL

The purpose of this appraisal is to develop an opinion of market value for the unencumbered fee simple interest of the vacant land. The value estimate expressed herein considers, October 11, 2019 as the date of value.

Market value may be defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

OWNERSHIP

The best indications are that the fee simple ownership of the subject property is held by:

City of Flowery Branch
Post Office Box 757
Flowery Branch, Georgia 30542

EXPOSURE TIME

The exposure time is estimated to be nine (9) to twelve (12) months. The effort for exposure of the property is assumed to be adequate, sufficient and reasonable. Both exposure time and effort for exposure of the property are assumed to precede the date of value. This time frame is an integral part of the appraisal analysis and is based on statistical information about days on the market.

SCOPE OF WORK

The appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The intended use of this appraisal report is to estimate the market value of the subject property for financial planning purposes. In order to complete this assignment, an inspection of the site was conducted. The plat was examined for the location of easements and any adverse conditions. The highest and best use of the site was analyzed to determine financially feasible and maximally productive uses for this site. My market research involved collecting and analyzing pertinent market data. This data has been applied through appropriate techniques to arrive at a documented estimate of market value.

There are three (3) generally recognized approaches to value, which may be used in estimating the value of real estate.

- 1] **COST APPROACH** - That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.
- 2] **DIRECT SALES COMPARISON APPROACH** - That approach in appraisal analysis which is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Direct Sales Comparison Approach is relatively unreliable in an inactive market or in estimating the value of properties for which no real comparable sales data exist. Also referred to as the Market Comparison or Market Data Approach.

- 3] **INCOME APPROACH** - That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The Income Approach is widely applied in appraising income-producing properties. Anticipated future income and/or reversions are discounted to a present worth figure throughout the capitalization process.

In order to arrive at an estimate of market value for the property being appraised, it is necessary to assemble from the market place as much information as is considered pertinent to the appraisal problem. This information is utilized in the different appraisal approaches.

In arriving at an indication of value by each of the utilized approaches, they are reconciled into a single estimate of value based upon the approach which has the highest quantity and quality of data available, and the one in which the market participant typically has the greatest confidence.

The Sales Comparison Approach will be used to establish the market value of the vacant land. The Cost and Income Approaches are not considered to be applicable since there are no improvements which contribute substantial value.

PROPERTY RIGHTS APPRAISED

The property rights considered in this appraisal is the fee simple ownership, subject to normal mortgage loan encumbrances, utility easements, and right of tenants, if any.

AREA DATA

The subject property is located in historic downtown Flowery Branch. The site is located approximately forty five (45) miles northeast of downtown Atlanta.

The following is a description of the subject's surrounding area:

1. Usage Grid: Breakdown by percentage of development
 - Area surrounding the subject property is approximately ninety (90%) developed.
 - This development is divided as follows:
40% Residential Properties
35% Commercial Properties
10% Industrial Properties
5% Office/Institutional Properties
10% Vacant
2. Major developments or significant points of interest
 - Road Atlanta
 - Chateau Elan Resort
 - Mall of Georgia (Largest in State)
 - Lake Lanier
3. Types of districts in this area (commercial, residential, office, industrial)
 - Small stand-alone commercial, restaurants and office facilities.
 - Neighborhood strip retail facilities from 5,000 and 100,000 plus square feet.

- Office Warehouse buildings
 - Medium-density residential single-family housing in the area, ranging in prices from \$150,000 to \$500,000 per unit.
4. Age of buildings and population
- Most of the surrounding properties were developed in the time period from the 1950's to the present. Area has experienced stable development in the ten (10) year period prior to the date of this appraisal.
5. Major traffic arteries
- Highway 53
 - Lanier Islands Parkway
 - Interstate 985 is one of the major traffic arteries that provides access to the downtown Atlanta area.

Conclusion:

The general area surrounding the subject has realized a significant amount of development during the last ten (10) years. Stonebridge Village Shopping Center is located one mile southeast of the subject property. Northeast Georgia Medical Center's new 119 acre medical complex is was recently finished. Lanier Islands Parkway was recently completed. Downtown Flowery Branch is being revitalized. A new City Hall building was recently constructed. New residential development is ongoing in downtown Flowery Branch. Prospects for long term growth and development are considered to be good. A demographic profile of Hall County has been included in the addendum.

LAND DESCRIPTION

The subject site is a rectangular shaped parcel of land containing 1.41± acres. The dimensions are approximately 160' x 182'. Frontage is provided along the north side of Main Street, the southeast side of Gainesville Street and the southwest side of Pine Street and the west side of Mitchell Street. The land has been cleared and rough graded. Level topography is provided. Adequate drainage appeared to be provided for surface water. Since the site has good road frontage, it would be possible to subdivide the site into more than one commercial lot. No adverse easements were noted at the time of inspection.

In summary, the site appeared to have good physical utility possessing good road frontage, shape, access and market exposure.

ZONING

The subject property is zoned CBD Central Business District by the City of Flowery Branch. A copy of the zoning ordinance has been included in the addendum.

TAXES

The subject property is being valued for tax purposes as follows:

Land:	\$ 123,100.00
Improvements:	\$ 457,614.00
Accessory	<u>\$ 30,248.00</u>
Total Tax Value:	\$ 610,962.00

All of the previous improvements have been razed. Since the property is owned by a municipal government, no taxes are levied.

FLOOD PLAIN

No site area is located in a flood hazard area, according to FIRM MAP 13139C 0291G dated April 4, 2018.

UTILITIES

Available utilities to the site include electricity, natural gas, potable water and sanitary sewer.

SALES HISTORY

No title report was provided to the appraiser. Tax records indicate that the subject property has not had a transfer in ownership within the last three years.

HIGHEST AND BEST USE

Highest and best use may be defined as that use which should provide the greatest net return to the land, or that use which should reflect the highest land value as of the date on the appraisal. The highest and best use of the land, if vacant and available for use, may be different from the highest and best use of the improved property. This will be true when the improvement is not an appropriate use and yet makes a contribution to total property value in excess of the value of the site.

The highest and best use is that use that has been found to be legally permissible, physically possible, appropriately supported and financially feasible that results in the highest value.

A determination of the highest and best use of the property is related to the income potential and eventual resale of the property. The highest and best use will maximize the net operating income on a long term basis. Four (4) criteria must be met for this to occur.

- 1] PHYSICALLY POSSIBLE
- 2] LEGALLY PERMISSIBLE
- 3] FINANCIALLY FEASIBLE
- 4] MAXIMALLY PRODUCTIVE

From a physical standpoint, the terrain of the land and size of the site appears to be suitable for commercial development. Retail buildings would be a legally permissible use of the site.

This area of Hall County has maintained a steady rate of growth over the last five (5) years which would be exhibited by the new schools which have been constructed in the area.

Retail buildings would provide the owner with a greater yield on invested capital than leaving the property undeveloped.

Based upon the analysis above, it is evident that the highest and best use of the subject property would be one or more retail buildings as though vacant and improved.

DIRECT SALES COMPARISON APPROACH

LAND VALUE

An analysis of land value disregards improvements and is predicated entirely upon the land as though unimproved under the concept of highest and best use. Therefore, the value of the subject land was estimated after careful comparison with similar properties which have recently been sold. Several other sales were considered by the appraiser, but they were not included because there was too wide a difference in physical factors, location, and time.

In comparing the sales to the subject property, consideration was given to factors of time, location, physical characteristics, and terms and conditions of the sale. Adjustments were made, if indicated, from the sale to the subject property, and said adjustments were based on the actions and desires of typical purchasers in this market area.

All four (4) sales were located in the same general area as the subject. All took place between February 2018 and June 2019. The appraiser's investigation indicated no unusual motivating factors as to any of the sales. All of the sales are located in the general area surrounding the subject and are considered to be good indicators of market value.

A description of each of the four (4) sales, as well as any adjustments of the sales to the subject property, follows herein. They are then correlated to the final value indication.

COMPARABLE SALES

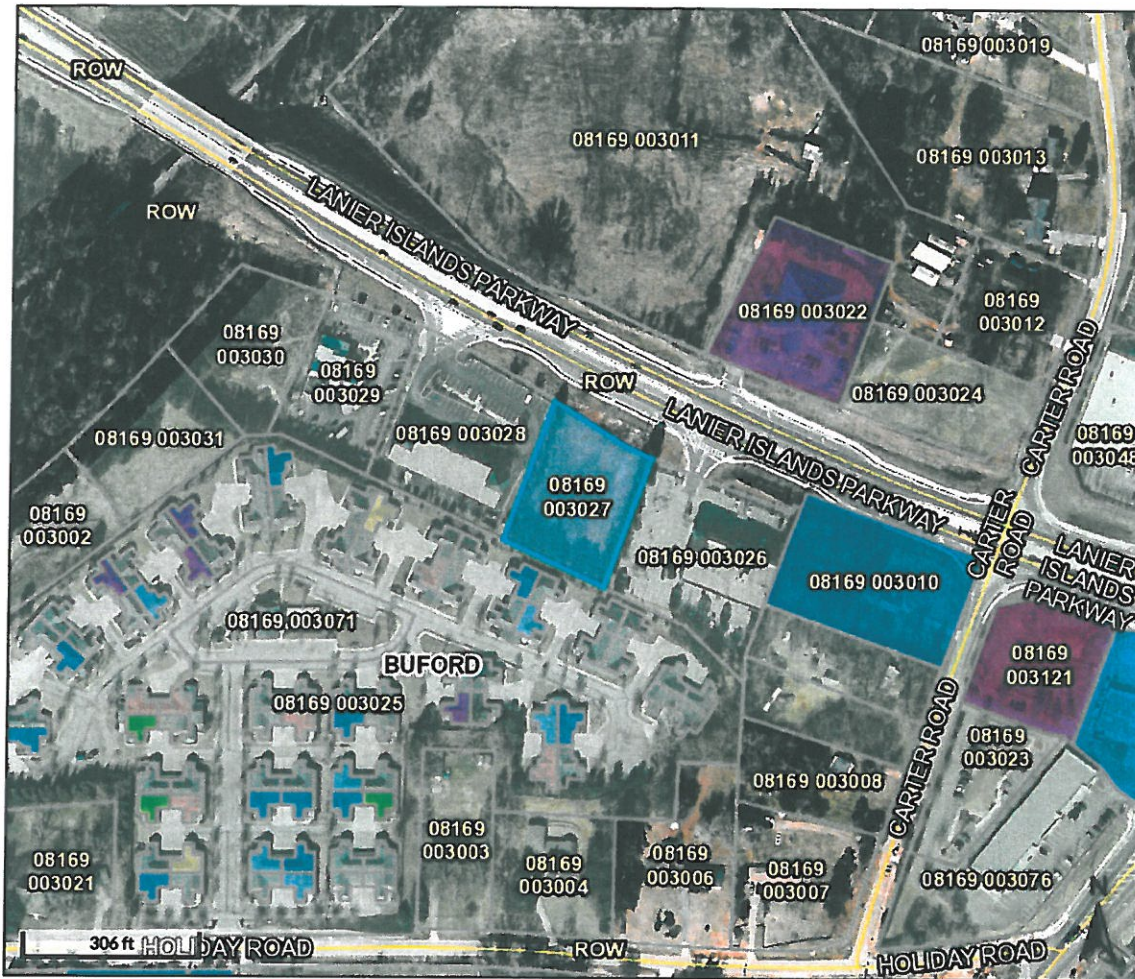
<u>SALE NO.</u>	<u>ADDRESS</u>	<u>SALE DATE</u>	<u>SIZE/ ACRES</u>	<u>SALES PRICE</u>	<u>PRICE/ SQ. FT.</u>
1.	Lanier Island Parkway, Buford	02-14-18	1.0	\$395,000	\$9.07
2.	Winder Highway, Flowery Branch	05-31-19	1.31	\$436,000	\$7.64
3.	Gainesville Highway, Buford	01-31-19	1.02	\$375,000	\$8.44
4.	Thompson Mill Road, Braselton	06-24-19	6.356	\$3,265,700	\$11.80

SALE NO. 1

GRANTOR:	MRE-Lanier Plaza, LLC
GRANTEE:	Wilson's Land Management, LLC
LOCATION:	Tax Parcel 08169 003027 Hall County 5348 Lanier Islands Parkway Buford, Georgia
DATE OF SALE:	February 14, 2018
FINANCING:	Conventional for \$395,000.00
SOURCE:	Costar/Tax and Deed Records
SIZE:	1.0 Acre
SALES PRICE:	\$395,000.00
PRICE PER SQ. FT.:	\$9.07
ZONING:	C2
DEED BOOK AND PAGE:	Book 8043 - Page 268

REMARKS:

The site had been cleared and rough graded. A dentist office is being constructed on the site. All utilities are available. No prior sale within the past year.



Overview



Legend

Parcels

Qualified Sales

- 2013
- 2014
- 2015
- 2016
- 2017
- 2018

Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID 08169 003027
Class Code Commercial
Taxing District BUFORD 1
Acres 1

Owner WILSON'S LAND MANAGEMENT, LLC
5328 LANIER ISLANDS PARKWAY
SUITE 200
BUFORD GA 30518
Physical Address 5348 LANIER ISLANDS PKWY
Assessed Value Value \$395000

Last 2 Sales

Date	Price	Reason	Qual
2/14/2018	\$395000	LM	Q
4/9/2008	\$2800000	25	U

(Note: Not to be used on legal documents)

Date created: 8/27/2019

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SALE NO. 2

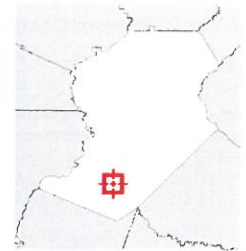
GRANTOR:	PMR Group, LLC
GRANTEE:	POP Flowery Branch GCP, LLC
LOCATION:	Tax Parcel 1500045-00048 Hall County 3474 Winder Highway Flowery Branch, Georgia
DATE OF SALE:	May 31, 2019
FINANCING:	Conventional for \$1,575,000.00
SOURCE:	Costar and Deed Records
SIZE:	1.31 Acres
SALES PRICE:	\$436,000.00
PRICE PER SQ. FT.:	\$7.64
ZONING:	PCD
DEED BOOK AND PAGE:	Book 8278 - Page 534

REMARKS:

The site had been cleared and rough graded. The intended use of the site is a Popeyes restaurant. No prior sale within the past year. All utilities are available.



Overview



Legend

- ☐ Parcels
- Qualified Sales
 - 2013
 - 2014
 - 2015
 - 2016
 - 2017
 - 2018
- Roads
- Cities
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID	15045 000048	Owner	POP FLOWERY BRANCH CGP, LLC	Last 2 Sales			
Class Code	Commercial		361 SUMMIT BOULEVARD, SUITE 110	Date	Price	Reason	Qual
Taxing District	OAKWOOD		BIRMINGHAM AL 35243	5/31/2019	\$436000	LM	Q
	OAKWOOD	Physical	3474 WINDER HWY	12/27/2017	0	25	U
Acres	1.31	Address					
		Assessed Value	Value \$131000				

(Note: Not to be used on legal documents)

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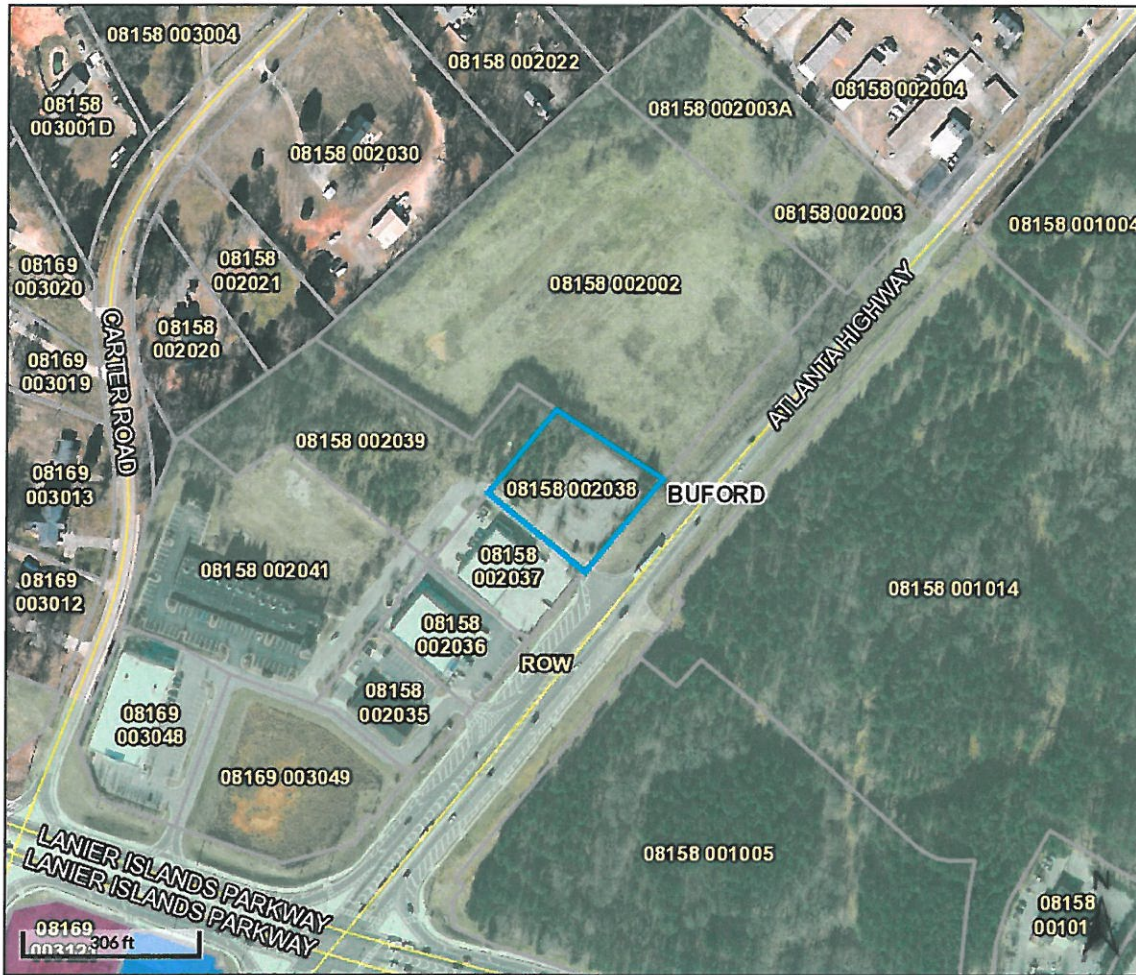
Developed by  **Schneider**
GEOSPATIAL

SALE NO. 3

GRANTOR:	L. Jason Payne, DMD, P.C.
GRANTEE:	Nhin Thi Nguyen, Etal.
LOCATION:	Tax Parcel 08158-002038 Hall County 940 Gainesville Highway Buford, Georgia
DATE OF SALE:	January 31, 2019
FINANCING:	All Cash Sale
SOURCE:	Costar/Tax and Deed Records
SIZE:	1.02± Acres
SALES PRICE:	\$375,000.00
PRICE PER SQ. FT.:	\$8.44
ZONING:	C2
DEED BOOK AND PAGE:	Book 8216 - Page 687

REMARKS:

The site had been cleared and graded. Site improvements include an asphalt parking lot. No prior sale within the past year. All utilities are available.



Overview



Legend

- ☐ Parcels
- Qualified Sales**
 - 2013
 - 2014
 - 2015
 - 2016
 - 2017
 - 2018
- Roads**
- Cities**
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID 08158 002038
 Class Code Commercial
 Taxing District BUFORD 1
 Acres 1.02

Owner NHIN THI NGUYEN
 NGUYEN, PHUC THE
 6323 BODEGA COURT
 EASTVALE CA 92880
 Physical Address 940 GAINESVILLE HWY
 Assessed Value Value \$446200

Last 2 Sales

Date	Price	Reason	Qual
1/31/2019	\$375000	FM	Q
5/6/2013	\$360000	FA	U

(Note: Not to be used on legal documents)

Date created: 10/25/2019
 Last Data Uploaded: 10/25/2019 12:52:13 AM

Developed by  **Schneider**
 GEOSPATIAL

SALE NO. 4

GRANTOR:	Highpointe Properties, LLC
GRANTEE:	Highpoint Circle Braselton, LLC
LOCATION:	Tax Parcels 3-006-004 Gwinnett County 6300 Thompson Mill Road Braselton, Georgia
DATE OF SALE:	June 24, 2019
FINANCING:	Conventional for \$2,612,560.00
SOURCE:	Costar/Tax and Deed Records
SIZE:	6.356± Acres
SALES PRICE:	\$3,265,700.00
PRICE PER SQ. FT.:	\$11.80
ZONING:	C2
DEED BOOK AND PAGE:	Book 56710 - Page 0002

REMARKS:

The site was partially wooded with gently sloping topography. The intended use of the site is a medical office building. All utilities are available. Sale is located near a new hospital and it's location is superior to the subject property. No prior sale within the past year.



0 130 260 520 ft
N

10/24/2019

Map Title

- Property Parcels
- County Boundary

This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.

ANALYSIS AND CONCLUSION OF LAND VALUE

In arriving at an indicated value for the subject property by the Direct Sales Comparison Approach, all sales were given weight according to their degree of comparability to the subject property. The sales ranged in price from \$7.64 per sq. ft. to \$11.80 per sq. ft. and in size from 1.0± acre to 6.356± acres.

A location adjustment of 20% will be made to Sale 4 to account for it's proximity to the new hospital.

	<u>SUBJECT</u>	<u>SALE 1</u>	<u>SALE 2</u>	<u>SALE 3</u>	<u>SALE 4</u>
Sales Price	N/A	\$395,000	\$436,000	\$375,000	\$3,265,700
Price/Sq. Ft.	N/A	\$9.07	\$7.64	\$8.44	\$11.80
Sale Date	N/A	02/18	05/19	01/19	06/19
Concessions	N/A	None	None	None	None
Location	Good	Similar	Similar	Similar	Superior -20%
Size (AC)	1.41±	1.0	1.31	1.02	6.356
Topography	Good	Similar	Similar	Similar	Similar
Utilities	Good	Similar	Similar	Similar	Similar
Net Adj.		-0-	-0-	-0-	-20%
Indicated Value		\$9.07	\$7.64	\$8.44	\$9.44

After considering all of the data regarding the subject property and the comparables, an estimated value of \$8.50 per sq. ft. would appear to be reflective of market conditions in this area at the present time. The market value of the subject property is estimated to be as follows:

$$\begin{array}{rclcl} 1.41\pm \text{ Acres (61,420 sq. ft.)} & \times & \$8.50/\text{Sq. Ft.} & = & \$522,070.00 \\ & & \text{Rounded to} & & \$522,000.00 \end{array}$$

FINAL ESTIMATE OF MARKET VALUE

Sufficient data has been assembled and analyzed for the purposes of judging the reactions of typical purchasers in the market place. After having studied the reasonableness and reliability of the data, it is the appraiser's opinion that the Market Value of the subject property, as of October 11, 2019 is indicated to be as follows:

FIVE HUNDRED TWENTY TWO THOUSAND DOLLARS

(\$522,000.00)

ADDENDUM

Borrower			
Property Address			
City	County	State	Zip Code
Lender/Client		Address	



SUBJECT SITE



SUBJECT SITE



STREET

Borrower			
Property Address			
City	County	State	Zip Code
Lender/Client		Address	



SALLE 1



SALE 2

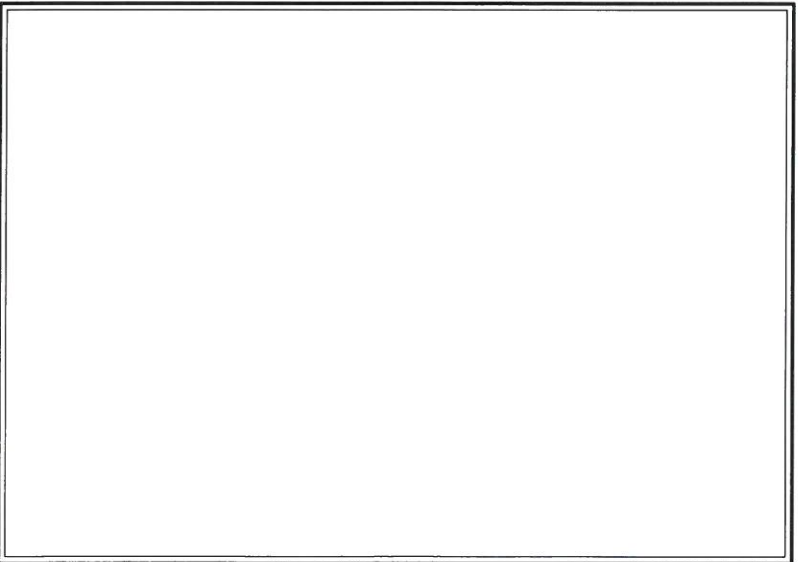
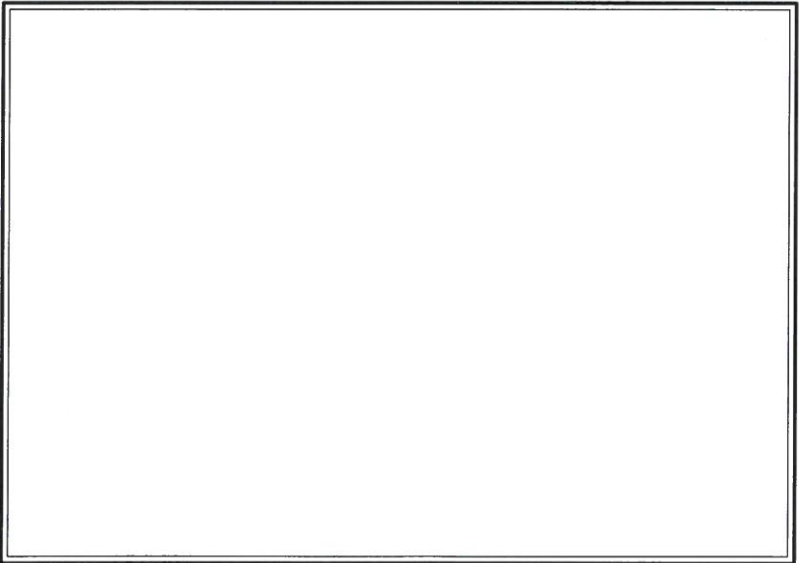


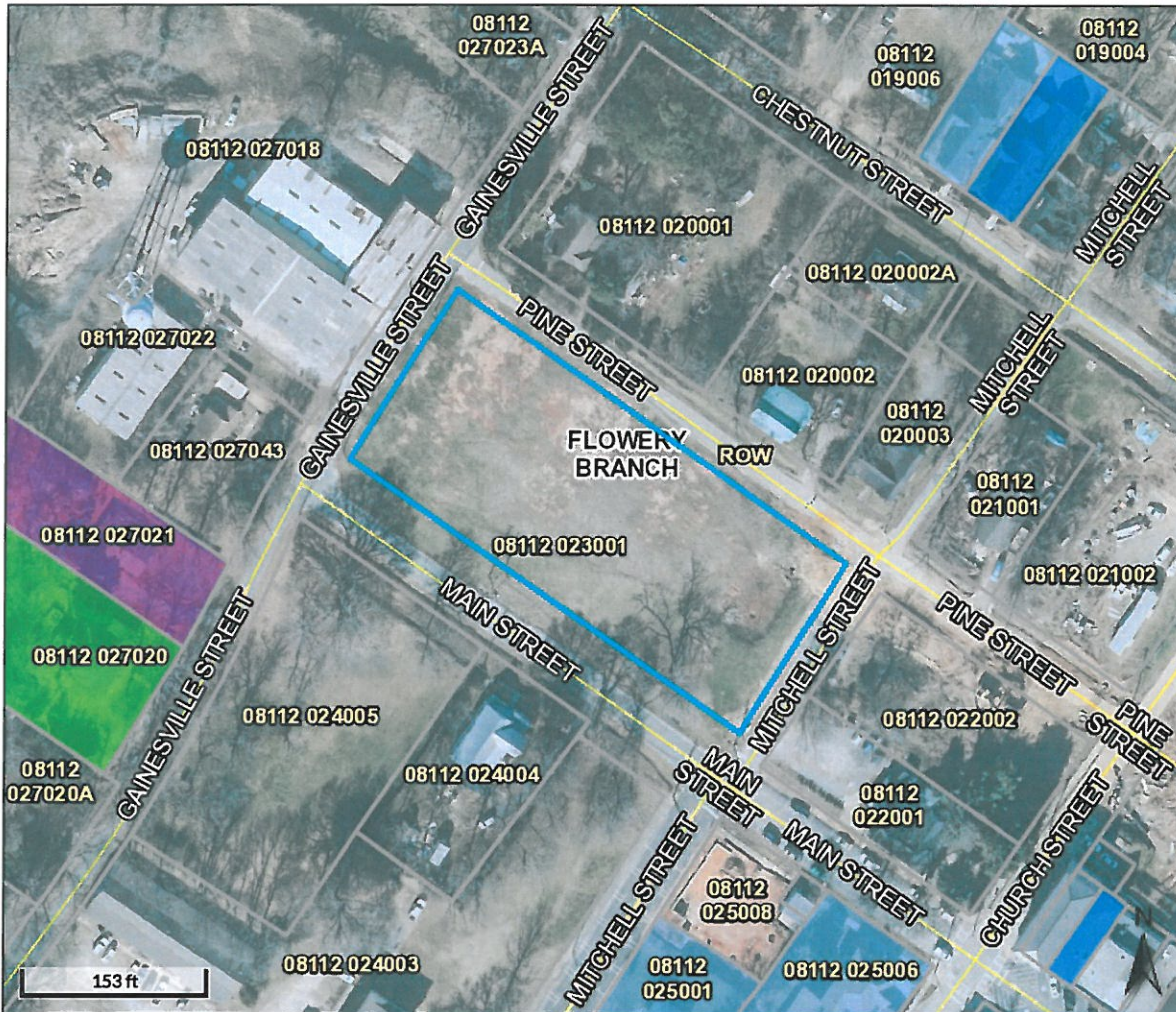
SALE 3

Borrower			
Property Address			
City	County	State	Zip Code
Lender/Client		Address	



SALE 4





Overview



Legend

Parcels

Qualified Sales

- 2013
- 2014
- 2015
- 2016
- 2017
- 2018

Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID	08112 023001	Owner	FLOWERY BRANCH CITY OF		Last 2 Sales			
Class Code	Exempt		5517 MAIN STREET		Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		FLOWERY BRANCH GA 30542		10/18/2010	\$262500	19	U
	FLOWERY BRANCH-TAD	Physical Address	5702 MAIN ST		3/31/2008	0	5	U
Acres	1.41	Assessed Value	Value \$610962					

(Note: Not to be used on legal documents)

Date created: 10/23/2019

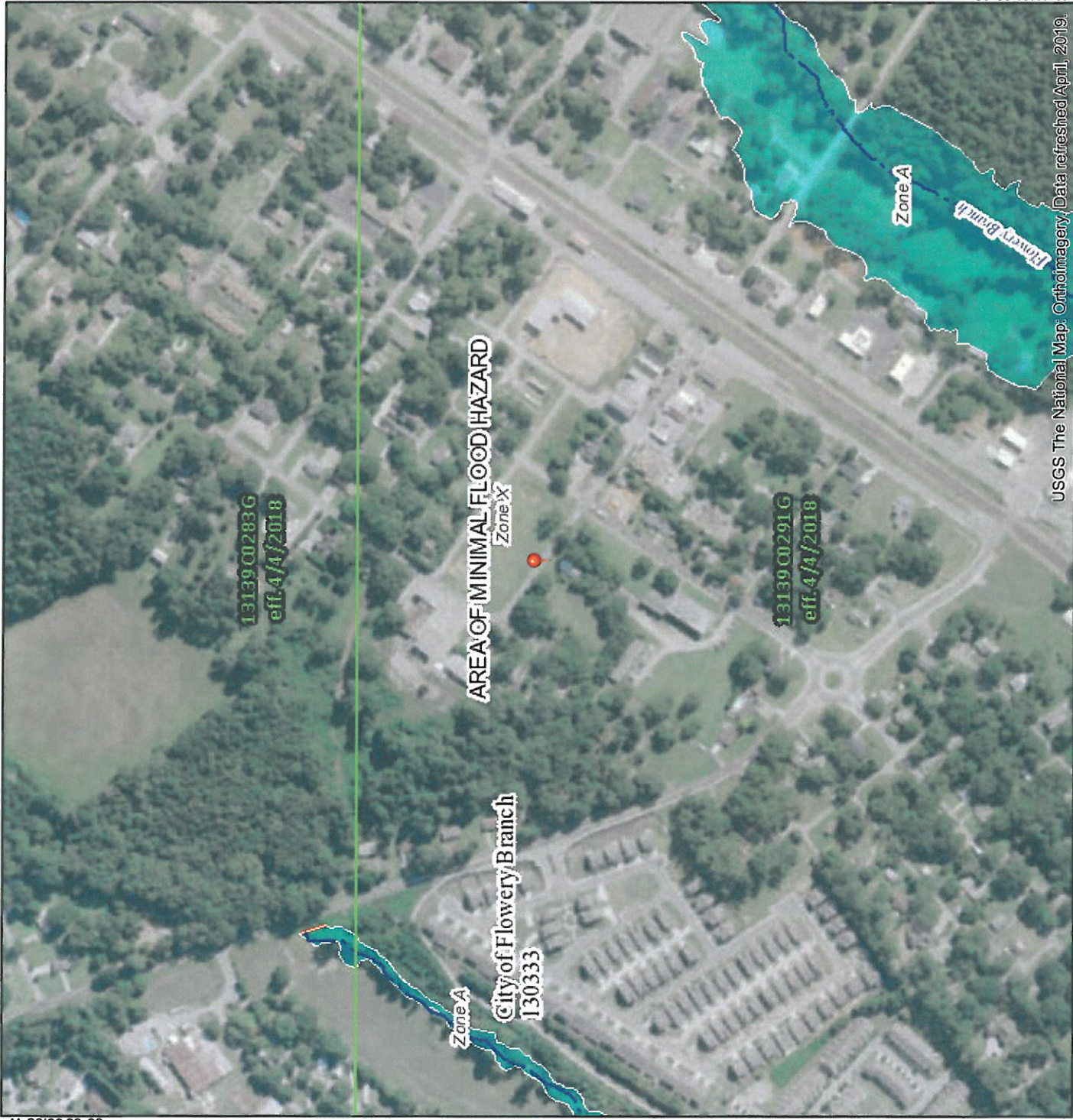
Last Data Uploaded: 10/23/2019 12:53:44 AM

Developed by Schneider
GEOSPATIAL

National Flood Hazard Layer FIRMette



34°11'24.88"N



USGS The National Map: Orthoimagery Data refreshed April, 2019.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

364

83°55'19.17"W

Legend

SEE HIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth
Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone J)
- Future Conditions 1% Annual Chance Flood Hazard (Zone X)
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee (Zone D)

OTHER AREAS

- Area of Minimal Flood Hazard (Zone X)
- Effective LOMRs
- Area of Undetermined Flood Hazard (Zone X)

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

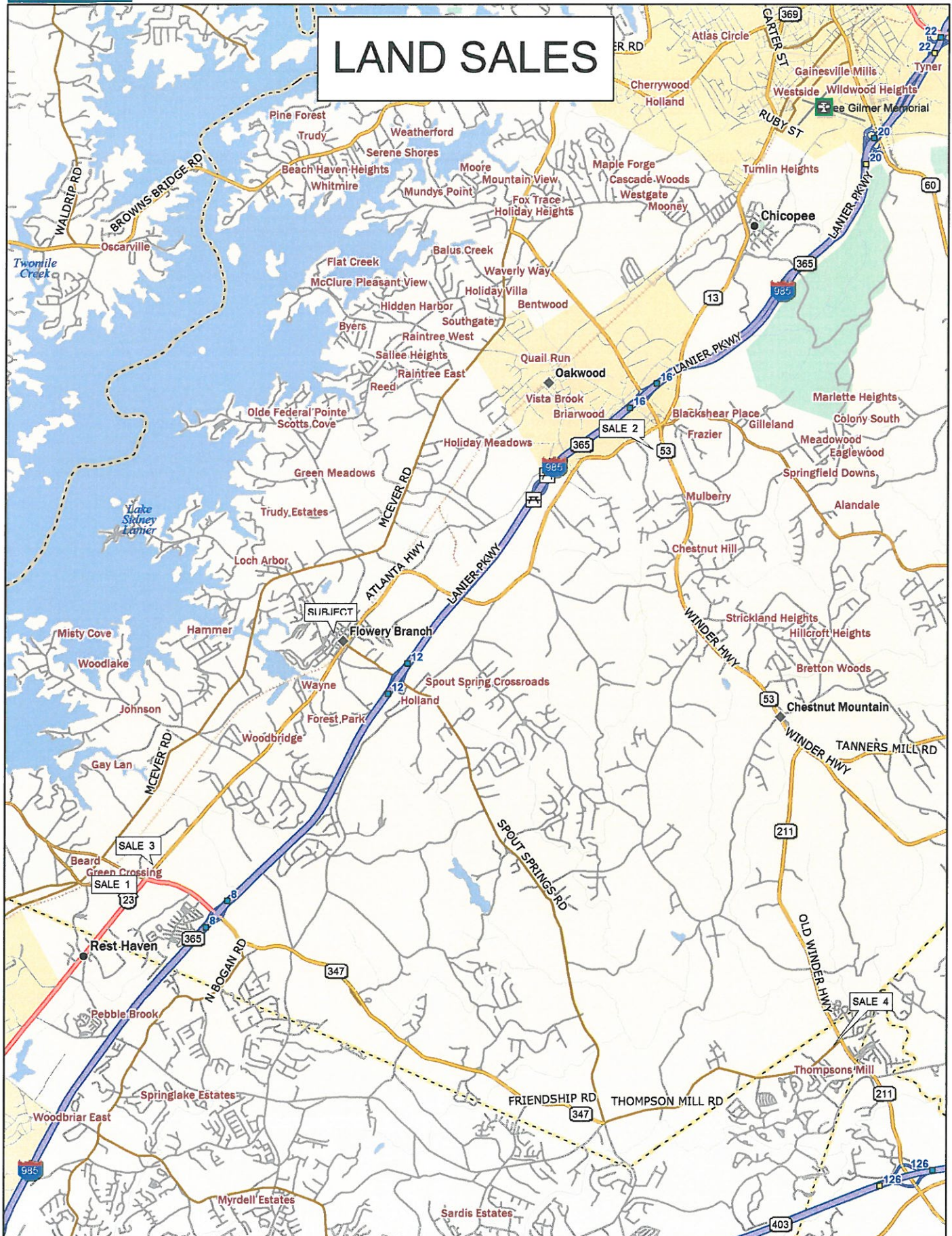
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/23/2019 at 2:32:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

LAND SALES



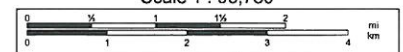
Data use subject to license.

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www.delorme.com



Scale 1 : 93,750



1" = 1.48 mi

Data Zoom 11-1

Sec. 9.5. - CBD, Central Business District.

- (a) *Purpose and Description* . This zoning district is intended to implement the redevelopment element of the Flowery Branch Comprehensive Plan, as amended. This zoning district is also intended to implement the "Central Business" designation of the Future Land Use Map contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "Old Town" character area established in the comprehensive plan, as amended. All construction projects require approval by the City Council of Flowery Branch. For lots zoned CBD which are within the city's local historic district, compliance with the city's historic preservation ordinance is also required.
- (b) *Character* . This district is a compact area corresponding with the city's downtown core. It is characterized by a grid block pattern with skinny streets, sidewalks composed of distinctive materials (e.g., stamped concrete) and lined with street trees. Developments are built to a pedestrian-friendly scale (i.e., "Main Street Commercial") and include plazas and small urban pocket parks. Buildings and structures which are considered "historic" are retained to maintain the overall historic character of the area.
- (c) *Permitted and Conditional Uses* . Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."
- (d) *Dimensional Requirements* . Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."
- (e) *Construction Approval* . Any proposed construction project must be approved by the City Council prior to issuance of any permit.
- (f) *Construction Approval Requirements* . All construction proposals shall submit at a minimum the following:
1. Legal description of the property;
 2. Survey of the property;
 3. Existing conditions analysis of the site to be redeveloped, including any existing buildings, structures, and/or uses on the subject site, and the existing land uses and description of buildings, structures, and uses on all adjacent lots;
 4. Letter of intent describing the proposed use(s) of the property or other action requested (redevelopment project approval). The applicant must be comprehensive in terms of describing all principal uses that will be included -

these will become limiting and binding on the developer - refer to the permitted uses listing in Table 9.1 of Article 9 of the Flowery Branch Zoning Ordinance. For complex projects, the applicant should describe the intended phasing of the project, if applicable. The letter of intent shall address the following:

- a. How the proposed action compares (and is consistent with) the goals, policies, and development requirements of the Old Town Redevelopment Plan;
 - b. How the project will be consistent with any adopted design guidelines for the type of development and/or the proposed use; and
 - c. How the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of buildings in the proposed redevelopment project will be appropriate in its surroundings;
5. Two copies and one electronic copy of a site plan of the property, at an appropriate engineering scale, showing the proposed use and relevant information (buildings, parking, open spaces, etc.) regarding proposed improvements;
 6. Statistics regarding the proposed development (this may be incorporated into the letter of intent, or shown on the site plan, or both). At minimum, such statistics shall include the total square footage of the redevelopment project, including any existing buildings to be retained, the total gross square footages of building(s) devoted to each use, and proposed building heights for all buildings and structures proposed in the redevelopment project;
 7. Two copies and one electronic copy of all exterior elevation drawings of all building faces that will front on a public or private street, and rear and side elevations of same if requested by Zoning Administrator, drawn to an architectural scale and signed by an architect. If structured parking is proposed, elevations of the parking structure must also be submitted. Said exterior elevation drawings shall clearly show in sufficient detail the exterior appearance and architectural design of proposed principal buildings. Each application shall also indicate proposed materials, textures and colors and provide samples of materials and colors. In cases where an applicant has already made application for approval of a certificate of appropriateness (COA), the applicant can submit the complete application for certificate of appropriateness as submitted to the

Historic Preservation Commission. Where an applicant has already received a certificate of appropriateness from the Historic Preservation Commission, resubmission of the approved application for certificate of appropriateness shall constitute compliance with this application requirement unless the Zoning Administrator notifies the applicant that additional information is needed for aspects not covered in the approved COA application;

8. Facility impact analyses, including the following:
 - a. Proof of water and sewer availability from the Public Works Director and Wastewater Treatment Plant Superintendent.
 - b. Analysis of the adequacy of drainage for the site (description and assessment of adequacy of stormwater facilities on-site and off-site).
9. A written development agreement, if the developer requests city participation in the provision of on-site or off-site facilities, such as the sharing of costs for facilities, shared parking, etc. which may or may not be available from the city. If accepted by the city, the development agreement may become a condition of project approval or it may be considered and approved separately from redevelopment project approval;
10. If any variances or administrative variances are required, the applicant will file a separate application following submission requirements and processes for the type of variance sought.

(Ord. No. 348-16, § 1 (Exh. A), 7-19-2018)

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

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	PC	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	PX	P	P
Automobile sales and service establishment	X	X	X	PP	X	X	X
Automobile sales without service	X	X	X	P	X	X	X
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	PC	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	PC	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	PC	X	P	P
Building sales establishment	X	X	X	PC	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	PC	X	P	P
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	PC	X	X	P
Cemetery or mausoleum	X	P	X	PC	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	PX	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	PC	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	PX	P	P
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Use	O-P	INST	NS	HB	CBD	M-1	M-2

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Article 9, Nonresidential Zoning Districts (Amended through Ord. 348-13)
Zoning Ordinance City of Flowery Branch, GA

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P
Continuing care retirement community	C	P	X	P	PC	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	P	P	PX	P	P
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	PX	C	C
Day care center serving 18 persons or more	X	P	C	P	PX	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	P	P	X	X	P	X	X
Dwelling, single-family detached, condominium	P	P	X	X	P	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	X	P	X	X
Dwelling, multi-family	X	X	X	CX	C	X	X
Dwelling, two-family (duplex)	C	C	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	PX	PX	X	PX	PX	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	CX	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	PC	P	P
Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	PC	X	P	P
Gas tank sales	X	X	X	PC	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	CX	X	X
Grocery							
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	PC	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	CX	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	PC	X	P	P
Machine shop	X	X	X	P	X	P	P
Manufactured home, "Class A"	X	X	X	X	X	X	X

Commented [RA2]: Remove entirely

Commented [RA3]: Check zoning

Commented [RA4]: Add definition to this

Article 9, Nonresidential Zoning Districts (Amended through Ord. 348-13)
Zoning Ordinance City of Flowery Branch, GA

Manufactured home other than "Class A"	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Use	O-P	INST	NS	HB	CBD	M-1	M-2
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P
Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro brewery	X	X	X	X	P	P	P
Mixed use building or development	C	X	P	P	P	C	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	XC	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P
Package Store	X	X					
Parking deck or structures, on-site or off-site	C	C	X	P	PC	C	C
Parking lot, off-site	P	P	P	P	PC	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	CX	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	PX	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	CX	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	CX	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	P	X	C	C
School, public	P	P	X	X	X	X	X
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	C	X	P	P
Service and fuel-filling station	X	X	X	P	CX	P	P
Showroom	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X
Taxi cab and limousine service	X	X	X	C	X	C	C

Commented [RA5]: Remove all manufactured homes

Commented [RA6]: Make sure definition is ok

Commented [RA7]: Check def of mixed use

Commented [RA8]: Check def

Commented [RA9]: Check approved districts

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Commented [RA10]: Check def

Article 9, Nonresidential Zoning Districts (Amended through Ord. 348-13)
Zoning Ordinance City of Flowery Branch, GA

Tattoo Parlor	X	X	X	P	x	C	C
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	PX	P	P
Use	O-P	INST	NS	HB	CBD	M-1	M-2
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	CX	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P

(Ord. 348-13)

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Table 9.2
Dimensional Requirements for Nonresidential Zoning Districts

Dimensional Requirement (measurement unit)	O-P	INST	NS	HB	CBD	M-1	M-2
Maximum height (feet)	35	45	35	60	Note 1	75	75
Maximum height (number of stories)	3	3	3	5	Note 1	4	5
Maximum density (units per acre)	3	3	3	12	N/A Note 2	N/A	N/A
Minimum lot size for detached single family dwelling (square feet)	10,000	10,000	10,000	10,000	407,000	N/A	N/A
Minimum lot size for other uses (square feet)	10,000	None	None	None	None	None	None
Minimum lot width (feet)	75	75	90	None	25 None	100	100
Minimum heated floor area per dwelling unit (square feet)	1,200	1,200	1,200	700	700	700	700
	N/A	N/A	N/A	N/A	1,000	N/A	N/A
Minimum front yard setback (feet)	25	40	25	25 None	None	25	25
Minimum side setback, interior lot line (feet)	10	40	10	105	None	15	15
Minimum side setback, corner lot (feet)	15	40	15	25 15	None	25	25
Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones	N/A	10	N/A	N/A	N/A	N/A	N/A
Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet)	N/A	5	N/A	N/A	N/A	N/A	N/A
Minimum rear setback (feet)	20	40	20	25	None	25	25
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)	25	50	40	50 30	None	60	60
Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)	15	40	30	40 30	None	50	50
Minimum landscape strip required along right-of-ways for any nonresidential or multi-family use (width in feet)	10	25	10	40 10 (None If built to front lot line)	None	30	30
Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)	5	15	5	None None	None	None	None
Maximum Floor-Area Ratio	0.34	0.34	0.34	0.85	Note 3 and See FAR Map for CBD	0.60	0.60
Maximum lot coverage (percent)	35	40	45	45 50	None	None	None
Minimum landscaped open space (percent)	25	20	15	15	Note 4 N/A	10	10

(Ord. 348-13)

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and

Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

Note 2. ~~No redevelopment project shall have residential uses that exceed 50 percent of the maximum Floor Area Ratio applicable for the lot on which such uses are located. This section applies to lots utilized for mixed-use purposes only.~~

Note 3. ~~The map titled "Floor Area Ratio, Flowery Branch Redevelopment Plan," is hereby adopted and made applicable. Floor Area ratios shall not exceed those shown on said map. For any property subject to this article not shown on said map, the FAR shall be 0.85 unless said map is specifically amended otherwise. Floor area ratios shall be calculated on the basis of all buildings on the lot, including accessory buildings and structures, but excluding any structured parking if permitted. For purposes of determining compliance with maximum FARs, floor area ratios shall be calculated on the basis of land within the lot prior to any dedication of land for roadway improvements or new roads.~~

Note 4. ~~For redevelopment projects only, as defined, on the same lot as the redevelopment project, each redevelopment project shall be responsible for providing and shall provide park land, pocket park space, open space, or improved pedestrian plazas, or combination thereof, as approved by the Zoning Administrator, at a rate of fifteen (15%) percent of the land area included in the lot redeveloped; provided, however, that as a part of redevelopment project approval, an applicant may propose and the City Council may approve the location of such required park land, pocket park space, open space, or improved pedestrian plazas, in whole or in part, on another lot adjacent to or nearby the redevelopment project but within the CBD zoning district. For purposes of compliance with this provision, the Zoning Administrator shall calculate the area of the lot existing after any dedication of land for road improvements or new roads.~~

see next page for FAR (Floor Area Ratio) Map.

QuickFacts**Flowery Branch city, Georgia**QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.**Table****ALL TOPICS****Flowery Branch
city, Georgia**

Population estimates, July 1, 2018, (V2018)

7,934

**PEOPLE****Population**

Population estimates, July 1, 2018, (V2018)

7,934

Population estimates base, April 1, 2010, (V2018)

5,747

Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)

38.1%

Population, Census, April 1, 2010

5,679

Age and Sex

Persons under 5 years, percent

▲ 4.6%

Persons under 18 years, percent

▲ 23.6%

Persons 65 years and over, percent

▲ 9.9%

Female persons, percent

▲ 45.4%

Race and Hispanic Origin

White alone, percent

▲ 84.7%

Black or African American alone, percent (a)

▲ 11.0%

American Indian and Alaska Native alone, percent (a)

▲ 0.0%

Asian alone, percent (a)

▲ 1.6%

Native Hawaiian and Other Pacific Islander alone, percent (a)

▲ 0.0%

Two or More Races, percent

▲ 1.4%

Hispanic or Latino, percent (b)

▲ 4.7%

White alone, not Hispanic or Latino, percent

▲ 82.0%

Population Characteristics

Veterans, 2013-2017

377

Foreign born persons, percent, 2013-2017

6.7%

Housing

Housing units, July 1, 2018, (V2018)

X

Owner-occupied housing unit rate, 2013-2017

60.6%

Median value of owner-occupied housing units, 2013-2017

\$201,700

Median selected monthly owner costs -with a mortgage, 2013-2017

\$1,503

Median selected monthly owner costs -without a mortgage, 2013-2017

\$510

Median gross rent, 2013-2017

\$1,039

Building permits, 2018

X

Families & Living Arrangements

Households, 2013-2017

2,812

Persons per household, 2013-2017

2.42

Living in same house 1 year ago, percent of persons age 1 year+, 2013-2017

73.8%

Language other than English spoken at home, percent of persons age 5 years+, 2013-2017

11.1%

Computer and Internet Use

Households with a computer, percent, 2013-2017

96.2%

Households with a broadband Internet subscription, percent, 2013-2017

92.9%

Education

High school graduate or higher, percent of persons age 25 years+, 2013-2017

94.7%

Bachelor's degree or higher, percent of persons age 25 years+, 2013-2017

39.6%

Health

With a disability, under age 65 years, percent, 2013-2017

4.7%

Persons without health insurance, under age 65 years, percent

▲ 12.6%

Economy

In civilian labor force, total, percent of population age 16 years+, 2013-2017	72.2%
In civilian labor force, female, percent of population age 16 years+, 2013-2017	68.3%
Total accommodation and food services sales, 2012 (\$1,000) (c)	17,989
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	10,171
Total manufacturers shipments, 2012 (\$1,000) (c)	468,182
Total merchant wholesaler sales, 2012 (\$1,000) (c)	130,050
Total retail sales, 2012 (\$1,000) (c)	151,427
Total retail sales per capita, 2012 (c)	\$25,187

Transportation

Mean travel time to work (minutes), workers age 16 years+, 2013-2017	28.7
--	------

Income & Poverty

Median household income (in 2017 dollars), 2013-2017	\$65,500
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$30,236
Persons in poverty, percent	▲ 8.9%

**BUSINESSES****Businesses**

Total employer establishments, 2016	X
Total employment, 2016	X
Total annual payroll, 2016 (\$1,000)	X
Total employment, percent change, 2015-2016	X
Total nonemployer establishments, 2017	X
All firms, 2012	752
Men-owned firms, 2012	357
Women-owned firms, 2012	300
Minority-owned firms, 2012	227
Nonminority-owned firms, 2012	479
Veteran-owned firms, 2012	58
Nonveteran-owned firms, 2012	627

**GEOGRAPHY****Geography**

Population per square mile, 2010	899.3
Land area in square miles, 2010	6.32
FIPS Code	1330340

About datasets used in this table

Value Notes

▲ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ in row in TABLE view to learn about sampling error.

The vintage year (e.g., V2018) refers to the final year of the series (2010 thru 2018). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or open ended distribution.
- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Economic Indicators
Economic Census
E-Stats
International Trade
Export Codes
NAICS
Governments
Longitudinal Employer-Household Dynamics (LEHD)
Survey of Business Owners

PEOPLE & HOUSEHOLDS

2020 Census
2010 Census
American Community Survey
Income
Poverty
Population Estimates
Population Projections
Health Insurance
Housing
International
Genealogy

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Statistics in Schools
Tribal Resources (AIAN)
Emergency Preparedness
Statistical Abstract
Special Census Program
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STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

LOGAN RUSSELL PHILLIPS, JR

431

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

15025360

LOGAN RUSSELL PHILLIPS, JR

ORIGINALLY LICENSED

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Status ACTIVE

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END OF RENEWAL
03/31/2020

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

15025360

LOGAN RUSSELL PHILLIPS, JR

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

15025360

Qualifications of L. Russell Phillips, Jr.

PROFESSIONAL EXPERIENCE: I have been engaged exclusively as an appraiser/consultant in the real estate field since 1985 for Russell Phillips and Associates. I have appraised single/multi-tenant office buildings; single/multi-tenant industrial buildings; single/multi-tenant retail centers; single-family, townhouse and condominium subdivisions; planned unit developments; mobile home parks; churches; office/showroom buildings; restaurants, convenience stores, easements and ROW partial takings. Assignments also include all types of vacant commercial, residential and industrial acreage.

Qualified as an expert witness in valuation matters for the Georgia Court System.

PROFESSIONAL EDUCATION: J. D., John Marshall Law School, Atlanta, Georgia

B.B.A. (Real Estate), University of Georgia, Athens

I have received credit for various courses of the Appraisal Institute and other courses related to real estate appraising, Real Estate Law and mortgage lending. These courses were offered by various schools approved by the State of Georgia.

CLIENTELE: I have appraised for a variety of banks including Peoples Bank & Trust, Brand Bank, First American Bank, Northeast Georgia Bank, Pinnacle Bank, Regions Bank as well as various Attorneys, CPA's, City and County Government Agencies, Management Companies and Individuals.

PROFESSIONAL AFFILIATIONS: Certified General Real Estate Appraiser - Georgia #CG000431

POST OFFICE BOX 531 • BUFORD, GEORGIA 30515 • PHONE (770) 945-2600

APPRAISAL OF REAL PROPERTY



LOCATED AT

5314 Church St
Flowery Branch, GA 30542
LL 112, District 8, Hall Co.

FOR

Renasant Bank
209 Troy Street
Tupelo, MS 38804

OPINION OF VALUE

75,000

AS OF

09/06/2019

BY

Larry Sarchenko
Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483
lsarchenko@pendleyappraisers.com

Pendley and Pendley Appraisers
2055 Atlanta Highway
Cumming, GA 30040
(770) 889-2483

09/13/2019

Equity Valuation Partners
Renasant Bank
Tupelo MS
209 Troy Street
Tupelo, MS 38804

Re: Property: 5314 Church St
Flowery Branch, GA 30542
Borrower: Heritage Builders Group, LLC Chris Hill
File No.: 192021r

Opinion of Value: \$ 75,000
Effective Date: 09/06/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Larry Sarchenko
License or Certification #: L240391
State: GA Expires: 03/31/2020
lsarchenko@pendleyappraisers.com

Manufactured Home Appraisal Report

19-54021
File # 192021r

SUBJECT

CONTRACT

NEIGHBORHOOD

SITE

HUD DATA PLATE

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	5314 Church St	City	Flowery Branch	State	GA	Zip Code	30542
Borrower	Heritage Builders Group, LLC Chris Hill	Owner of Public Record	Bill's Rentals, LLC	County	Hall		
Legal Description	LL 112, District 8, Hall Co.						
Assessor's Parcel #	08112 018002	Tax Year	2018	R.E. Taxes \$	418		
Neighborhood Name	Hall County	Map Reference	Aero 560 k03	Census Tract	0015.01		
Occupant	☐ Owner ☒ Tenant ☐ Vacant	Project Type (if applicable)	☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)				
Special Assessments \$	None	HOA \$	☐ per year ☐ per month				
Property Rights Appraised	☒ Fee Simple ☐ Leasehold ☐ Other (describe)						
Assignment Type	☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Market Valuation						
Lender/Client	Renasant Bank			Address 209 Troy Street, Tupelo, MS 38804			
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No							
Report data source(s) used, offering price(s), and date(s). FMLS indicates the subject property has not been listed within the past twelve months.							
However, the home is being marketed for sale by owner.							
Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.							

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. See attached addenda.

Contract Price \$ 515,000 Date of Contract 07/05/2019 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) County Records

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No

If Yes, report the total dollar amount and describe the items to be paid. 0.00

I ☐ did ☒ did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.

It appears thath the manufacturer's invoice has been removed from the property.

Retailer's Name (New Construction)

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			Manufactured Housing Trends			Manufactured Housing		Present Land Use %	
Location	☐ Urban ☒ Suburban ☐ Rural	Property Values	☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	63 %		
Built-Up	☐ Over 75% ☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage ☒ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths	25	Low 0	Multi-Family	02 %		
Neighborhood Boundaries	The subject is bounded on the north by Flat Creek Road, east by Highway 53, south by Gwinnett County, west by Lake Lanier.			900	High 60	Commercial	05 %		
				225	Pred. 15	Other	30* %		
Neighborhood Description	The subject neighborhood is comprised of single family homes built of avg. to excellent quality. The subject is comparable in style, quality and curb appeal to other homes in the subject subdivision and surrounding neighborhood. The subject is located in the city of Flowery Branch where local support services are available. Subject has good access to Interstates and the CBD of Atlanta, GA.								
Market Conditions (including support for the above conclusions)	The current market rate in this area is typical with marketing time generally ranging from one to nine months. There are no known locational factors which might adversely affect marketing or value. Current market rates are fluctuating with varying financing programs available. Seller concessions typically range from 2%-4% of the purchase price.								

Dimensions See Tax Plat Attached. Area 0.27 Acres +/- Shape See Attached Plat. View Average/Typical

Specific Zoning Classification R1 Zoning Description Single Family Residential

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒	☐	Water	☒	Street Asphalt/Typical	☒	☐
Gas	☒	☐	Sanitary Sewer	☒	Alley None	☐	☐
FEMA Special Flood Hazard Area	☐ Yes ☒ No	FEMA Flood Zone	X	FEMA Map #	13139C0291G	FEMA Map Date	04/04/2018
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe							

Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain

Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe

Is the street properly maintained? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

There were no apparent adverse easements, encroachments, special assessments, etc. were noted at the time of this inspection.

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.

Is the HUD Data Plate/Compliance Certificate attached to the dwelling? ☐ Yes ☒ No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. Unavailable

Is a HUD Certification Label attached to the exterior of each section of the dwelling? ☒ Yes ☐ No If No, provide the data source(s) for the HUD Certification Label #'s GEO 012806

Manufacturer's Serial #(s)/VIN #(s) Unavailable

HUD Certification Label #(s) Unknown

Manufacturer's Name Artcraft Trade/Model Unknown Date of Manufacture 1977

Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

Freddie Mac Form 70B March 2005

Page 1 of 7

Fannie Mae Form 1004C March 2005

Form 1004C - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

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Manufactured Home Appraisal Report

19-54021
File # 192021r

IMPROVEMENTS	General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
	# of Units	☒ One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners		Skirting	Yes/Avg	Floors	Cpt/Vinyl/Avg				
	# of Stories	☒ 1 ☐ 2 ☐ Other	☒ Block & Pier ☐ Other-att. description		Exterior Walls	Vinyl/Avg	Walls	Drywall/Avg				
	Design (Style)	Manufactured	☐ Full Basement ☐ Partial Basement		Roof Surface	Metal/Avg	Trim/Finish	Wood/Avg				
	# of Sections	☒ 1 ☐ 2 ☐ 3	Basement Area	Crawl sq.ft.	Gutters & Downspouts	Aluminium/Avg	Bath Floor	Vinyl/Avg				
	☐ Other		Basement Finish	%	Window Type	Metal/Avg	Bath Wainscot	Fiber/Avg				
	Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Outside Entry/Exit ☐ Sump Pump		Storm Sash/Insulated	Insulated/Avg	Car Storage	☐ None				
	☒ Existing ☐ Proposed ☐ Under Const.		Evidence of	☐ Infestation	Screens	Yes/Avg	☒ Driveway	# of Cars 2				
	Year Built 1977	Effective Age (Yrs) 21	☐ Dampness ☐ Settlement		Doors	Hollow/Avg	Driveway Surface	Concrete				
	Attic	☒ None	Heating	☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) #	☐ Garage	# of Cars				
	☐ Drop Stair	☐ Stairs	☐ Other	Fuel Gas	☐ Fireplace(s) #	☐ Fence	☒ Carport	# of Cars 1				
	☐ Floor	☐ Scuttle	Cooling	☒ Central Air Conditioning	☐ Patio/Deck	☒ Porch CvdPr	☐ Attached	☐ Detached				
	☐ Finished	☐ Heated	☐ Individual	☒ Other Fans	☐ Pool	☐ Other	☒ Built-in					
	Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)											
	Finished area above grade contains: 5 Rooms 3 Bedrooms 1.1 Bath(s) 964 Square Feet of Gross Living Area Above Grade											
	Describe any additions or modifications (decks, rooms, remodeling, etc.) N/A											
	Installer's Name N/A Date Installed N/A Model Year N/A											
	Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation sytem and the manner of attachment.											
Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain												
Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain												
Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain												
Additional features (special energy efficient items, non-realty items, etc.) Energy efficient items are considered to be commensurate with the subject area and the quality of construction indicated.												
The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.												
Quality ☐ Poor ☐ Fair ☐ Average ☒ Good ☐ Excellent Identify source of quality rating Marshall & Swift Cost Handbook												
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject is in average condition at this time. The floor plan appears functional and no significant repairs are necessary. Physical depreciation is based on the effective age of the property.												
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe												
There were no physical deficiencies or adverse conditions noted that would affect the livability, soundness, or structural integrity of the subject property.												
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe												
The property conforms to the neighborhood in functional utility, style, condition, use and construction.												
COST APPROACH	Provide adequate information for the lender/client to replicate the below cost figures and calculations.											
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The cost approach was not completed due to the age of the subject property.											
	ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW											
	Source of cost data		Effective date of cost data		Quality rating from cost service							
	OPINION OF SITE VALUE		\$		Exterior Dimensions of the Subject Unit							
	Section One	964 Sq. ft. @ \$	\$		X		=		Sq. ft.			
	Section Two	Sq. ft. @ \$	\$		X		=		Sq. ft.			
	Section Three	Sq. ft. @ \$	\$		X		=		Sq. ft.			
	Section Four	Sq. ft. @ \$	\$		X		=		Sq. ft.			
			\$		Total Gross Living Area: Sq. ft.							
			\$		Other Data Identification							
			\$		N.A.D.A. Data Identification Info:		Edition Mo:		Yr:			
	Sub-total:		\$		MH State:		Region:		Size:		ft. x ft.	
	Cost Multiplier (if applicable):		x		Gray pg.		White pg.		Black SVS pg.			
	Modified Sub-total:				15 years and older Conversion Chart pg.		Yellow pg.					
	Physical Depreciation or Condition Modifier:				Comments							
	Functional Obsolescence (not used for N.A.D.A.):											
	External Depreciation or State Location Modifier:											
Delivery, Installation, and Setup (not used for N.A.D.A.):		\$										
Other Depreciated Site Improvements:		\$										
Market Value of Subject Site (as supported above):		\$										
Indicated Value by Cost Approach:		\$		Estimated Remaining Economic Life (HUD and VA only)		39 Years						
Summary of Cost Approach The floor area is only an approximation for purposes of this appraisal. Minor deviations in actual floor area are of no value consequence. Cost data is derived from current construction and replacement costs compiled from cost estimating services and the local marketplace.												
Estimated Remaining Economic Life = 39 Years												

Manufactured Home Appraisal Report

19-54021
File # 192021r

SALES COMPARISON APPROACH	There are 22 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 35,000 to \$ 279,000 .												
	There are 43 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 28,000 to \$ 259,000 .												
	FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
	Address 5314 Church St Flowery Branch, GA 30542		5451 Hog Mountain Rd Flowery Branch, GA 30542			3084 Beards Rd Buford, GA 30518			6304 Malibu Rdg Flowery Branch, GA 30542				
	Proximity to Subject		2.39 miles S			4.23 miles SW			1.99 miles SE				
	Sale Price		\$ 515,000		\$ 69,900		\$ 93,000		\$ 65,000				
	Sale Price/Gross Liv. Area		\$ 534.23 sq.ft.		\$ 75.65 sq.ft.		\$ 71.76 sq.ft.		\$ 56.42 sq.ft.				
	Manufactured Home		☒ Yes ☐ No			☒ Yes ☐ No			☒ Yes ☐ No				
	Data Source(s)		FMLS#6542632; DOM 02			FMLS#6555331; DOM 01			FMLS#6503734; DOM 118				
	Verification Source(s)		Cnty Tax;Public Rec/Realist			Cnty Tax;Public Rec/Realist			Pub Rec/CompFlo/Realist				
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		
	Sales or Financing		FHA			Cash			Cash				
	Concessions		None Noted			None Noted			None Noted				
	Date of Sale/Time		04/29/2019			07/11/2019			06/21/2019				
	Location		Average		Average		Average		Average				
	Leasehold/Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple				
	Site		0.27 Acres +/-		1.29 Acres +/-		0.37 Acres +/-		0.91 Acres +/-				
	View		Average/Typical		Average/Typical		Average/Typical		Average/Typical				
	Design (Style)		Manufactured		Manufactured		Manufactured		Manufactured				
	Quality of Construction		Average		Average		Average		Average				
Actual Age		42		34		22		28					
Condition		Average		Average		Average		Average					
Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths			
Room Count		5	3	1.1	5	2	2	5	3	2			
Gross Living Area		964 sq.ft.		924 sq.ft.		1,296 sq.ft.		1,152 sq.ft.		-4,700			
Basement & Finished		Crawl		Crawl		Crawl		Crawl					
Rooms Below Grade													
Functional Utility		Avg Utility		Avg Utility		Avg Utility		Avg Utility					
Heating/Cooling		CFWA/Cent		CFWA/Cent		CFWA/Cent		CFWA/Cent					
Energy Efficient Items		Stnd Insl		Stnd Insl		Stnd Insl		Stnd Insl					
Garage/Carport		Open		Open		Open		Open					
Porch/Patio/Deck		Porch		Porch		Porch		Porch/Deck					
Fireplace		None		None		None		None					
Fence/Pool/Shed		None		None		None		None					
Net Adjustment (Total)				☒ + ☐ -		\$ 1,000		☐ + ☒ -		\$ -8,300			
Adjusted Sale Price of Comparables				Net Adj. 1.4 %		Net Adj. 8.9 %		Net Adj. 11.8 %		Net Adj. 11.8 %			
				Gross Adj. 5.7 %		\$ 70,900		Gross Adj. 8.9 %		\$ 84,700			
								Gross Adj. 11.8 %		\$ 57,300			
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain The sales/transfer history of the subject and each of comparables is listed below.													
My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.													
Data source(s) Realist/Cnty Rcrds													
My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.													
Data source(s) Realist/Cnty Rcrds													
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).													
ITEM		SUBJECT		COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3			
Date of Prior Sale/Transfer		10/22/2018			02/19/2019			None Noted			None Noted		
Price of Prior Sale/Transfer		\$0.00			\$30,000			None Noted			None Noted		
Data Source(s)		Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds			Realist/Cnty Rcrds		
Effective Date of Data Source(s)		09/06/2019			09/06/2019			09/06/2019			09/06/2019		
Analysis of prior sale or transfer history of the subject property and comparable sales The subject was part of a multi sale transaction on 10/22/2018, 10/19/2018 and 09/10/2018 for \$0.00.No other sales/transaction were noted within the past three years. Comparable one sold as noted. No other sales/transfers were noted on the comparables within the past twelve months.													
Summary of Sales Comparison Approach See Additional Comments on page (3).													
Indicated Value by Sales Comparison Approach \$ 75,000													
RECONCILIATION	Indicated Value by:		Sales Comparison Approach \$ 75,000		Cost Approach \$		Income Approach (if developed) \$ 113,100						
	The Sales Comparison Approach was given the most weight since it best reflects the actions of the buyers and sellers in the market. The Cost Approach was not completed due to the subject's age. The Income Approach was considered and completed due to the subject being an investment property. Equal weight was given to all comparables in the final reconciliation of value.												
	This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: This appraisal is made as-is.												
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 75,000 ,as of 09/06/2019 , which is the date of inspection and the effective date of this appraisal.													

Manufactured Home Appraisal Report

19-54021
File # 192021r

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Manufactured Home Appraisal Report

19-54021
File # 192021r

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

19-54021
File # 192021r

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Larry SarchenkoCompany Name Pendley and Pendley AppraisersCompany Address 2055 Atlanta Highway, Cumming, GA 30040Telephone Number (770) 889-2483Email Address lsarchenko@pendleyappraisers.comDate of Signature and Report 09/13/2019Effective Date of Appraisal 09/06/2019

State Certification # _____

or State License # L240391

or Other _____

State GAExpiration Date of Certification or License 03/31/2020

ADDRESS OF PROPERTY APPRAISED

5314 Church StFlowery Branch, GA 30542APPRAISED VALUE OF SUBJECT PROPERTY \$ 75,000

LENDER/CLIENT

Name Equity Valuation PartnersCompany Name Renasant BankCompany Address 209 Troy Street, Tupelo, MS 38804

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name Lloyd Pendley, SRACompany Name Pendley and Pendley AppraisersCompany Address 2055 Atlanta Highway, Cumming, GA 30040Telephone Number (770) 889-2483Email Address info@pendleyappraisers.comDate of Signature 09/13/2019State Certification # CG765

or State License # _____

State GAExpiration Date of Certification or License 04/30/2020

SUBJECT PROPERTY

☒ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Manufactured Home Appraisal Report

19-54021
File # 192021r

SALES COMPARISON APPROACH	FEATURE		SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6						
	Address		5314 Church St Flowery Branch, GA 30542		6247 Malibu Rdg Flowery Branch, GA 30542												
	Proximity to Subject				2.02 miles SE												
	Sale Price		\$ 515,000					\$ 100,500									
	Sale Price/Gross Liv. Area		\$ 534.23 sq.ft.		\$ 91.03 sq.ft.						\$ sq.ft.						
	Manufactured Home				☒ Yes ☐ No			☐ Yes ☐ No			☐ Yes ☐ No						
	Data Source(s)				FMLS#6532925; DOM 03												
	Verification Source(s)				Cnty Tax;Public Rec/Realist												
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION			+(-) \$ Adjustment			DESCRIPTION			+(-) \$ Adjustment			
	Sales or Financing Concessions				Cash None Noted												
	Date of Sale/Time				04/30/2019												
	Location		Average		Average												
	Leasehold/Fee Simple		Fee Simple		Fee Simple												
	Site		0.27 Acres +/-		0.90 Acres +/-			0									
	View		Average/Typical		Average/Typical												
	Design (Style)		Manufactured		Manufactured												
	Quality of Construction		Average		Average												
	Actual Age		42		29												
	Condition		Average		Average												
	Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths				Total	Bdrms.	Baths			
	Room Count		5	3	1.1	5	3	2	-1,500								
	Gross Living Area		964 sq.ft.			1,104 sq.ft.			-3,500			sq.ft.			sq.ft.		
	Basement & Finished Rooms Below Grade		Crawl			Crawl											
	Functional Utility		Avg Utility			Avg Utility											
	Heating/Cooling		CFWA/Cent			CFWA/Cent											
	Energy Efficient Items		Stnd Insl			Stnd Insl											
	Garage/Carport		Open			2-Car Carport			-3,000								
	Porch/Patio/Deck		Porch			Porch/CvcDk			-2,000								
	Fireplace		None			None											
	Fence/Pool/Shed		None			None											
	Net Adjustment (Total)					☐ + ☒ -			\$ -10,000			☐ + ☐ -			\$		
	Adjusted Sale Price of Comparables					Net Adj. 10.0 %						Net Adj. 0.0 %					
						Gross Adj. 10.0 %			\$ 90,500			Gross Adj. 0.0 %			\$		
	SALE HISTORY	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
		ITEM		SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6					
		Date of Prior Sale/Transfer		10/22/2018		None Noted											
		Price of Prior Sale/Transfer		\$0.00		None Noted											
		Data Source(s)		Realist/Cnty Rcrds		Realist/Cnty Rcrds											
Effective Date of Data Source(s)		09/06/2019		09/06/2019													
Analysis of prior sale or transfer history of the subject property and comparable sales																	
ANALYSIS / COMMENTS	Analysis/Comments																

Supplemental Addendum

File No. 192021r

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5314 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					

Contract Analysis:

Contract price and rates appear to be typical for the subject area. However, this price includes three additional properties located at -- 5410 Chestnut Street, 5405 Mitchell Street and 5304 Church Street.

Summary of Sales Comparison Approach

The subject property is a 42 year old manufactured home located in Hall County. Due to a lack of recent comparable manufactured home sales within the subject's immediate area it was necessary to expand the comparables search out beyond the typical one mile radius, including crossing major roadways and use sales which have closed in excess of six months from the effective date of this report. This is considered to have no adverse effect on value given each of the comparables were taken into consideration and adjusted appropriately within the sales grid when compared to the subject property. Comparables one, three and four lots were found to be larger than the subject lot; however, no site adjustment was felt necessary at this time based on the fact they were found to be similar in value when compared to the subject site.

Adjustments have been made for differences in site, age, condition, baths, square footage, parking, porches/decks/patios, fireplaces and exterior features at what is considered to be their current fair market value. If variances exist between the subject and comparables and no adjustment has been made within the sales grid, then no adjustment was warranted for this variance based on market data unless noted otherwise in this report. All sales are located within the subject market area and have closed in the past ten months.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Predominant Value:

The subject's appraised value is greater than the predominant neighborhood value. The subject is not considered to be an over-improvement and the predominant neighborhood value range does not adversely impact the subject's marketability.

Market Values:

Based on the sales utilized in this report, no time adjustments appear to be necessary for sales utilized that closed in excess of size months of the effective date of this report.

Percentage Guidelines:

Some of the normal 10% line, 15% net and 25% gross adjustment guidelines, along with the 25% GLA difference guideline have been exceeded in this report. This was unavoidable given each sale/listing was utilized in order to bracket one or more of the subject's features. Therefore, any normal percentage guideline which has been exceeded in this report was unavoidable and is therefore felt to have no adverse affect on value.

Comparable Photos:

The appraiser has visually inspected each comparable from the street. However, some of the comparable photos taken by the appraiser were corrupt and/or individuals were located in the original pictures taken and were unusable in this report. Given this, some of the comparable photos provided have been generated from FMLS, GAMLS or our company photo database.

Highest and Best Use Statement:

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence. [Standards Rule 2-2 (a) (x)]

Additional Comments:

The appraiser was unable to bracket every feature of the subject. Therefore, the appraiser has made adjustments for these features based on the appraisers knowledge of the subject's area, market research and information obtained from local real estate agents.

Appraiser's Fee \$400

Additional Comments:

The 1/2 bath was located in the back bedroom, however, the original photo taken by the appraiser was found to be corrupt and was unusable within this report. This 1/2 bath was found to be the same condition as the hall bathroom photo.

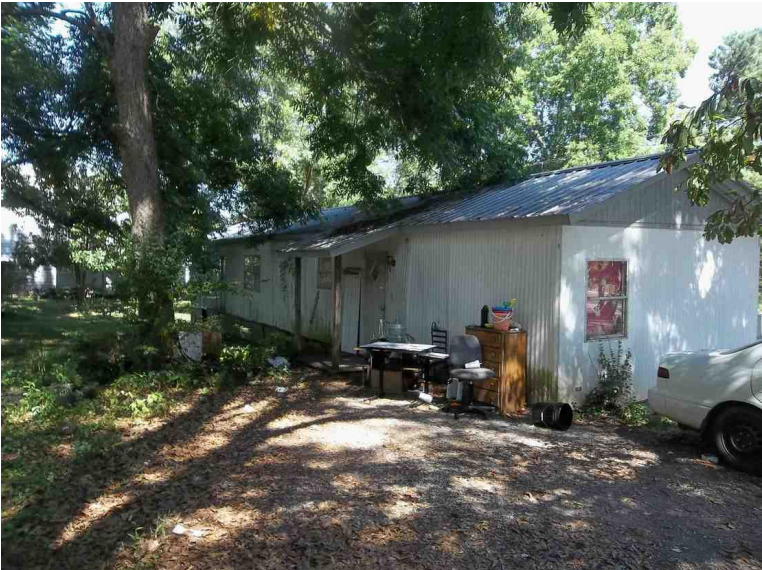
Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5314 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					

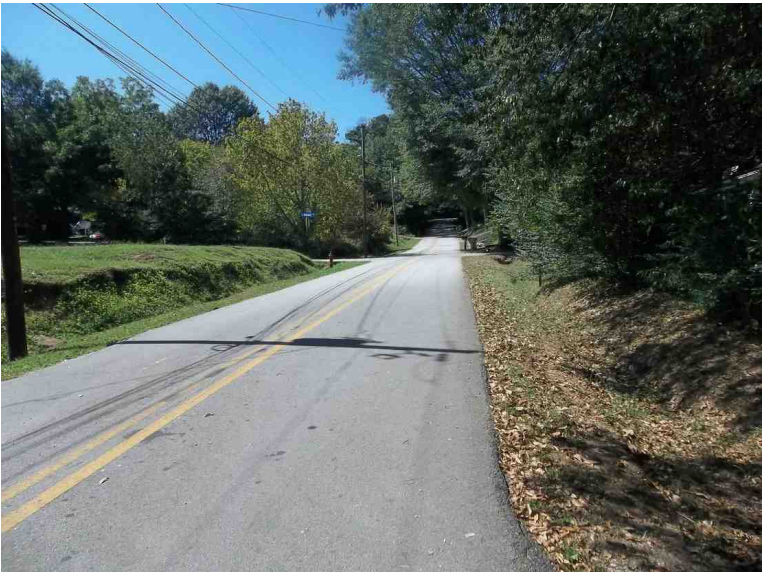


Subject Front

5314 Church St	
Sales Price	515,000
Gross Living Area	964
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.1
Location	Average
View	Average/Typical
Site	0.27 Acres +/-
Quality	Average
Age	42



Subject Rear



Subject Street

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5314 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Side

5314 Church St
Sales Price 515,000
Gross Living Area 964
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 1.1
Location Average
View Average/Typical
Site 0.27 Acres +/-
Quality Average
Age 42



Side



Tag

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5314 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Kitchen/Dining

5314 Church St	
Sales Price	515,000
Gross Living Area	964
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.1
Location	Average
View	Average/Typical
Site	0.27 Acres +/-
Quality	Average
Age	42



Faimly Room



Bedroom

Subject Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5314 Church St				
City	Flowery Branch	County	Hall	State	GA Zip Code 30542
Lender/Client	Renasant Bank				



Bedroom

5314 Church St	
Sales Price	515,000
Gross Living Area	964
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.1
Location	Average
View	Average/Typical
Site	0.27 Acres +/-
Quality	Average
Age	42



Bathroom



Bedroom/1/2Bth

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5314 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 1

5451 Hog Mountain Rd	
Prox. to Subject	2.39 miles S
Sale Price	69,900
Gross Living Area	924
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	1.29 Acres +/-
Quality	Average
Age	34



Comparable 2

3084 Beards Rd	
Prox. to Subject	4.23 miles SW
Sale Price	93,000
Gross Living Area	1,296
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.37 Acres +/-
Quality	Average
Age	22



Comparable 3

6304 Malibu Rdg	
Prox. to Subject	1.99 miles SE
Sale Price	65,000
Gross Living Area	1,152
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.91 Acres +/-
Quality	Average
Age	28

Comparable Photo Page

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5314 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Comparable 4

6247 Malibu Rdg	
Prox. to Subject	2.02 miles SE
Sale Price	100,500
Gross Living Area	1,104
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Average
View	Average/Typical
Site	0.90 Acres +/-
Quality	Average
Age	29

Comparable 5

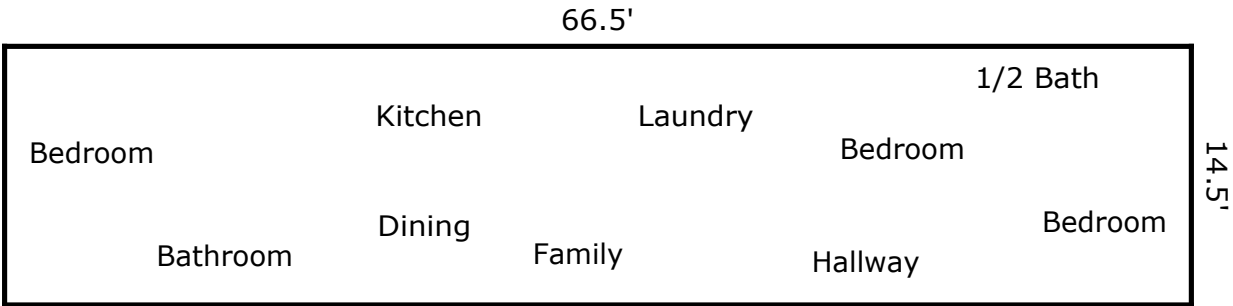
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Building Sketch

Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5314 Church St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details
First Floor	964.25 Sq ft	14.5 × 66.5 = 964.25
Total Living Area (Rounded):		964 Sq ft

Location Map

Borrower	Heritage Builders Group, LLC Chris Hill				
Property Address	5314 Church St				
City	Flowery Branch	County	Hall	State	GA
Lender/Client	Renasant Bank		Zip Code	30542	



Appraisers License

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

LARRY C SARCHENKO

240391

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
STATE LICENSED REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

JEFF A. LAWSON
Vice Chairperson

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

STATE LICENSED REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

LARRY C SARCHENKO

#	240391
Status	ACTIVE

STATE LICENSED REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

17740336

Supervisory Appraisers License

STATE OF GEORGIA

REAL ESTATE APPRAISERS BOARD

M LOYD PENDLEY

765

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY

Chairperson

JEFF A. LAWSON

Vice Chairperson

JEANMARIE HOLMES

WILLIAM A. MURRAY

KEITH STONE

20340043

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

20340043

M LOYD PENDLEY

#765

StatusACTIVE

CERTIFIED GENERAL REAL PROPERTY APPRAISER

ORIGINALLY LICENSED

06/21/1991

END OF RENEWAL

04/30/2020

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

20340043

E & O Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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

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

PRODUCER

Integrity Ins BROKERED
282 South Main Street
Alpharetta, GA 30009

INSURED

Pendley & Pendley Appraisers & Consultants
Pendley
2055 Atlanta Hwy
Cumming, GA 30040

CONTACT NAME: Andreina Tharp

PHONE (A/C, No, Ext): (770)475-4000

FAX (A/C, No):

E-MAIL ADDRESS: andreina@loydayinsurance.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Victor O Schinnerer & Co Inc

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

NAIC #

COVERAGES

CERTIFICATE NUMBER: 00000000-68132

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	E&O			RFB005183662-19	03/06/2019	03/06/2020	Ded \$5,000 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Named Insured

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

AUTHORIZED REPRESENTATIVE



(ATH)

ACORD 25 (2016/03)

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Printed by ATH on February 12, 2019 at 09:17AM

This Report is one of the following types:

☒ Appraisal Report	(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
☐ Restricted Appraisal Report	(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

- certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Note any USPAP related issues requiring disclosure and any State mandated requirements.

[illegible]

Signature:
Name: Larry Sarchenko
State Certification #: _____
or State License #: L240391
State: GA Expiration Date of Certification or License: 03/31/2020
Date of Signature and Report: 09/13/2019
Effective Date of Appraisal: 09/06/2019
Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): 09/06/2019

Signature:
Name: Loyd Pendley, SRA
State Certification #: CG765
or State License #: _____
State: GA Expiration Date of Certification or License: 04/30/2020
Date of Signature: 09/13/2019
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): _____



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Rezoning Request submitted by South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

The ordinances will be completed prior to the second read. The legal descriptions will be updated and the conditions finalized.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 641, 642, and 643.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [First read ordinances for Morgan Brick Downtown.pdf](#)

ORDINANCE 641

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5611 CHURCH STREET, TAX PARCEL 08112A 002007 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”



ORDINANCE 642

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5615 CHURCH STREET, TAX PARCEL 08112A 002008 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”



ORDINANCE 643

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .67 +/- ACRES AND IS KNOWN AS 5621 CHURCH STREET, TAX PARCEL 08112A 002009 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The Iocco residence was in need of sewer connectivity due to a failing septic system and problematic soil. The Iocco's entered into an agreement with the City to annex as soon as feasible and the City allowed for the connectivity to occur.

FACTS AND ISSUES:

No change in use or property is associated with this annexation.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 639 and 640.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Annexation Ordinance 639.pdf](#)
- [Rezoning Ordinance 640.pdf](#)

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

ORDINANCE 639

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A 1.79+/- ACRE PARCEL OF LAND OWNED BY CURTIS AND CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND, AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Curtis and Carol Iocco own the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of Carol Iocco. and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City’s corporate limits; and

WHEREAS, said property known as 5575 McEver Road is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, Curtis and Carol Iocco have submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the parcel of land, which is being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia a real parcel of land described as 5575 McEver Road, identified as Parcel Tax Identification No. 08111 03001B, as shown on Exhibit “A”, and as described on Exhibit “B”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

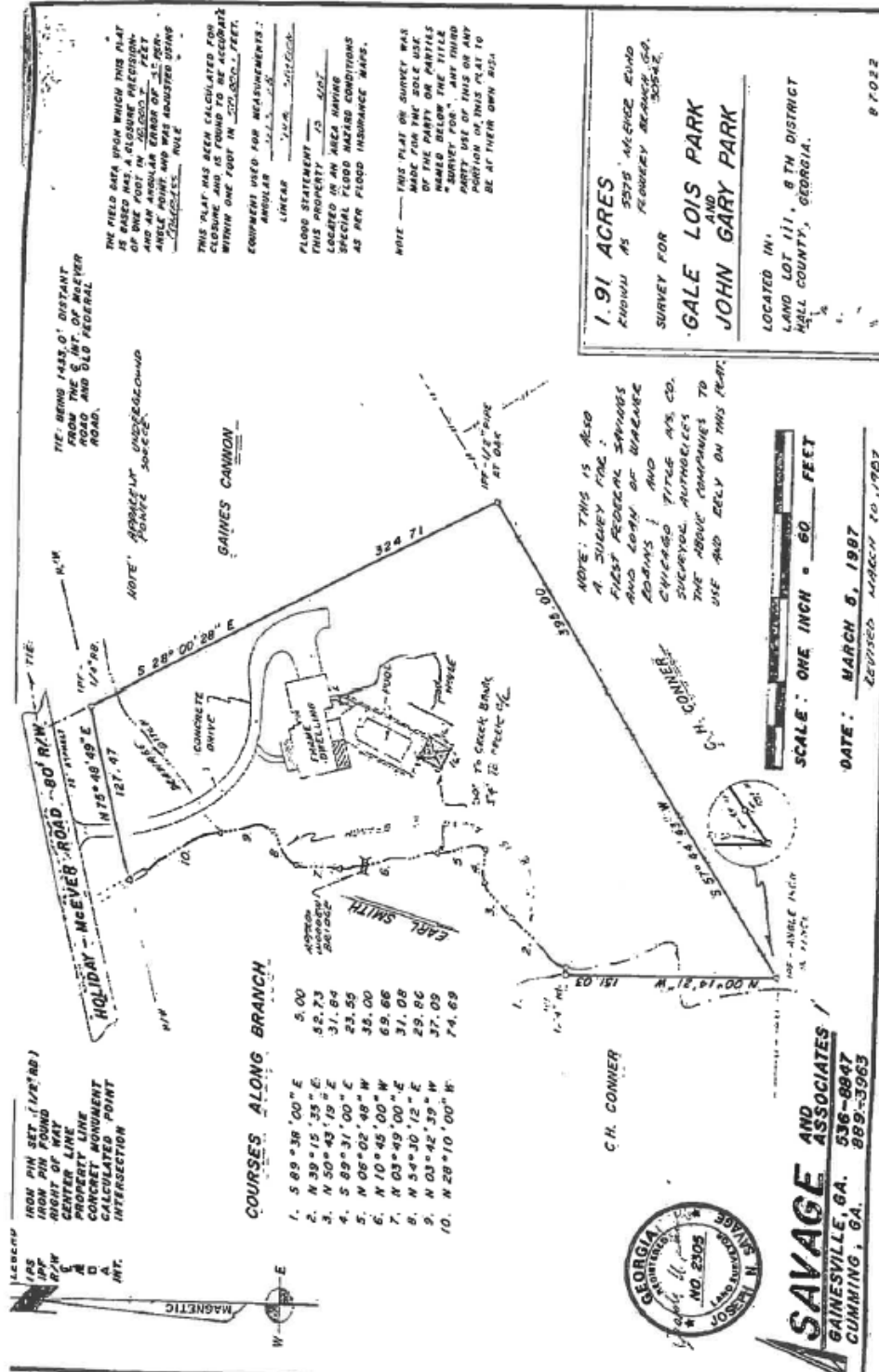


Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.

ORDINANCE 640

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY TOTALING 1.79 +/- ACRES, OWNED BY CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Carol Iocco owns the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, Carol Iocco has submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3,2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Hall County AIII (Agricultural Residential) to Flowery Branch A (Agricultural) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

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

SECTION 2. REZONING.

The 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B as shown on Exhibit “A” , and legally described in Exhibit “B”, is hereby rezoned from Hall County A III (Agricultural Residential) to Flowery Branch A (Agricultural). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

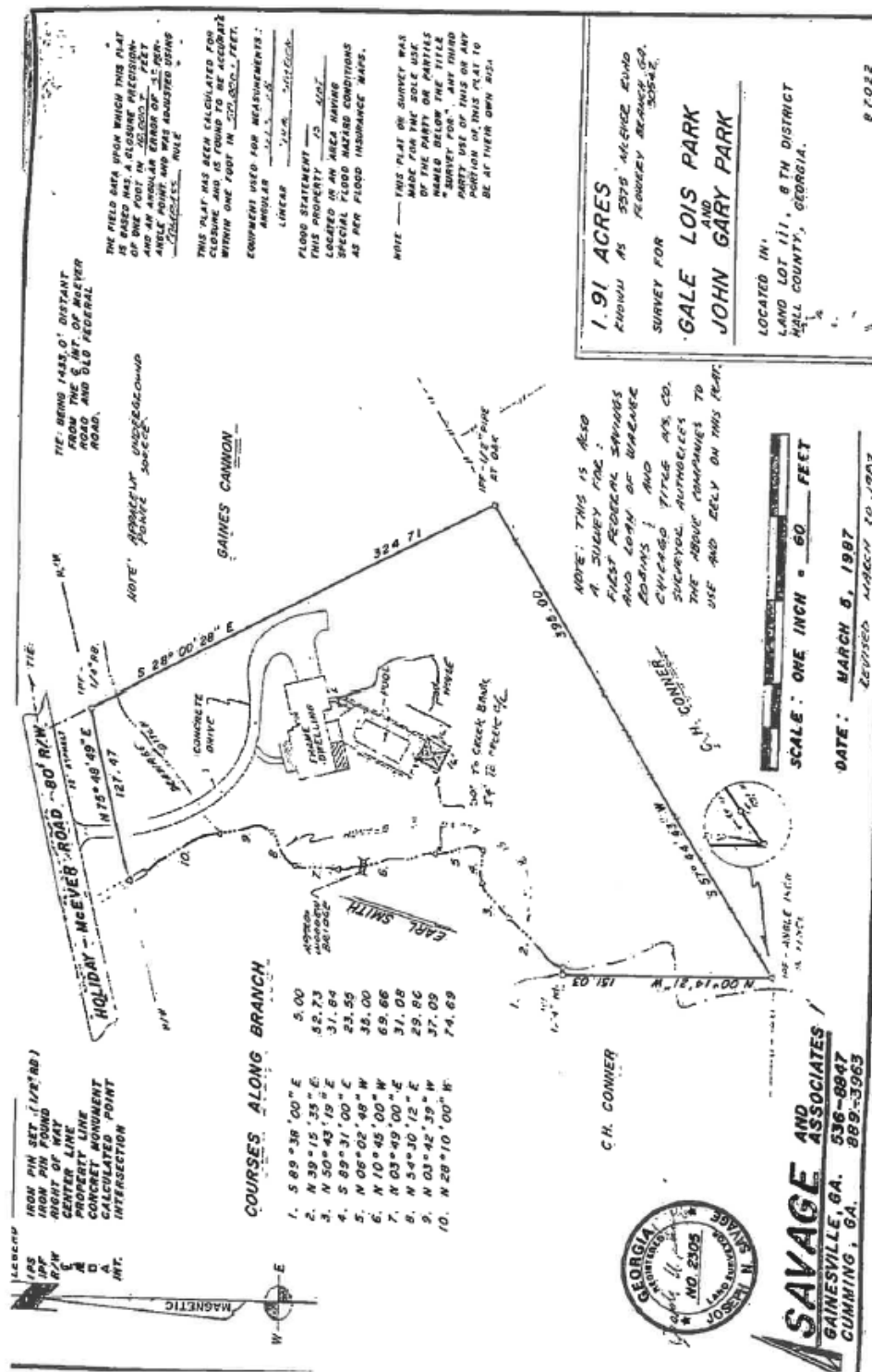
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: First Reading of Ordinance 279-C Amendment for Hotel-Motel Tax to 8%

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The City of Flowery Branch first approved a 5% Hotel-Motel Tax in September of 2008. Resolution 20-004 allowed the submission of the increase to the State of Georgia. House Bill 649 enabled the City to increase the Tax to 8%. This ordinance is the official levying of the hotel tax.

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Ordinance 279C.pdf](#)
- [Notice.House_Bill.Resolution.pdf](#)
- [20-004 Motel Tax Increase 8%.pdf](#)

ORDINANCE NO. 379-C

AN ORDINANCE TO SET AND LEVY A HOTEL-MOTEL EXCISE TAX; TO PROVIDE FOR DEFINITIONS; TO ESTABLISH THE RATE OF LEVY; TO PROVIDE FOR THE USE OF SAID TAX INCLUDING THE ADDITIONAL AMOUNTS COLLECTED; TO PROVIDE FOR COLLECTION OF SAID TAX BY OPERATORS; TO SET FORTH EXEMPTIONS; TO REQUIRE REGISTRATION BY THE OPERATOR; TO PROVIDE FOR A CERTIFICATE OF THE TAXING AUTHORITY; TO SET A DUE DATE AND ESTABLISH REPORTING REQUIREMENTS; TO PROVIDE FOR A COLLECTION FEE FOR OPERATORS; TO PROVIDE FOR A DETERMINATION IF NO REPORT IS RETURNED OR FOR ANY DEFICIENCIES; TO REQUIRE RECORD RETENTION; TO PROVIDE FOR ADMINISTRATION AND ENFORCEMENT; TO PROVIDE FOR AN ACTION FOR COLLECTION; TO HOLD SUCCESSORS AND ASSIGNS OF OPERATORS LIABLE FOR UNPAID TAXES; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, O.C.G.A. § 48-13-51 authorizes the governing authority of each municipality in this state to levy and collect an excise tax upon the furnishing for value to the public any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.

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

Section 1. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Flowery Branch, Georgia.

Due date means the twentieth day after the close of the monthly period for which tax is to be computed.

Guest room means a room occupied, or intended, arranged, or designed for occupancy, by one (1) or more occupants for the purpose of living quarters or residential use.

Hotel means any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto court, truckstop, tourist cabin, lodge, inn, timeshare or other condominium, apartment community, public club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise.

Occupancy means the use or possession, or the right to use or possession of any room or apartment in a hotel, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

Occupant means any person who, for a consideration, uses, possesses, or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license or use, or other agreement, or otherwise.

Operator means any person operating a hotel in this city including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, lender in possession; licensee or any other person otherwise operating such hotel.

Permanent resident means any occupant as of a given date who has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for more than thirty (30) consecutive days.

Person means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number,

excepting the United States of America, the state and any political subdivision of either thereof upon which the city is without power to impose the tax herein provided.

Rent means the consideration received for occupancy valued in money--whether received in money or otherwise--including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction there from whatsoever.

Return means any return filed or required to be filed as herein provided.

Section 2. Hotel-Motel Excise Tax Levy.

There is hereby set and levied on each occupant of a guest room of any hotel located within the corporate limits of the city a tax in the amount of eight percent (8%) of the rent for such occupancy.

Section 3. Proceeds of the Tax.

The proceeds of this tax shall be used in accordance with O.C.G.A. § 48-13-51(a)(3).

Section 4. Use of Funds Generated by Additional Taxes.

Upon approval by the city council of the city on an annual basis, the additional tax imposed by this ordinance in excess of the first three percent (3%) shall be paid to the Lake Lanier Convention and Visitors Bureau ("Lake Lanier CVB") so long as (a) the majority of the funds paid are used for advertising and promoting the city and its surrounding area and (b) the city has representation on the Lake Lanier CVB.

Section 5. Collection of Tax by Operator.

It shall be the duty of every operator of a hotel located within the city to collect the tax on occupants imposed in section 2 of this ordinance.

Section 6. Exemptions.

Notwithstanding any other provision of this ordinance:

(a) No tax shall be imposed hereunder upon a permanent resident.

(b) No tax shall be imposed on charges made for hotel rooms, provided to any person who certifies that they are staying in such hotel room, as a result of the destruction of their home or residence by fire or other casualty.

(c) The tax authorized by this ordinance shall apply to the fees or charges for any hotel room during the first thirty (30) days of continuous occupancy and shall not apply to charges imposed for any continuous occupancy thereafter. The tax authorized by this ordinance shall not apply to charges made for the use of meeting rooms and other such facilities or to any hotel room provided without charge.

(d) The tax authorized by this ordinance shall not apply to the charges for any hotel room, furnished for a period of one (1) or more days for use by Georgia state or local government officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any hotel room with a state or local government credit card, such room shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this sub-section.

Section 7. Registration of Operator.

(a) Every person engaging in or about to engage in business as an operator of a hotel in this city shall immediately register such business with the city clerk, on a form provided by the city clerk for such purpose. The required registration hereunder shall set forth the name under which the operator transacts business or intends to transact business, the location of his place or places of business, and such information as would facilitate the collection of the tax by the city clerk. The registration shall be signed by the owner if a

natural person; by a member or partner in case of ownership by an association or partnership; by an officer in the case of ownership by a corporation.

(b) A separate registration shall be required for each place of business of an operator.

Section 8. Certificate of Taxing Authority.

Upon the registration of an operator under this ordinance, the city clerk shall issue to such operator without charge a certificate of authority to collect the tax on occupants. Each certificate shall state the name and location of the business to which it relates.

Section 9. Due Date and Required Report.

All taxes levied by this ordinance shall be due and payable to the city clerk monthly on or before the twentieth day of every month next succeeding each respective month in which such taxes are collected, and payment shall be accompanied by a return for the preceding monthly period showing the gross rent, rent from permanent residents, taxable rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the city clerk. The tax imposed by this ordinance shall become delinquent for each month after the twentieth day of each succeeding month during which it remains unpaid. An operator who fails to make any return or to pay the taxes levied by this ordinance, shall be assessed a specific penalty to be added to the tax in the amount of five percent (5%) or five dollars (\$5.00), whichever is greater, if the failure is for one (1) month or less; and an additional five percent (5%) or five dollars (\$5.00), whichever is greater, for each additional month or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater. Delinquent amounts shall bear interest at the rate of one (1) percent per month, or fraction thereof, until paid.

Section 10. Collection Fee Allowed Operators.

Operators collecting the tax levied by this ordinance shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from the state sales and use tax pursuant to O.C.G.A. § 48-8-1, et seq.

Section 11. Determination if No Return Made.

(a) If any operator fails to file a return as required under the provisions of this ordinance, the city clerk or his designated representative shall make an estimate of the amount of gross rentals of such operator which are subject to the tax. The estimate shall be made for the period or periods in which the operator failed to file the return and shall be based upon any information which is or may come into the possession of the city clerk.

(b) The city clerk or his designated representative shall give to the operator written notice of his determination as herein provided. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the city clerk. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee.

(c) Penalties and interest shall be assessed upon the amount of any determination as provided in section 9 of this ordinance.

Section 12. Deficiency Determination.

(a) If the city clerk or his designated representative is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any operator, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more

deficiency determinations may be made of the amount due for one (1) or more monthly periods.

(b) The city clerk or his designated representative shall give to the operator written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.

(c) Penalties and interest shall be assessed upon the amount of any determination as provided in section 9 of this ordinance.

Section 13. Required Records.

Each operator collecting a tax under the provisions of this ordinance shall keep, for a period of at least three (3) years, all records, receipts, invoices and other pertinent papers setting forth the rental charged for each occupancy, the date or dates of occupancy, and such other information as the city clerk may require.

Section 14. Administration and Enforcement.

The city clerk or his designated representative shall administer and enforce the provisions of this ordinance for the collection of the tax herein imposed, and in so doing shall have the following powers:

(a) To examine, or authorize the examination of, the books, papers, records, financial reports, equipment and other facilities of any operator renting hotel rooms to persons subject to the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid;

(b) To require the filing of reports by any person having in his possession or custody information relating to rentals of hotel rooms which are subject to the tax herein levied.

Section 15. Action for Collection of Tax.

At any time within three (3) years after any tax levied under this ordinance or any portion of such tax required to be collected becomes due and payable, the city attorney may bring an action in a court of competent jurisdiction in the name of the city to collect such amount due, together with interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

Section 16. Successors or Assignees of Operator.

If any operator liable for any tax, interest, or penalty imposed by this ordinance sells his or her business or quits the business, he or she shall make a final return and payment within fifteen (15) days after the date of selling or quitting the business. The operator's successors or assigns, if any, shall withhold a sufficient amount of the purchase money to cover the amount of the taxes, interest, and penalties due under this ordinance and unpaid until the former owner and/or operator produces either a receipt from the city showing that the taxes, interest, and penalties due under this ordinance have been paid or a certificate from the city that no tax, interest, or penalty is due under this ordinance. If the purchaser of a business fails to withhold the purchase money as required by this ordinance, that person shall be personally liable for the payment of any taxes, interest, and penalties accruing under this ordinance and unpaid by any former owner and/or operator and/or assignor. The personal liability of the purchaser in such a case shall not exceed the amount of the total purchase money, but the property being transferred shall in all cases be subject to the full amount of the tax lien arising from the delinquencies of the former owner and/or operator and/or assignor. Paid executions may be transferred and enforced as otherwise provided by law.

Section 17. Penalties.

Any operator who shall violate any provision of this ordinance shall be guilty of a misdemeanor amenable to the process of the city's municipal court and, upon conviction, shall be punished as provided by the city's charter and as otherwise allowed by law. Each and every day that a violation exists shall be deemed a separate offense.

Section 18. Severability.

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

Section 19. Repealer.

Ordinance No. 379 is specifically repealed in its entirety. Moreover, all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 20. Effective Date.

The effective date of this ordinance shall be upon adoption by the city council.

Adopted this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Shelia Cooper, Assistant City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

**NOTE TO LEGISLATOR: NOTICE REQUIREMENTS FOR LOCAL BILLS
(THIS SECTION NOT FOR PUBLICATION)**

- (1) The notice below must be published one time in the county legal organ.
- (2) If the bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the notice must be provided to the local governing authority during the same calendar week in which the notice was published in the legal organ or during the seven days immediately after the date of publication. For purposes of this requirement, the copy of the notice provided to such governing authority may consist of an actual or photostatic copy of the published notice or a typed restatement of the contents of such notice.
- (3) The notice may be published during the session of the General Assembly or during the 60-day period immediately prior to the convening date of the session at which the bill is introduced.
- (4) If the notice is published during the session of the General Assembly, then the bill cannot be introduced before Monday of the calendar week following the week in which the notice was published.
- (5) A copy of the notice as it was advertised and an affidavit swearing that the notice has been published as provided by O.C.G.A. § 28-1-14 (*see paragraph (1) above*) and that the notice requirements of that Code section have been met (*see paragraph (2) above*) shall be attached to the bill and shall become a part of the bill. Such affidavit shall be made by the author of the bill (on the form provided by the Office of Legislative Counsel).
- (6) See O.C.G.A. § 28-1-14 for the complete text of the notice requirements.

NOTE TO PUBLISHER OF LEGAL ORGAN: PUBLISH ONLY THE NOTICE BELOW

NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the regular 2020 session of the General Assembly of Georgia a bill to authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; and for other purposes.

A BILL TO BE ENTITLED

AN ACT

1 To authorize the governing authority of the City of Flowery Branch to levy an excise tax
2 pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; to provide
3 procedures, conditions, and limitations; to provide for related matters; to repeal
4 conflicting laws; and for other purposes.

5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA

6 **SECTION 1.**

7 Pursuant to the authority of subsection (b) of Code Section 48-13-51 of the O.C.G.A., the
8 governing authority of the City of Flowery Branch is authorized to levy an excise tax at a
9 rate not to exceed 8 percent of the charge for the furnishing for value to the public of any
10 room or rooms, lodgings, or accommodations furnished by any person or legal entity
11 licensed by, or required to pay business or occupation taxes to, the municipality for
12 operating a hotel, motel, inn, lodge, tourist cabin, campground, or any other place in which
13 rooms, lodgings, or accommodations are regularly or periodically furnished for value.

14 **SECTION 2.**

15 The enactment of this Act is subsequent to the adoption of Resolution 20-004 by the
16 governing authority of the City of Flowery Branch on February 6, 2020, which specifies
17 the subsequent tax rate, identifies the projects or tourism product development purposes,
18 and specifies the allocation of proceeds.

19 **SECTION 3.**

20 In accordance with the terms of such resolution adopted by the mayor and council of the
21 City of Flowery Branch:

22 (1) In each fiscal year during which a tax is collected pursuant to paragraph
23 two (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an
24 amount equal to not less than 50 percent of the total amount of taxes
25 collected that exceeds the amount of taxes that would be collected at the

26 rate of 5 percent shall be expended for promoting tourism, conventions, and
27 trade shows by the destination marketing organization designated by the
28 City of Flowery Branch or by such other entity already authorized to
29 administer tourism funds pursuant to existing contract as specified in
30 paragraph (2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A.;
31 and
32 (2) The remaining amount of taxes collected that exceeds the amount of taxes that
33 would be collected at the rate of 5 percent which is not otherwise expended under
34 paragraph (1) of this section shall be expended for tourism product development.

33 **SECTION 4.**

34 All laws and parts of laws in conflict with this Act are repealed.

RESOLUTION NO. 20 - 004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the “City”) has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Flowery Branch; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City’s designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES as follows:

SECTION 1. LEVY.

The governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.

James Miller. Mayor

ATTEST:

Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

RESOLUTION NO. 20-004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY A THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the “City”) has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Oakwood; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City’s designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES AS FOLLOWS:

SECTION 1. LEVY the governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

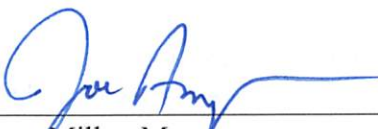
SECTION 2. REPEALER.

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

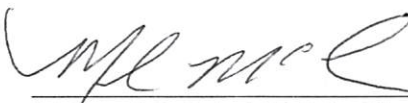
SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.


James Miller, Mayor
SOC ANGLINE - MAYOR PRO-TEM

ATTEST:


Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:


E. Ronald Bennett, Jr., City Attorney





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment

COUNCIL MEETING DATE: June 3, 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

- [Resolution 21-006.pdf](#)
- [Attachment A - Resolution 21-006 Budget Amendment Form.pdf](#)
- [EXECUTIVE SUMMARY - Resolution 21-006- Budget Adjustment.pdf](#)
- [Attachment B - Quote.pdf](#)
- [Old sign.jpg](#)
- [Sign Proposal.pdf](#)

- new layout of sign.jpg

RESOLUTION NO.: 21-006

**TO AMEND THE BUDGET FOR FISCAL YEAR 2021 AS PREVIOUSLY ADOPTED ON
JUNE 25, 2020.**

WHEREAS, the City Council approved a budget for fiscal year 2021 for the City of Flowery Branch on June 25, 2020 by Resolution 20-018; and

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

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

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

RESOLVED this 3rd day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

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



Fund/Department: _____ 100 _____

Effective Date: _____ 6/3/2021 _____

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-4210-542100	PWs / Capital Items	10,054	42,000	52,054
100-6200-541200	Parks / Site Improvements	60,000	(42,000)	18,000
				-
				-
				-
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	Totals	\$ 70,054	\$ -	\$ 70,054

Justification: _____ RESOLUTION 21-006: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
 _____ (See Attachment A and Attachment B for Details)

Approvals: Finance Director: _____ Date: _____
 City Manager: _____ Date: _____
 Mayor: _____ Date: _____

<i>Finance Department Use</i>	
Posted By: _____	Date Posted: _____
Council Action Required: Yes _____ No _____	Budget Adjust. #: _____

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment Request

DATE: 6/1/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 6/3/2021

PURPOSE: To approve a budget adjustment to move \$42,000 from the Parks/Site Improvements budget to Public Works / Capital to complete repairs to the I-985 Digital Flowery Branch Welcome Sign.

HISTORY: The original sign was constructed in 2008 by Formetco. A system update was installed to the original sign in 2015 for \$19,595. Staff attempted to get a quote for Custom Sign Factory but received no response. Staff is requesting to go with the original installer of the sign, Formetco, to save on cost. Budget constraints limit the possibility of including this sign in the City-Wide Signs Project.

FACTS AND ISSUES: The I-985 Digital Flowery Branch Welcome Sign needs repairs. This sign was not included as part of the city-wide signage project. In the FY2021 budget year, \$60,000 was approved for parks site work which has been delayed to FY2022. We request to move \$42,000 for the digital sign repairs by a department to department budget adjustment. A department to department budget adjustment requires approval from Council.

OPTIONS: Approve budget adjustment as presented or not approve.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 21-006, the I-985 Digital Signs Repairs budget adjustment, as presented, effective June 3, 2021.

DEPARTMENT: Finance

Prepared by: Alisha Gamble



PROJECT PROPOSAL

LED DIGITAL BILLBOARDS

Prepared for:

Chere Rucker

City of Flowery Branch

FORMETCO®



16mm • 35 x 37 • Nashville, TN



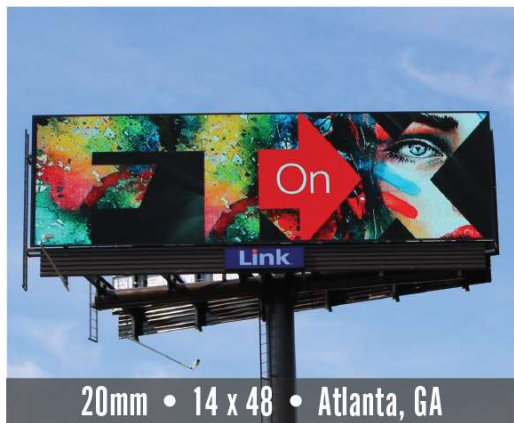
16mm • 30 x 50 • Atlanta, GA



16mm • 14 x 48 • York, PA



16mm • 18 x 48 • Boston, MA



20mm • 14 x 48 • Atlanta, GA



16mm • 24 x 25 • Chattanooga, TN



16mm • 14 x 48 • Harrisburg, PA



16mm • 20 x 60 • Pittsburgh, PA



FTX SERIES LED DIGITAL BILLBOARD PROPOSAL / SALES AGREEMENT

BUYER INFO:

Attention: Chere Rucker
City of Flowery Branch
PO Box 757

FLOWERY BRANCH, GA 30542
47079805140000
chere@flowerybranchga.org

SHIP TO:

Attention:

Quote #: 007737-01

Date: 5/26/2021

Project Name:

city of flower branch

Quantity:	1
Unit Price:	\$39,331.01
Subtotal:	\$39,331.01
Shipping:	\$2,500.00
Sales Tax:	Additional

Total:

Formetco Representative:

Britt McConnell
P.O. Box 535730
Atlanta, GA 30353-5730
Direct: 678-951-1118
Mobile: 678-315-9054
Fax: 1-800-239-2394
brittm@formetco.com
www.formetco.com



CONFIGURATION

Cabinet Size:	6'-3.50" H x 11'-6.50" W
Live Area:	6'-3.50" H x 11'-6.50" W
Mounting:	Upright I-Beam Attachment
Construction:	Aluminum Cabinets
Trim:	None
Average Operating Amps:	1.49 Amps
Service Access:	Rear Service
Communication:	1 Year Included (billed quarterly thereafter)
Control System:	F360

PERFORMANCE GUARANTEE

Parts Warranty:	10 Years
Labor Warranty:	1 Year
Brightness Warranty:	10 Year
On-Site Technician:	1 Technician - 1 Trip, 2 Days/Trip
365 Days Call Center:	Included for Life (includes all holidays)
Integrated Diagnostics:	Included for Life
Secondary Redundant PC:	None
Smartlink® Controller:	Included with Smartlink + 5 Years (US) Smartlink Service
Redundant Data:	Included

IMAGE QUALITY

Swappable Module Pixel Pitch:	13.3mm Physical Pixel Spacing (RGB)
Pixel Matrix:	144 H x 264 W
Single Color Bin LED Array:	Grade A LED's No Factory Calibration Required
Brightness:	7500 NITS Shipped (Up to 10,000 NITS capable)
Viewing Angles:	140° H & 60° V

OPTIONAL FEATURES

	Included	Optional
Web Based Control & Monitoring Software:	●	
Unlimited Software Training:	●	
Advertiser Proof of Performance Reports:	●	
Webcam with Mounting Pole:	12ft Pole Assembly	
Spare Parts Kit and Secure Storage Box:	●	
Redundant Calibrated 64,000 Level Photo Cells:	●	
LED Backlit Imprint:		●

NOTATIONS

Payment Terms: 50% Down, 50% 7 Days Prior to Shipping.
Includes installation

By signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. BoldBy signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. **Quote valid for 15 days.**

Name: _____ Title: _____ PO# _____ Date: _____
Buyer's agent or representative

COST OF OWNERSHIP¹ESTIMATED ANNUAL POWER CONSUMPTION²

Quote #: 007737-01
Date: 5/26/2021

Project Name:
city of flower branch

Quantity:	1
Unit Price:	\$.00
SubTotal:	\$.00
Sales Tax:	Additional
Shipping:	\$.00

Total:

\$0.10	(kWh) Kilowatt Hour Cost Based off of your average local power rate.
--------	---

365	Full Calender Year Operating both day and night.
-----	---

40%	LEDs Utilized Simultaneously Based on artwork content displayed.
-----	---

12/12	Hours Per Day of Various Brightness Levels At 7,500 nits the screen is operating at 100% brightness during daylight hours then reduced to 5% for night time hours.
-------	---

\$26	Average Cost Per Month Based on provided variables.
------	--

\$313	Average Cost Per Year Based on provided variables.
-------	---

Formetco Representative:

Britt McConnell
2963 Pleasant Hill Road
Duluth, GA 30096
678-951-1118
678-315-9054
brittm@formetco.com
www.formetco.com

LIFETIME UPGRADEABLE MODULES

The fully upgradeable module design allows for simple low cost upgrades or replacements over time.

13.3mm	Pixel Pitch Full Module Replacement Cost shown reflects only module replacement.
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\$13,173

¹ The information provided is for reference purposes only. Formetco strives to offer the most accurate analytics based on the information we have currently available. There may be variations over time. ² Prices do not include taxes, fees or other charges. ³ Available with approved credit, inside the contiguous United States.

TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions ("Terms and Conditions") govern the sale of products (each, a "Product") and installation, maintenance and other ancillary services (each, a "Service") by Formetco to the customer set forth in the Proposal/Sales Agreement ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement. As used herein, "Agreement" shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Proposal/Sales Agreement to which these Terms and Conditions are attached;
- All Change Orders properly executed as set forth herein, in the form available at <https://www.formetco.com/change-orders/>.
- All specifications and drawings attached to the Proposal/Sales Agreement or otherwise agreed to by the parties in writing;
- The following applicable Warranties (in accordance with Section 14 below):
 - o The Brightness Warranty (available at <https://www.formetco.com/brightness-warranty/>);
 - o The 10 Year Limited Parts Warranty (available at <https://www.formetco.com/10-year-limited-parts-warranty/>);
 - o The 5 Year Limited Parts Warranty (available at <https://www.formetco.com/5-year-limited-parts-warranty/>);
- The Wireless Service Terms, if communication services are purchased by Buyer (as set forth on the Proposal/Sales Agreement), available at <https://www.formetco.com/wireless-service-terms/>; and
- The Service Agreement, if purchased by Buyer (available at <https://www.formetco.com/service-agreement/>).

Once executed, each of these "Contract Documents" will be available on Buyer's secure online Formetco client portal.

1. Proposal. The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Formetco at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the "Sales Agreement".

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded or amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Formetco representative. Such document shall be referred to as a "Change Order" and must be in the form available at <https://www.formetco.com/change-orders/>. In the event a Change Order is signed before Formetco ships the Product to Buyer, Formetco will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Formetco ships the Product to Buyer, Formetco will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Product and Services from Formetco at the Price and on the Payment, Terms set forth in the Sales Agreement and, if applicable, the Wireless Service terms and Service Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Formetco's request Buyer shall provide a tax exemption certificate in a form acceptable to Formetco in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Formetco does not waive by the exercise of any rights hereunder), Formetco shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Formetco, whether relating to Formetco's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Formetco and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all Orders in the Continental USA, the Product is sold FOB Formetco's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Formetco's placement of the Product into the carrier's possession. Formetco will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Formetco will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Formetco. Delivery or shipping dates are approximate only and merely represent Formetco's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Formetco of all necessary manufacturing, shipping and delivery information. Formetco is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Formetco's placement of the Product into the carrier's possession and Formetco will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Formetco in all matters relating to the Services, provide access to the Site and provide such other accommodations as Formetco may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Formetco for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Formetco to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Formetco may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Formetco with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Formetco. In the event Formetco arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Formetco, then Buyer will bear the cost of Formetco's demobilization, delay, and remobilization; Formetco will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Formetco provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Formetco's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high water levels; in the event Formetco encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Formetco will suspend all Services related to the Install and will issue a Change Order. Formetco will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Formetco explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure that will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Formetco harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Formetco recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Formetco control or management software applications that are available on the Product (the "Software"), Formetco grants to Buyer, for so long as Buyer owns Product and agrees to the Apparatus Terms of Use available at <https://www.formetco.com/apparatus-terms-of-use/>, a limited, nontransferable, nonexclusive, non-sublicenseable license to (a) use the Software only as installed on and in connection with the Product and Formetco's ownership thereof; and (b) use the user documentation provided by Formetco in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Formetco will provide standard support for such Software for one (1) year from the date of shipment of the Product from Formetco's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Formetco's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Formetco shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Formetco may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Formetco and all rights therein (collectively, "Intellectual Property") will remain the property of Formetco and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Formetco upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Formetco will issue a Change Order including an invoice for the cost of the delay.

12. IBC Risk Designation. Formetco's structural engineering specifications for the Product comply with IBC Risk Category 1 requirements and the Price quote for the Product is based on this compliance level. Accordingly, if Buyer requires compliance with a higher risk category for any reason, then Buyer must notify Formetco to obtain a new Price quote prior to engineering the Product. Any change to the IBC Risk Designation after Formetco's commencement of engineering the Product will require a Change Order.

13. Security Interest. As collateral security for Buyer's full payment to Formetco of all amount(s) that may become due under this Agreement, Buyer hereby grants Formetco a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Formetco at any time and from time to time while such security interest is in effect to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

14. Warranties. Formetco warrants the following to Buyer, as applicable (collectively, the "Warranties"):

- (a) For FTX, the "Brightness Warranty", available at <https://www.formetco.com/brightness-warranty/> (the "Brightness Warranty");
- (b) For FTX, the "10 Year Limited Parts Warranty", available at <https://www.formetco.com/10-year-limited-parts-warranty/> (the "10 Year Limited Parts Warranty");
- (c) For FSI And FSO, the "5 Year Limited Parts Warranty", available at <https://www.formetco.com/5-year-limited-parts-warranty/> (the "5 Year Limited Parts Warranty");

THE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15. Limitation of Liability.

(a) IN NO EVENT SHALL FORMETCO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FORMETCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL FORMETCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FORMETCO FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Formetco's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Formetco's gross negligence or willful misconduct.

16. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend and hold harmless Formetco and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Formetco by reason of or alleging any unauthorized or infringing use by Formetco of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Formetco at Buyer's direction.

17. Delay, Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Formetco be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Formetco including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

18. Use of Image. Formetco may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

19. FCC CLASS A NOTICE. The Product complies with Part 15 of the FCC Rules. Operation of Product is subject to the following conditions: (a) the Product may not cause harmful interference; and (b) the Product must accept any interference received, including interference that may cause undesired operation. Any modifications made to the Product that are not approved by Formetco may void the authority granted to the user by the FCC to operate this Product.

20. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

21. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

22. Applicable Law, Limitations. This Agreement is governed by the laws of the state of Georgia. In the event of any dispute arising out of or relating to this Agreement, Buyer hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, Formetco will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Formetco, must be commenced within one (1) year of the event giving rise to the cause of action.

23. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Section 23 is void.

24. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Formetco in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Formetco hereunder.

25. No Waiver. All remedies of Formetco hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Formetco to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision.

26. Other:

- a) **Parts RMA Process.** FTX 10-Year Parts Warranty, FSO and FSI 5-Year Parts Warranty covers the LED video screen's LED Tiles, power supplies, data receiver cards, power and data cables, photocell, cabinetry and connecting cables. Not covered are third-party components, including computers, router, modem, video equipment, sound systems, video cameras, smart link and webcam which are subject to their respective original manufacture's warranty, which Formetco will administer for a two (2) year period from the date of shipment from Formetco's facility.

Formetco Parts Return Policy. Formetco will ship replacement parts out FedEx ground. The replaced and unused parts need to be shipped back to Formetco. If the parts are not received by Formetco within 60 days from the date the parts were shipped the recipient will be invoiced for the parts not returned.

Formetco will provide an E-Mail parts return reminder at 14 days, 45 days and at 60 days if the parts have not been returned, the recipient will be invoiced for the parts not returned.

- b) **Automated Wireless Agreement.** This Formetco Automated Wireless FAWA ("FAWA") contains the terms and conditions applicable to the provision of wireless communication and related support services by Formetco, Incorporated ("Formetco") to the existing customer subscribing to such Services (the "Buyer"). Such terms are in addition to, and not in lieu of, the Terms and Conditions governing Buyer's purchase of the billboard Product(s) set forth or otherwise incorporated into in the Proposal/Sales Agreement (the "Terms and Conditions") and constitute an amendment to the FAWA referenced in the Terms and Conditions. Capitalized terms used but not otherwise defined herein will have the same meanings given for such terms in the Terms of Conditions.

Services Provided. During the Term, and subject to the terms and conditions hereof, Formetco agrees to provide to Buyer with wireless data transmission services and related support services in connection with the modem installed on the purchased Product (collectively, the "Services"). The scope of the Services (including support hours, procedures and exclusions) is further described at <https://formetco.com/wireless-support-terms/> (the "Wireless Support Terms"), which are incorporated herein by this reference.

1. Term; Termination. The initial term of the Services begins on Buyer's acceptance and acknowledgement of these terms electronically or in writing and will continue for a period of one (1) year; thereafter, the term will automatically renew for successive periods of one (1) year each (collectively with the initial term, all such renewal periods, the "Term"). Either party may terminate this FAWA (i) for its convenience upon at least thirty (30) days prior notice, which may be given via Formetco's customer portal or via email; or (ii) upon written notice to the other party (or Formetco may, in its sole discretion, suspend the provision of the Services) if the other party commits a material breach of this FAWA and fails to cure such breach within fifteen (15) days of written notice of the same (other than Buyer's failure to pay any amounts when due, which must be cured within ten (10) days after notice of the same, which notice may be provided by phone or email).

2. Fees; Invoicing. Buyer will be charged Formetco's then-current standard fees for the Services as communicated to Buyer from time to time in writing (which may be electronically). Formetco's current fees is \$195 per quarter. Formetco may change such fees from time to time on at least sixty (60) days' notice to Buyer (which may be electronic), and Buyer will be deemed to have accepted such changes unless Buyer cancels its subscription to the Services as set forth in Section 2, above, prior to the effective date of such change. All fees will be invoiced as follows: (i) all recurring fees for wireless service and remote support (collectively, the "Recurring Fees") will be billed in advance on the first day of each calendar quarter during the Services Term (or, if a modem is added during the middle of any quarter, on the first day of service, with the fees prorated); and (ii) for any other billable Services under the Wireless Support Terms ("Additional Service Fees"), such fees will be invoiced upon completion of such Services.

(a) Buyer must maintain valid and current credit card or bank account information on file with Formetco and authorize Formetco to deduct the Recurring Charges with respect to the Services against that credit card or bank account (via ACH). By providing Formetco with payment information, Buyer (i) represents and warrants that Buyer is authorized to use that payment method and that any and all charges may be billed to that payment method and will not be rejected; and (ii) authorizes the financial institution specified in such payment method to charge or debit Buyer's account and remit payment to Formetco as described herein. Such authority will remain in effect until Buyer provides Formetco with notice (either via Formetco's customer portal or by calling Formetco's Service Department at 800-204-4386. If Formetco cannot process Buyer's payment method, Formetco will attempt to contact Buyer by phone or email. If payment is not made as set forth in Section 2, Formetco may suspend Buyer's subscription and will not provide Buyer with the Services until payment can be processed. All Additional Service Fees will be due and payable within 30 days after the invoice date. Formetco may combine in one charge all fees due to Formetco from Buyer with respect to Buyer's Products.

(b) Any fees or charges not paid when due will accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. All fees charged by Formetco with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Buyer will be responsible for, except for taxes based on Formetco's net income.

3. Disclaimer. BUYER'S SOLE AND EXCLUSIVE REMEDY, AND FORMETCO'S ENTIRE LIABILITY, FOR ANY FAILURE TO PROPERLY PROVIDE THE SERVICES DESCRIBED HEREUNDER WILL BE THE CORRECTION OR REPERFORMANCE OF THE NON-CONFORMING SERVICES. THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND FORMETCO AND ITS THIRD PARTY SUPPLIERS AND LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE COVERED HARDWARE, COVERED SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. All limitations of liability set forth in the Terms and Conditions and Limited Warranty apply equally to the Services provided under this FAWA.





PROJECT PROPOSAL

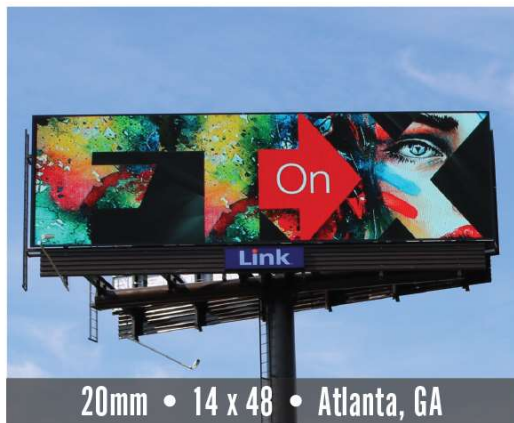
LED DIGITAL BILLBOARDS

Prepared for:

Chere Rucker

City of Flowery Branch

FORMETCO®





FTX SERIES LED DIGITAL BILLBOARD PROPOSAL / SALES AGREEMENT

BUYER INFO:

Attention: Chere Rucker
City of Flowery Branch
PO Box 757

FLOWERY BRANCH, GA 30542
47079805140000
chere@flowerybranchga.org

SHIP TO:

Attention:

Quote #: 007737-01
Date: 5/26/2021

Project Name:
city of flower branch

Quantity:	1
Unit Price:	\$39,331.01
Subtotal:	\$39,331.01
Shipping:	\$2,500.00
Sales Tax:	Additional

Total:

Formetco Representative:

Britt McConnell
P.O. Box 535730
Atlanta, GA 30353-5730
Direct: 678-951-1118
Mobile: 678-315-9054
Fax: 1-800-239-2394
brittm@formetco.com
www.formetco.com



CONFIGURATION

Cabinet Size:	6'-3.50" H x 11'-6.50" W
Live Area:	6'-3.50" H x 11'-6.50" W
Mounting:	Upright I-Beam Attachment
Construction:	Aluminum Cabinets
Trim:	None
Average Operating Amps:	1.49 Amps
Service Access:	Rear Service
Communication:	1 Year Included (billed quarterly thereafter)
Control System:	F360

PERFORMANCE GUARANTEE

Parts Warranty:	10 Years
Labor Warranty:	1 Year
Brightness Warranty:	10 Year
On-Site Technician:	1 Technician - 1 Trip, 2 Days/Trip
365 Days Call Center:	Included for Life (includes all holidays)
Integrated Diagnostics:	Included for Life
Secondary Redundant PC:	None
Smartlink® Controller:	Included with Smartlink + 5 Years (US) Smartlink Service
Redundant Data:	Included

IMAGE QUALITY

Swappable Module Pixel Pitch:	13.3mm Physical Pixel Spacing (RGB)
Pixel Matrix:	144 H x 264 W
Single Color Bin LED Array:	Grade A LED's No Factory Calibration Required
Brightness:	7500 NITS Shipped (Up to 10,000 NITS capable)
Viewing Angles:	140° H & 60° V

OPTIONAL FEATURES

	Included	Optional
Web Based Control & Monitoring Software:	●	
Unlimited Software Training:	●	
Advertiser Proof of Performance Reports:	●	
Webcam with Mounting Pole:	12ft Pole Assembly	
Spare Parts Kit and Secure Storage Box:	●	
Redundant Calibrated 64,000 Level Photo Cells:	●	
LED Backlit Imprint:		●

NOTATIONS

Payment Terms: 50% Down, 50% 7 Days Prior to Shipping.
Includes installation

By signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. BoldBy signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. **Quote valid for 15 days.**

Name: _____ Title: _____ PO# _____ Date: _____
Buyer's agent or representative

COST OF OWNERSHIP¹ESTIMATED ANNUAL POWER CONSUMPTION²

Quote #: 007737-01
Date: 5/26/2021

Project Name:
city of flower branch

Quantity:	1
Unit Price:	\$.00
SubTotal:	\$.00
Sales Tax:	Additional
Shipping:	\$.00

Total:

\$0.10

(kWh) Kilowatt Hour Cost
Based off of your average local power rate.

365

Full Calender Year
Operating both day and night.

40%

LEDs Utilized Simultaneously
Based on artwork content displayed.

12/12

Hours Per Day of Various Brightness Levels
At 7,500 nits the screen is operating at 100% brightness during daylight hours then reduced to 5% for night time hours.

\$26

Average Cost Per Month
Based on provided variables.

\$313

Average Cost Per Year
Based on provided variables.

Formetco Representative:

Britt McConnell
2963 Pleasant Hill Road
Duluth, GA 30096
678-951-1118
678-315-9054
brittm@formetco.com
www.formetco.com

LIFETIME UPGRADEABLE MODULES

The fully upgradeable module design allows for simple low cost upgrades or replacements over time.

13.3mm

Pixel Pitch Full Module Replacement
Cost shown reflects only module replacement.

\$13,173

¹ The information provided is for reference purposes only. Formetco strives to offer the most accurate analytics based on the information we have currently available. There may be variations over time. ² Prices do not include taxes, fees or other charges. ³ Available with approved credit, inside the contiguous United States.

TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions ("Terms and Conditions") govern the sale of products (each, a "Product") and installation, maintenance and other ancillary services (each, a "Service") by Formetco to the customer set forth in the Proposal/Sales Agreement ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement. As used herein, "Agreement" shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Proposal/Sales Agreement to which these Terms and Conditions are attached;
- All Change Orders properly executed as set forth herein, in the form available at <https://www.formetco.com/change-orders/>.
- All specifications and drawings attached to the Proposal/Sales Agreement or otherwise agreed to by the parties in writing;
- The following applicable Warranties (in accordance with Section 14 below):
 - o The Brightness Warranty (available at <https://www.formetco.com/brightness-warranty/>);
 - o The 10 Year Limited Parts Warranty (available at <https://www.formetco.com/10-year-limited-parts-warranty/>);
 - o The 5 Year Limited Parts Warranty (available at <https://www.formetco.com/5-year-limited-parts-warranty/>);
- The Wireless Service Terms, if communication services are purchased by Buyer (as set forth on the Proposal/Sales Agreement), available at <https://www.formetco.com/wireless-service-terms/>; and
- The Service Agreement, if purchased by Buyer (available at <https://www.formetco.com/service-agreement/>).

Once executed, each of these "Contract Documents" will be available on Buyer's secure online Formetco client portal.

1. Proposal. The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Formetco at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the "Sales Agreement".

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded or amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Formetco representative. Such document shall be referred to as a "Change Order" and must be in the form available at <https://www.formetco.com/change-orders/>. In the event a Change Order is signed before Formetco ships the Product to Buyer, Formetco will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Formetco ships the Product to Buyer, Formetco will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Product and Services from Formetco at the Price and on the Payment, Terms set forth in the Sales Agreement and, if applicable, the Wireless Service terms and Service Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Formetco's request Buyer shall provide a tax exemption certificate in a form acceptable to Formetco in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Formetco does not waive by the exercise of any rights hereunder), Formetco shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Formetco, whether relating to Formetco's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Formetco and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all Orders in the Continental USA, the Product is sold FOB Formetco's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Formetco's placement of the Product into the carrier's possession. Formetco will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Formetco will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Formetco. Delivery or shipping dates are approximate only and merely represent Formetco's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Formetco of all necessary manufacturing, shipping and delivery information. Formetco is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Formetco's placement of the Product into the carrier's possession and Formetco will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Formetco in all matters relating to the Services, provide access to the Site and provide such other accommodations as Formetco may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Formetco for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Formetco to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Formetco may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Formetco with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Formetco. In the event Formetco arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Formetco, then Buyer will bear the cost of Formetco's demobilization, delay, and remobilization; Formetco will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Formetco provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Formetco's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high water levels; in the event Formetco encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Formetco will suspend all Services related to the Install and will issue a Change Order. Formetco will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Formetco explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure that will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Formetco harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Formetco recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Formetco control or management software applications that are available on the Product (the "Software"), Formetco grants to Buyer, for so long as Buyer owns Product and agrees to the Apparatus Terms of Use available at <https://www.formetco.com/apparatus-terms-of-use/>, a limited, nontransferable, nonexclusive, non-sublicenseable license to (a) use the Software only as installed on and in connection with the Product and Formetco's ownership thereof; and (b) use the user documentation provided by Formetco in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Formetco will provide standard support for such Software for one (1) year from the date of shipment of the Product from Formetco's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Formetco's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Formetco shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Formetco may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Formetco and all rights therein (collectively, "Intellectual Property") will remain the property of Formetco and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Formetco upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Formetco will issue a Change Order including an invoice for the cost of the delay.

12. IBC Risk Designation. Formetco's structural engineering specifications for the Product comply with IBC Risk Category 1 requirements and the Price quote for the Product is based on this compliance level. Accordingly, if Buyer requires compliance with a higher risk category for any reason, then Buyer must notify Formetco to obtain a new Price quote prior to engineering the Product. Any change to the IBC Risk Designation after Formetco's commencement of engineering the Product will require a Change Order.

13. Security Interest. As collateral security for Buyer's full payment to Formetco of all amount(s) that may become due under this Agreement, Buyer hereby grants Formetco a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Formetco at any time and from time to time while such security interest is in effect to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

14. Warranties. Formetco warrants the following to Buyer, as applicable (collectively, the "Warranties"):

- (a) For FTX, the "Brightness Warranty", available at <https://www.formetco.com/brightness-warranty/> (the "Brightness Warranty");
- (b) For FTX, the "10 Year Limited Parts Warranty", available at <https://www.formetco.com/10-year-limited-parts-warranty/> (the "10 Year Limited Parts Warranty");
- (c) For FSI And FSO, the "5 Year Limited Parts Warranty", available at <https://www.formetco.com/5-year-limited-parts-warranty/> (the "5 Year Limited Parts Warranty");

THE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15. Limitation of Liability.

(a) IN NO EVENT SHALL FORMETCO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FORMETCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL FORMETCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FORMETCO FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Formetco's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Formetco's gross negligence or willful misconduct.

16. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend and hold harmless Formetco and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Formetco by reason of or alleging any unauthorized or infringing use by Formetco of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Formetco at Buyer's direction.

17. Delay, Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Formetco be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Formetco including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

18. Use of Image. Formetco may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

19. FCC CLASS A NOTICE. The Product complies with Part 15 of the FCC Rules. Operation of Product is subject to the following conditions: (a) the Product may not cause harmful interference; and (b) the Product must accept any interference received, including interference that may cause undesired operation. Any modifications made to the Product that are not approved by Formetco may void the authority granted to the user by the FCC to operate this Product.

20. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

21. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

22. Applicable Law, Limitations. This Agreement is governed by the laws of the state of Georgia. In the event of any dispute arising out of or relating to this Agreement, Buyer hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, Formetco will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Formetco, must be commenced within one (1) year of the event giving rise to the cause of action.

23. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Section 23 is void.

24. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Formetco in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Formetco hereunder.

25. No Waiver. All remedies of Formetco hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Formetco to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision.

26. Other:

- a) **Parts RMA Process.** FTX 10-Year Parts Warranty, FSO and FSI 5-Year Parts Warranty covers the LED video screen's LED Tiles, power supplies, data receiver cards, power and data cables, photocell, cabinetry and connecting cables. Not covered are third-party components, including computers, router, modem, video equipment, sound systems, video cameras, smart link and webcam which are subject to their respective original manufacture's warranty, which Formetco will administer for a two (2) year period from the date of shipment from Formetco's facility.

Formetco Parts Return Policy. Formetco will ship replacement parts out FedEx ground. The replaced and unused parts need to be shipped back to Formetco. If the parts are not received by Formetco within 60 days from the date the parts were shipped the recipient will be invoiced for the parts not returned.

Formetco will provide an E-Mail parts return reminder at 14 days, 45 days and at 60 days if the parts have not been returned, the recipient will be invoiced for the parts not returned.

- b) **Automated Wireless Agreement.** This Formetco Automated Wireless FAWA ("FAWA") contains the terms and conditions applicable to the provision of wireless communication and related support services by Formetco, Incorporated ("Formetco") to the existing customer subscribing to such Services (the "Buyer"). Such terms are in addition to, and not in lieu of, the Terms and Conditions governing Buyer's purchase of the billboard Product(s) set forth or otherwise incorporated into in the Proposal/Sales Agreement (the "Terms and Conditions") and constitute an amendment to the FAWA referenced in the Terms and Conditions. Capitalized terms used but not otherwise defined herein will have the same meanings given for such terms in the Terms of Conditions.

Services Provided. During the Term, and subject to the terms and conditions hereof, Formetco agrees to provide to Buyer with wireless data transmission services and related support services in connection with the modem installed on the purchased Product (collectively, the "Services"). The scope of the Services (including support hours, procedures and exclusions) is further described at <https://formetco.com/wireless-support-terms/> (the "Wireless Support Terms"), which are incorporated herein by this reference.

1. Term; Termination. The initial term of the Services begins on Buyer's acceptance and acknowledgement of these terms electronically or in writing and will continue for a period of one (1) year; thereafter, the term will automatically renew for successive periods of one (1) year each (collectively with the initial term, all such renewal periods, the "Term"). Either party may terminate this FAWA (i) for its convenience upon at least thirty (30) days prior notice, which may be given via Formetco's customer portal or via email; or (ii) upon written notice to the other party (or Formetco may, in its sole discretion, suspend the provision of the Services) if the other party commits a material breach of this FAWA and fails to cure such breach within fifteen (15) days of written notice of the same (other than Buyer's failure to pay any amounts when due, which must be cured within ten (10) days after notice of the same, which notice may be provided by phone or email).

2. Fees; Invoicing. Buyer will be charged Formetco's then-current standard fees for the Services as communicated to Buyer from time to time in writing (which may be electronically). Formetco's current fees is \$195 per quarter. Formetco may change such fees from time to time on at least sixty (60) days' notice to Buyer (which may be electronic), and Buyer will be deemed to have accepted such changes unless Buyer cancels its subscription to the Services as set forth in Section 2, above, prior to the effective date of such change. All fees will be invoiced as follows: (i) all recurring fees for wireless service and remote support (collectively, the "Recurring Fees") will be billed in advance on the first day of each calendar quarter during the Services Term (or, if a modem is added during the middle of any quarter, on the first day of service, with the fees prorated); and (ii) for any other billable Services under the Wireless Support Terms ("Additional Service Fees"), such fees will be invoiced upon completion of such Services.

(a) Buyer must maintain valid and current credit card or bank account information on file with Formetco and authorize Formetco to deduct the Recurring Charges with respect to the Services against that credit card or bank account (via ACH). By providing Formetco with payment information, Buyer (i) represents and warrants that Buyer is authorized to use that payment method and that any and all charges may be billed to that payment method and will not be rejected; and (ii) authorizes the financial institution specified in such payment method to charge or debit Buyer's account and remit payment to Formetco as described herein. Such authority will remain in effect until Buyer provides Formetco with notice (either via Formetco's customer portal or by calling Formetco's Service Department at 800-204-4386. If Formetco cannot process Buyer's payment method, Formetco will attempt to contact Buyer by phone or email. If payment is not made as set forth in Section 2, Formetco may suspend Buyer's subscription and will not provide Buyer with the Services until payment can be processed. All Additional Service Fees will be due and payable within 30 days after the invoice date. Formetco may combine in one charge all fees due to Formetco from Buyer with respect to Buyer's Products.

(b) Any fees or charges not paid when due will accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. All fees charged by Formetco with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Buyer will be responsible for, except for taxes based on Formetco's net income.

3. Disclaimer. BUYER'S SOLE AND EXCLUSIVE REMEDY, AND FORMETCO'S ENTIRE LIABILITY, FOR ANY FAILURE TO PROPERLY PROVIDE THE SERVICES DESCRIBED HEREUNDER WILL BE THE CORRECTION OR REPERFORMANCE OF THE NON-CONFORMING SERVICES. THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND FORMETCO AND ITS THIRD PARTY SUPPLIERS AND LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE COVERED HARDWARE, COVERED SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. All limitations of liability set forth in the Terms and Conditions and Limited Warranty apply equally to the Services provided under this FAWA.





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: FY2021 - Financial Update, Quarter Ending March 31, 2021

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

FY2021 - Financial Update, Quarter Ending March 31, 2021

FACTS AND ISSUES:

Detailed reports and statements will be emailed to Council for review before the meeting.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No action needed

SAMPLE MOTION:

No motion required

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider May 6, 2021 Council Meeting Minutes

COUNCIL MEETING DATE: June 3, 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:

Prepared by: Vickie Short

ATTACHMENTS

- [May 6, 2021 Minutes.pdf](#)



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



CALL WORK SESSION TO ORDER:

Mayor Pro Tem Joe Anglin called the meeting to order at 6:06 pm.

PRESENT: Mayor Pro Tem Joe Anglin and Councilmembers Chris Mundy, Ed Asbridge, Leslie Jarchow and Amy Farah.

ABSENT: Mayor Mike Miller (until the end of Executive Session).

Also present were Bill Andrew, City Manager, Vickie Short, City Clerk, Ron Bennett, City Attorney, Alisha Gamble, Finance Director, Rich Atkinson, Planner, Bill Whidden, Public Works Director and Sgt. Dalton Hall, PD Patrol Commander.

PLEDGE OF ALLEGIANCE:

Mayor Pro Tem led the Pledge of Allegiance.

UNFINISHED BUSINESS-WORK SESSION

A work session to consider a rezoning application submitted by NNP-Looper Lake, LLC. to rezone tax parcel 15047 000885 from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions.

Mr. Atkinson presented the details of the applicant's request to rezone the development of a Planned Unit Development along Capitola Farm Road and Spout Springs Road. Currently, the entire parcel (12 +/- acres) is zoned PUD and is designated as for sale commercial/retail property. Applicant is requesting 8 +/- acres be removed from the commercial/retail development classification allowing for the construction of approximately 65 townhomes. The original overall unit count is limited to 2,000. If approved, the townhome development would push that number to 2,018.

Staff recommends approval. The design meets the standards that the City has requested – connectivity, rear access, open space, landscaping, etc. The proposed development leaves acreage for potential commercial while adding a well-designed townhome component to SOTL.

Chris Whitaker, with NNP-Looper Lake, LLC fielded several questions.

Mr. Asbridge asked about the pool information and parking concerns. Mayor and Council had previously been sent the amenities' information requested at the April 15, 2021 meeting. Mr. Whitaker explained that parking will not be an issue because each unit will have a two-car garage.

Mr. Anglin asked for the width of the streets. Mr. Whitaker will be providing that measurement to Council. Mr. Anglin also expressed that the current residents are concerned with density and would prefer commercial instead. In response, Mr. Whitaker relayed that NNP-Looper Lake, LLC feels this is the only option.

Mr. Anglin pointed out The Preserve and Retreat will be under construction at the same time. He questioned whether these units will be competitive. Mr. Whitaker responded that the \$260,000 projected price will more than likely change because of the cost of materials effecting the cost of the homes.

Mr. Mundy is concerned about the look of the projected townhomes versus the original townhomes located along the Village Green. Mr. Whitaker gave a history of the townhomes.

NEW BUSINESS-WORK SESSION:

Hall County Intergovernmental Agreement to Conduct Municipal Elections

Ms. Short presented the details of the IGA to conduct municipal elections. The details include:

The City shall perform the following duties:

- Qualifying of candidates
- Act as filing officer for all financial statements with the State Ethics Commission
- Review and approve all calls of election prepared by the Elections Board for accuracy prior to publication

The County shall be responsible for:

All elections materials, equipment, software, supplies, personnel and assistance to insure that required municipal elections shall be conducted in a safe, efficient, secure and orderly fashion.

Mr. Anglin asked if an additional polling place might be added to make voting more convenient for the citizens. Ms. Short responded that she would contact the Hall County Board of Elections on that possibility.

Resolution 21-003 Certified City of Ethics

Ms. Short presented Resolution 21-003. In January of 2005, April of 2009, January of 2013 and January of 2017, the City of Flowery Branch adopted an Ethics Ordinance and Resolution to become a Certified City of Ethics. To recertify as a City of Ethics, a current resolution signed by the majority of the governing body re-adopting the five ethics principles must be provided:

Serve others, not ourselves

Use resources with efficiency and economy

Treat all people fairly

Use the power of our position for the wellbeing of our constituents

Create an environment of honesty, openness and integrity

DEPARTMENT REPORTS:

City Manager Report

Mr. Andrew mentioned that the Farmers Market Opening Day was today with 24 vendors and the Pre-Construction Mtg for Downtown Development will be on May 10.

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

Consider April 1, 2021 Council Meeting Minutes

Hall County Intergovernmental Agreement to Conduct Municipal Elections

Resolution 21-003 Certified City of Ethics

Consider Mayor Miller Per Diem

There was a motion made to approve the consent agenda.

MOTION: Leslie Jarchow

SECOND: Chris Mundy

AYES: Ed Asbridge, Leslie Jarchow, Chris Mundy, Amy Farah

NAYS: None

Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 6:43 pm.

MOTION: Amy Farah

SECOND: Leslie Jarchow

AYES: Ed Asbridge, Leslie Jarchow, Chris Mundy, Amy Farah

NAYS: None

Motion carried

There was a motion made to reconvene open session at 7:30 pm.

MOTION: Chris Mundy
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Leslie Jarchow, Chris Mundy, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 7:30 pm.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy, Amy Farah
NAYS: None
Motion carried

Mayor – Mike Miller

Date

City Clerk – Vickie Short



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Second Reading of the 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 intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

COUNCIL MEETING DATE: June 3, 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.

March 18, 2021 work session discussion concerning buffers (plan attached below).

Updated May traffic study is attached.

May 20, 2021 Council approves first read but asks for an updated plan or approach to the density in particular the number of townhomes prior to the second read on June 3, 2021.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended prior to the final read to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted and conditioned.

SAMPLE MOTION:

I make a motion to approve the second reading of ordinance 625 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 626 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 627 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 628 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 629 as submitted and conditioned.

I make a motion to approve the second reading of ordinance 630 as submitted and conditioned.

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](#)
- [Staff Report .pdf](#)
- [March 18 Buffer Plan.pdf](#)
- [Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
- [Mulberry Flowery Branch Subdivision Traffic Impact Study.pdf](#)
- [Combined 625-630 Incomplete for FIRST READ.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

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



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

parcels (08117 002008A, 08117002016D, 08117 002016B, 08117
Tax Map Number: ~~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



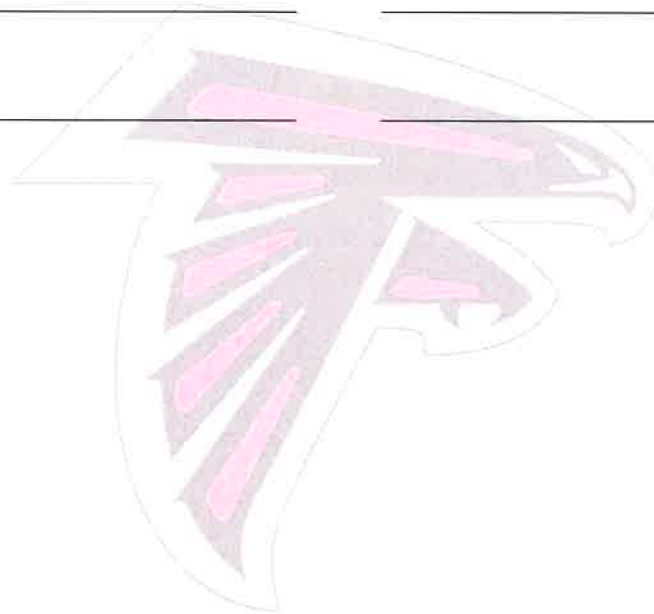
Disclosure of Campaign Contributions

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



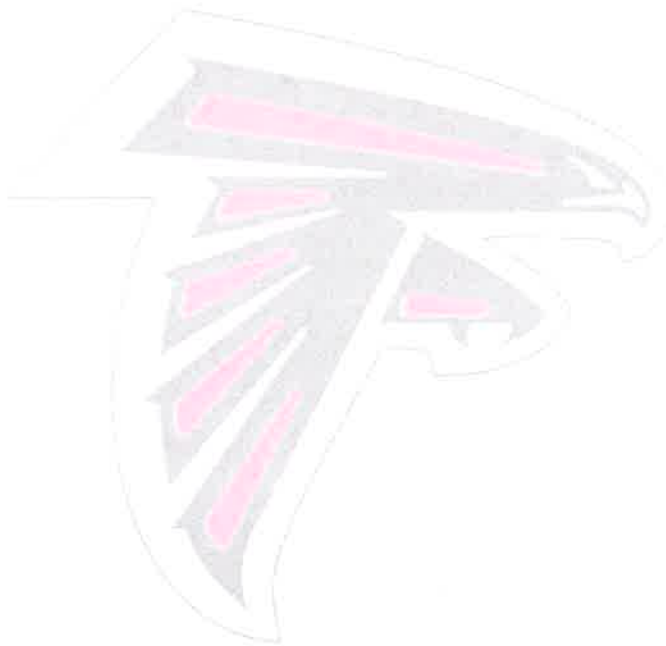
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? 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

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 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

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

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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

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





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

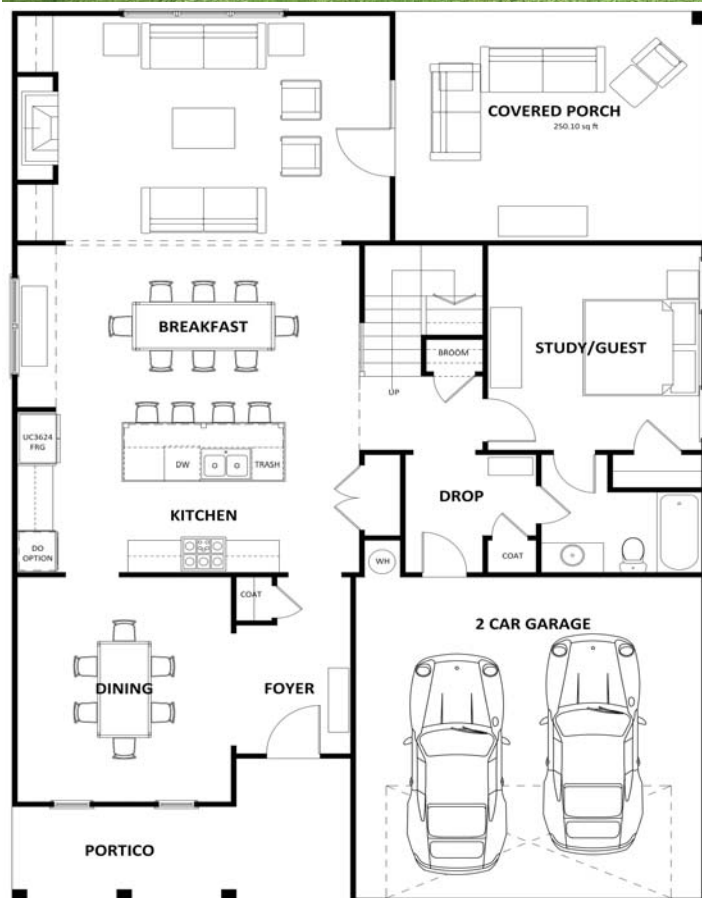
01.22.21



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

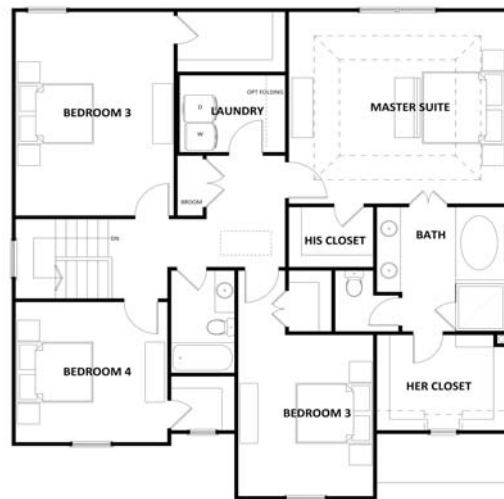
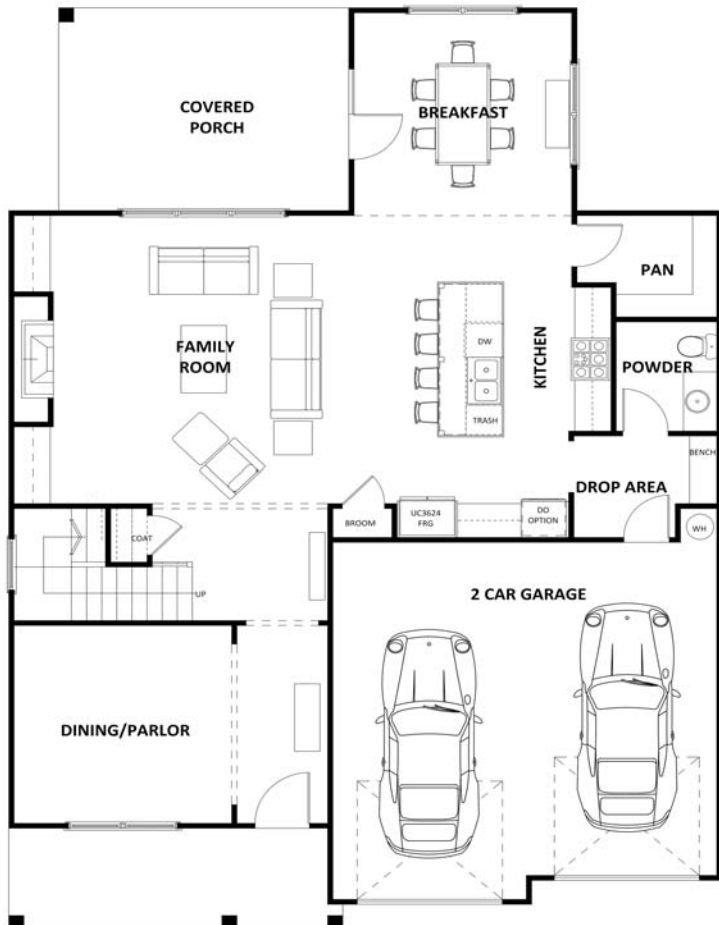
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414  511

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

512

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"

COVERED
PORCH

"B"

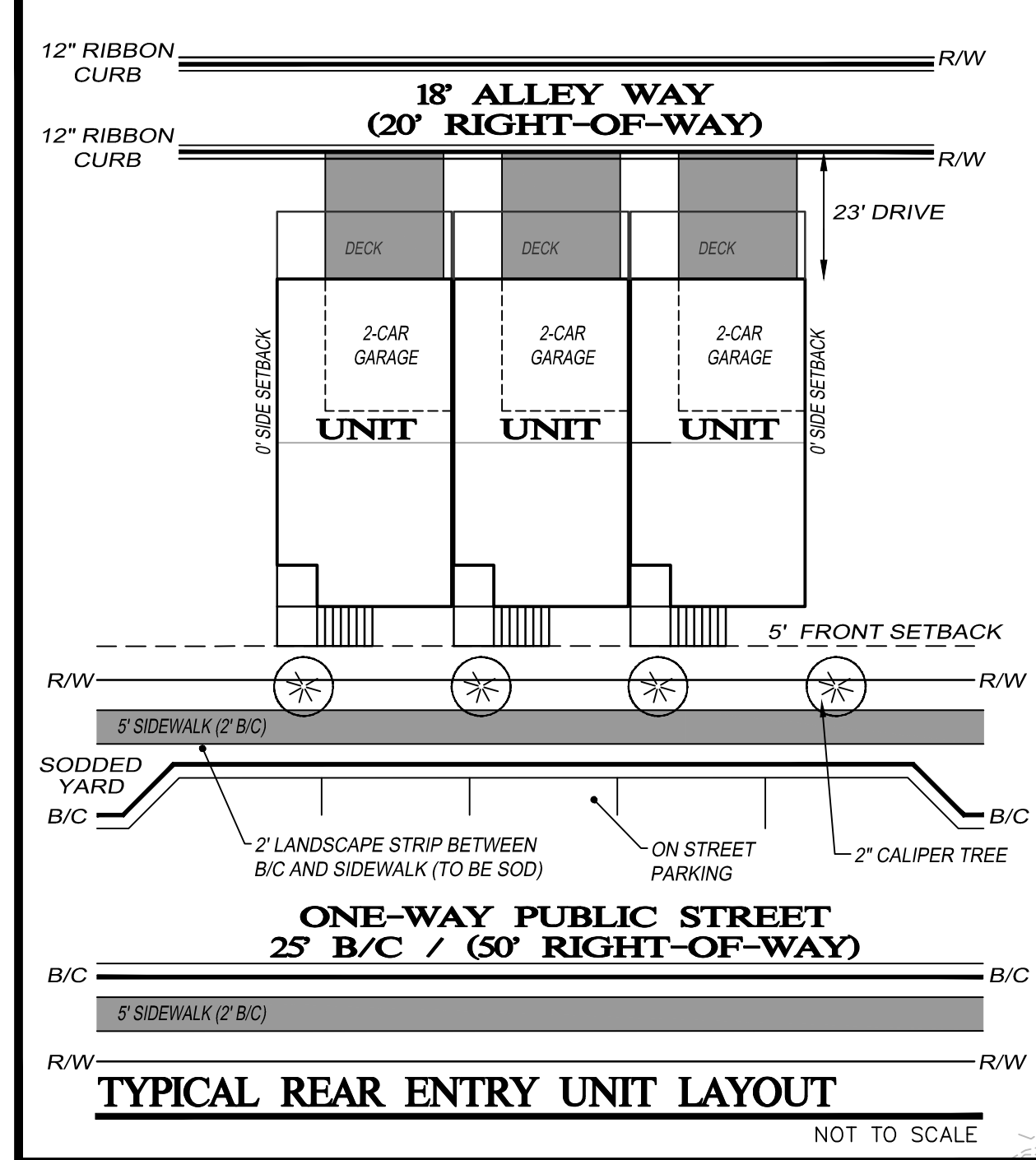
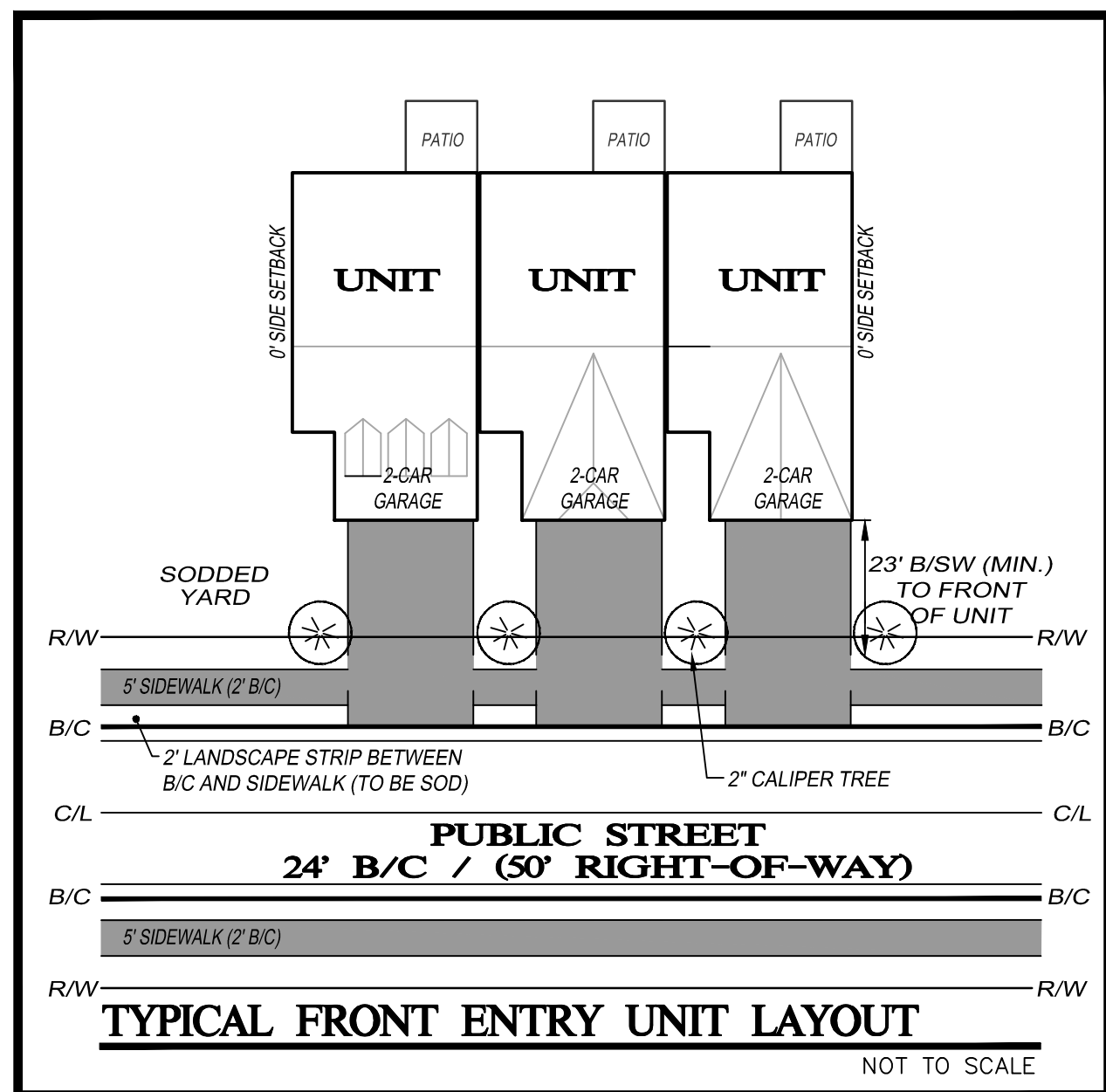
COVERED
PORCH



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

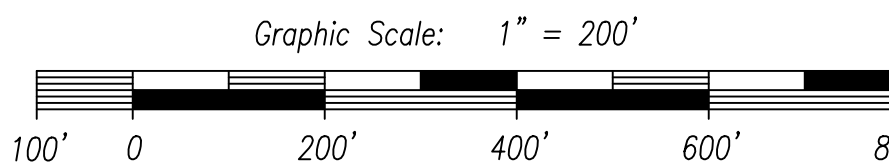
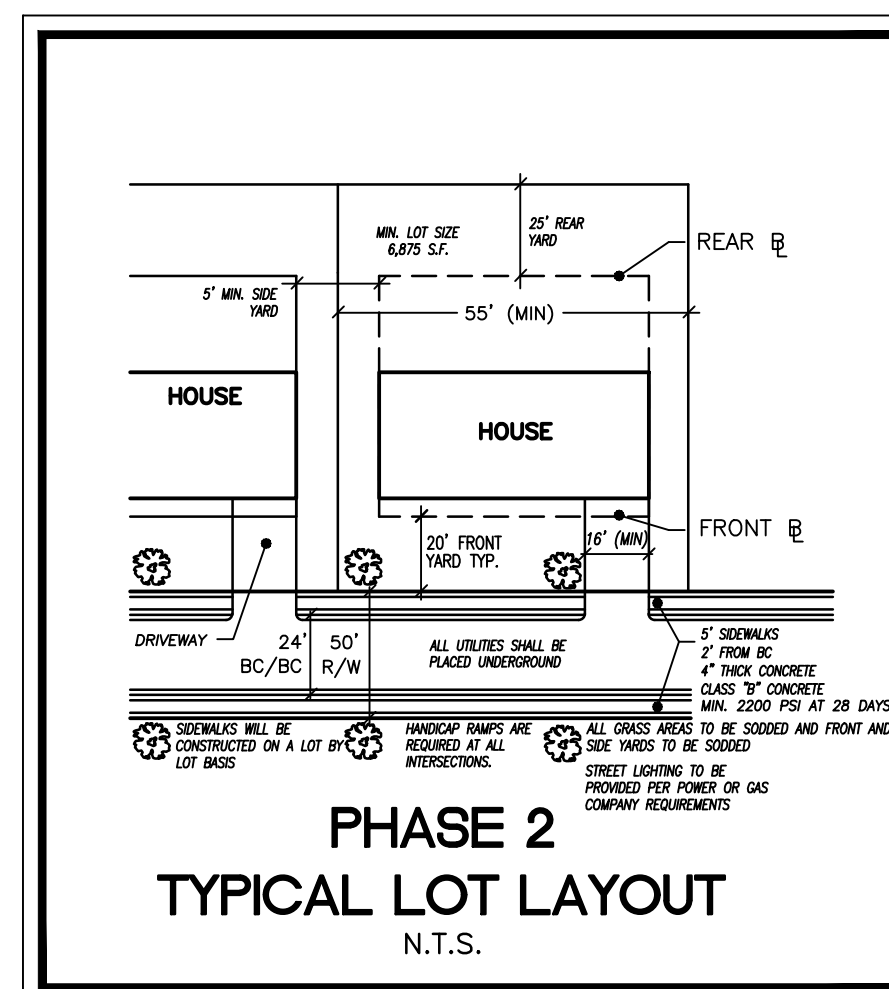
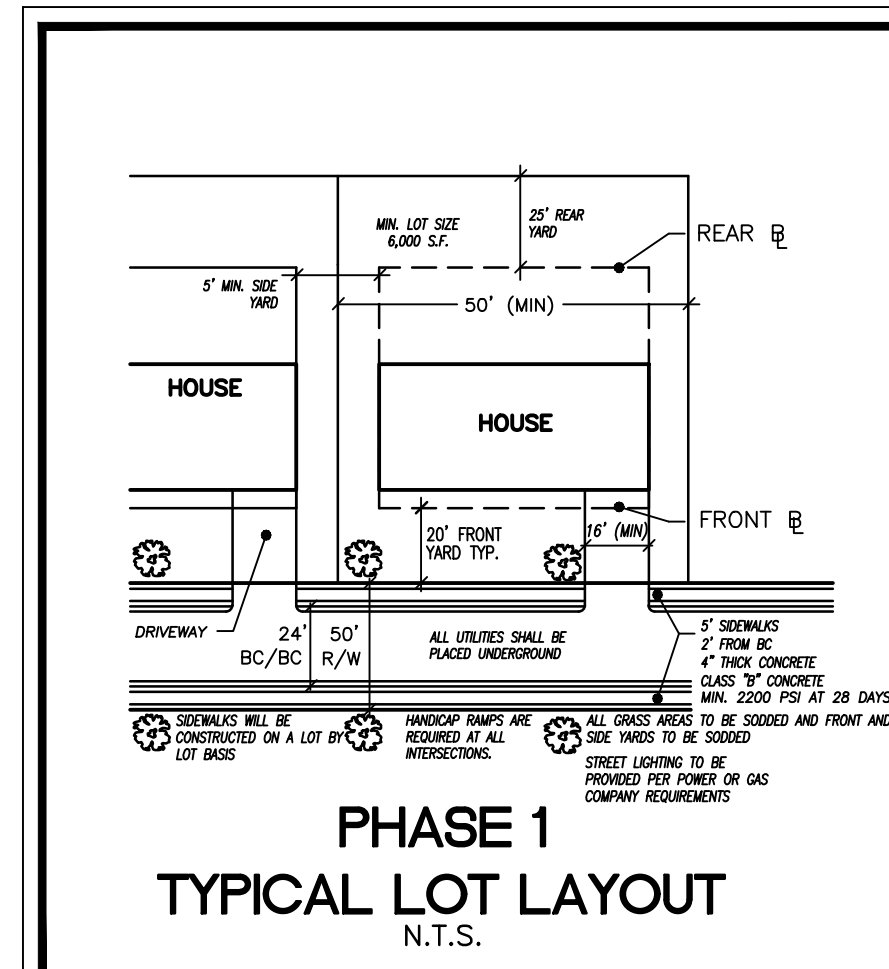
COMPASS POINT PHASE 3

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

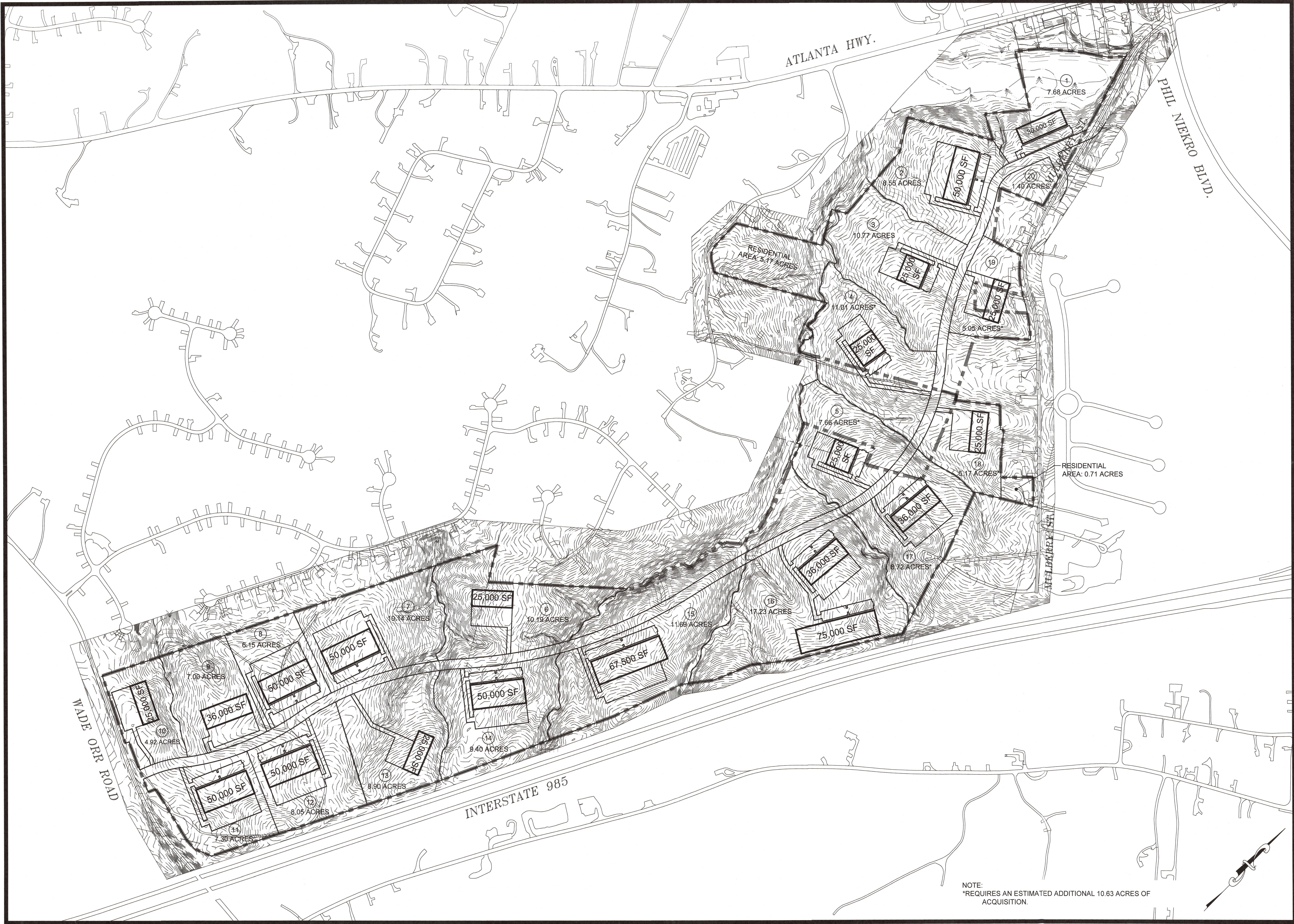
CHECKED SHEET

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: CITY OF GAINESVILLE
8th DISTRICT, CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

###

GRAPHIC SCALE
125' 0' 250' 500'

SHEET
1
OF
1

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

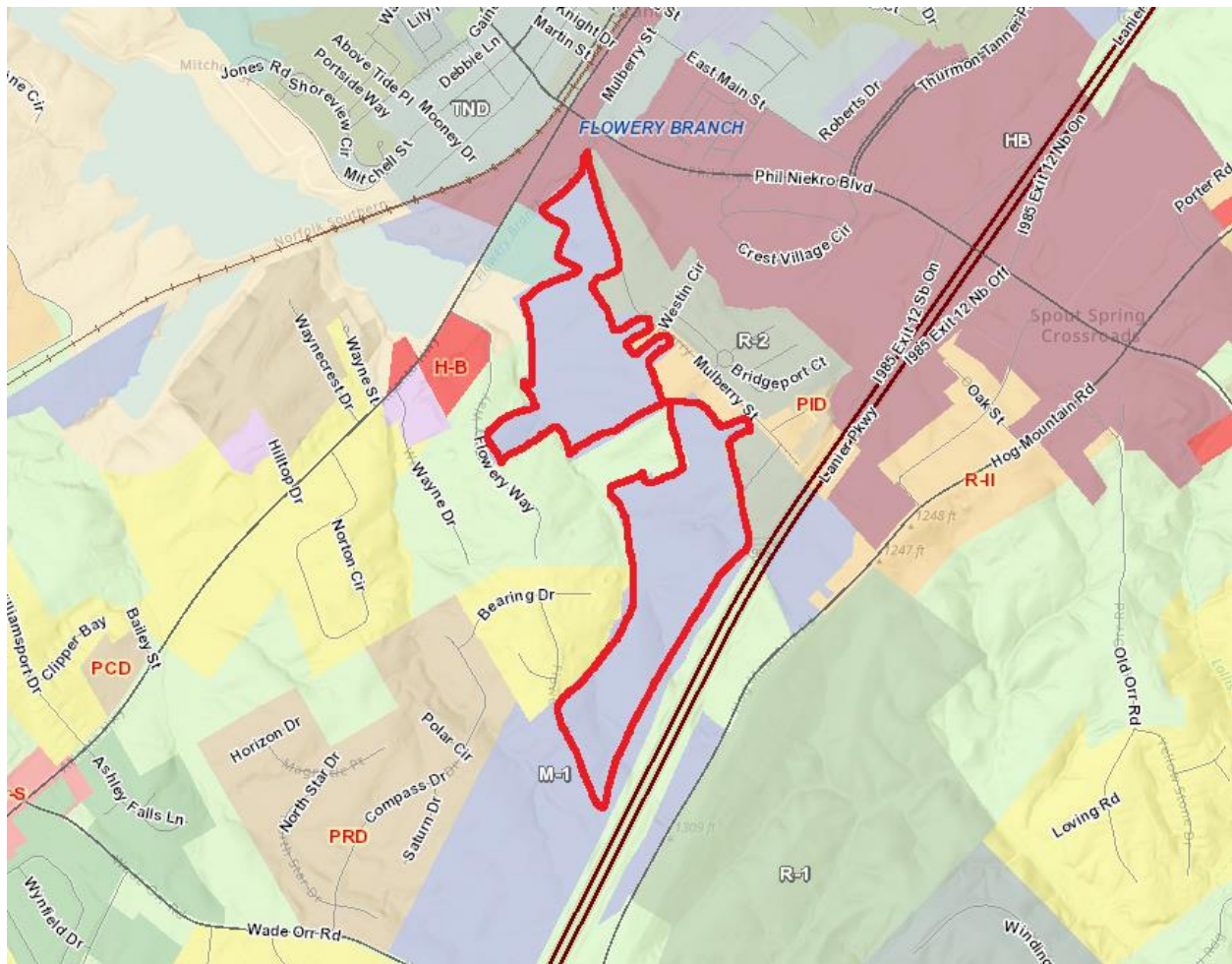


Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

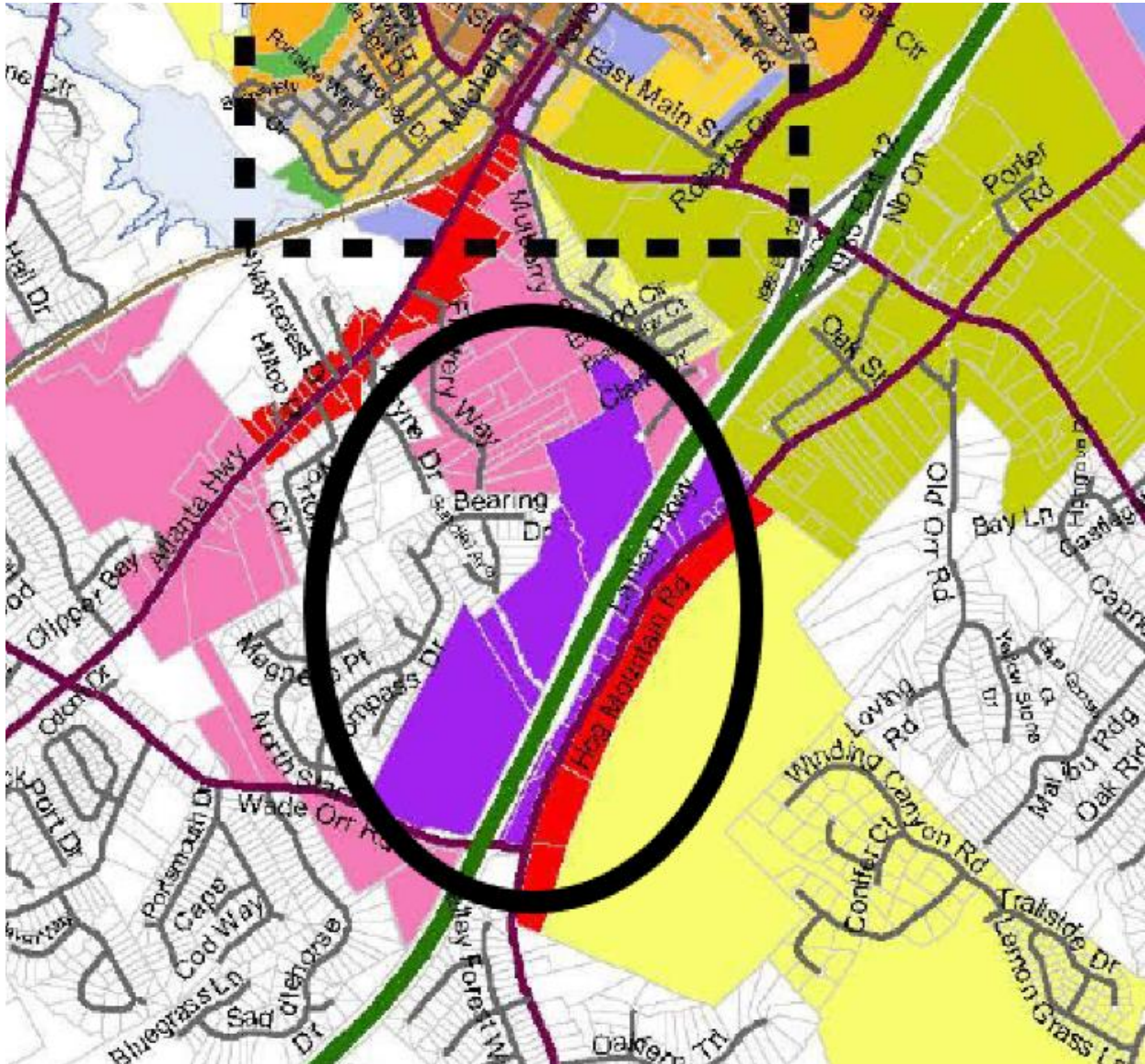
A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

Approximate location of all six parcels:

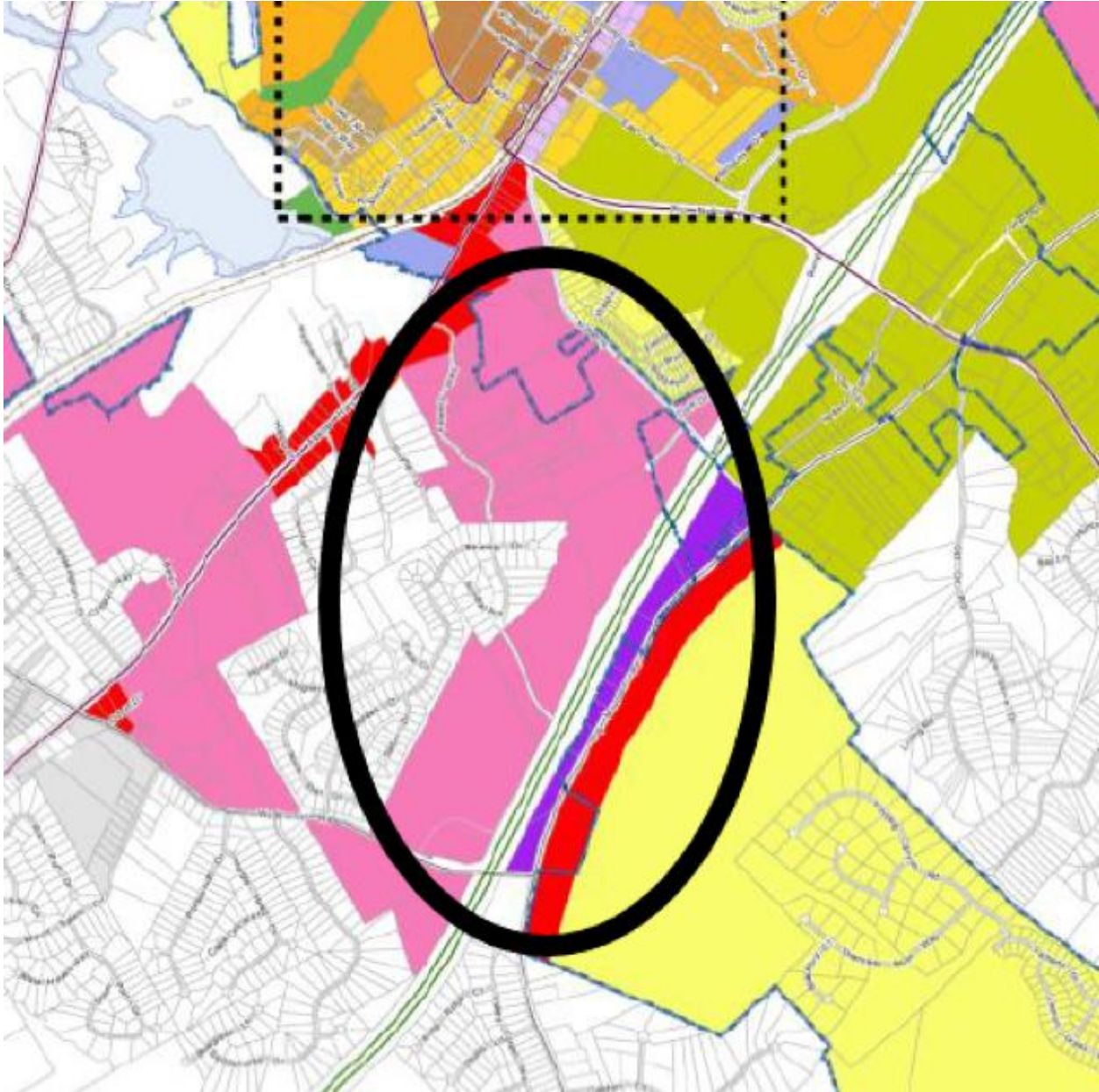




Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (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.

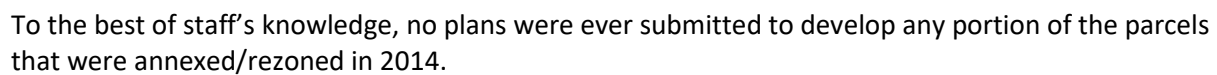
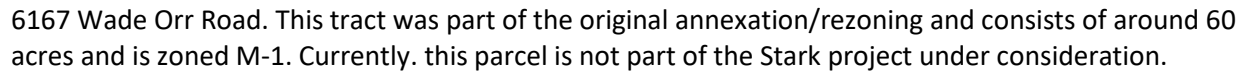


The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

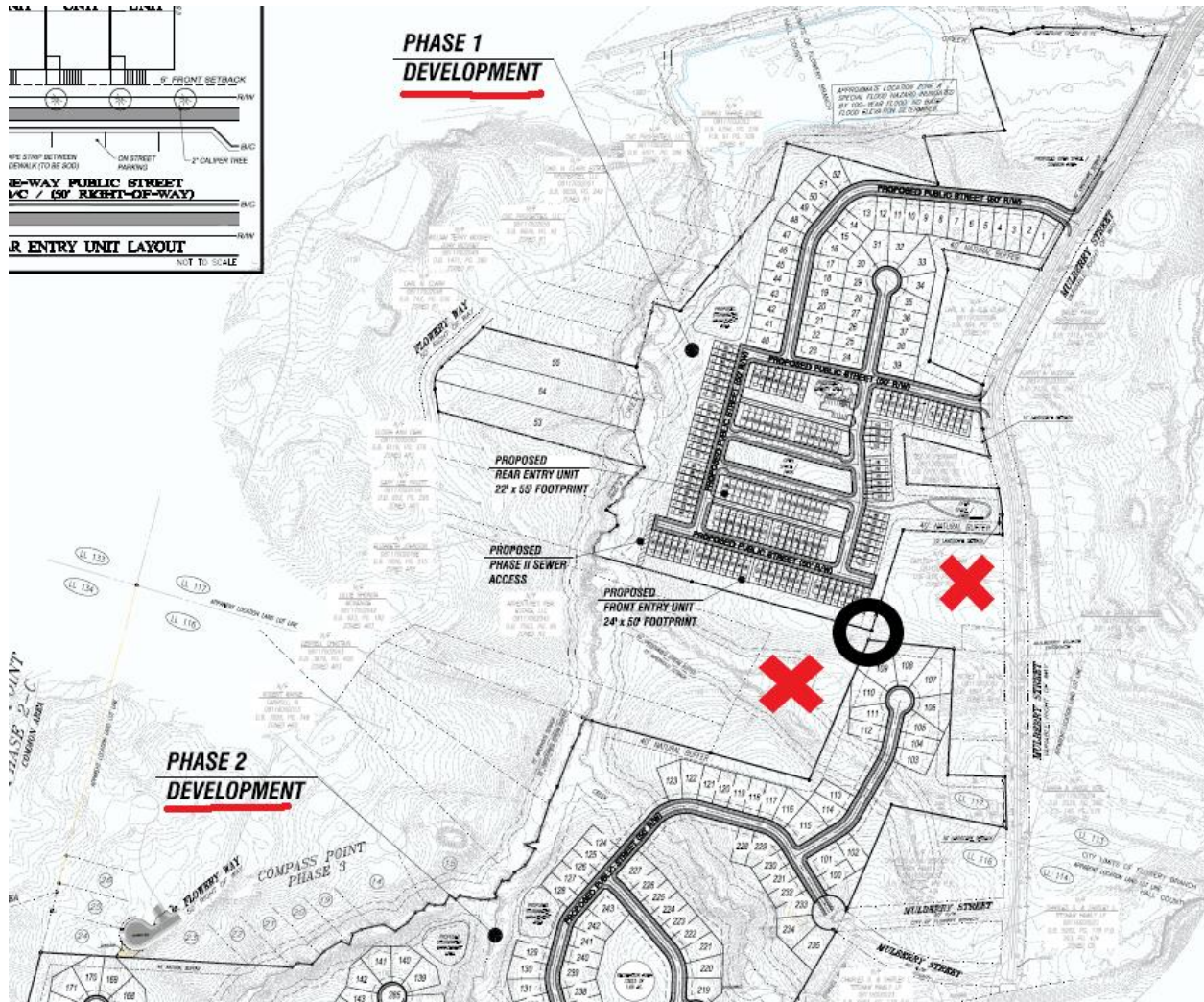
- (g) Existing use(s) and zoning of the subject property and nearby properties. *Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.*

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land (possibly one or both parcels marked with a red X) in order to connect the phases.



The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.



3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:







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

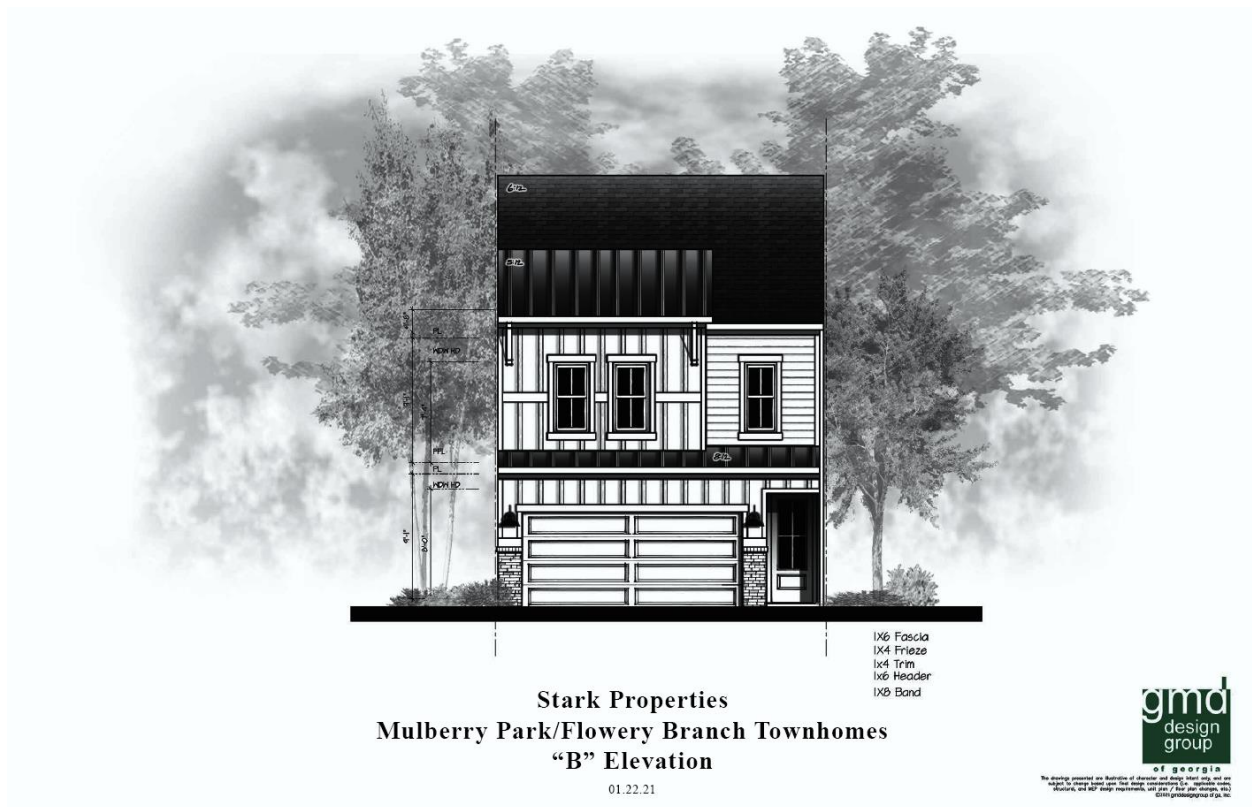
IX6 Fascia
 IX4 Frieze
 IX4 Trim
 IX6 Header
 IX8 Band

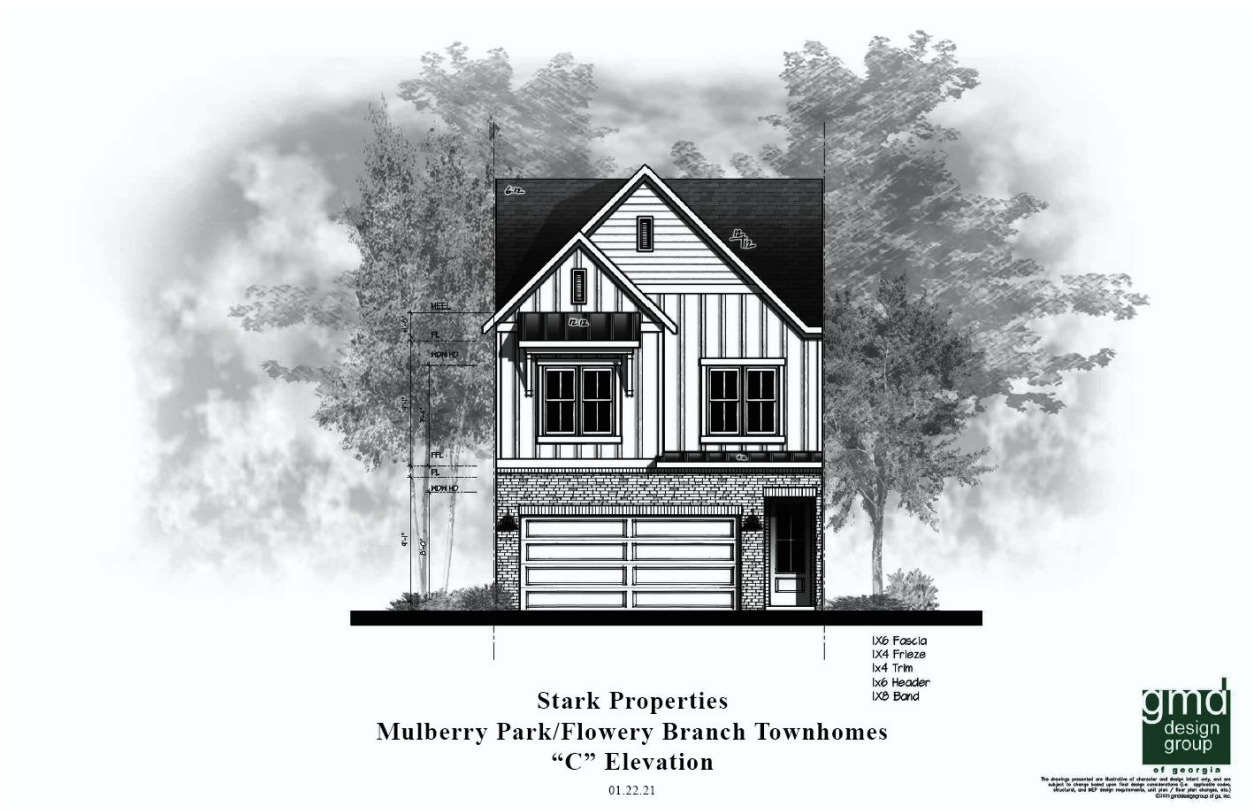
01.21.21



The drawings presented are illustrations of design and design intent only and are subject to change without notice. This drawing is not to be used for construction, site, material, finish, structure, and MEP design requirements, and shall not be used for any other purpose. ©2019 gmdgroup.com or gmd, inc.









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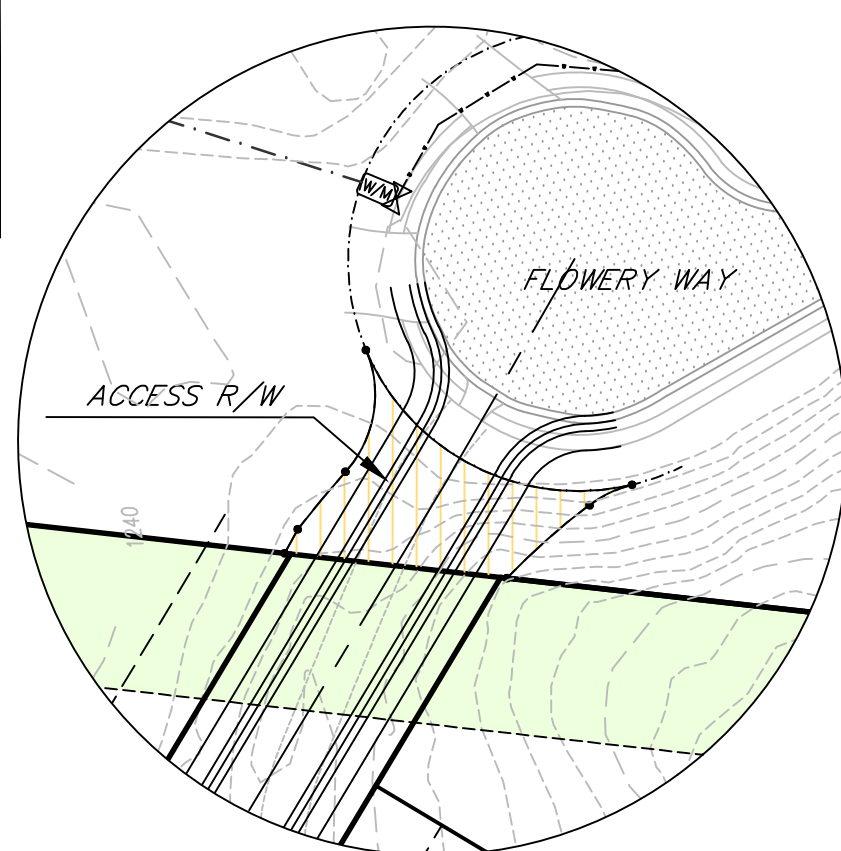
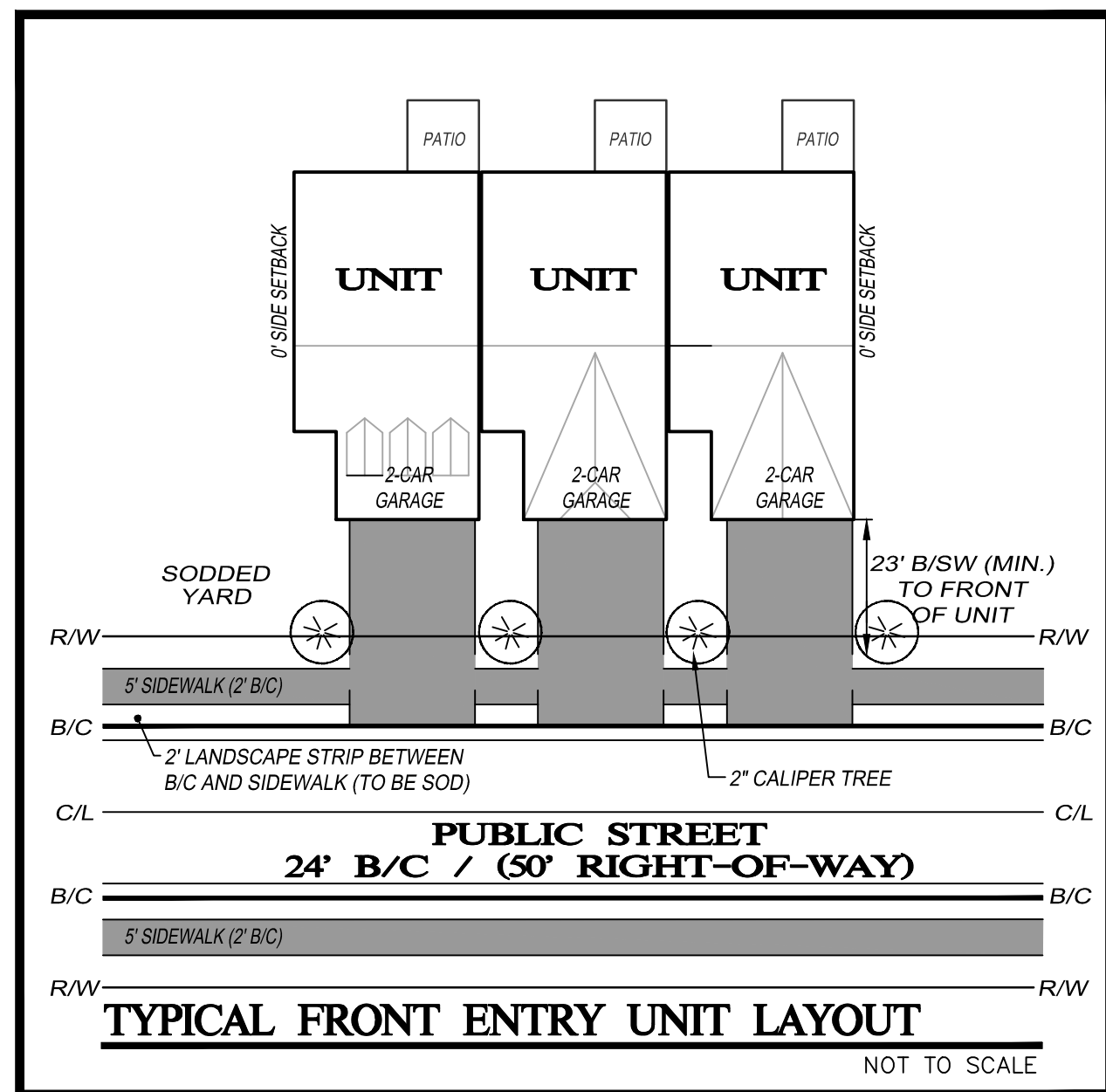
Bowen & Bowen
HOMEBUILDERS
www.bowehomes.com

the OAKLEY



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: 49
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 3.92 LOTS/ACRE
NET DENSITY: 4.19 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: 138 (LOT #'S 100-237)
GROSS/NET DENSITY: 1.97 LOTS/ACRE
OPEN SPACE/COMMON AREA PROVIDED = ±34 AC. (49%)
TOTAL LENGTH OF STREETS: ±6,775 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.
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- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.

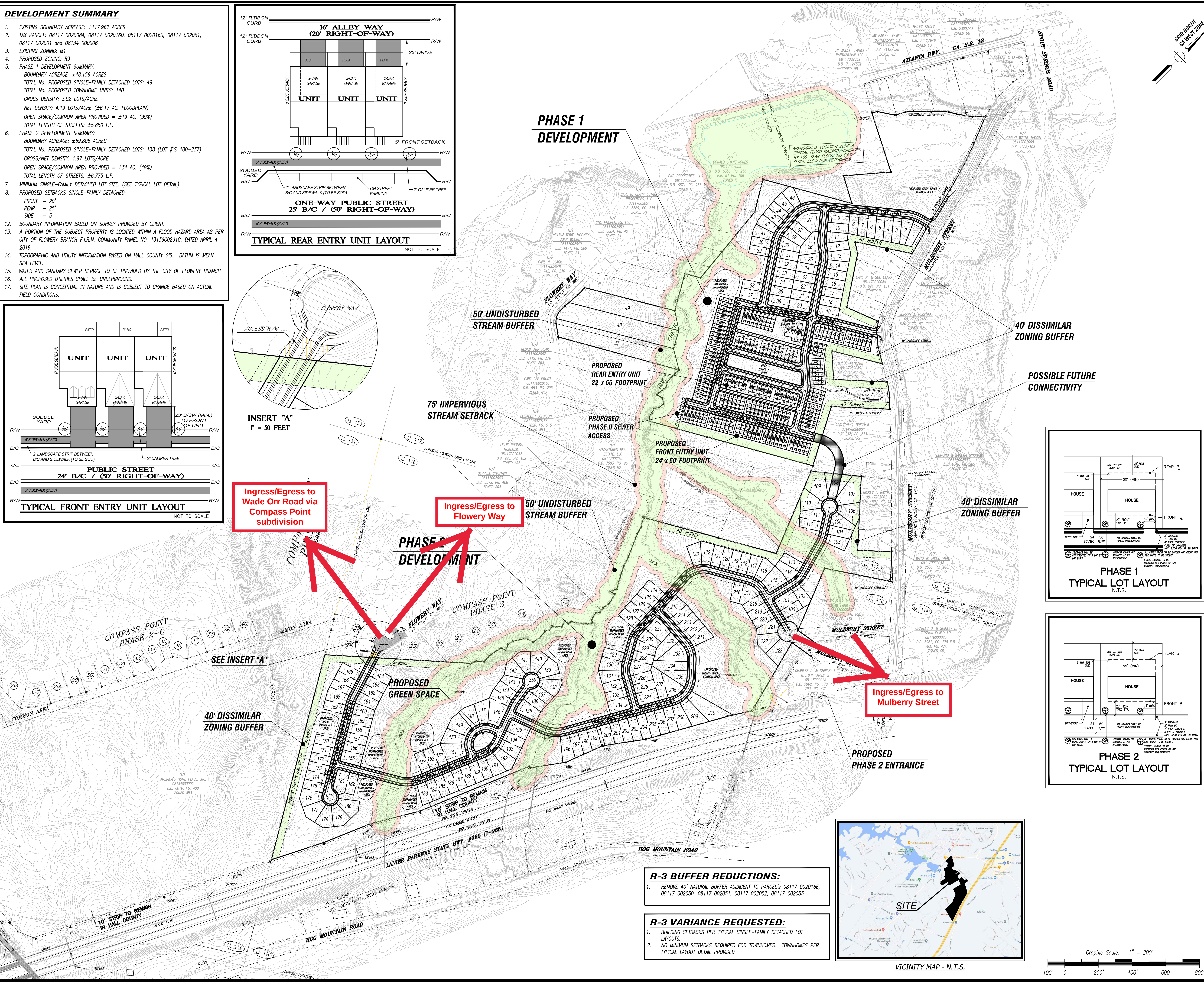


Ingress/Egress to
Wade Or Road via
Compass Point
subdivision

Ingress/Egress to
Flowery Way

Ingress/Egress to
Mulberry Street

PHASE 1 DEVELOPMENT



R-3 BUFFER REDUCTIONS:

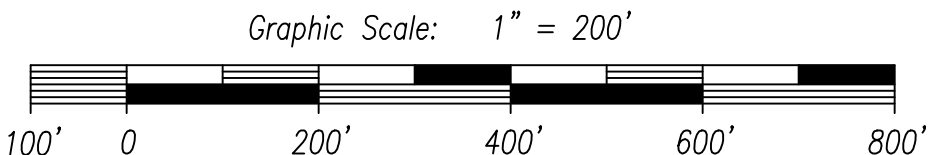
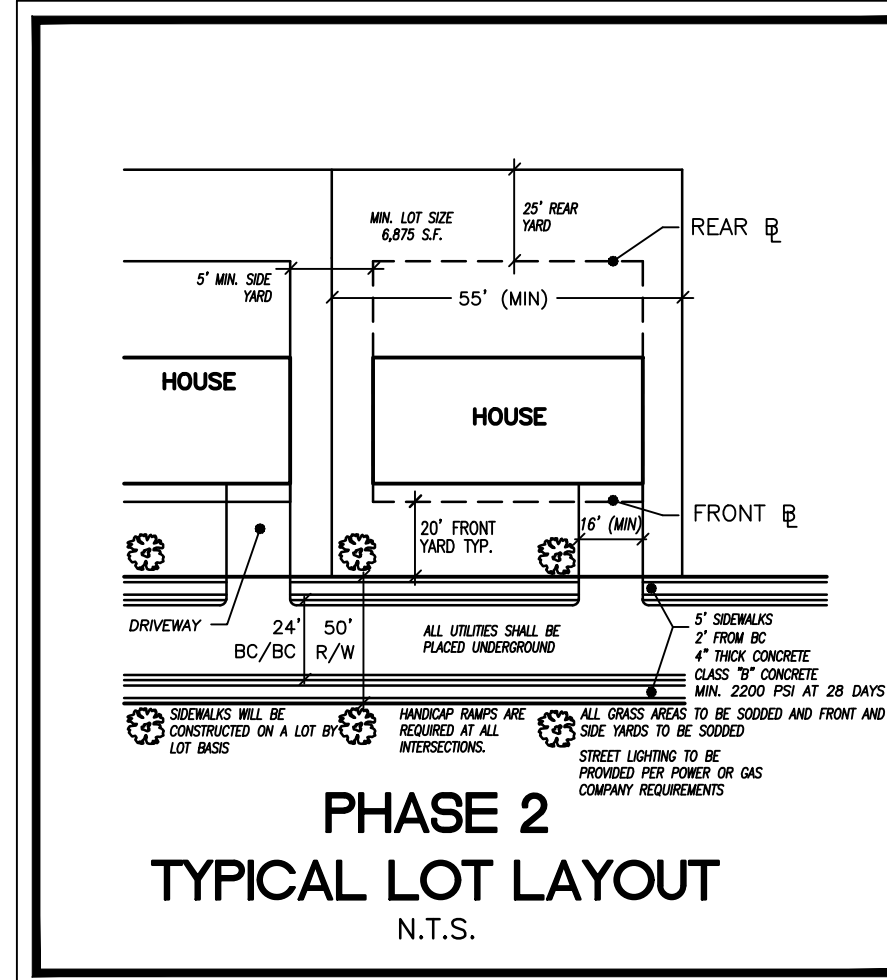
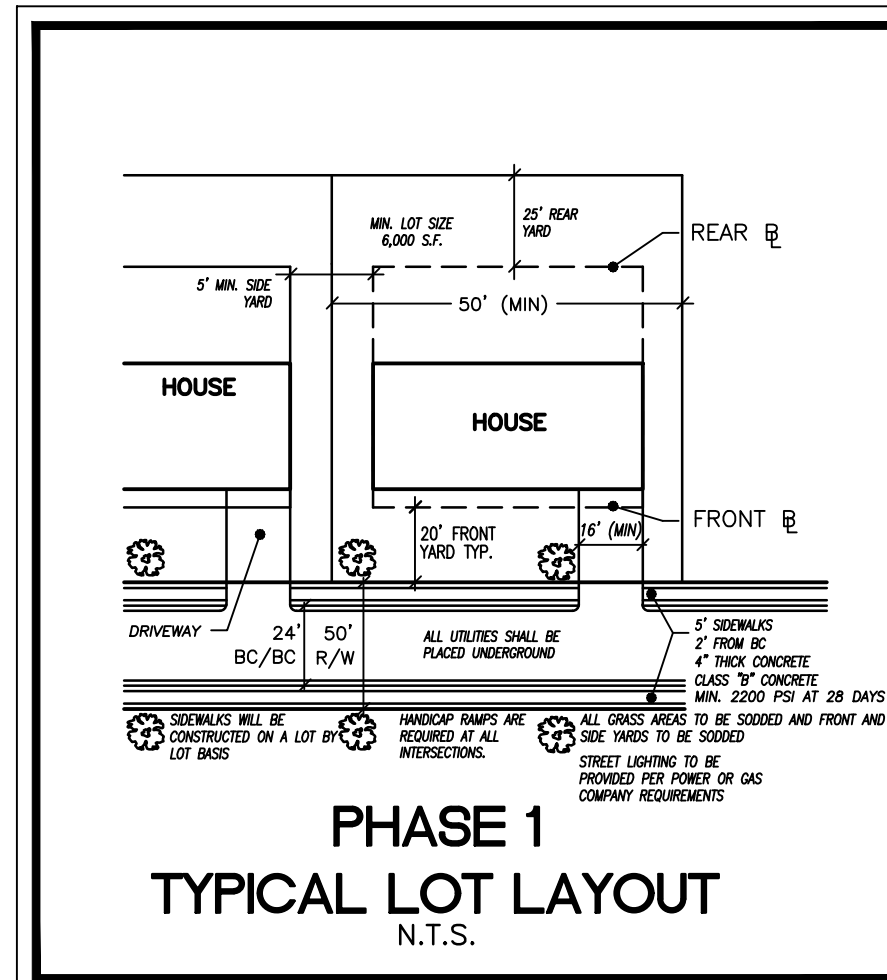
- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

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.



VICINITY MAP - N.T.S.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
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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	Address Conceptual Land Plan Comments	Revised Phase 2 Access as requested by Client
02/09/2021			
03/29/2021			
No.	1.	2.	3.
DESIGN	AS SHOWN		
KWB	SCALE		
DRAWN	1 of 1		
CHECKED	SHEET		
12/02/20	20-085		
DATE	PROJECT No.		

Traffic Impact Study

Proposed Mulberry Street Residential Subdivision
City of Flowery Branch, Georgia

May 7, 2021

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING



Traffic Impact Study

Proposed Mulberry Street Residential Subdivision City of Flowery Branch, Georgia

study prepared for:

Pine Grove Partners, LLC
3325 Mathieson Drive, NE
Atlanta, Georgia 30305

May 7, 2021



MARC R. ACAMPORA, PE, LLC

TRAFFIC ENGINEERING

858 Myrtle Street, NE
Atlanta, Georgia 30308

phone: (678) 637-1763
e-mail: acamporatraffic@comcast.net

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in the City of Flowery Branch, Georgia. The site is located along the southwest side of Mulberry Street, south of Phil Niekro Boulevard, as shown in the location map in Figure 1. The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road).

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed residential development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.



Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

Mulberry Street is a local two-lane residential street that begins near Interstate 985, passes the subject site, has a side street stop sign controlled intersection with Phil Niekro Boulevard, then parallels the east side of Atlanta Highway to Spring Street. Mulberry Street south of Phil Niekro Boulevard provides access to a residential subdivision, a few low-density single family homes, and undeveloped land. The terrain is gently rolling and the posted speed limit is 25 mph. In 2019 (the latest year that data was available) the Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 590 vehicles per day (vpd) on Mulberry Street midway between Phil Niekro Boulevard and its southern terminus. A 24-hour bi-directional traffic volume count was collected on Mulberry Street at the location of the Georgia DOT count station for this study on Wednesday, April 21, 2021 and recorded a northbound volume of 567 vehicles and a southbound volume of 569 vehicles for a two-way 24-hour volume of 1,136 vehicles.

Phil Niekro Boulevard is an urban minor arterial that begins at a signalized intersection at Atlanta Highway (west of which it is called Snelling Avenue) has an interchange with Interstate 985, then changes names to Spout Springs Road and continues to the southeast. The land along Phil Niekro Boulevard has a small retail node between Mulberry Street and Atlanta Highway, then includes undeveloped land or land being developed with residential subdivisions, with a small retail node at the I-985 interchange. The road has one through travel lane per direction with exclusive turn lanes at most intersections. The terrain is gently rolling and the posted speed limit is 35 mph, increasing to 45 mph east of Mulberry Street. In 2019 the Georgia DOT recorded an AADT volume of 8,220 vpd on Phil Niekro Boulevard west of Thurmon Tanner Parkway.

Atlanta Highway (Georgia State Route 13) is a north/south urban minor arterial that provides regional mobility through this area. The road has one through travel lane per direction with exclusive left turn lanes at its signalized intersection with Phil Niekro Boulevard / Snelling Avenue. There is an at-grade railroad crossing on Snelling Avenue immediately west of that intersection. The terrain is level to very gently rolling and the posted speed limit is 45 mph. In 2019 the Georgia DOT recorded an AADT volume of 9,060 vpd on Atlanta Highway south of Phil Niekro Boulevard. A 24-hour bi-directional traffic volume count was collected for this study on Wednesday, April 21, 2021 on Atlanta Highway at the location of the Georgia DOT count station and recorded a 24-hour volume of 8,946 vehicles.

Wade Orr Road is a two lane urban minor collector that begins at Atlanta Highway (west of which it is named Gaines Ferry Road), crosses Interstate 985 with no interchange, and terminates at Hog Mountain Road. The road provides access to residential subdivisions and undeveloped land. The road is winding with gently rolling terrain and the posted speed limit is 40 mph. In 2019 the Georgia DOT recorded an AADT volume of 4,610 vpd on Wade Orr Road west of Saddlehorse Drive. A 24-hour bi-directional traffic volume count was collected for this study on

Wednesday, April 21, 2021 on Wade Orr Road at the location of the Georgia DOT count station and recorded a 24-hour volume of 5,115 vehicles.

Flowery Way is a two lane local street that intersects with Atlanta Highway at a side street stop sign. The terrain is rolling and the posted speed limit is 30 mph. Compass Drive is a subdivision street that intersects with Wade Orr Road at a side street stop sign. The terrain is rolling and the posted speed limit is 25 mph.

Pedestrian, Bicycle, and Transit Accessibility

There is a sidewalk / path along the east side of Mulberry Street near the proposed subdivision access, for a short distance. However, most of Mulberry Street has no sidewalks. There is no sidewalk on Phil Niekro Boulevard near Mulberry Street, but there is sidewalk along the east side of Atlanta Highway north of Phil Niekro Boulevard and along the streets west of the railroad tracks, and there are crosswalks and pedestrian signals at the signalized intersection of Atlanta Highway at Phil Niekro Boulevard. There are no dedicated bicycle lanes near the proposed development. There is no regularly-scheduled mass transit service in the vicinity of the site.

Photographs 1 through 8 show the roadway conditions in the vicinity of the subject site.



Photograph 1 – Mulberry Street Facing North from Vicinity of Proposed Subdivision North Access



Photograph 2 – Mulberry Street Facing South from Vicinity of Proposed Subdivision North Access



Photograph 3 – Speed Bump on Mulberry Street



Photograph 4 – Phil Niekro Boulevard Facing West at Mulberry Street, then Atlanta Highway



Photograph 5 – Queues on Westbound Phil Niekro Boulevard from Atlanta Highway Passing Mulberry Street



Photograph 6 – Northbound Atlanta Highway at Phil Niekro Boulevard



Photograph 7 – View to North on Atlanta Highway from Flowery Way



Photograph 8 – View to East on Wade Orr Road at Compass Drive

Existing Traffic Volumes

Full turning movement traffic volume counts were collected for this study at the following intersections in the vicinity of the proposed development:

1. Phil Niekro Boulevard at Mulberry Street
2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue
3. Atlanta Highway at Flowery Way
4. Wade Orr Road at Compass Drive

The counts were collected on Wednesday, April 21, 2021, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were in session on the day on which the counts were recorded, but this included some schooling from home due to the COVID-19 pandemic, addressed below.

In addition to the intersection turning movement counts, 24-hour bi-directional counts were collected on Mulberry Street at the location of Georgia DOT Count Station 139-8173, on Atlanta Highway west of Phil Niekro Boulevard at Georgia DOT Count Station 139-0169, and on Wade Orr Road west of Saddlehorse Drive at Georgia DOT Count Station 039-7381.

In order to account for decreased volumes due to the pandemic, an adjustment factor was developed to be applied to the counted volumes. The 2019 (latest year of data) Georgia DOT AADT volumes at the three count stations listed above were extrapolated to 2021 using the average annual growth rate at each location. This produces the “expected” 2021 AADT, without the influence of the COVID-19 pandemic. These were then compared to the 24-hour counts collected at each location for this study. Table 1 summarizes the historic counts and the current counts, including the annual growth between each count and the percent difference between the “expected” 2021 AADT and the current counts collected for this study.

Table 1 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Mulberry St midway	Annual Growth	Atlanta Hwy W of Phil Niekro	Annual Growth	Phil Niekro N of Thurmon Tanner	Annual Growth	Wade Orr W of Saddlehorse	Annual Growth
Station ID	139-8173		139-0169		139-0445		139-7381	
2015	550		8,300		7,930		4,260	
2016	560	1.8%	8,540	2.9%	8,160	2.9%	4,360	2.3%
2017	570	1.8%	8,600	0.7%	8,220	0.7%	4,450	2.1%
2018	580	1.8%	8,530	-0.8%	8,160	-0.7%	4,520	1.6%
2019	590	1.7%	9,060	6.2%	8,220	0.7%	4,610	2.0%
<i>avg growth</i>		1.8%		2.2%		0.9%		2.0%
Expected 2021 AADT	611		10,221		8,341		4,795	
24-Hour 4/21/21	1,136		8,946				5,115	
<i>% Difference</i>	+85.9%		-12.5%				+6.7%	

The 24 hour volumes counted for this study were 85.9% higher than the “expected” 2021 AADT on Mulberry Street and 6.7% higher on Wade Orr Road, while they were 12.5% lower on Atlanta Highway. However, a closer review of the Georgia DOT data reveals that at the Mulberry Street and Wade Orr count stations, the Georgia DOT estimated ALL of the counts. It is unlikely that there has been almost 86% growth on Mulberry Street, and instead, more likely that Georgia DOT underestimated the counts. The counted volume on Mulberry Street for this study is consistent with the number of homes served by that street. At the Atlanta Highway count station, the 2016, 2017, and 2018 counts were also estimated but the 2015 and 2019 counts were actual. Therefore, the annual average growth from 2015 to 2019 at that count station, of 2.2%, is growth based on actual data and the -12.5% from the “expected” 2021 AADT to the counted data is considered the most reliable measure of actual conditions.

Based on the above discussion, all counted volumes for this study were increased by 10% to account for the effects of the pandemic. The full 12.5% difference was not applied because the pandemic is likely to have long-term effects on travel patterns and traffic volumes due to changes in behavior, such as increased working from home, so that the current counts may be as representative of “normal” conditions as would result from calibration back to 2019 conditions.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes were adjusted by the 10% pandemic adjustment discussed above to produce the adjusted existing weekday a.m. and p.m. peak hour traffic volumes at each intersection, as shown in Figure 2. The raw count data is found in Appendix A.

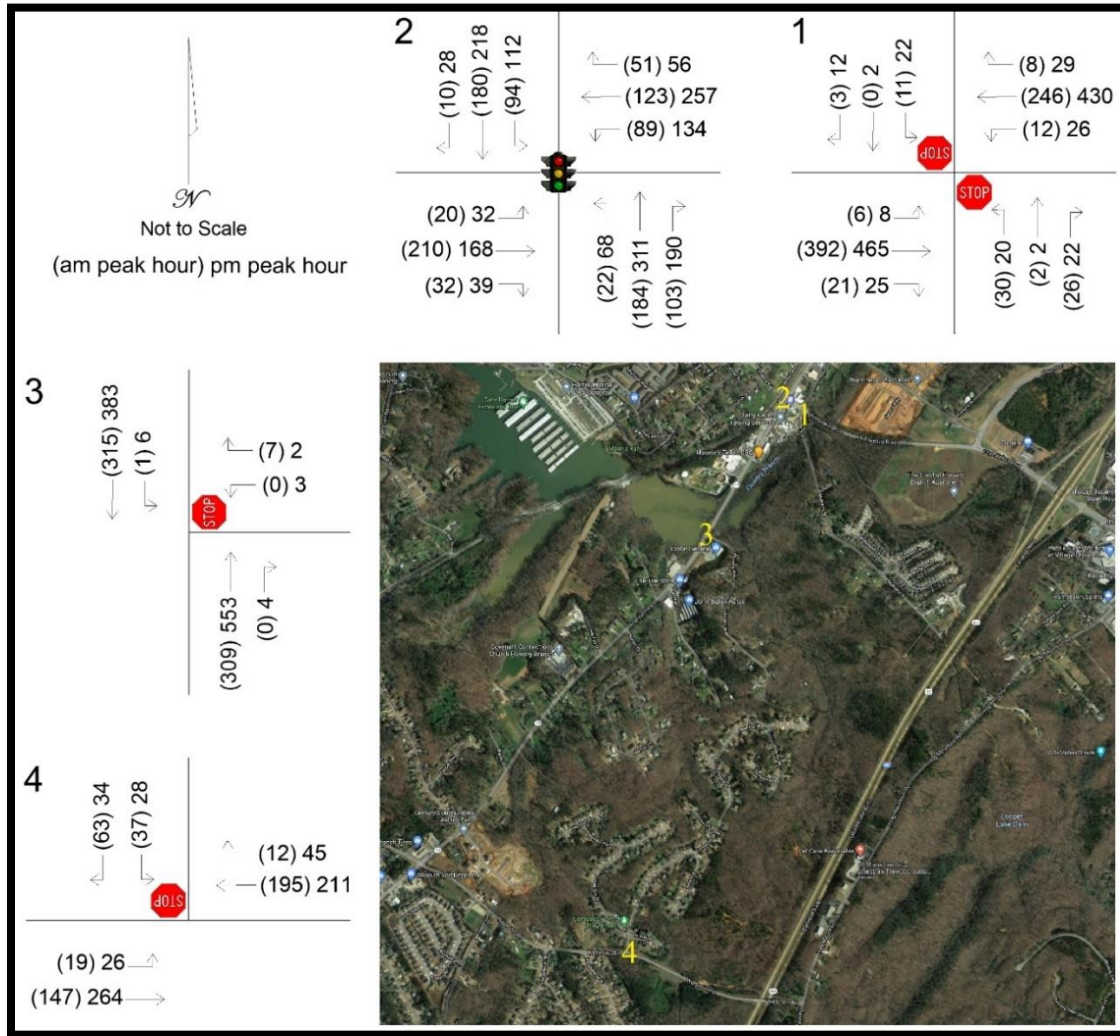


Figure 2 – Adjusted Existing Weekday A.M. and P.M. Peak Hour Traffic Volumes

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual (HCM 6)*. This methodology is presented in Appendix B. The results of the analysis are shown in Table 2. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 2 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Boulevard at Mulberry Street	A	2.1	A	2.0
northbound approach	C	15.3	C	19.3
southbound left/through	C	17.5	D	27.2
southbound right	A	9.8	B	11.2
eastbound left turn	A	7.8	A	8.3
westbound left turn	A	8.2	A	8.5
2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue	C	24.7	C	31.2
northbound approach	B	15.2	C	20.6
southbound approach	B	11.6	B	14.9
eastbound approach	D	42.7	D	48.5
westbound approach	C	33.0	D	46.3
3. Atlanta Highway at Flowery Way	A	0.1	A	0.2
southbound left turn	A	8.0	A	8.7
westbound approach	B	10.2	C	16.4
4. Wade Orr Road at Compass Drive	A	3.1	A	1.6
southbound approach	B	11.5	B	12.1
eastbound left turn	A	7.8	A	7.9

The existing analysis reveals acceptable traffic operations at all study intersections. Therefore, no mitigation is identified for the existing condition based on capacity or delays. However, three observed field conditions are noted here.

First, due to the proximity of Atlanta Highway to Mulberry Street, queueing on westbound Phil Niekro Boulevard was observed to extend from the signal at Atlanta Highway past Mulberry Street. It is recommended that a “Do Not Block the Box” be implemented at the Phil Niekro / Mulberry intersection. This would include striping out a box on the pavement which vehicles should not block while queued waiting for the signal, and accompanying signage.

Second, westbound Phil Niekro Boulevard begins to widen east of Mulberry Street to transition from one westbound lane to two westbound lanes at Atlanta Highway. Currently, westbound left turners into Mulberry Street can “hug” the centerline and allow westbound through traffic to get around them, but that does not always necessarily happen and westbound through vehicles can either opt to drive onto the unpaved shoulder or wait behind the left turn vehicle. The westbound left turn volume, while moderate, is sufficient to justify creating a separate westbound left turn lane and it is recommended that this lane be added.

Third, there is a speed bump on Mulberry Street, signed as a speed hump. Speed bumps are smaller, more abrupt speed control devices, typically used in parking lots. These are generally not preferred on public roadways because 1) they tend to be so jarring that, if not seen, could damage a vehicle and/or cause it to lose control and 2) are typically not preferred by emergency services. It is recommended that the bump be replaced by a speed hump.

The three improvements recommended above are system improvements, that should be made independent of the proposed subdivision, whether or not the proposed subdivision is developed.

Future No-Build Traffic Conditions

Two future no-build conditions were developed, five years and ten years into the future. These represent the traffic conditions that would exist in the future at the completion of Phase I of the subdivision and at full build-out of the subdivision, but not including the proposed subdivision's trips. The purpose of the analysis of the no-build conditions is to isolate the traffic impacts of the proposed development from background growth in volumes that are expected to occur in the area while the subdivision is under construction.

Table 1, presented previously, shows the Georgia DOT AADT volume counts and the annual growth rates between the counts on nearby roadways for the five years from 2015 to 2019 (the latest year for which counts are available). These counts were used to identify historic growth trends in volumes in the area. Based on a consideration of all the data, an annual growth factor of 2.0% per year was applied to the existing volumes when projecting the future no-build volumes. The growth factor was applied for five years, for a total of 10.4% growth, and ten years, for a total of 21.9% growth, that will occur while Phase I, and then full build-out, of the proposed subdivision is under construction.

Programmed Transportation Infrastructure Improvements

The Gainesville-Hall Metropolitan Planning Organization 2020 Regional Transportation Plan and the Georgia DOT Projects website were researched for planned (anticipated) or programmed (funded and scheduled) transportation improvement projects at the study intersections, the adjacent roadways, or which will affect traffic volumes and patterns at the study intersections within the buildout timeframe of the proposed subdivision. The following projects were identified:

GH-033 – GA 13 / Atlanta Highway widening from two to four lanes from Radford Road to south of GA 53. Long-term improvement anticipated after 2050.

GH-084 – McEver Road widening from two to four lanes from Lanier Islands Parkway to Gainesville Street. Mid-term improvement anticipated to be completed by 2034.

GH-129 – Capacity improvements to Thurmon Tanner Parkway at Interstate 985. Mid-term improvement anticipated to be completed by 2031.

These three projects are likely to improve capacity but are not located at any of the intersections evaluated in this study. It is possible that improvements to capacity in the area could influence volumes at the study intersections. Because these improvements are mid-to-long-term and not located at the study intersections, they were not modeled in the no-build or future analysis. The project information sheets can be found in Appendix F.

No-Build Intersection Operations

The no-build volumes were entered into the Synchro model and the 2026 and 2031 no-build traffic operations were analyzed at the study intersections using Synchro 10 software in accordance with the HCM 6 methodology. The results of the no-build analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach	A.M. Peak Hour				P.M. Peak Hour			
	Phase I		Full Build-Out		Phase I		Full Build-Out	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Blvd at Mulberry St	A	2.2	A	2.5	A	2.3	A	2.9
northbound approach	C	16.8	C	19.2	C	22.6	D	27.9
southbound left/through	C	19.4	C	22.2	D	33.4	E	43.7
southbound right	A	10.0	B	10.2	B	11.6	B	12.1
eastbound left turn	A	7.9	A	8.0	A	8.5	A	8.7
westbound left turn	A	8.3	A	8.5	A	8.7	A	8.9
2. Atlanta Hwy at Phil Niekro Blvd / Snelling Ave	C	25.6	C	27.9	C	34.6	D	38.2
northbound approach	B	17.4	C	20.4	C	25.2	C	34.0
southbound approach	B	13.1	B	14.9	B	17.3	C	20.8
eastbound approach	D	42.4	D	46.4	D	50.4	D	50.6
westbound approach	C	32.4	C	32.7	D	49.8	D	49.4
3. Atlanta Hwy at Flowery Way	A	0.1	A	0.1	A	0.3	A	0.3
southbound left turn	A	8.1	A	8.2	A	8.9	A	9.2
westbound approach	B	10.5	B	10.8	C	18.7	C	20.0
4. Wade Orr Rd at Compass Dr	A	3.2	A	3.4	A	1.6	A	1.7
southbound approach	B	12.0	B	12.8	B	12.7	B	13.6
eastbound left turn	A	7.8	A	7.9	A	8.0	A	8.1

In the future no-build condition, the study intersections will continue to generally operate acceptably. Only one location will drop to LOS E in the ten year / full build-out no-build condition – the southbound left/through from Mulberry Street at Phil Niekro Boulevard. Higher delays on side street stop sign controlled approaches at busy thoroughfares such as Phil Niekro Boulevard are not unusual. Mitigation would require a change in control to a signal or a roundabout. Given that the high delay is for just one approach, during one time period, ten years into the future, a change in control is not recommended at this time and the side street volumes do not appear to be sufficient to warrant signalization. Therefore, there is no recommended mitigation for the no-build condition.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road). The site plan is presented in Figure 3.

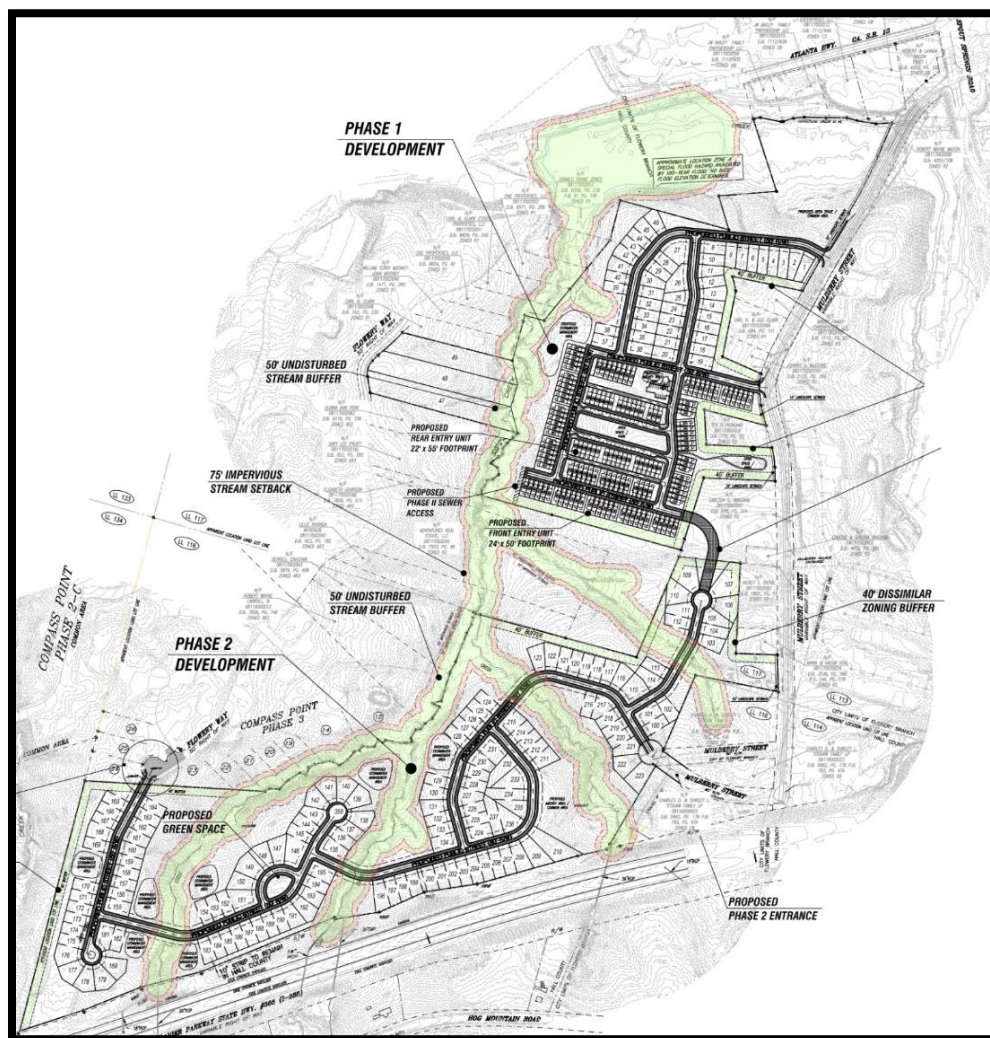


Figure 3 – Site Plan

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the proposed subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition with Supplement* (the current edition). ITE Land Use 210 – Single-Family Detached Housing was chosen for the single-family homes and ITE Land Use 220 – Multifamily Housing (Low-Rise) was chosen as representative of the townhomes. The trip generation for the project is presented in Table 4. Also presented in Table 4, for comparison purposes, is the trip generation if the site were to be alternatively developed with an industrial park according to a previous plan for the site.

Table 4 – Mulberry Street Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Phase I											
Single Family	210	49 units	10	30	40	32	19	51	270	270	540
Townhomes	220	<u>140 units</u>	<u>15</u>	<u>51</u>	<u>66</u>	<u>50</u>	<u>30</u>	<u>80</u>	<u>509</u>	<u>509</u>	<u>1,018</u>
Total		189 units	25	81	106	82	49	131	779	779	1,558
Phase II											
Single Family	210	138 units	26	77	103	87	51	138	699	699	1,398
Total Trips Phase I + Phase II											
Residential		327 units	51	158	209	169	100	269	1,478	1,478	2,956
Alternative Potential Industrial Park Development											
Industrial Park	130	780,500 ft²	253	59	312	65	247	312	1,367	1,367	2,734
Difference to Proposed Subdivision			+202	-99	+103	-104	+147	+43	-111	-111	-222

Phase I of the proposed subdivision will generate 106 new trips in the a.m. peak hour, 131 new trips in the p.m. peak hour, and 1,558 new daily trips. At full build-out of both phases, the proposed subdivision will generate 209 new trips in the a.m. peak hour, 269 new trips in the p.m. peak hour, and 2,956 new daily trips.

If developed alternatively with an industrial park, the industrial park would generate 312 new trips in the a.m. peak hour (103 more trips than the proposed subdivision), 312 new trips in the p.m. peak hour (43 more trips than the proposed subdivision), and 2,734 new daily trips (222 less trips than the proposed subdivision). It is noted that industrial parks typically generate notable truck trips, whereas residential development do not. While truck volumes will vary significantly depending on the actual industrial use, the ITE trip Generation Manual suggests that some industrial uses generate 20% or more of their trips as trucks. These trucks would be

introduced to the currently-primarily-residential Mulberry Street and most would be making a left turn into Mulberry Street from Phil Niekro Boulevard and the tight right turn (for trucks) from Mulberry Street to Phil Niekro Boulevard, potentially encroaching into the opposing westbound lane on Phil Niekro Boulevard.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the residential development were developed based on the locations and proximity of likely trip origins and destinations, such as employment centers, retail and offices, and schools in the area, and the routes of travel to those origins and destinations, including Interstate 985, Atlanta Highway, and Peachtree Industrial Boulevard / McEver Road. The new project trips, shown in Table 4, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by Phase I of the subdivision are shown in Figure 4 while Figure 5 shows the total trips for the full project build-out, which includes both Phase I and Phase II.

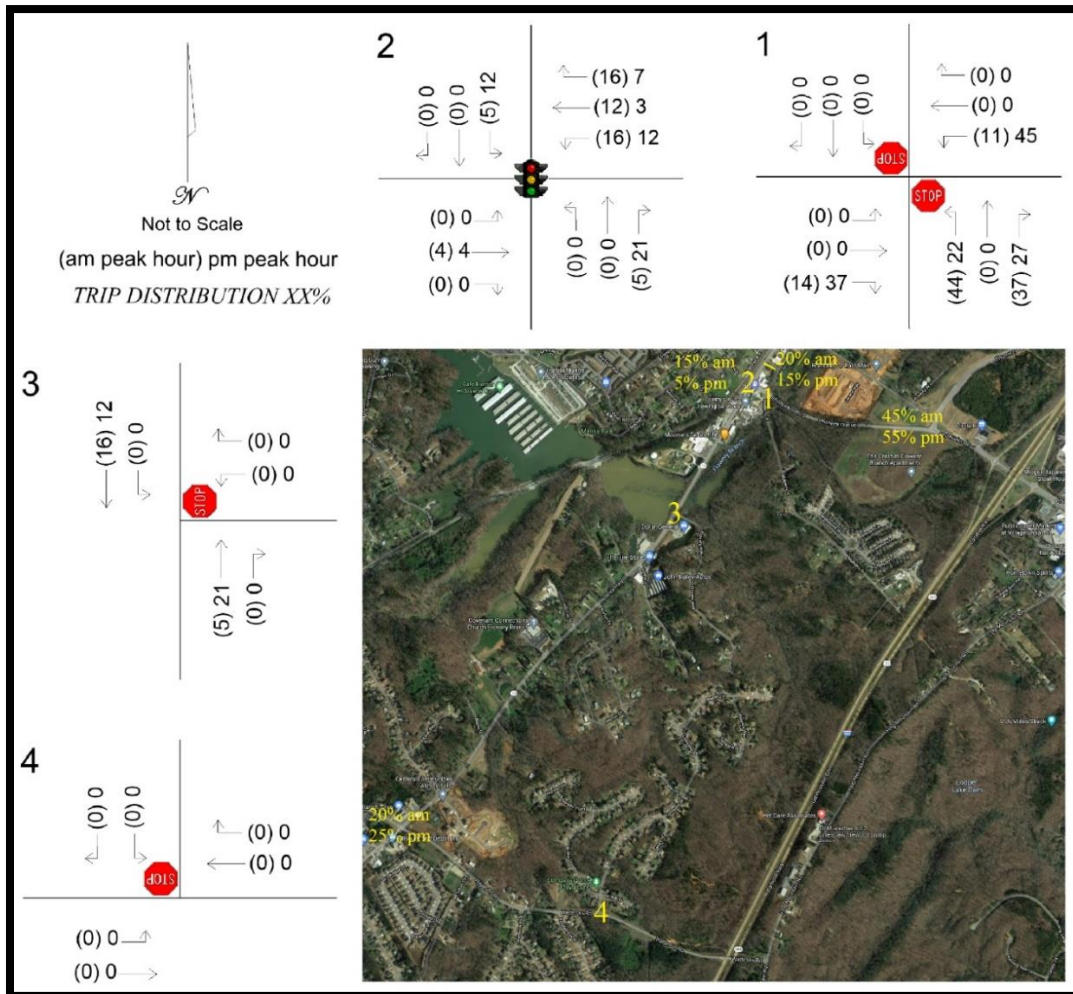


Figure 4 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages – Phase I

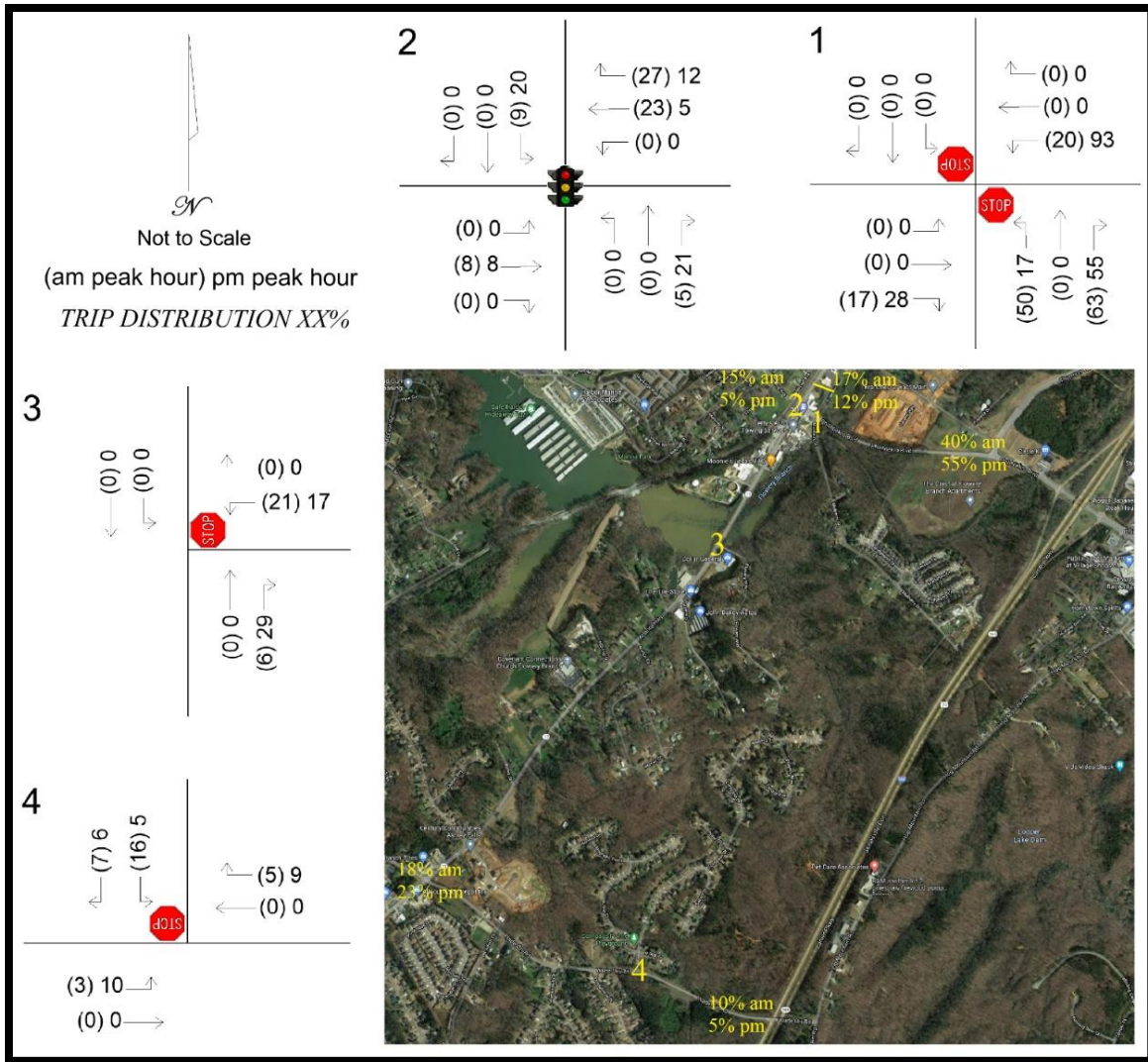


Figure 5 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages – Full Build-Out

Future Traffic Conditions

The future build volumes consist of the no-build volumes plus the trips that will be generated by the proposed Mulberry Street subdivision. The Phase I volumes include the five year no-build volumes plus the Phase I development trips, as shown in Figure 6. The full build-out volumes include the ten year no-build volumes plus the trips from the full build-out of both Phase I and Phase II of the subdivision, as shown in Figure 7.

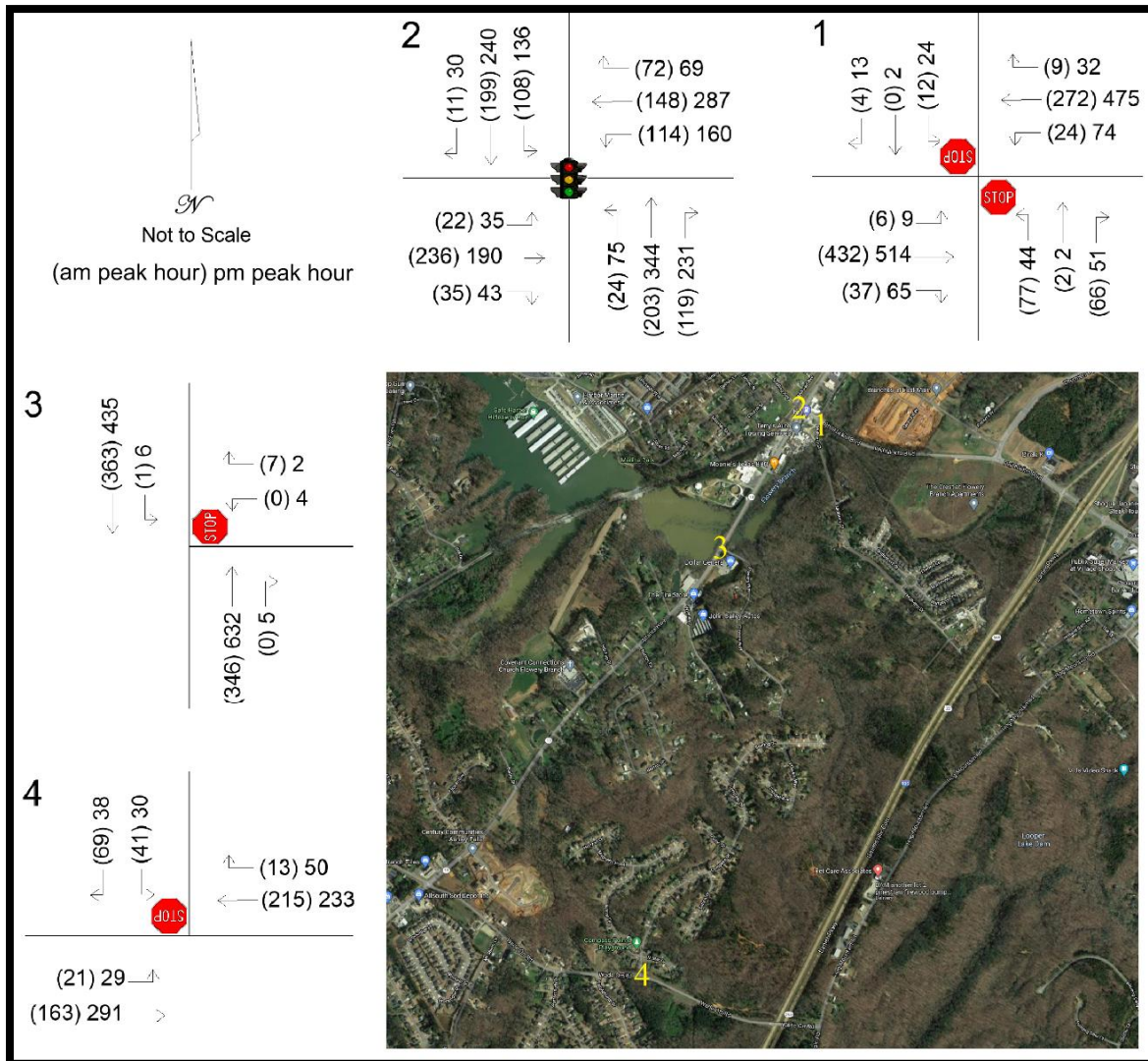


Figure 6 – Future Weekday A.M. and P.M. Peak Hour Volumes – Phase I

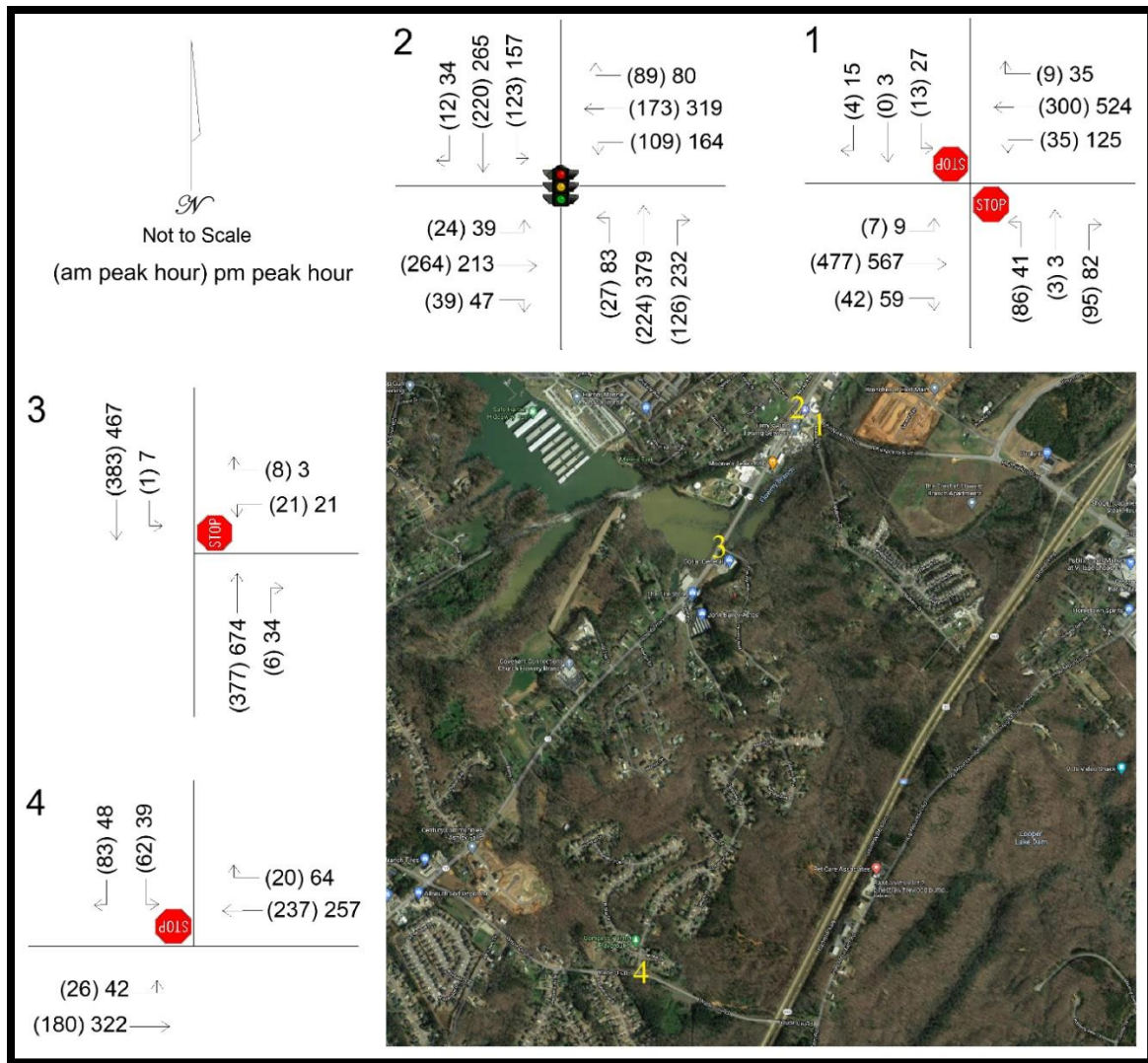


Figure 7 – Future Weekday A.M. and P.M. Peak Hour Volumes – Full Build-Out

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out, at the study intersections. Table 5 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for the overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 5 – Future Intersection Operations, Phase I and Full Build-Out

Intersection / Approach	A.M. Peak Hour				P.M. Peak Hour			
	Phase I		Full Build-Out		Phase I		Full Build-Out	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Phil Niekro Blvd at Mulberry St	A	4.5	A	6.4	A	4.3	A	7.6
northbound approach	C	22.3	D	30.6	D	32.0	E	49.4
southbound left/through	C	22.2	D	28.7	E	45.4	F	94.0
southbound right	A	10.0	B	10.2	B	11.5	B	12.0
eastbound left turn	A	7.9	A	8.0	A	8.5	A	8.6
westbound left turn	A	8.4	A	8.6	A	9.0	A	9.4
2. Atlanta Hwy at Phil Niekro Blvd / Snelling Ave	C	26.4	C	28.0	D	35.2	D	39.5
northbound approach	B	18.1	C	20.7	C	27.5	D	36.3
southbound approach	B	13.4	B	14.9	B	17.8	C	22.4
eastbound approach	D	43.8	D	45.2	D	50.8	D	49.9
westbound approach	C	32.9	C	33.5	D	48.6	D	50.5
3. Atlanta Hwy at Flowery Way	A	0.1	A	0.6	A	0.3	A	0.7
southbound left turn	A	8.1	A	8.2	A	9.0	A	9.3
westbound approach	B	10.5	B	15.3	C	19.4	D	25.7
4. Wade Orr Rd at Compass Dr	A	3.2	A	3.8	A	1.6	A	2.0
southbound approach	B	12.0	B	13.5	B	12.7	B	14.3
eastbound left turn	A	7.8	A	7.9	A	8.0	A	8.1

The future analysis reveals continued generally acceptable traffic operations at all study intersections. However, in the Phase I p.m. peak hour, the southbound left/through from Mulberry Street will operate at LOS E and both this movement and the northbound approach will operate unacceptably by full build-out of the proposed subdivision. As identified in the no-build analysis, high stop sign controlled side street approach delays are not unusual at busy thoroughfares such as Phil Niekro Boulevard and mitigating these delays would require a change in control to a signal or roundabout. A signal warrant study could be performed to determine if signalization of this intersection is justified. However, as with the no-build condition, the future volume projections on these side street approaches do not appear sufficient to satisfy the volume-based signal warrants. On the northbound approach, the addition of an exclusive right turn lane (so that the existing lane becomes a shared left/through) would prevent right turns from being blocked by the more challenging left turns. This lane would not completely mitigate the unacceptable delays on the northbound approach, but it would improve the heavy right turn delays to LOS B and, therefore, this right turn lane is recommended by the full build-out of the Mulberry Street subdivision.

The project civil engineer should comply with all applicable design standards at the proposed accesses on Mulberry Street, including those for sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Conclusions and Recommendations

This study assesses the traffic impact of a proposed residential subdivision in the City of Flowery Branch. The proposed subdivision will be developed in two phases. Phase I will consist of 49 single family homes and 140 attached townhomes. Vehicular access will be provided at two locations along the west side of Mulberry Street. Phase II will consist of 138 single family homes. Phase II will be connected to Phase I, with additional vehicular accesses provided at the south end of Mulberry Street, and through the adjacent Compass Pointe subdivision, with connections to Flowery Way (which connects to Atlanta Road) and Compass Drive (which connects to Wade Orr Road). The following are the findings and recommendations of this study:

1. Existing operations at the intersections evaluated are acceptable. No mitigation is identified for the existing condition based on delays. However, three recommendations are made:

- a. Stripe a "Do Not Block the Box" on Phil Niekro Boulevard at Mulberry Street.
- b. Add a westbound left turn lane on Phil Niekro Boulevard at Mulberry Street.
- c. Change the speed bump on Mulberry Street to a speed hump.

The three improvements recommended above are system improvements, that should be made independent of the proposed subdivision, whether or not the proposed subdivision is developed.

2. Traffic volume growth in this area has been moderate and this is expected to continue into the future, including new developments occurring in the area on Phil Niekro Boulevard.
3. No-build operations at the intersections evaluated will continue to be acceptable, with just the southbound left/through turn from Mulberry Street at Phil Niekro Boulevard dropping to LOS E in the full build-out p.m. Potential mitigation includes signalization or a roundabout at this intersection, but no mitigation was recommended for the no-build condition.
4. Phase I of the proposed subdivision will generate 106 new trips in the a.m. peak hour, 131 new trips in the p.m. peak hour, and 1,558 new daily trips. At full build-out of both phases, the proposed subdivision will generate 209 new trips in the a.m. peak hour, 269 new trips in the p.m. peak hour, and 2,956 new daily trips.
5. If developed alternatively with an industrial park, as previously proposed, the industrial park would generate 312 new trips in the a.m. peak hour (103 more trips than the proposed subdivision), 312 new trips in the p.m. peak hour (43 more trips than the proposed subdivision), and 2,734 new daily trips (222 less trips than the proposed subdivision). Many of these trips will likely be truck trips added to Mulberry Street and primarily turning left into and right out-from Mulberry Street at Phil Niekro Boulevard.
6. With the addition of the project trips, the future operations will see minor increases in delays, but continued acceptable operations for most intersections/approach/movements. However, the side street approaches, on both northbound and southbound Mulberry Street at Phil Niekro Boulevard, will incur

unacceptable delays. As with the no-build analysis, the side street volumes do not appear sufficient to warrant signalization. However, the addition of a northbound exclusive right turn lane is recommended on Mulberry Street by full build-out of the proposed subdivision.

7. Each project access on Mulberry Street should include one entering and one exiting lane and the exiting approaches should be controlled by side street stop sign and accompanying stop bar.
8. The project civil engineer should comply with applicable access design standards at the accesses on Mulberry Street including sight distances, turn radii, roadway widths, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 1. Phil Niekro Boulevard at Mulberry Street

Weekday A.M. Peak Hour	Northbound Mulberry Street				Southbound Mulberry Street				Eastbound Phil Niekro Boulevard				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	27	2	24	53	10	0	3	13	5	356	19	380	11	224	7	242
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	30	2	26	58	11	0	3	14	6	392	21	418	12	246	8	266
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	33	2	29	64	12	0	4	16	6	432	23	461	13	272	9	294
No-Build Volumes - Phase II	36	3	32	71	13	0	4	17	7	477	25	510	15	300	9	324
Proposed Mulberry Street Subdivision Trips - Phase I	44	0	37	81	0	0	0	0	0	0	14	14	11	0	0	11
Proposed Mulberry Street Subdivision Trips - Phases I +II	50	0	63	113	0	0	0	0	0	0	17	17	20	0	0	20
Build Volumes - Phase I	77	2	66	145	12	0	4	16	6	432	37	475	24	272	9	305
Build Volumes - Phases I + II	86	3	95	184	13	0	4	17	7	477	42	527	35	300	9	344

Weekday P.M. Peak Hour	Northbound Mulberry Street				Southbound Mulberry Street				Eastbound Phil Niekro Boulevard				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:15-5:15)	18	2	20	40	20	2	11	33	7	423	23	453	24	391	26	441
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	20	2	22	44	22	2	12	36	8	465	25	498	26	430	29	485
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	22	2	24	49	24	2	13	40	9	514	28	550	29	475	32	536
No-Build Volumes - Phase II	24	3	27	54	27	3	15	44	9	567	31	607	32	524	35	591
Proposed Mulberry Street Subdivision Trips - Phase I	22	0	27	49	0	0	0	0	0	0	37	37	45	0	0	45
Proposed Mulberry Street Subdivision Trips - Phases I +II	17	0	55	72	0	0	0	0	0	0	28	28	93	0	0	93
Build Volumes - Phase I	44	2	51	98	24	2	13	40	9	514	65	587	74	475	32	581
Build Volumes - Phases I + II	41	3	82	126	27	3	15	44	9	567	59	635	125	524	35	684

MARC R. ACAMPORA, PE, LLC

Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 2. Atlanta Highway at Phil Niekro Boulevard / Snelling Avenue

Weekday A.M. Peak Hour

	Northbound Atlanta Highway				Southbound Atlanta Highway				Eastbound Snelling Avenue				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	20	167	94	281	85	164	9	258	18	191	29	238	81	112	46	239
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	22	184	103	309	94	180	10	284	20	210	32	262	89	123	51	263
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	24	203	114	341	103	199	11	313	22	232	35	289	98	136	56	290
No-Build Volumes - Phase II	27	224	126	377	114	220	12	346	24	256	39	319	109	150	62	320
Proposed Mulberry Street Subdivision Trips - Phase I	0	0	5	5	5	0	0	5	0	4	0	4	16	12	16	44
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	0	0	0	9	0	0	9	0	8	0	8	0	23	27	50
Build Volumes - Phase I	24	203	119	346	108	199	11	318	22	236	35	293	114	148	72	334
Build Volumes - Phases I + II	27	224	126	377	123	220	12	355	24	264	39	327	109	173	89	370

Weekday P.M. Peak Hour

	Northbound Atlanta Highway				Southbound Atlanta Highway				Eastbound Snelling Avenue				Westbound Phil Niekro Boulevard			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:45-5:45)	62	283	173	518	102	198	25	325	29	153	35	217	122	234	51	407
COVID-19 adjustment	10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%		10.0%	10.0%	10.0%	
Adjusted 2021 Volumes	68	311	190	570	112	218	28	358	32	168	39	239	134	257	56	448
Total Annual Background Growth - Phase I	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%		21.9%	21.9%	21.9%	
No-Build Volumes - Phase I	75	344	210	629	124	240	30	395	35	186	43	264	148	284	62	494
No-Build Volumes - Phase II	83	379	232	695	137	265	34	436	39	205	47	291	164	314	68	546
Proposed Mulberry Street Subdivision Trips - Phase I	0	0	21	21	12	0	0	12	0	4	0	4	12	3	7	22
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	0	0	0	20	0	0	20	0	8	0	8	0	5	12	17
Build Volumes - Phase I	75	344	231	650	136	240	30	407	35	190	43	268	160	287	69	516
Build Volumes - Phases I + II	83	379	232	695	157	265	34	456	39	213	47	299	164	319	80	563

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Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 3. Atlanta Highway at Flowery Way

Weekday A.M. Peak Hour

	Northbound Atlanta Highway			Southbound Atlanta Highway				Westbound Flowery Way		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)	281	0	281	1	286	287		0	6	6
COVID-19 adjustment	10.0%	10.0%		10.0%	10.0%			10.0%	10.0%	
Adjusted 2021 Volumes	309	0	309	1	315	316		0	7	7
Total Annual Background Growth - Phase I	10.4%	10.4%		10.4%	10.4%			10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%		21.9%	21.9%			21.9%	21.9%	
No-Build Volumes - Phase I	341	0	341	1	347	349		0	7	7
No-Build Volumes - Phase II	377	0	377	1	383	385		0	8	8
Proposed Mulberry Street Subdivision Trips - Phase I	5	0	5	0	16	16		0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	6	6	0	0	0		21	0	21
Build Volumes - Phase I	346	0	346	1	363	365		0	7	7
Build Volumes - Phases I + II	377	6	383	1	383	385		21	8	29

Weekday P.M. Peak Hour

	Northbound Atlanta Highway			Southbound Atlanta Highway				Westbound Flowery Way		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:45-5:45)	503	4	507	5	348	353		3	2	5
COVID-19 adjustment	10.0%	10.0%		10.0%	10.0%			10.0%	10.0%	
Adjusted 2021 Volumes	553	4	558	6	383	388		3	2	6
Total Annual Background Growth - Phase I	10.4%	10.4%		10.4%	10.4%			10.4%	10.4%	
Total Annual Background Growth - Phase I	21.9%	21.9%		21.9%	21.9%			21.9%	21.9%	
No-Build Volumes - Phase I	611	5	616	6	423	429		4	2	6
No-Build Volumes - Phase II	674	5	680	7	467	473		4	3	7
Proposed Mulberry Street Subdivision Trips - Phase I	21	0	21	0	12	12		0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II	0	29	29	0	0	0		17	0	17
Build Volumes - Phase I	632	5	637	6	435	441		4	2	6
Build Volumes - Phases I + II	674	34	709	7	467	473		21	3	24

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Mulberry Street Subdivision Traffic Impact Study

City of Flowery Branch, Georgia

May 2021

Intersection: 4. Wade Orr Road at Compass Drive

Weekday A.M. Peak Hour		Southbound Compass Drive			Eastbound Wade Orr Road			Westbound Wade Orr Road		
		L	R	Tot	L	T	Tot	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 7:15-8:15)		34	57	91	17	134	151	177	11	188
COVID-19 adjustment		10.0%	10.0%		10.0%	10.0%		10.0%	10.0%	
Adjusted 2021 Volumes		37	63	100	19	147	166	195	12	207
Total Annual Background Growth - Phase I		10.4%	10.4%		10.4%	10.4%		10.4%	10.4%	
Total Annual Background Growth - Phase I		21.9%	21.9%		21.9%	21.9%		21.9%	21.9%	
No-Build Volumes - Phase I		41	69	111	21	163	183	215	13	228
No-Build Volumes - Phase II		46	76	122	23	180	202	237	15	252
Proposed Mulberry Street Subdivision Trips - Phase I		0	0	0	0	0	0	0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I +II		16	7	23	3	0	3	0	5	5
Build Volumes - Phase I		41	69	111	21	163	183	215	13	228
Build Volumes - Phases I + II		62	83		26	180		237	20	

Weekday P.M. Peak Hour		Southbound Compass Drive			Eastbound Wade Orr Road			Westbound Wade Orr Road		
		L	R	Tot	L	T	Tot	T	R	Tot
Counted Volumes (Wednesday, April 21, 2021 4:15-5:15)		25	31	56	24	240	264	192	41	233
COVID-19 adjustment		10.0%	10.0%		10.0%	10.0%		10.0%	10.0%	
Adjusted 2021 Volumes		28	34	62	26	264	290	211	45	256
Total Annual Background Growth - Phase I		10.4%	10.4%		10.4%	10.4%		10.4%	10.4%	
Total Annual Background Growth - Phase I		21.9%	21.9%		21.9%	21.9%		21.9%	21.9%	
No-Build Volumes - Phase I		30	38	68	29	291	321	233	50	283
No-Build Volumes - Phase II		34	42	75	32	322	354	257	55	312
Proposed Mulberry Street Subdivision Trips - Phase I		0	0	0	0	0	0	0	0	0
Proposed Mulberry Street Subdivision Trips - Phases I + II		5	6	11	10	0	10	0	9	9
Build Volumes - Phase I		30	38	68	29	291	321	233	50	283
Build Volumes - Phases I + II		39	48		42	322		257	64	

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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	5	0	7	0	12	3	0	2	0	5	1	56	1	0	58	0	42	1	0	43	118
07:15 AM	11	0	7	0	18	1	0	0	0	1	0	94	2	0	96	2	51	1	0	54	169
07:30 AM	8	1	4	0	13	3	0	1	0	4	2	91	5	0	98	3	57	2	0	62	177
07:45 AM	3	0	9	0	12	3	0	2	0	5	2	87	8	0	97	2	62	3	0	67	181
Total	27	1	27	0	55	10	0	5	0	15	5	328	16	0	349	7	212	7	0	226	645
08:00 AM	5	1	4	0	10	3	0	0	0	3	1	84	4	0	89	4	54	1	0	59	161
08:15 AM	1	0	5	0	6	0	0	0	0	0	0	65	2	0	67	0	60	2	0	62	135
08:30 AM	1	0	11	0	12	2	0	3	0	5	1	62	1	0	64	4	65	0	0	69	150
08:45 AM	2	3	3	0	8	3	1	0	0	4	0	76	2	0	78	0	62	1	0	63	153
Total	9	4	23	0	36	8	1	3	0	12	2	287	9	0	298	8	241	4	0	253	599
*** BREAK ***																					
04:00 PM	3	0	7	0	10	6	0	4	0	10	0	102	4	0	106	5	97	2	0	104	230
04:15 PM	6	0	5	0	11	6	1	4	0	11	1	109	6	0	116	6	101	8	0	115	253
04:30 PM	5	1	4	0	10	5	0	1	0	6	3	106	5	0	114	5	99	7	0	111	241
04:45 PM	2	1	5	0	8	2	1	3	0	6	1	101	3	0	105	6	95	9	0	110	229
Total	16	2	21	0	39	19	2	12	0	33	5	418	18	0	441	22	392	26	0	440	953
05:00 PM	5	0	6	0	11	7	0	3	0	10	2	107	9	0	118	7	96	2	0	105	244
05:15 PM	2	0	9	0	11	4	0	3	0	7	0	104	3	0	107	10	92	8	0	110	235
05:30 PM	0	0	5	0	5	4	0	2	0	6	1	107	4	0	112	10	115	3	0	128	251
05:45 PM	0	0	3	0	3	7	0	2	0	9	0	105	3	0	108	8	98	7	0	113	233
Total	7	0	23	0	30	22	0	10	0	32	3	423	19	0	445	35	401	20	0	456	963
Grand Total	59	7	94	0	160	59	3	30	0	92	15	1456	62	0	1533	72	1246	57	0	1375	3160
Apprch %	36.9	4.4	58.8	0		64.1	3.3	32.6	0		1	95	4	0		5.2	90.6	4.1	0		
Total %	1.9	0.2	3	0	5.1	1.9	0.1	0.9	0	2.9	0.5	46.1	2	0	48.5	2.3	39.4	1.8	0	43.5	

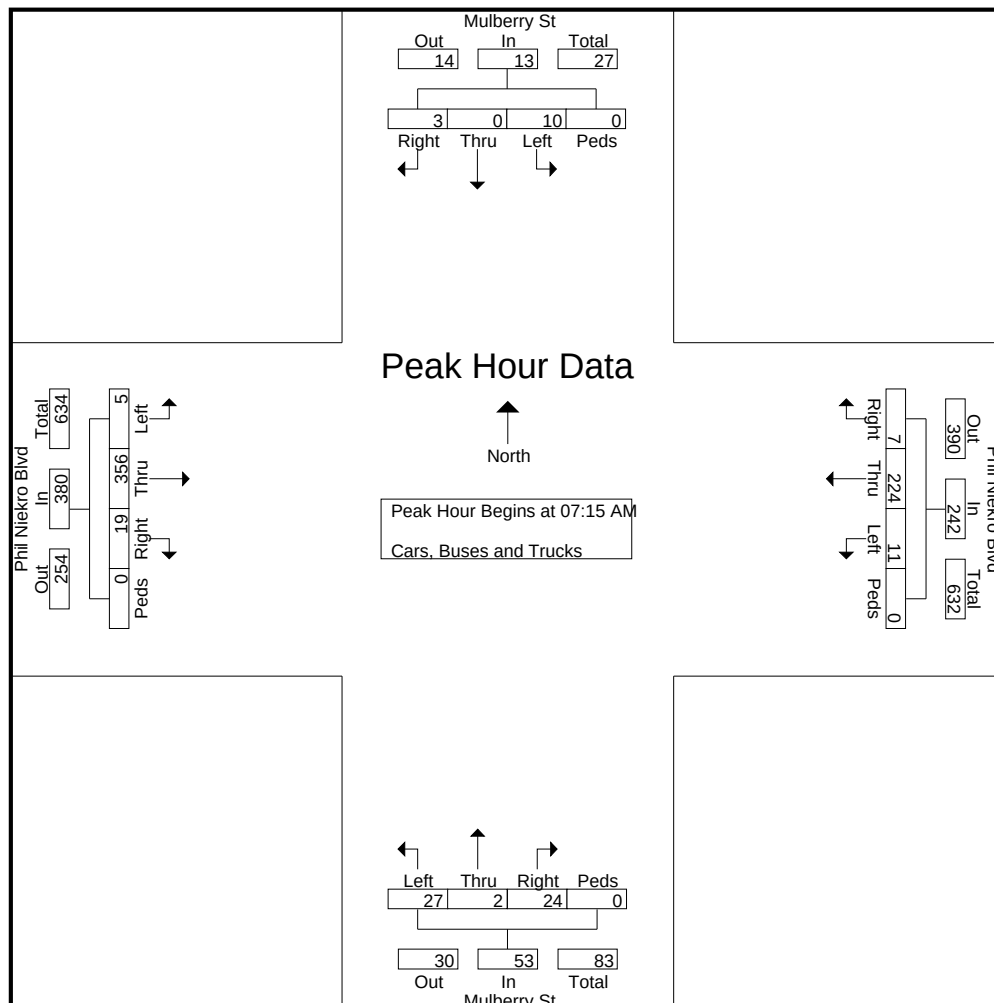
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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 2

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	11	0	7	0	18	1	0	0	0	1	0	94	2	0	96	2	51	1	0	54	169
07:30 AM	8	1	4	0	13	3	0	1	0	4	2	91	5	0	98	3	57	2	0	62	177
07:45 AM	3	0	9	0	12	3	0	2	0	5	2	87	8	0	97	2	62	3	0	67	181
08:00 AM	5	1	4	0	10	3	0	0	0	3	1	84	4	0	89	4	54	1	0	59	161
Total Volume	27	2	24	0	53	10	0	3	0	13	5	356	19	0	380	11	224	7	0	242	688
% App. Total	50.9		45.3			76.9		23.1			93.7					92.6					
PHF	.614	.500	.667	.000	.736	.833	.000	.375	.000	.650	.625	.947	.594	.000	.969	.688	.903	.583	.000	.903	.950



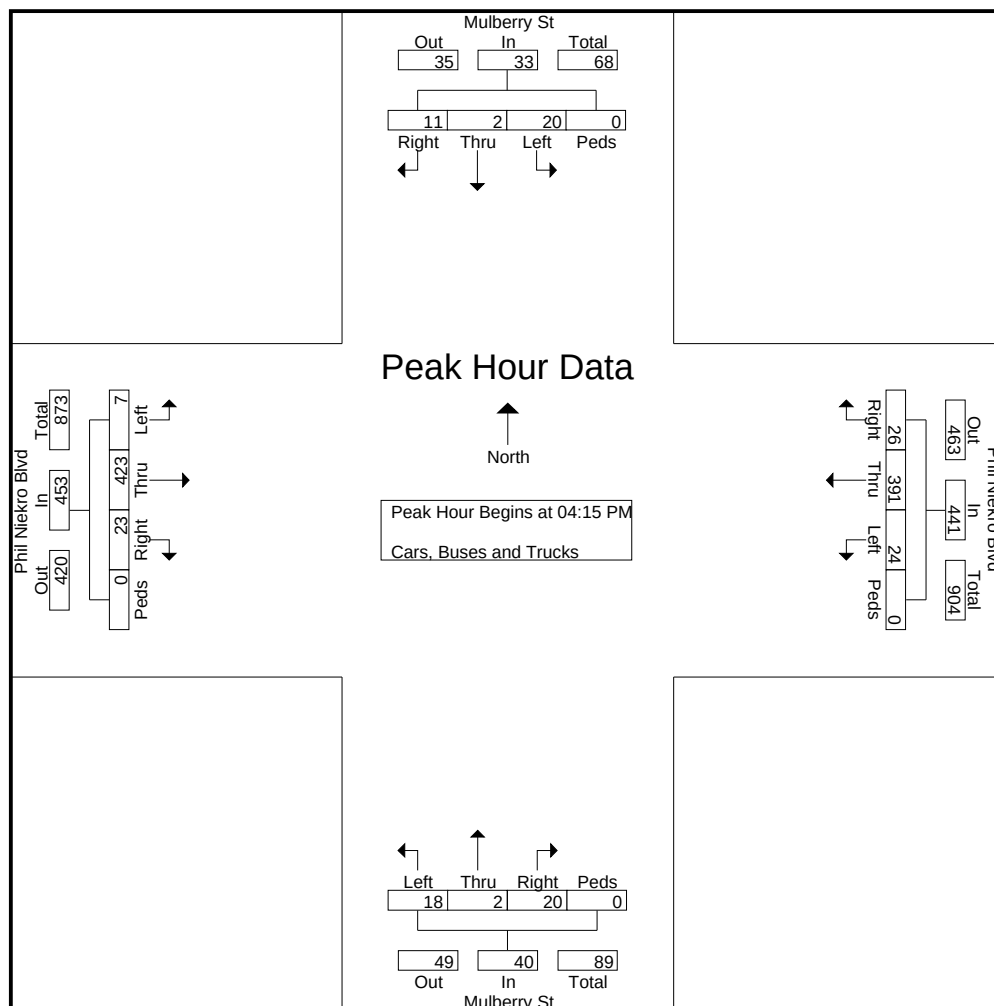
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TMC Data
Phil Niekro Blvd @ Mulberry St
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790002
Site Code : 44790002
Start Date : 4/21/2021
Page No : 3

	Mulberry St Northbound					Mulberry St Southbound					Phil Niekro Blvd Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	6	0	5	0	11	6	1	4	0	11	1	109	6	0	116	6	101	8	0	115	253
04:30 PM	5	1	4	0	10	5	0	1	0	6	3	106	5	0	114	5	99	7	0	111	241
04:45 PM	2	1	5	0	8	2	1	3	0	6	1	101	3	0	105	6	95	9	0	110	229
05:00 PM	5	0	6	0	11	7	0	3	0	10	2	107	9	0	118	7	96	2	0	105	244
Total Volume	18	2	20	0	40	20	2	11	0	33	7	423	23	0	453	24	391	26	0	441	967
% App. Total						60.6		33.3				93.4				88.7					
PHF	.750	.500	.833	.000	.909	.714	.500	.688	.000	.750	.583	.970	.639	.000	.960	.857	.968	.722	.000	.959	.956



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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	6	28	19	0	53	10	31	0	0	41	5	39	9	0	53	15	20	11	0	46	193
07:15 AM	4	25	16	0	45	18	39	1	0	58	4	59	6	0	69	19	27	12	0	58	230
07:30 AM	6	51	33	0	90	14	38	5	0	57	5	54	8	0	67	24	31	12	0	67	281
07:45 AM	2	46	21	0	69	27	43	2	0	72	5	43	9	0	57	22	30	8	0	60	258
Total	18	150	89	0	257	69	151	8	0	228	19	195	32	0	246	80	108	43	0	231	962
08:00 AM	8	45	24	0	77	26	44	1	0	71	4	35	6	0	45	16	24	14	0	54	247
08:15 AM	8	30	15	0	53	16	30	2	0	48	3	34	10	0	47	29	26	9	0	64	212
08:30 AM	3	29	13	0	45	12	34	2	0	48	4	39	13	0	56	23	32	11	0	66	215
08:45 AM	7	36	17	0	60	17	27	2	0	46	1	41	1	0	43	13	40	6	0	59	208
Total	26	140	69	0	235	71	135	7	0	213	12	149	30	0	191	81	122	40	0	243	882
*** BREAK ***																					
04:00 PM	10	55	28	0	93	24	59	10	0	93	7	53	7	0	67	20	69	12	0	101	354
04:15 PM	9	63	41	0	113	36	54	6	0	96	4	41	6	0	51	36	56	15	0	107	367
04:30 PM	14	82	36	0	132	24	41	8	0	73	4	46	6	0	56	31	56	15	0	102	363
04:45 PM	12	57	32	0	101	29	56	6	0	91	6	39	8	0	53	25	65	10	0	100	345
Total	45	257	137	0	439	113	210	30	0	353	21	179	27	0	227	112	246	52	0	410	1429
05:00 PM	11	75	51	0	137	24	45	7	0	76	13	25	10	0	48	35	48	12	0	95	356
05:15 PM	17	78	47	0	142	25	55	4	0	84	5	38	5	0	48	28	48	15	0	91	365
05:30 PM	22	73	43	0	138	24	42	8	0	74	5	51	12	0	68	34	73	14	0	121	401
05:45 PM	14	54	41	0	109	26	48	2	0	76	4	38	8	0	50	33	61	9	0	103	338
Total	64	280	182	0	526	99	190	21	0	310	27	152	35	0	214	130	230	50	0	410	1460
Grand Total	153	827	477	0	1457	352	686	66	0	1104	79	675	124	0	878	403	706	185	0	1294	4733
Apprch %	10.5	56.8	32.7	0		31.9	62.1	6	0		9	76.9	14.1	0		31.1	54.6	14.3	0		
Total %	3.2	17.5	10.1	0	30.8	7.4	14.5	1.4	0	23.3	1.7	14.3	2.6	0	18.6	8.5	14.9	3.9	0	27.3	

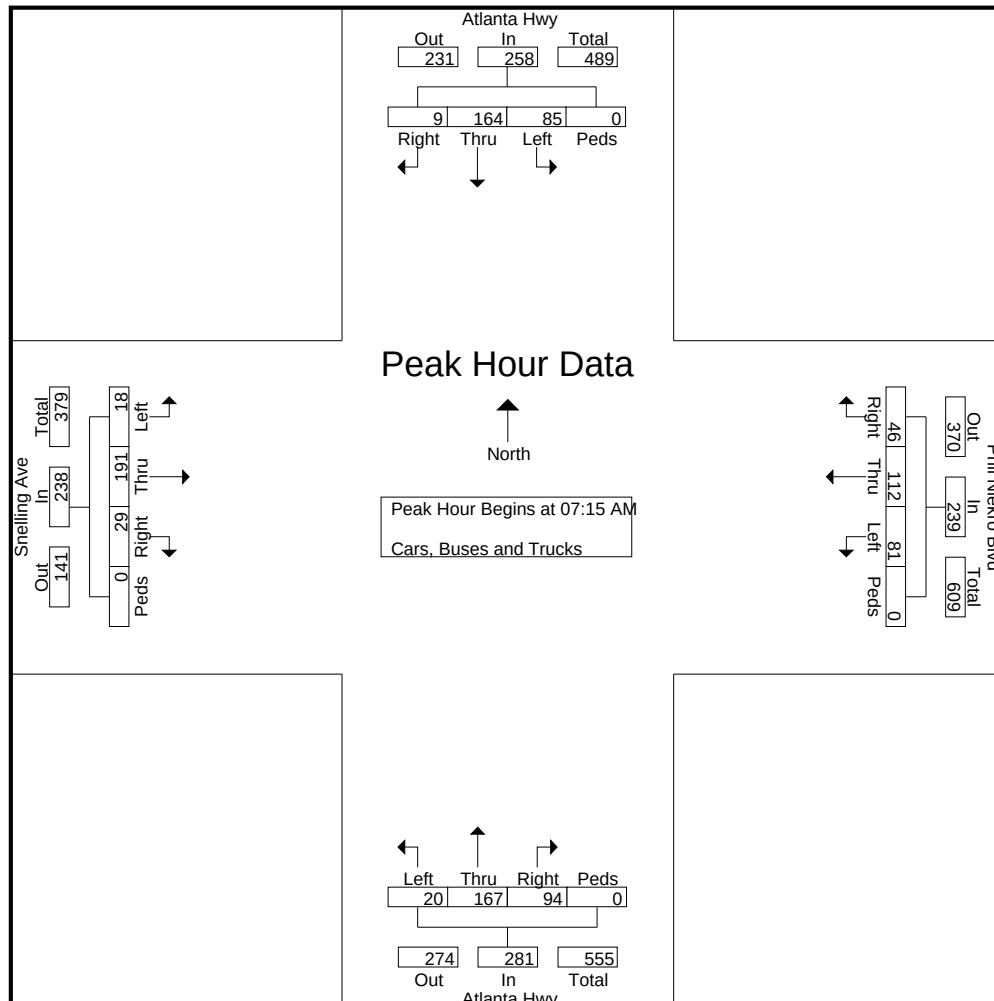
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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 2

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	4	25	16	0	45	18	39	1	0	58	4	59	6	0	69	19	27	12	0	58	230
07:30 AM	6	51	33	0	90	14	38	5	0	57	5	54	8	0	67	24	31	12	0	67	281
07:45 AM	2	46	21	0	69	27	43	2	0	72	5	43	9	0	57	22	30	8	0	60	258
08:00 AM	8	45	24	0	77	26	44	1	0	71	4	35	6	0	45	16	24	14	0	54	247
Total Volume	20	167	94	0	281	85	164	9	0	258	18	191	29	0	238	81	112	46	0	239	1016
% App. Total		59.4	33.5			32.9	63.6				80.3	12.2				33.9	46.9	19.2			
PHF	.625	.819	.712	.000	.781	.787	.932	.450	.000	.896	.900	.809	.806	.000	.862	.844	.903	.821	.000	.892	.904



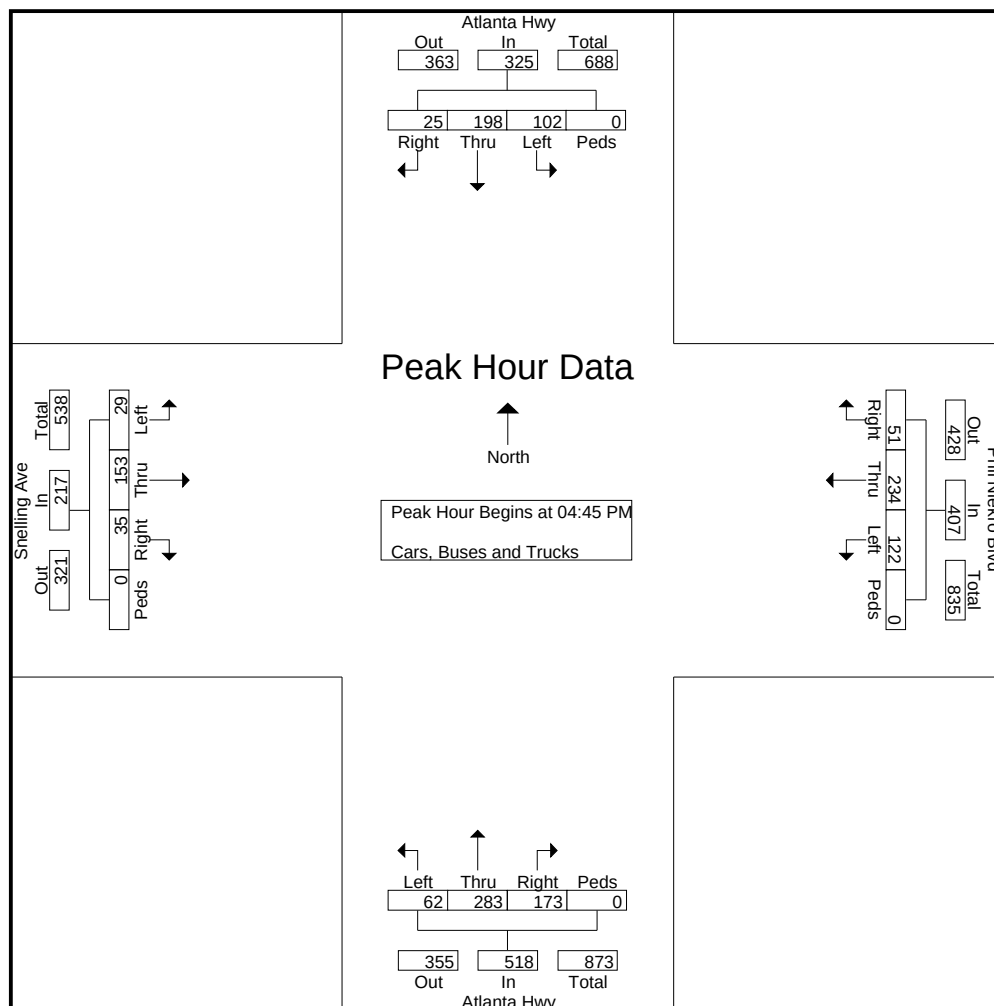
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TMC Data
Atlanta Hwy @ Phil Niekro Blvd/
Snelling Ave, Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790001
Site Code : 44790001
Start Date : 4/21/2021
Page No : 3

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Snelling Ave Eastbound					Phil Niekro Blvd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	12	57	32	0	101	29	56	6	0	91	6	39	8	0	53	25	65	10	0	100	345
05:00 PM	11	75	51	0	137	24	45	7	0	76	13	25	10	0	48	35	48	12	0	95	356
05:15 PM	17	78	47	0	142	25	55	4	0	84	5	38	5	0	48	28	48	15	0	91	365
05:30 PM	22	73	43	0	138	24	42	8	0	74	5	51	12	0	68	34	73	14	0	121	401
Total Volume	62	283	173	0	518	102	198	25	0	325	29	153	35	0	217	122	234	51	0	407	1467
% App. Total		54.6	33.4			31.4	60.9				13.4	70.5	16.1			57.5	12.5				
PHF	.705	.907	.848	.000	.912	.879	.884	.781	.000	.893	.558	.750	.729	.000	.798	.871	.801	.850	.000	.841	.915



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TMC Data
Atlanta Hwy @ Flowery Way
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	45	0	0	45	1	53	0	0	54	0	0	0	0	0	0	0	3	0	3	102
07:15 AM	0	66	0	0	66	1	67	0	0	68	0	0	0	0	0	0	0	2	0	2	136
07:30 AM	0	70	0	0	70	0	74	0	0	74	0	0	0	0	0	0	0	2	0	2	146
07:45 AM	0	78	0	0	78	0	78	0	0	78	0	0	0	0	0	0	0	1	0	1	157
Total	0	259	0	0	259	2	272	0	0	274	0	0	0	0	0	0	0	8	0	8	541
08:00 AM	0	67	0	0	67	0	67	0	0	67	0	0	0	0	0	0	0	1	0	1	135
08:15 AM	0	64	1	0	65	1	65	0	0	66	0	0	0	0	0	0	0	1	0	1	132
08:30 AM	0	60	0	0	60	1	62	0	0	63	0	0	0	0	0	1	0	1	0	2	125
08:45 AM	0	47	2	0	49	0	53	0	0	53	0	0	0	0	0	0	0	0	0	0	102
Total	0	238	3	0	241	2	247	0	0	249	0	0	0	0	0	1	0	3	0	4	494
*** BREAK ***																					
04:00 PM	0	99	0	0	99	1	95	0	0	96	0	0	0	0	0	0	0	2	0	2	197
04:15 PM	0	102	0	0	102	0	79	0	0	79	0	0	0	0	0	0	0	0	0	0	181
04:30 PM	0	108	0	0	108	0	74	0	0	74	0	0	0	0	0	0	0	1	0	1	183
04:45 PM	0	115	0	0	115	1	85	0	0	86	0	0	0	0	0	0	0	1	0	1	202
Total	0	424	0	0	424	2	333	0	0	335	0	0	0	0	0	0	0	4	0	4	763
05:00 PM	0	124	1	0	125	0	91	0	0	91	0	0	0	0	0	0	0	0	0	0	216
05:15 PM	0	136	0	0	136	2	88	0	0	90	0	0	0	0	0	1	0	0	0	1	227
05:30 PM	0	128	3	0	131	2	84	0	0	86	0	0	0	0	0	2	0	1	0	3	220
05:45 PM	0	120	0	0	120	5	67	0	0	72	0	0	0	0	0	0	0	0	0	0	192
Total	0	508	4	0	512	9	330	0	0	339	0	0	0	0	0	3	0	1	0	4	855
Grand Total	0	1429	7	0	1436	15	1182	0	0	1197	0	0	0	0	0	4	0	16	0	20	2653
Apprch %	0	99.5	0.5	0		1.3	98.7	0	0		0	0	0	0		20	0	80	0		
Total %	0	53.9	0.3	0	54.1	0.6	44.6	0	0	45.1	0	0	0	0	0	0.2	0	0.6	0	0.8	

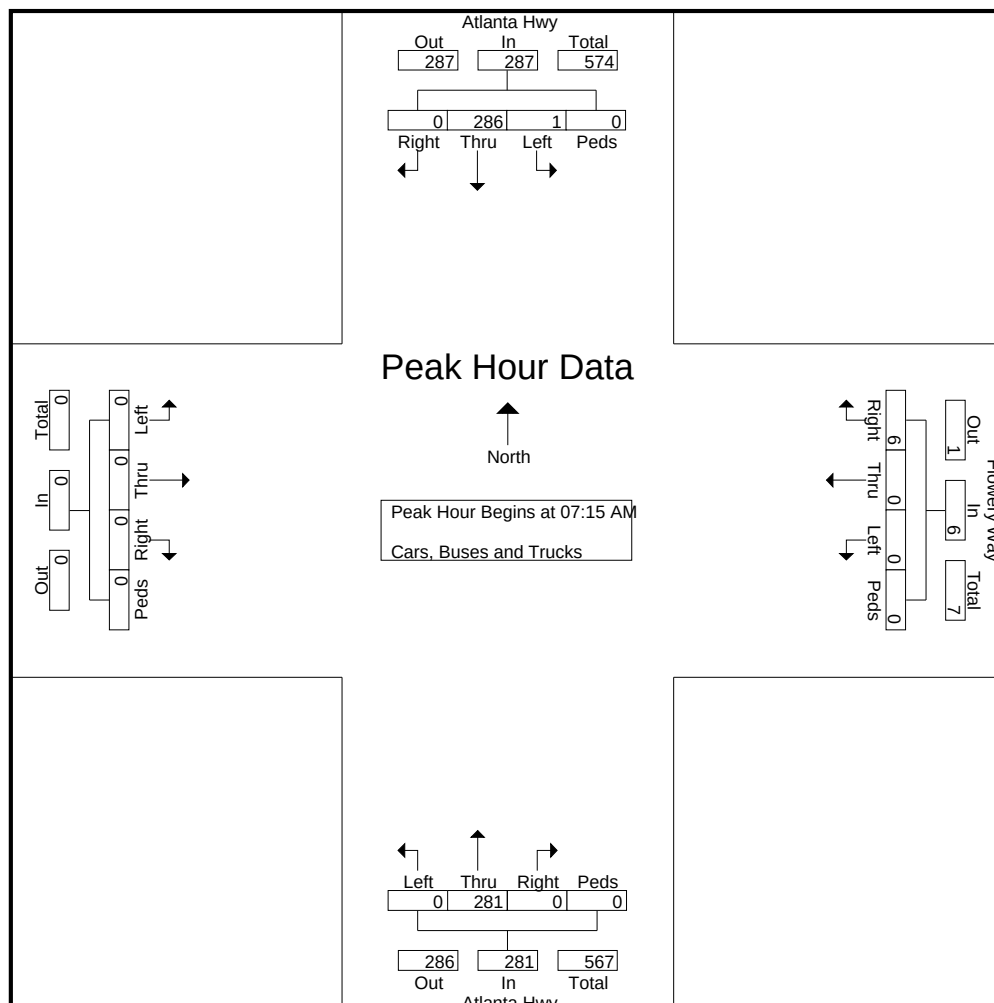
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TMC Data
Atlanta Hwy @ Flowery Way
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 2

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	66	0	0	66	1	67	0	0	68	0	0	0	0	0	0	0	2	0	2	136
07:30 AM	0	70	0	0	70	0	74	0	0	74	0	0	0	0	0	0	0	2	0	2	146
07:45 AM	0	78	0	0	78	0	78	0	0	78	0	0	0	0	0	0	0	1	0	1	157
08:00 AM	0	67	0	0	67	0	67	0	0	67	0	0	0	0	0	0	0	1	0	1	135
Total Volume	0	281	0	0	281	1	286	0	0	287	0	0	0	0	0	0	0	6	0	6	574
% App. Total							99.7											.750	.000	.750	
PHF	.000	.901	.000	.000	.901	.250	.917	.000	.000	.920	.000	.000	.000	.000	.000	.000	.000	.750	.000	.750	.914



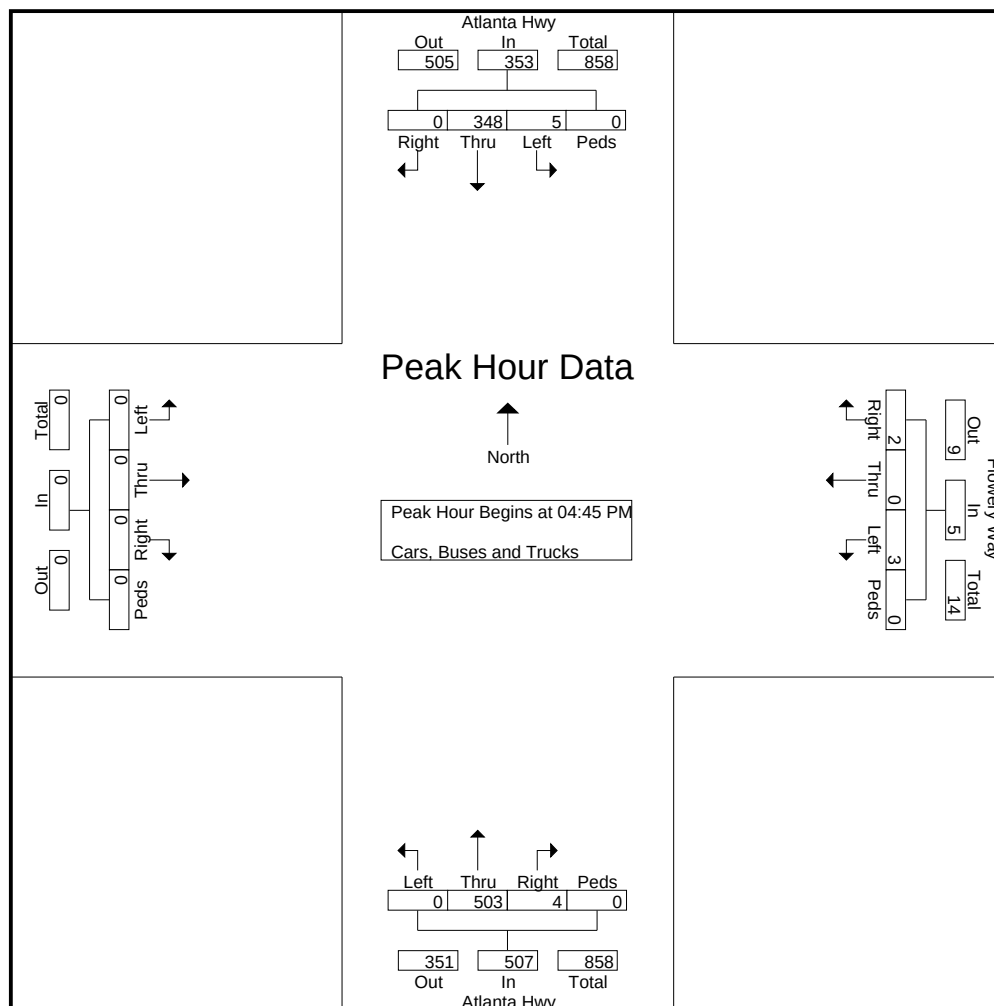
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TMC Data
Atlanta Hwy @ Flowery Way
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790003
Site Code : 44790003
Start Date : 4/21/2021
Page No : 3

	Atlanta Hwy Northbound					Atlanta Hwy Southbound					Eastbound					Flowery Way Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	115	0	0	115	1	85	0	0	86	0	0	0	0	0	0	0	1	0	1	202
05:00 PM	0	124	1	0	125	0	91	0	0	91	0	0	0	0	0	0	0	0	0	0	216
05:15 PM	0	136	0	0	136	2	88	0	0	90	0	0	0	0	0	1	0	0	0	1	227
05:30 PM	0	128	3	0	131	2	84	0	0	86	0	0	0	0	0	2	0	1	0	3	220
Total Volume	0	503	4	0	507	5	348	0	0	353	0	0	0	0	0	3	0	2	0	5	865
% App. Total		99.2					98.6									.375	.000	.500	.000	.417	.953
PHF	.000	.925	.333	.000	.932	.625	.956	.000	.000	.970	.000	.000	.000	.000	.000	.375	.000	.500	.000	.417	.953



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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	9	0	9	0	18	3	25	0	0	28	0	33	4	0	37	83
07:15 AM	0	0	0	0	0	8	0	13	0	21	5	30	0	0	35	0	38	1	0	39	95
07:30 AM	0	0	0	0	0	9	0	23	0	32	5	32	0	0	37	0	51	6	0	57	126
07:45 AM	0	0	0	0	0	7	0	11	0	18	4	35	0	0	39	0	49	3	0	52	109
Total	0	0	0	0	0	33	0	56	0	89	17	122	0	0	139	0	171	14	0	185	413
08:00 AM	0	0	0	0	0	10	0	10	0	20	3	37	0	0	40	0	39	1	0	40	100
08:15 AM	0	0	0	0	0	9	0	1	0	10	5	34	0	0	39	0	36	0	0	36	85
08:30 AM	0	0	0	0	0	5	0	1	0	6	3	29	0	0	32	0	35	3	0	38	76
08:45 AM	0	0	0	0	0	9	0	4	0	13	3	26	0	0	29	0	32	4	0	36	78
Total	0	0	0	0	0	33	0	16	0	49	14	126	0	0	140	0	142	8	0	150	339
*** BREAK ***																					
04:00 PM	0	0	0	0	0	5	0	3	0	8	7	51	0	0	58	0	45	14	0	59	125
04:15 PM	0	0	0	0	0	4	0	7	0	11	6	58	0	0	64	0	43	8	0	51	126
04:30 PM	0	0	0	0	0	8	0	5	0	13	4	55	0	0	59	0	51	12	0	63	135
04:45 PM	0	0	0	0	0	6	0	10	0	16	3	62	0	0	65	0	54	10	0	64	145
Total	0	0	0	0	0	23	0	25	0	48	20	226	0	0	246	0	193	44	0	237	531
05:00 PM	0	0	0	0	0	7	0	9	0	16	11	65	0	0	76	0	44	11	0	55	147
05:15 PM	0	0	0	0	0	3	0	3	0	6	8	62	0	0	70	0	37	8	0	45	121
05:30 PM	0	0	0	0	0	9	0	3	0	12	6	59	0	0	65	0	30	7	0	37	114
05:45 PM	0	0	0	0	0	6	0	6	0	12	10	57	0	0	67	0	35	9	0	44	123
Total	0	0	0	0	0	25	0	21	0	46	35	243	0	0	278	0	146	35	0	181	505
Grand Total	0	0	0	0	0	114	0	118	0	232	86	717	0	0	803	0	652	101	0	753	1788
Apprch %	0	0	0	0		49.1	0	50.9	0		10.7	89.3	0	0		0	86.6	13.4	0		
Total %	0	0	0	0	0	6.4	0	6.6	0	13	4.8	40.1	0	0	44.9	0	36.5	5.6	0	42.1	

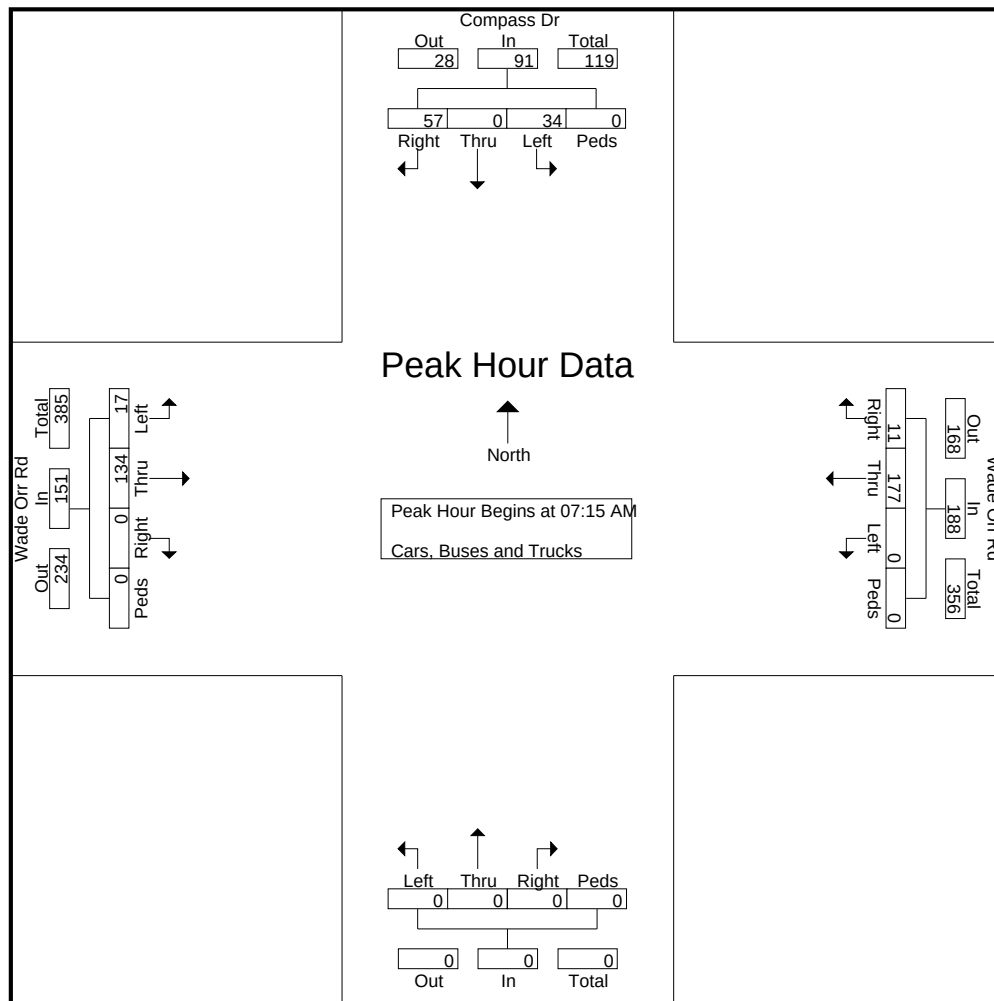
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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 2

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	0	0	0	8	0	13	0	21	5	30	0	0	35	0	38	1	0	39	95
07:30 AM	0	0	0	0	0	9	0	23	0	32	5	32	0	0	37	0	51	6	0	57	126
07:45 AM	0	0	0	0	0	7	0	11	0	18	4	35	0	0	39	0	49	3	0	52	109
08:00 AM	0	0	0	0	0	10	0	10	0	20	3	37	0	0	40	0	39	1	0	40	100
Total Volume	0	0	0	0	0	34	0	57	0	91	17	134	0	0	151	0	177	11	0	188	430
% App. Total						37.4		62.6			11.3	88.7				94.1					
PHF	.000	.000	.000	.000	.000	.850	.000	.620	.000	.711	.850	.905	.000	.000	.944	.000	.868	.458	.000	.825	.853



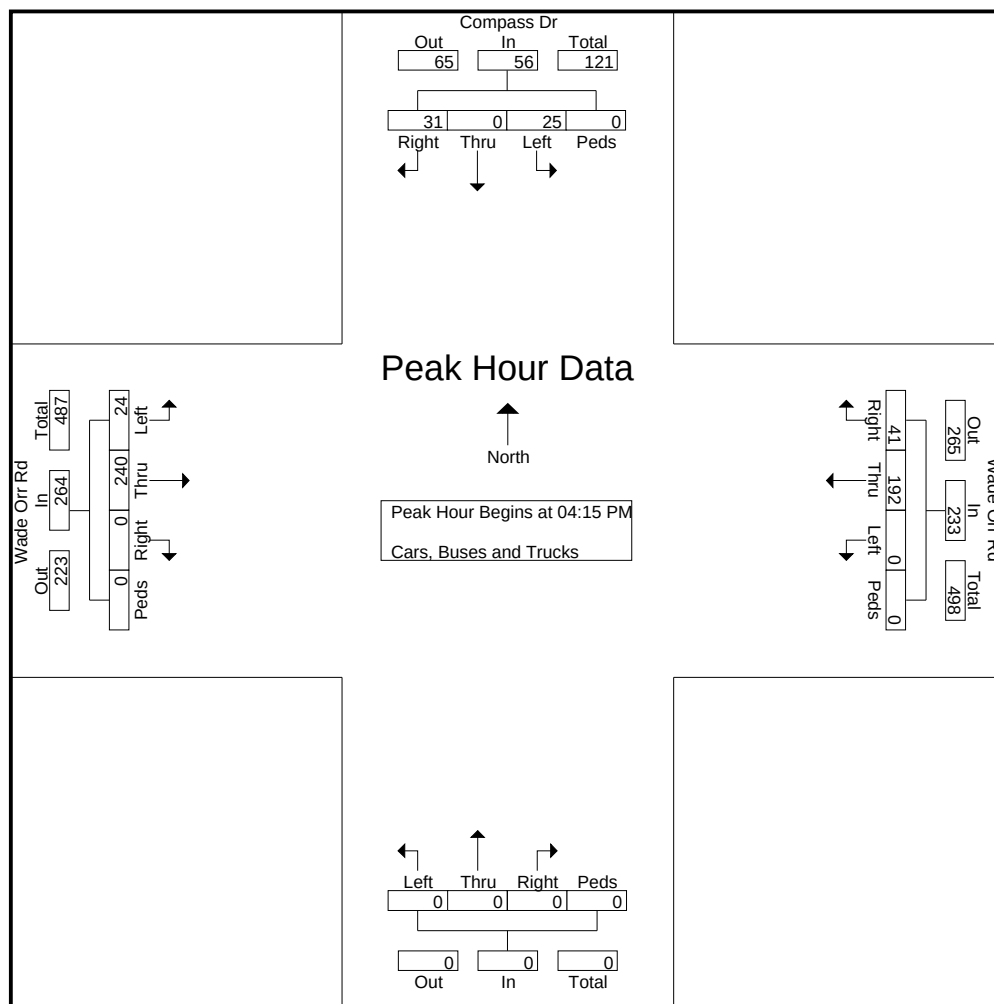
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TMC Data
Wade Orr Rd @ Compass Dr
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 44790004
Site Code : 44790004
Start Date : 4/21/2021
Page No : 3

	Northbound					Compass Dr Southbound					Wade Orr Rd Eastbound					Wade Orr Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	0	0	0	0	0	4	0	7	0	11	6	58	0	0	64	0	43	8	0	51	126
04:30 PM	0	0	0	0	0	8	0	5	0	13	4	55	0	0	59	0	51	12	0	63	135
04:45 PM	0	0	0	0	0	6	0	10	0	16	3	62	0	0	65	0	54	10	0	64	145
05:00 PM	0	0	0	0	0	7	0	9	0	16	11	65	0	0	76	0	44	11	0	55	147
Total Volume	0	0	0	0	0	25	0	31	0	56	24	240	0	0	264	0	192	41	0	233	553
% App. Total						44.6		55.4			90.9					82.4	17.6				
PHF	.000	.000	.000	.000	.000	.781	.000	.775	.000	.875	.545	.923	.000	.000	.868	.000	.889	.854	.000	.910	.940



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Page 1

ADT Data

Site Code: 44790101
Atlanta Hwy South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	48			3	69				
12:15		13	80			4	70				
12:30		5	88			5	64				
12:45		2	89	28	305	4	62	16	265	44	570
01:00		2	70			1	69				
01:15		2	69			3	73				
01:30		5	88			5	71				
01:45		2	71	11	298	0	85	9	298	20	596
02:00		4	82			3	68				
02:15		2	73			2	54				
02:30		0	80			0	77				
02:45		2	87	8	322	1	67	6	266	14	588
03:00		1	92			1	96				
03:15		1	78			1	76				
03:30		1	86			2	84				
03:45		3	114	6	370	0	99	4	355	10	725
04:00		3	109			3	98				
04:15		4	94			11	78				
04:30		9	107			6	76				
04:45		2	113	18	423	9	84	29	336	47	759
05:00		6	122			12	99				
05:15		10	139			21	84				
05:30		16	136			29	85				
05:45		19	112	51	509	26	63	88	331	139	840
06:00		18	100			31	82				
06:15		31	101			50	77				
06:30		29	86			62	63				
06:45		48	80	126	367	59	49	202	271	328	638
07:00		47	57			56	57				
07:15		68	50			66	66				
07:30		71	53			75	57				
07:45		80	63	266	223	80	36	277	216	543	439
08:00		64	52			64	48				
08:15		66	51			62	40				
08:30		61	37			65	27				
08:45		45	36	236	176	49	45	240	160	476	336
09:00		54	31			63	34				
09:15		74	30			49	29				
09:30		45	24			49	25				
09:45		71	19	244	104	57	10	218	98	462	202
10:00		65	20			45	14				
10:15		67	12			47	18				
10:30		45	13			60	16				
10:45		55	14	232	59	58	10	210	58	442	117
11:00		57	8			65	8				
11:15		84	10			56	7				
11:30		75	11			65	6				
11:45		89	6	305	35	61	3	247	24	552	59
Total		1531	3191			1546	2678			3077	5869
Percent		32.4%	67.6%			36.6%	63.4%			34.4%	65.6%
Grand Total		1531	3191			1546	2678			3077	5869
Percent		32.4%	67.6%			36.6%	63.4%			34.4%	65.6%
ADT		ADT 8,946		AADT 8,946							

Reliable Traffic Data Services

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Page 1

ADT Data

Site Code: 44790102
Mulberry St South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	7			1	11				
12:15		1	14			1	10				
12:30		1	4			5	10				
12:45		1	12	3	37	1	6	8	37	11	74
01:00		1	7			1	7				
01:15		2	10			3	7				
01:30		1	10			4	6				
01:45		0	3	4	30	2	6	10	26	14	56
02:00		1	8			0	7				
02:15		0	11			2	6				
02:30		1	6			0	15				
02:45		0	8	2	33	1	7	3	35	5	68
03:00		0	12			0	13				
03:15		0	14			1	13				
03:30		1	10			0	14				
03:45		0	3	1	39	0	9	1	49	2	88
04:00		0	10			1	8				
04:15		1	10			0	14				
04:30		1	9			0	10				
04:45		1	6	3	35	0	11	1	43	4	78
05:00		5	12			0	15				
05:15		1	11			1	18				
05:30		8	5			2	14				
05:45		9	4	23	32	0	13	3	60	26	92
06:00		8	9			2	18				
06:15		8	6			1	16				
06:30		12	17			2	10				
06:45		15	4	43	36	2	15	7	59	50	95
07:00		15	5			4	11				
07:15		18	5			4	9				
07:30		15	5			9	10				
07:45		10	4	58	19	10	9	27	39	85	58
08:00		11	5			8	8				
08:15		5	3			2	7				
08:30		10	5			5	7				
08:45		8	1	34	14	3	4	18	26	52	40
09:00		9	1			3	8				
09:15		8	4			4	7				
09:30		14	4			4	4				
09:45		5	4	36	13	3	3	14	22	50	35
10:00		10	3			4	3				
10:15		7	4			3	8				
10:30		6	4			4	9				
10:45		6	1	29	12	11	2	22	22	51	34
11:00		8	0			7	3				
11:15		4	0			7	5				
11:30		8	2			6	0				
11:45		9	0	29	2	9	0	29	8	58	10
Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
Grand Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
ADT		ADT 1,136	AADT 1,136								

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Page 1

ADT Data

Site Code: 44790102
Mulberry St South of Phil Niekro Blvd
Flowery Branch, GA

Start Time	21-Apr-21 Wed	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	7			1	11				
12:15		1	14			1	10				
12:30		1	4			5	10				
12:45		1	12	3	37	1	6	8	37	11	74
01:00		1	7			1	7				
01:15		2	10			3	7				
01:30		1	10			4	6				
01:45		0	3	4	30	2	6	10	26	14	56
02:00		1	8			0	7				
02:15		0	11			2	6				
02:30		1	6			0	15				
02:45		0	8	2	33	1	7	3	35	5	68
03:00		0	12			0	13				
03:15		0	14			1	13				
03:30		1	10			0	14				
03:45		0	3	1	39	0	9	1	49	2	88
04:00		0	10			1	8				
04:15		1	10			0	14				
04:30		1	9			0	10				
04:45		1	6	3	35	0	11	1	43	4	78
05:00		5	12			0	15				
05:15		1	11			1	18				
05:30		8	5			2	14				
05:45		9	4	23	32	0	13	3	60	26	92
06:00		8	9			2	18				
06:15		8	6			1	16				
06:30		12	17			2	10				
06:45		15	4	43	36	2	15	7	59	50	95
07:00		15	5			4	11				
07:15		18	5			4	9				
07:30		15	5			9	10				
07:45		10	4	58	19	10	9	27	39	85	58
08:00		11	5			8	8				
08:15		5	3			2	7				
08:30		10	5			5	7				
08:45		8	1	34	14	3	4	18	26	52	40
09:00		9	1			3	8				
09:15		8	4			4	7				
09:30		14	4			4	4				
09:45		5	4	36	13	3	3	14	22	50	35
10:00		10	3			4	3				
10:15		7	4			3	8				
10:30		6	4			4	9				
10:45		6	1	29	12	11	2	22	22	51	34
11:00		8	0			7	3				
11:15		4	0			7	5				
11:30		8	2			6	0				
11:45		9	0	29	2	9	0	29	8	58	10
Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
Grand Total		265	302			143	426			408	728
Percent		46.7%	53.3%			25.1%	74.9%			35.9%	64.1%
ADT		ADT 1,136	AADT 1,136								

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

existing a.m.

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	392	21	12	246	8	30	2	26	11	0	3
Future Vol, veh/h	6	392	21	12	246	8	30	2	26	11	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	74	74	74	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	404	22	13	273	9	41	3	35	17	0	5
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	282	0	0	426	0	0	722	724	404	750	742	278
Stage 1	-	-	-	-	-	-	416	416	-	304	304	-
Stage 2	-	-	-	-	-	-	306	308	-	446	438	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1280	-	-	1133	-	-	342	352	647	328	344	761
Stage 1	-	-	-	-	-	-	614	592	-	705	663	-
Stage 2	-	-	-	-	-	-	704	660	-	591	579	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1280	-	-	1133	-	-	336	346	647	304	338	761
Mov Cap-2 Maneuver	-	-	-	-	-	-	336	346	-	304	338	-
Stage 1	-	-	-	-	-	-	610	588	-	701	656	-
Stage 2	-	-	-	-	-	-	692	653	-	553	576	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			15.3			15.8		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	429	1280	-	-	1133	-	-	304	761			
HCM Lane V/C Ratio	0.183	0.005	-	-	0.012	-	-	0.056	0.006			
HCM Control Delay (s)	15.3	7.8	0	-	8.2	-	-	17.5	9.8			
HCM Lane LOS	C	A	A	-	A	-	-	C	A			
HCM 95th %tile Q(veh)	0.7	0	-	-	0	-	-	0.2	0			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

existing a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	20	210	32	89	123	51	22	184	103	94	180	10
Future Volume (veh/h)	20	210	32	89	123	51	22	184	103	94	180	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	23	244	37	100	138	57	28	236	132	104	200	11
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	267	292	44	221	279	115	686	577	323	549	935	51
Arrive On Green	0.02	0.18	0.18	0.06	0.22	0.22	0.03	0.52	0.52	0.05	0.54	0.54
Sat Flow, veh/h	1781	1586	241	1753	1257	519	1781	1109	620	1753	1729	95
Grp Volume(v), veh/h	23	0	281	100	0	195	28	0	368	104	0	211
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.0	0.0	14.4	4.4	0.0	9.3	0.7	0.0	12.6	2.6	0.0	5.8
Cycle Q Clear(g_c), s	1.0	0.0	14.4	4.4	0.0	9.3	0.7	0.0	12.6	2.6	0.0	5.8
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	267	0	337	221	0	395	686	0	899	549	0	987
V/C Ratio(X)	0.09	0.00	0.83	0.45	0.00	0.49	0.04	0.00	0.41	0.19	0.00	0.21
Avail Cap(c_a), veh/h	325	0	631	303	0	705	738	0	899	617	0	987
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	31.0	0.0	38.1	29.7	0.0	33.0	10.2	0.0	14.2	10.5	0.0	11.5
Incr Delay (d2), s/veh	0.1	0.0	5.4	1.4	0.0	1.0	0.0	0.0	1.4	0.2	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	6.9	1.9	0.0	4.1	0.3	0.0	5.0	1.0	0.0	2.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.1	0.0	43.6	31.1	0.0	33.9	10.2	0.0	15.6	10.7	0.0	12.0
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		304			295			396			315	
Approach Delay, s/veh		42.7			33.0			15.2			11.6	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.2	55.0	10.5	22.4	7.1	57.0	6.8	26.1				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	49.5	10.5	33.5	5.5	52.5	5.5	38.5				
Max Q Clear Time (g_c+I1), s	4.6	14.6	6.4	16.4	2.7	7.8	3.0	11.3				
Green Ext Time (p_c), s	0.1	2.6	0.1	1.5	0.0	1.3	0.0	1.1				
Intersection Summary												
HCM 6th Ctrl Delay			24.7									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

existing a.m.

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	309	0	1	315
Future Vol, veh/h	0	7	309	0	1	315
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	343	0	1	342
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	687	343	0	0	343	0
Stage 1	343	-	-	-	-	-
Stage 2	344	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	413	700	-	-	1216	-
Stage 1	719	-	-	-	-	-
Stage 2	718	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	413	700	-	-	1216	-
Mov Cap-2 Maneuver	413	-	-	-	-	-
Stage 1	719	-	-	-	-	-
Stage 2	717	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.2	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	700	1216	-	
HCM Lane V/C Ratio	-	-	0.013	0.001	-	
HCM Control Delay (s)	-	-	10.2	8	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

existing a.m.

Intersection						
Int Delay, s/veh	3.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	19	147	195	12	37	63
Future Vol, veh/h	19	147	195	12	37	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	71	71
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	20	156	235	14	52	89
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	249	0	-	0	438	242
Stage 1	-	-	-	-	242	-
Stage 2	-	-	-	-	196	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1317	-	-	-	576	797
Stage 1	-	-	-	-	798	-
Stage 2	-	-	-	-	837	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1317	-	-	-	566	797
Mov Cap-2 Maneuver	-	-	-	-	566	-
Stage 1	-	-	-	-	784	-
Stage 2	-	-	-	-	837	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		11.5		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1317	-	-	-	692	
HCM Lane V/C Ratio	0.015	-	-	-	0.204	
HCM Control Delay (s)	7.8	0	-	-	11.5	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.8	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

existing p.m.

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	465	25	26	430	29	20	2	22	22	2	12
Future Vol, veh/h	8	465	25	26	430	29	20	2	22	22	2	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	8	484	26	27	448	30	22	2	24	29	3	16

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	478	0	0	510	0	0	1027	1032	484	1043	1043	463
Stage 1	-	-	-	-	-	-	500	500	-	517	517	-
Stage 2	-	-	-	-	-	-	527	532	-	526	526	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1084	-	-	1055	-	-	213	233	583	207	229	599
Stage 1	-	-	-	-	-	-	553	543	-	541	534	-
Stage 2	-	-	-	-	-	-	535	526	-	535	529	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1084	-	-	1055	-	-	200	225	583	192	221	599
Mov Cap-2 Maneuver	-	-	-	-	-	-	200	225	-	192	221	-
Stage 1	-	-	-	-	-	-	547	538	-	536	520	-
Stage 2	-	-	-	-	-	-	505	512	-	506	524	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			19.3			21.9		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	300	1084	-	-	1055	-	-	194	599
HCM Lane V/C Ratio	0.161	0.008	-	-	0.026	-	-	0.165	0.027
HCM Control Delay (s)	19.3	8.3	0	-	8.5	-	-	27.2	11.2
HCM Lane LOS	C	A	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	0.6	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

existing p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	32	168	39	134	257	56	68	311	190	112	218	28
Future Volume (veh/h)	32	168	39	134	257	56	68	311	190	112	218	28
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	40	210	49	160	306	67	75	342	209	126	245	31
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	159	257	60	267	347	76	626	552	337	400	842	107
Arrive On Green	0.03	0.17	0.17	0.09	0.23	0.23	0.04	0.52	0.52	0.05	0.53	0.53
Sat Flow, veh/h	1781	1467	342	1753	1486	325	1781	1069	654	1753	1602	203
Grp Volume(v), veh/h	40	0	259	160	0	373	75	0	551	126	0	276
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.0	0.0	14.9	7.8	0.0	21.4	2.1	0.0	24.5	3.6	0.0	9.2
Cycle Q Clear(g_c), s	2.0	0.0	14.9	7.8	0.0	21.4	2.1	0.0	24.5	3.6	0.0	9.2
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	159	0	316	267	0	423	626	0	889	400	0	949
V/C Ratio(X)	0.25	0.00	0.82	0.60	0.00	0.88	0.12	0.00	0.62	0.31	0.00	0.29
Avail Cap(c_a), veh/h	189	0	458	311	0	580	643	0	889	448	0	949
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.8	0.0	42.8	31.9	0.0	39.9	11.4	0.0	18.6	14.1	0.0	14.3
Incr Delay (d2), s/veh	0.8	0.0	7.5	2.4	0.0	11.6	0.1	0.0	3.2	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	7.3	3.4	0.0	10.8	0.8	0.0	10.2	1.4	0.0	3.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.6	0.0	50.3	34.3	0.0	51.5	11.4	0.0	21.8	14.6	0.0	15.1
LnGrp LOS	D	A	D	C	A	D	B	A	C	B	A	B
Approach Vol, veh/h		299			533			626			402	
Approach Delay, s/veh		48.5			46.3			20.6			14.9	
Approach LOS		D			D			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.1	60.1	14.3	23.4	9.0	61.2	8.0	29.6				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	53.7	12.5	27.3	5.5	56.7	5.3	34.5				
Max Q Clear Time (g_c+I1), s	5.6	26.5	9.8	16.9	4.1	11.2	4.0	23.4				
Green Ext Time (p_c), s	0.1	4.1	0.1	1.0	0.0	1.8	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay			31.2									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

existing p.m.

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	2	553	4	6	383
Future Vol, veh/h	3	2	553	4	6	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	42	42	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	7	5	595	4	6	395
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1004	597	0	0	599	0
Stage 1	597	-	-	-	-	-
Stage 2	407	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	268	503	-	-	978	-
Stage 1	550	-	-	-	-	-
Stage 2	672	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	266	503	-	-	978	-
Mov Cap-2 Maneuver	266	-	-	-	-	-
Stage 1	550	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	16.4	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	328	978	-	
HCM Lane V/C Ratio	-	-	0.036	0.006	-	
HCM Control Delay (s)	-	-	16.4	8.7	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

existing p.m.

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	26	264	211	45	28	34
Future Vol, veh/h	26	264	211	45	28	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	88	88
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	30	303	232	49	32	39
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	281	0	-	0	620	257
Stage 1	-	-	-	-	257	-
Stage 2	-	-	-	-	363	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1282	-	-	-	452	782
Stage 1	-	-	-	-	786	-
Stage 2	-	-	-	-	704	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1282	-	-	-	439	782
Mov Cap-2 Maneuver	-	-	-	-	439	-
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	704	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.1		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1282	-	-	-	578	
HCM Lane V/C Ratio	0.023	-	-	-	0.122	
HCM Control Delay (s)	7.9	0	-	-	12.1	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.4	

Appendix D

No-Build Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build a.m. - phase I

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	432	23	13	272	9	33	2	29	12	0	4
Future Vol, veh/h	6	432	23	13	272	9	33	2	29	12	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	76	76	76	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	445	24	14	302	10	43	3	38	18	0	6

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	312	0	0	469	0	0	795	797	445	825	816	307
Stage 1	-	-	-	-	-	-	457	457	-	335	335	-
Stage 2	-	-	-	-	-	-	338	340	-	490	481	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1248	-	-	1093	-	-	305	319	613	292	311	733
Stage 1	-	-	-	-	-	-	583	568	-	679	643	-
Stage 2	-	-	-	-	-	-	676	639	-	560	554	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1248	-	-	1093	-	-	298	313	613	268	305	733
Mov Cap-2 Maneuver	-	-	-	-	-	-	298	313	-	268	305	-
Stage 1	-	-	-	-	-	-	579	564	-	674	635	-
Stage 2	-	-	-	-	-	-	662	631	-	519	550	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	16.8	17
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	389	1248	-	-	1093	-	-	268	733
HCM Lane V/C Ratio	0.216	0.005	-	-	0.013	-	-	0.069	0.008
HCM Control Delay (s)	16.8	7.9	0	-	8.3	-	-	19.4	10
HCM Lane LOS	C	A	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.8	0	-	-	0	-	-	0.2	0

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build a.m. - phase I

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	232	35	98	136	56	24	203	114	103	199	11
Future Volume (veh/h)	22	232	35	98	136	56	24	203	114	103	199	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	26	270	41	110	153	63	31	260	146	114	221	12
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	277	319	48	227	303	125	643	554	311	496	903	49
Arrive On Green	0.03	0.20	0.20	0.07	0.24	0.24	0.03	0.50	0.50	0.05	0.52	0.52
Sat Flow, veh/h	1781	1586	241	1753	1259	518	1781	1107	622	1753	1730	94
Grp Volume(v), veh/h	26	0	311	110	0	216	31	0	406	114	0	233
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.1	0.0	16.2	4.7	0.0	10.4	0.8	0.0	15.1	3.1	0.0	6.9
Cycle Q Clear(g_c), s	1.1	0.0	16.2	4.7	0.0	10.4	0.8	0.0	15.1	3.1	0.0	6.9
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	277	0	367	227	0	428	643	0	866	496	0	952
V/C Ratio(X)	0.09	0.00	0.85	0.48	0.00	0.50	0.05	0.00	0.47	0.23	0.00	0.24
Avail Cap(c_a), veh/h	331	0	639	298	0	711	691	0	866	577	0	952
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.2	0.0	38.0	28.9	0.0	32.4	11.2	0.0	16.1	12.0	0.0	12.9
Incr Delay (d2), s/veh	0.1	0.0	5.4	1.6	0.0	0.9	0.0	0.0	1.8	0.2	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	7.7	2.1	0.0	4.5	0.3	0.0	6.2	1.2	0.0	2.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.3	0.0	43.4	30.5	0.0	33.3	11.3	0.0	17.9	12.2	0.0	13.5
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		337			326			437			347	
Approach Delay, s/veh		42.4			32.4			17.4			13.1	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.4	53.9	11.0	24.3	7.4	56.0	7.0	28.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	47.5	10.5	34.5	5.5	51.5	5.5	39.5				
Max Q Clear Time (g_c+I1), s	5.1	17.1	6.7	18.2	2.8	8.9	3.1	12.4				
Green Ext Time (p_c), s	0.1	2.8	0.1	1.6	0.0	1.5	0.0	1.3				
Intersection Summary												
HCM 6th Ctrl Delay			25.6									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

no-build a.m. - phase I

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	341	0	1	347
Future Vol, veh/h	0	7	341	0	1	347
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	379	0	1	377
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	758	379	0	0	379	0
Stage 1	379	-	-	-	-	-
Stage 2	379	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	375	668	-	-	1179	-
Stage 1	692	-	-	-	-	-
Stage 2	692	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	375	668	-	-	1179	-
Mov Cap-2 Maneuver	375	-	-	-	-	-
Stage 1	692	-	-	-	-	-
Stage 2	691	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.5	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	668		1179	-	
HCM Lane V/C Ratio	-	0.014		0.001	-	
HCM Control Delay (s)	-	10.5		8.1	-	
HCM Lane LOS	-	B		A	-	
HCM 95th %tile Q(veh)	-	0		0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build a.m. - phase I

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	163	215	13	41	69
Future Vol, veh/h	21	163	215	13	41	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	22	173	259	16	56	95
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	275	0	-	0	484	267
Stage 1	-	-	-	-	267	-
Stage 2	-	-	-	-	217	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1288	-	-	-	542	772
Stage 1	-	-	-	-	778	-
Stage 2	-	-	-	-	819	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1288	-	-	-	532	772
Mov Cap-2 Maneuver	-	-	-	-	532	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	819	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1288	-	-	-	661	
HCM Lane V/C Ratio	0.017	-	-	-	0.228	
HCM Control Delay (s)	7.8	0	-	-	12	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.9	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build p.m. - phase I

Intersection												
Int Delay, s/veh	2.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	514	28	29	475	32	22	2	24	24	2	13
Future Vol, veh/h	9	514	28	29	475	32	22	2	24	24	2	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	535	29	30	495	33	24	2	26	32	3	17

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	528	0	0	564	0	0	1135	1141	535	1154	1154	512
Stage 1	-	-	-	-	-	-	553	553	-	572	572	-
Stage 2	-	-	-	-	-	-	582	588	-	582	582	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1039	-	-	1008	-	-	179	201	545	174	197	562
Stage 1	-	-	-	-	-	-	517	514	-	505	504	-
Stage 2	-	-	-	-	-	-	499	496	-	499	499	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1039	-	-	1008	-	-	166	192	545	159	189	562
Mov Cap-2 Maneuver	-	-	-	-	-	-	166	192	-	159	189	-
Stage 1	-	-	-	-	-	-	510	507	-	498	489	-
Stage 2	-	-	-	-	-	-	467	481	-	467	493	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			22.6			26.1		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	257	1039	-	-	1008	-	-	161	562
HCM Lane V/C Ratio	0.205	0.009	-	-	0.03	-	-	0.215	0.031
HCM Control Delay (s)	22.6	8.5	0	-	8.7	-	-	33.4	11.6
HCM Lane LOS	C	A	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	0.8	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build p.m. - phase I

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	186	43	148	284	62	75	344	210	124	240	30
Future Volume (veh/h)	35	186	43	148	284	62	75	344	210	124	240	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	44	232	54	176	338	74	82	378	231	139	270	34
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	156	279	65	274	375	82	581	530	324	339	818	103
Arrive On Green	0.03	0.19	0.19	0.10	0.25	0.25	0.04	0.50	0.50	0.06	0.51	0.51
Sat Flow, veh/h	1781	1467	342	1753	1486	325	1781	1069	654	1753	1603	202
Grp Volume(v), veh/h	44	0	286	176	0	412	82	0	609	139	0	304
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.2	0.0	16.9	8.6	0.0	24.4	2.5	0.0	30.6	4.3	0.0	11.0
Cycle Q Clear(g_c), s	2.2	0.0	16.9	8.6	0.0	24.4	2.5	0.0	30.6	4.3	0.0	11.0
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	156	0	344	274	0	457	581	0	854	339	0	921
V/C Ratio(X)	0.28	0.00	0.83	0.64	0.00	0.90	0.14	0.00	0.71	0.41	0.00	0.33
Avail Cap(c_a), veh/h	181	0	461	287	0	563	596	0	854	375	0	921
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.8	0.0	43.2	31.8	0.0	40.2	12.9	0.0	21.8	17.2	0.0	16.0
Incr Delay (d2), s/veh	1.0	0.0	9.3	4.5	0.0	15.4	0.1	0.0	5.0	0.8	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	8.4	4.0	0.0	12.7	1.0	0.0	13.1	1.7	0.0	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.7	0.0	52.5	36.4	0.0	55.6	13.0	0.0	26.9	18.0	0.0	16.9
LnGrp LOS	D	A	D	D	A	E	B	A	C	B	A	B
Approach Vol, veh/h		330			588			691			443	
Approach Delay, s/veh		50.4			49.8			25.2			17.3	
Approach LOS		D			D			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.8	59.5	15.1	25.6	9.1	61.2	8.2	32.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	8.5	53.7	11.5	28.3	5.5	56.7	5.3	34.5				
Max Q Clear Time (g_c+I1), s	6.3	32.6	10.6	18.9	4.5	13.0	4.2	26.4				
Green Ext Time (p_c), s	0.1	4.4	0.0	1.1	0.0	2.0	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay			34.6									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

no-build p.m. - phase I

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	2	611	5	6	423
Future Vol, veh/h	4	2	611	5	6	423
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	4	657	5	6	436
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1108	660	0	0	662	0
Stage 1	660	-	-	-	-	-
Stage 2	448	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	232	463	-	-	927	-
Stage 1	514	-	-	-	-	-
Stage 2	644	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	231	463	-	-	927	-
Mov Cap-2 Maneuver	231	-	-	-	-	-
Stage 1	514	-	-	-	-	-
Stage 2	640	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	18.7	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	277	927	-	
HCM Lane V/C Ratio	-	-	0.048	0.007	-	
HCM Control Delay (s)	-	-	18.7	8.9	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build p.m. - phase I

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	29	291	233	50	30	38
Future Vol, veh/h	29	291	233	50	30	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	33	334	256	55	33	42
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	311	0	-	0	684	284
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	400	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1249	-	-	-	414	755
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	677	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1249	-	-	-	401	755
Mov Cap-2 Maneuver	-	-	-	-	401	-
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	677	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1249	-	-	-	543	
HCM Lane V/C Ratio	0.027	-	-	-	0.139	
HCM Control Delay (s)	8	0	-	-	12.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build a.m. - full build-out

Intersection												
Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	477	25	15	300	9	36	3	32	13	0	4
Future Vol, veh/h	7	477	25	15	300	9	36	3	32	13	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	76	76	76	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	7	492	26	17	333	10	47	4	42	20	0	6

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	343	0	0	518	0	0	881	883	492	914	904	338
Stage 1	-	-	-	-	-	-	506	506	-	372	372	-
Stage 2	-	-	-	-	-	-	375	377	-	542	532	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1216	-	-	1048	-	-	267	285	577	254	277	704
Stage 1	-	-	-	-	-	-	549	540	-	648	619	-
Stage 2	-	-	-	-	-	-	646	616	-	525	526	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1216	-	-	1048	-	-	260	278	577	229	270	704
Mov Cap-2 Maneuver	-	-	-	-	-	-	260	278	-	229	270	-
Stage 1	-	-	-	-	-	-	545	536	-	643	609	-
Stage 2	-	-	-	-	-	-	630	606	-	479	522	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			19.2			19.4		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	347	1216	-	-	1048	-	-	229	704
HCM Lane V/C Ratio	0.269	0.006	-	-	0.016	-	-	0.087	0.009
HCM Control Delay (s)	19.2	8	0	-	8.5	-	-	22.2	10.2
HCM Lane LOS	C	A	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	1.1	0	-	-	0	-	-	0.3	0

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build a.m. - full build-out

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	256	39	109	150	62	27	224	126	114	220	12
Future Volume (veh/h)	24	256	39	109	150	62	27	224	126	114	220	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	28	298	45	122	169	70	35	287	162	127	244	13
Peak Hour Factor	0.86	0.86	0.86	0.89	0.89	0.89	0.78	0.78	0.78	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	282	344	52	229	326	135	605	535	302	447	881	47
Arrive On Green	0.03	0.22	0.22	0.07	0.26	0.26	0.03	0.48	0.48	0.05	0.51	0.51
Sat Flow, veh/h	1781	1587	240	1753	1256	520	1781	1105	624	1753	1732	92
Grp Volume(v), veh/h	28	0	343	122	0	239	35	0	449	127	0	257
Grp Sat Flow(s),veh/h/ln	1781	0	1827	1753	0	1777	1781	0	1728	1753	0	1824
Q Serve(g_s), s	1.2	0.0	18.7	5.4	0.0	11.9	1.0	0.0	18.7	3.7	0.0	8.3
Cycle Q Clear(g_c), s	1.2	0.0	18.7	5.4	0.0	11.9	1.0	0.0	18.7	3.7	0.0	8.3
Prop In Lane	1.00		0.13	1.00		0.29	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	282	0	396	229	0	461	605	0	837	447	0	928
V/C Ratio(X)	0.10	0.00	0.87	0.53	0.00	0.52	0.06	0.00	0.54	0.28	0.00	0.28
Avail Cap(c_a), veh/h	323	0	595	286	0	673	642	0	837	522	0	928
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.3	0.0	39.0	29.1	0.0	32.7	12.6	0.0	18.6	13.8	0.0	14.5
Incr Delay (d2), s/veh	0.2	0.0	8.7	1.9	0.0	0.9	0.0	0.0	2.5	0.3	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	9.2	2.3	0.0	5.2	0.4	0.0	7.8	1.5	0.0	3.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.5	0.0	47.7	31.0	0.0	33.6	12.6	0.0	21.0	14.1	0.0	15.3
LnGrp LOS	C	A	D	C	A	C	B	A	C	B	A	B
Approach Vol, veh/h	371			361			484			384		
Approach Delay, s/veh	46.4			32.7			20.4			14.9		
Approach LOS	D			C			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.2	54.5	11.7	26.9	7.7	57.0	7.3	31.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.1	47.7	10.6	33.6	5.3	52.5	5.1	39.1				
Max Q Clear Time (g_c+l1), s	5.7	20.7	7.4	20.7	3.0	10.3	3.2	13.9				
Green Ext Time (p_c), s	0.1	3.2	0.1	1.7	0.0	1.7	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay	27.9											
HCM 6th LOS	C											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

no-build a.m. - full build-out

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	8	377	0	1	383
Future Vol, veh/h	0	8	377	0	1	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	11	419	0	1	416
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	837	419	0	0	419	0
Stage 1	419	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	337	634	-	-	1140	-
Stage 1	664	-	-	-	-	-
Stage 2	664	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	337	634	-	-	1140	-
Mov Cap-2 Maneuver	337	-	-	-	-	-
Stage 1	664	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.8	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	634	1140	-	
HCM Lane V/C Ratio	-	-	0.017	0.001	-	
HCM Control Delay (s)	-	-	10.8	8.2	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build a.m. - full build-out

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	23	180	237	15	46	76
Future Vol, veh/h	23	180	237	15	46	76
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	24	191	286	18	63	104
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	304	0	-	0	534	295
Stage 1	-	-	-	-	295	-
Stage 2	-	-	-	-	239	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1257	-	-	-	507	744
Stage 1	-	-	-	-	755	-
Stage 2	-	-	-	-	801	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1257	-	-	-	496	744
Mov Cap-2 Maneuver	-	-	-	-	496	-
Stage 1	-	-	-	-	739	-
Stage 2	-	-	-	-	801	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12.8		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1257	-	-	-	626	
HCM Lane V/C Ratio	0.019	-	-	-	0.267	
HCM Control Delay (s)	7.9	0	-	-	12.8	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	1.1	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

no-build p.m. - full build-out

Intersection												
Int Delay, s/veh	2.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	567	31	32	524	35	24	3	27	27	3	15
Future Vol, veh/h	9	567	31	32	524	35	24	3	27	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	91	91	91	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	591	32	33	546	36	26	3	30	36	4	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	582	0	0	623	0	0	1251	1257	591	1272	1271	564
Stage 1	-	-	-	-	-	-	609	609	-	630	630	-
Stage 2	-	-	-	-	-	-	642	648	-	642	641	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	992	-	-	958	-	-	149	171	507	144	168	525
Stage 1	-	-	-	-	-	-	482	485	-	470	475	-
Stage 2	-	-	-	-	-	-	463	466	-	463	469	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	992	-	-	958	-	-	135	163	507	129	160	525
Mov Cap-2 Maneuver	-	-	-	-	-	-	135	163	-	129	160	-
Stage 1	-	-	-	-	-	-	475	478	-	463	459	-
Stage 2	-	-	-	-	-	-	426	450	-	427	462	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			27.9			33.2		
HCM LOS							D			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	216	992	-	-	958	-	-	132	525
HCM Lane V/C Ratio	0.275	0.009	-	-	0.035	-	-	0.303	0.038
HCM Control Delay (s)	27.9	8.7	0	-	8.9	-	-	43.7	12.1
HCM Lane LOS	D	A	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.1	0	-	-	0.1	-	-	1.2	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

no-build p.m. - full build-out

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	205	47	164	314	68	83	379	232	137	265	34
Future Volume (veh/h)	39	205	47	164	314	68	83	379	232	137	265	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	49	256	59	195	374	81	91	416	255	154	298	38
Peak Hour Factor	0.80	0.80	0.80	0.84	0.84	0.84	0.91	0.91	0.91	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	158	306	71	288	411	89	524	495	304	268	777	99
Arrive On Green	0.04	0.21	0.21	0.10	0.28	0.28	0.04	0.46	0.46	0.06	0.49	0.49
Sat Flow, veh/h	1781	1470	339	1753	1490	323	1781	1068	655	1753	1600	204
Grp Volume(v), veh/h	49	0	315	195	0	455	91	0	671	154	0	336
Grp Sat Flow(s),veh/h/ln	1781	0	1809	1753	0	1812	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.4	0.0	18.6	9.4	0.0	27.1	3.0	0.0	38.1	5.1	0.0	13.1
Cycle Q Clear(g_c), s	2.4	0.0	18.6	9.4	0.0	27.1	3.0	0.0	38.1	5.1	0.0	13.1
Prop In Lane	1.00		0.19	1.00		0.18	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	158	0	377	288	0	500	524	0	799	268	0	876
V/C Ratio(X)	0.31	0.00	0.84	0.68	0.00	0.91	0.17	0.00	0.84	0.57	0.00	0.38
Avail Cap(c_a), veh/h	184	0	463	320	0	593	543	0	799	306	0	876
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.6	0.0	42.3	30.6	0.0	39.0	14.9	0.0	26.2	21.8	0.0	18.1
Incr Delay (d2), s/veh	1.1	0.0	10.6	4.9	0.0	16.4	0.2	0.0	10.3	2.0	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	9.4	4.3	0.0	14.2	1.2	0.0	17.4	2.1	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.7	0.0	52.9	35.5	0.0	55.4	15.1	0.0	36.6	23.8	0.0	19.4
LnGrp LOS	D	A	D	D	A	E	B	A	D	C	A	B
Approach Vol, veh/h	364			650			762			490		
Approach Delay, s/veh	50.6			49.4			34.0			20.8		
Approach LOS	D			D			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.6	56.2	15.9	27.7	9.2	58.6	8.4	35.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	50.5	13.5	28.5	5.9	54.1	5.5	36.5				
Max Q Clear Time (g_c+I1), s	7.1	40.1	11.4	20.6	5.0	15.1	4.4	29.1				
Green Ext Time (p_c), s	0.1	3.5	0.1	1.1	0.0	2.3	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay	38.2											
HCM 6th LOS	D											

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

no-build p.m. - full build-out

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	3	674	5	7	467
Future Vol, veh/h	4	3	674	5	7	467
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	7	725	5	7	481
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1223	728	0	0	730	0
Stage 1	728	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	198	423	-	-	874	-
Stage 1	478	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	196	423	-	-	874	-
Mov Cap-2 Maneuver	196	-	-	-	-	-
Stage 1	478	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	20	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	255	874	-	
HCM Lane V/C Ratio	-	-	0.061	0.008	-	
HCM Control Delay (s)	-	-	20	9.2	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

no-build p.m. - full build-out

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	322	257	55	34	42
Future Vol, veh/h	32	322	257	55	34	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	37	370	282	60	38	47
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	342	0	-	0	756	312
Stage 1	-	-	-	-	312	-
Stage 2	-	-	-	-	444	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1217	-	-	-	376	728
Stage 1	-	-	-	-	742	-
Stage 2	-	-	-	-	646	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1217	-	-	-	362	728
Mov Cap-2 Maneuver	-	-	-	-	362	-
Stage 1	-	-	-	-	714	-
Stage 2	-	-	-	-	646	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		13.6		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1217	-	-	-	501	
HCM Lane V/C Ratio	0.03	-	-	-	0.169	
HCM Control Delay (s)	8.1	0	-	-	13.6	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.6	

Appendix E

Future Intersection Operational Analysis

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future phase I a.m.

Intersection												
Int Delay, s/veh	4.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰			↰	↱
Traffic Vol, veh/h	6	432	37	24	272	9	77	2	66	12	0	4
Future Vol, veh/h	6	432	37	24	272	9	77	2	66	12	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	85	85	85	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	6	445	38	27	302	10	91	2	78	18	0	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	312	0	0	483	0	0	821	823	445	877	856	307
Stage 1	-	-	-	-	-	-	457	457	-	361	361	-
Stage 2	-	-	-	-	-	-	364	366	-	516	495	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1248	-	-	1080	-	-	293	309	613	269	295	733
Stage 1	-	-	-	-	-	-	583	568	-	657	626	-
Stage 2	-	-	-	-	-	-	655	623	-	542	546	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1248	-	-	1080	-	-	284	299	613	228	286	733
Mov Cap-2 Maneuver	-	-	-	-	-	-	284	299	-	228	286	-
Stage 1	-	-	-	-	-	-	579	564	-	652	610	-
Stage 2	-	-	-	-	-	-	633	607	-	468	542	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.7			22.3			19.2		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	376	1248	-	-	1080	-	-	228	733			
HCM Lane V/C Ratio	0.454	0.005	-	-	0.025	-	-	0.081	0.008			
HCM Control Delay (s)	22.3	7.9	0	-	8.4	-	-	22.2	10			
HCM Lane LOS	C	A	A	-	A	-	-	C	B			
HCM 95th %tile Q(veh)	2.3	0	-	-	0.1	-	-	0.3	0			

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future phase I a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	236	35	114	148	72	24	203	119	108	199	11
Future Volume (veh/h)	22	236	35	114	148	72	24	203	119	108	199	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	25	271	40	124	161	78	30	257	151	120	221	12
Peak Hour Factor	0.87	0.87	0.87	0.92	0.92	0.92	0.79	0.79	0.79	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	264	318	47	236	294	142	639	540	317	491	901	49
Arrive On Green	0.02	0.20	0.20	0.07	0.25	0.25	0.03	0.50	0.50	0.05	0.52	0.52
Sat Flow, veh/h	1781	1593	235	1753	1190	577	1781	1087	639	1753	1730	94
Grp Volume(v), veh/h	25	0	311	124	0	239	30	0	408	120	0	233
Grp Sat Flow(s),veh/h/ln	1781	0	1828	1753	0	1767	1781	0	1726	1753	0	1824
Q Serve(g_s), s	1.1	0.0	16.5	5.4	0.0	11.8	0.8	0.0	15.7	3.3	0.0	7.1
Cycle Q Clear(g_c), s	1.1	0.0	16.5	5.4	0.0	11.8	0.8	0.0	15.7	3.3	0.0	7.1
Prop In Lane	1.00		0.13	1.00		0.33	1.00		0.37	1.00		0.05
Lane Grp Cap(c), veh/h	264	0	365	236	0	436	639	0	857	491	0	949
V/C Ratio(X)	0.09	0.00	0.85	0.53	0.00	0.55	0.05	0.00	0.48	0.24	0.00	0.25
Avail Cap(c_a), veh/h	317	0	610	296	0	680	686	0	857	569	0	949
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.9	0.0	38.8	29.0	0.0	32.9	11.6	0.0	16.7	12.4	0.0	13.2
Incr Delay (d2), s/veh	0.2	0.0	6.0	1.8	0.0	1.1	0.0	0.0	1.9	0.3	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	7.9	2.4	0.0	5.1	0.3	0.0	6.4	1.3	0.0	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.0	0.0	44.8	30.8	0.0	34.0	11.7	0.0	18.6	12.6	0.0	13.9
LnGrp LOS	C	A	D	C	A	C	B	A	B	B	A	B
Approach Vol, veh/h		336			363			438			353	
Approach Delay, s/veh		43.8			32.9			18.1			13.4	
Approach LOS		D			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.7	54.4	11.8	24.6	7.3	56.8	7.0	29.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.7	48.1	10.7	33.5	5.5	52.3	5.5	38.7				
Max Q Clear Time (g_c+I1), s	5.3	17.7	7.4	18.5	2.8	9.1	3.1	13.8				
Green Ext Time (p_c), s	0.1	2.9	0.1	1.6	0.0	1.5	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay			26.4									
HCM 6th LOS			C									

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future phase I a.m.

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	346	0	1	363
Future Vol, veh/h	0	7	346	0	1	363
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	0	9	384	0	1	395
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	781	384	0	0	384	0
Stage 1	384	-	-	-	-	-
Stage 2	397	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	363	664	-	-	1174	-
Stage 1	688	-	-	-	-	-
Stage 2	679	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	363	664	-	-	1174	-
Mov Cap-2 Maneuver	363	-	-	-	-	-
Stage 1	688	-	-	-	-	-
Stage 2	678	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.5	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	664	1174	-	
HCM Lane V/C Ratio	-	-	0.014	0.001	-	
HCM Control Delay (s)	-	-	10.5	8.1	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future phase I a.m.

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	163	215	13	41	69
Future Vol, veh/h	21	163	215	13	41	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	73	73
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	22	173	259	16	56	95
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	275	0	-	0	484	267
Stage 1	-	-	-	-	267	-
Stage 2	-	-	-	-	217	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1288	-	-	-	542	772
Stage 1	-	-	-	-	778	-
Stage 2	-	-	-	-	819	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1288	-	-	-	532	772
Mov Cap-2 Maneuver	-	-	-	-	532	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	819	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		12		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1288	-	-	-	661	
HCM Lane V/C Ratio	0.017	-	-	-	0.228	
HCM Control Delay (s)	7.8	0	-	-	12	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.9	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future phase I p.m.

Intersection												
Int Delay, s/veh	4.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	514	65	74	475	32	44	2	51	24	2	13
Future Vol, veh/h	9	514	65	74	475	32	44	2	51	24	2	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	98	98	98	94	94	94	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	530	67	76	485	33	47	2	54	32	3	17

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	518	0	0	597	0	0	1212	1218	530	1264	1269	502
Stage 1	-	-	-	-	-	-	548	548	-	654	654	-
Stage 2	-	-	-	-	-	-	664	670	-	610	615	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1048	-	-	980	-	-	159	181	549	146	168	569
Stage 1	-	-	-	-	-	-	521	517	-	456	463	-
Stage 2	-	-	-	-	-	-	450	455	-	482	482	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1048	-	-	980	-	-	142	165	549	121	153	569
Mov Cap-2 Maneuver	-	-	-	-	-	-	142	165	-	121	153	-
Stage 1	-	-	-	-	-	-	514	510	-	450	427	-
Stage 2	-	-	-	-	-	-	400	420	-	427	476	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.1			32			34.1		
HCM LOS							D			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	234	1048	-	-	980	-	-	123	569
HCM Lane V/C Ratio	0.441	0.009	-	-	0.077	-	-	0.282	0.03
HCM Control Delay (s)	32	8.5	0	-	9	-	-	45.4	11.5
HCM Lane LOS	D	A	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	2.1	0	-	-	0.2	-	-	1.1	0.1

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future phase I p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	190	43	160	287	69	75	344	231	136	240	30
Future Volume (veh/h)	35	190	43	160	287	69	75	344	231	136	240	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	44	238	54	186	334	80	82	378	254	151	267	33
Peak Hour Factor	0.80	0.80	0.80	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	159	277	63	277	372	89	578	497	334	318	809	100
Arrive On Green	0.03	0.19	0.19	0.10	0.25	0.25	0.04	0.48	0.48	0.06	0.50	0.50
Sat Flow, veh/h	1781	1475	335	1753	1458	349	1781	1027	690	1753	1606	199
Grp Volume(v), veh/h	44	0	292	186	0	414	82	0	632	151	0	300
Grp Sat Flow(s),veh/h/ln	1781	0	1810	1753	0	1807	1781	0	1717	1753	0	1805
Q Serve(g_s), s	2.1	0.0	17.0	8.9	0.0	24.1	2.5	0.0	32.7	4.7	0.0	10.8
Cycle Q Clear(g_c), s	2.1	0.0	17.0	8.9	0.0	24.1	2.5	0.0	32.7	4.7	0.0	10.8
Prop In Lane	1.00		0.18	1.00		0.19	1.00		0.40	1.00		0.11
Lane Grp Cap(c), veh/h	159	0	340	277	0	461	578	0	832	318	0	909
V/C Ratio(X)	0.28	0.00	0.86	0.67	0.00	0.90	0.14	0.00	0.76	0.48	0.00	0.33
Avail Cap(c_a), veh/h	222	0	489	301	0	572	590	0	832	365	0	909
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.2	0.0	42.8	31.2	0.0	39.2	13.2	0.0	22.9	18.4	0.0	16.1
Incr Delay (d2), s/veh	0.9	0.0	10.3	5.2	0.0	14.9	0.1	0.0	6.5	1.1	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	8.5	4.1	0.0	12.4	1.0	0.0	14.2	1.9	0.0	4.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.1	0.0	53.1	36.4	0.0	54.0	13.3	0.0	29.4	19.5	0.0	17.0
LnGrp LOS	D	A	D	D	A	D	B	A	C	B	A	B
Approach Vol, veh/h	336			600			714			451		
Approach Delay, s/veh	50.8			48.6			27.5			17.8		
Approach LOS	D			D			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	57.2	15.5	24.9	9.1	59.3	8.2	32.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.6	50.5	12.5	29.4	5.3	54.8	7.5	34.4				
Max Q Clear Time (g_c+I1), s	6.7	34.7	10.9	19.0	4.5	12.8	4.1	26.1				
Green Ext Time (p_c), s	0.1	4.1	0.1	1.2	0.0	2.0	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay	35.2											
HCM 6th LOS	D											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future phase I p.m.

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	2	632	5	6	435
Future Vol, veh/h	4	2	632	5	6	435
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	45	45	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	9	4	680	5	6	448
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1143	683	0	0	685	0
Stage 1	683	-	-	-	-	-
Stage 2	460	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	221	449	-	-	908	-
Stage 1	502	-	-	-	-	-
Stage 2	636	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	449	-	-	908	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	502	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	19.4	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	264	908	-	
HCM Lane V/C Ratio	-	-	0.051	0.007	-	
HCM Control Delay (s)	-	-	19.4	9	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future phase I p.m.

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	29	291	233	50	30	38
Future Vol, veh/h	29	291	233	50	30	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	90	90
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	33	334	256	55	33	42
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	311	0	-	0	684	284
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	400	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1249	-	-	-	414	755
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	677	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1249	-	-	-	401	755
Mov Cap-2 Maneuver	-	-	-	-	401	-
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	677	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		12.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1249	-	-	-	543	
HCM Lane V/C Ratio	0.027	-	-	-	0.139	
HCM Control Delay (s)	8	0	-	-	12.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out a.m.

Intersection												
Int Delay, s/veh	6.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	477	42	35	300	9	86	3	95	13	0	4
Future Vol, veh/h	7	477	42	35	300	9	86	3	95	13	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	90	90	90	88	88	88	65	65	65
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	7	492	43	39	333	10	98	3	108	20	0	6

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	343	0	0	535	0	0	925	927	492	999	965	338
Stage 1	-	-	-	-	-	-	506	506	-	416	416	-
Stage 2	-	-	-	-	-	-	419	421	-	583	549	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1216	-	-	1033	-	-	250	268	577	222	255	704
Stage 1	-	-	-	-	-	-	549	540	-	614	592	-
Stage 2	-	-	-	-	-	-	612	589	-	498	516	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1216	-	-	1033	-	-	239	256	577	172	243	704
Mov Cap-2 Maneuver	-	-	-	-	-	-	239	256	-	172	243	-
Stage 1	-	-	-	-	-	-	545	536	-	609	570	-
Stage 2	-	-	-	-	-	-	584	567	-	399	512	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.9			30.6			24.3		
HCM LOS							D			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	343	1216	-	-	1033	-	-	172	704
HCM Lane V/C Ratio	0.61	0.006	-	-	0.038	-	-	0.116	0.009
HCM Control Delay (s)	30.6	8	0	-	8.6	-	-	28.7	10.2
HCM Lane LOS	D	A	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	3.8	0	-	-	0.1	-	-	0.4	0

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future full build-out a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	264	39	109	173	89	27	224	126	123	220	12
Future Volume (veh/h)	24	264	39	109	173	89	27	224	126	123	220	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	28	303	45	118	188	97	34	284	159	137	244	13
Peak Hour Factor	0.87	0.87	0.87	0.92	0.92	0.92	0.79	0.79	0.79	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	248	350	52	227	304	157	601	529	296	450	876	47
Arrive On Green	0.03	0.22	0.22	0.07	0.26	0.26	0.03	0.48	0.48	0.06	0.51	0.51
Sat Flow, veh/h	1781	1591	236	1753	1163	600	1781	1108	621	1753	1732	92
Grp Volume(v), veh/h	28	0	348	118	0	285	34	0	443	137	0	257
Grp Sat Flow(s),veh/h/ln	1781	0	1828	1753	0	1762	1781	0	1729	1753	0	1824
Q Serve(g_s), s	1.2	0.0	18.8	5.1	0.0	14.6	1.0	0.0	18.4	4.0	0.0	8.3
Cycle Q Clear(g_c), s	1.2	0.0	18.8	5.1	0.0	14.6	1.0	0.0	18.4	4.0	0.0	8.3
Prop In Lane	1.00		0.13	1.00		0.34	1.00		0.36	1.00		0.05
Lane Grp Cap(c), veh/h	248	0	402	227	0	460	601	0	825	450	0	922
V/C Ratio(X)	0.11	0.00	0.87	0.52	0.00	0.62	0.06	0.00	0.54	0.30	0.00	0.28
Avail Cap(c_a), veh/h	289	0	617	288	0	688	639	0	825	536	0	922
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.0	0.0	38.4	28.8	0.0	33.3	12.8	0.0	18.8	13.8	0.0	14.5
Incr Delay (d2), s/veh	0.2	0.0	8.0	1.8	0.0	1.4	0.0	0.0	2.5	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	9.2	2.2	0.0	6.3	0.4	0.0	7.7	1.6	0.0	3.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.2	0.0	46.4	30.6	0.0	34.6	12.8	0.0	21.3	14.2	0.0	15.3
LnGrp LOS	C	A	D	C	A	C	B	A	C	B	A	B
Approach Vol, veh/h	376			403			477			394		
Approach Delay, s/veh	45.2			33.5			20.7			14.9		
Approach LOS	D			C			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.5	53.3	11.5	27.0	7.6	56.2	7.2	31.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.0	46.0	10.5	34.5	5.3	51.7	5.1	39.9				
Max Q Clear Time (g_c+I1), s	6.0	20.4	7.1	20.8	3.0	10.3	3.2	16.6				
Green Ext Time (p_c), s	0.1	3.1	0.1	1.8	0.0	1.7	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay	28.0											
HCM 6th LOS	C											

Mulberry Street Subdivision Flowery Branch

3: Atlanta Highway & Flowery Way

future full build-out a.m.

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	8	377	6	1	383
Future Vol, veh/h	21	8	377	6	1	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	90	90	92	92
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	26	10	419	7	1	416
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	841	423	0	0	426	0
Stage 1	423	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	335	631	-	-	1133	-
Stage 1	661	-	-	-	-	-
Stage 2	664	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	335	631	-	-	1133	-
Mov Cap-2 Maneuver	335	-	-	-	-	-
Stage 1	661	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	15.3	0	0			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	385	1133	-	
HCM Lane V/C Ratio	-	-	0.094	0.001	-	
HCM Control Delay (s)	-	-	15.3	8.2	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.3	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future full build-out a.m.

Intersection						
Int Delay, s/veh	3.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	26	180	237	20	62	83
Future Vol, veh/h	26	180	237	20	62	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	83	83	80	80
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	28	191	286	24	78	104
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	310	0	-	0	545	298
Stage 1	-	-	-	-	298	-
Stage 2	-	-	-	-	247	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1250	-	-	-	499	741
Stage 1	-	-	-	-	753	-
Stage 2	-	-	-	-	794	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1250	-	-	-	487	741
Mov Cap-2 Maneuver	-	-	-	-	487	-
Stage 1	-	-	-	-	734	-
Stage 2	-	-	-	-	794	-
Approach	EB	WB		SB		
HCM Control Delay, s	1	0		13.5		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1250	-	-	-	606	
HCM Lane V/C Ratio	0.022	-	-	-	0.299	
HCM Control Delay (s)	7.9	0	-	-	13.5	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	1.3	

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out p.m.

Intersection												
Int Delay, s/veh	7.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Future Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	99	99	99	96	96	96	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	585	61	126	529	35	43	3	85	36	4	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	564	0	0	646	0	0	1414	1419	585	1477	1463	547
Stage 1	-	-	-	-	-	-	603	603	-	799	799	-
Stage 2	-	-	-	-	-	-	811	816	-	678	664	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	939	-	-	115	137	511	104	129	537
Stage 1	-	-	-	-	-	-	486	488	-	379	398	-
Stage 2	-	-	-	-	-	-	373	391	-	442	458	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1008	-	-	939	-	-	96	117	511	75	110	537
Mov Cap-2 Maneuver	-	-	-	-	-	-	96	117	-	75	110	-
Stage 1	-	-	-	-	-	-	479	481	-	374	345	-
Stage 2	-	-	-	-	-	-	307	339	-	361	452	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.7			49.4			66.7		
HCM LOS							E			F		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	205	1008	-	-	939	-	-	77	537
HCM Lane V/C Ratio	0.64	0.009	-	-	0.134	-	-	0.519	0.037
HCM Control Delay (s)	49.4	8.6	0	-	9.4	-	-	94	12
HCM Lane LOS	E	A	A	-	A	-	-	F	B
HCM 95th %tile Q(veh)	3.8	0	-	-	0.5	-	-	2.2	0.1

Mulberry Street Subdivision Flowery Branch
1: Mulberry Street & Phil Niekro Boulevard

future full build-out p.m. with mitigation

Intersection												
Int Delay, s/veh	6.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰	↱	↰	↱			↰	↱		↰	↱
Traffic Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Future Vol, veh/h	9	567	59	125	524	35	41	3	82	27	3	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	80	80	-	-	-	-	100	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	99	99	99	96	96	96	75	75	75
Heavy Vehicles, %	2	4	2	2	4	2	2	2	2	2	2	2
Mvmt Flow	9	585	61	126	529	35	43	3	85	36	4	20
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	564	0	0	646	0	0	1414	1419	585	1477	1463	547
Stage 1	-	-	-	-	-	-	603	603	-	799	799	-
Stage 2	-	-	-	-	-	-	811	816	-	678	664	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1008	-	-	939	-	-	115	137	511	104	129	537
Stage 1	-	-	-	-	-	-	486	488	-	379	398	-
Stage 2	-	-	-	-	-	-	373	391	-	442	458	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1008	-	-	939	-	-	96	117	511	75	110	537
Mov Cap-2 Maneuver	-	-	-	-	-	-	96	117	-	75	110	-
Stage 1	-	-	-	-	-	-	479	481	-	374	345	-
Stage 2	-	-	-	-	-	-	307	339	-	361	452	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			1.7			33.8			66.7		
HCM LOS							D			F		
Minor Lane/Major Mvmt	NBLn1 NBLn2		EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2		
Capacity (veh/h)	97	511	1008	-	-	939	-	-	77	537		
HCM Lane V/C Ratio	0.473	0.167	0.009	-	-	0.134	-	-	0.519	0.037		
HCM Control Delay (s)	71.7	13.5	8.6	0	-	9.4	-	-	94	12		
HCM Lane LOS	F	B	A	A	-	A	-	-	F	B		
HCM 95th %tile Q(veh)	2	0.6	0	-	-	0.5	-	-	2.2	0.1		

Mulberry Street Subdivision Flowery Branch

2: Atlanta Highway & Snelling Avenue/Phil Niekro Boulevard

future full build-out p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	213	47	164	319	80	83	379	232	157	265	34
Future Volume (veh/h)	39	213	47	164	319	80	83	379	232	157	265	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1841	1870	1841	1870	1841	1841	1841	1841	1870
Adj Flow Rate, veh/h	49	266	59	191	371	93	91	416	255	174	294	38
Peak Hour Factor	0.80	0.80	0.80	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	4	2	4	2	4	4	4	4	2
Cap, veh/h	156	320	71	285	405	102	522	485	297	267	769	99
Arrive On Green	0.03	0.22	0.22	0.10	0.28	0.28	0.04	0.45	0.45	0.07	0.48	0.48
Sat Flow, veh/h	1781	1482	329	1753	1443	362	1781	1068	655	1753	1597	206
Grp Volume(v), veh/h	49	0	325	191	0	464	91	0	671	174	0	332
Grp Sat Flow(s),veh/h/ln	1781	0	1811	1753	0	1805	1781	0	1723	1753	0	1804
Q Serve(g_s), s	2.4	0.0	19.3	9.2	0.0	27.9	3.0	0.0	39.1	5.8	0.0	13.1
Cycle Q Clear(g_c), s	2.4	0.0	19.3	9.2	0.0	27.9	3.0	0.0	39.1	5.8	0.0	13.1
Prop In Lane	1.00		0.18	1.00		0.20	1.00		0.38	1.00		0.11
Lane Grp Cap(c), veh/h	156	0	391	285	0	507	522	0	782	267	0	869
V/C Ratio(X)	0.31	0.00	0.83	0.67	0.00	0.92	0.17	0.00	0.86	0.65	0.00	0.38
Avail Cap(c_a), veh/h	181	0	476	305	0	587	540	0	782	292	0	869
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.4	0.0	42.1	30.5	0.0	39.1	15.5	0.0	27.4	22.9	0.0	18.5
Incr Delay (d2), s/veh	1.1	0.0	10.0	5.1	0.0	17.6	0.2	0.0	11.7	4.5	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	9.6	4.2	0.0	14.7	1.2	0.0	18.1	2.6	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.6	0.0	52.1	35.6	0.0	56.7	15.7	0.0	39.2	27.5	0.0	19.8
LnGrp LOS	D	A	D	D	A	E	B	A	D	C	A	B
Approach Vol, veh/h	374			655			762			506		
Approach Delay, s/veh	49.9			50.5			36.3			22.4		
Approach LOS	D			D			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.4	55.5	15.7	28.8	9.3	58.6	8.4	36.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	50.5	12.5	29.5	5.9	54.1	5.5	36.5				
Max Q Clear Time (g_c+I1), s	7.8	41.1	11.2	21.3	5.0	15.1	4.4	29.9				
Green Ext Time (p_c), s	0.1	3.3	0.1	1.2	0.0	2.2	0.0	1.6				
Intersection Summary												
HCM 6th Ctrl Delay	39.5											
HCM 6th LOS	D											

Mulberry Street Subdivision Flowery Branch
3: Atlanta Highway & Flowery Way

future full build-out p.m.

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	3	674	34	7	467
Future Vol, veh/h	21	3	674	34	7	467
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	40	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	93	93	97	97
Heavy Vehicles, %	2	2	4	2	2	4
Mvmt Flow	28	4	725	37	7	481
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1239	744	0	0	762	0
Stage 1	744	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	194	415	-	-	850	-
Stage 1	470	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	192	415	-	-	850	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	470	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	25.7	0	0.1			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	206	850	-	
HCM Lane V/C Ratio	-	-	0.155	0.008	-	
HCM Control Delay (s)	-	-	25.7	9.3	-	
HCM Lane LOS	-	-	D	A	-	
HCM 95th %tile Q(veh)	-	-	0.5	0	-	

Mulberry Street Subdivision Flowery Branch
4: Wade Orr Road & Compass Drive

future full build-out p.m.

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	42	322	257	64	39	48
Future Vol, veh/h	42	322	257	64	39	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	91	91	91	91
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	48	370	282	70	43	53
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	352	0	-	0	783	317
Stage 1	-	-	-	-	317	-
Stage 2	-	-	-	-	466	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1207	-	-	-	362	724
Stage 1	-	-	-	-	738	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1207	-	-	-	344	724
Mov Cap-2 Maneuver	-	-	-	-	344	-
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	632	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		14.3		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1207	-	-	-	484	
HCM Lane V/C Ratio	0.04	-	-	-	0.198	
HCM Control Delay (s)	8.1	0	-	-	14.3	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.7	

Appendix F

Programmed System Improvement Information Sheets

2050 Regional Transportation Plan 2020 Update

Project Name SR 13 From Radford road to South of SR 53	GHMPO No. GH-033	GDOT No. 0001822
	County Hall	City Oakwood/Flowery Bra
Local Rd. Name Falcon Pkwy	GDOT District 1	Cong. District 9
US/State Rd. Name SR 13	Map ID 33	RC GMRC

Project Description

The widening from two to four lanes of SR 13/ Falcon Parkway (Atlanta Highway) from Radford Road to south of SR 53/Winder Highway.

Improvement Type Widening **Regionally Significant** Yes **Capacity Adding** Yes **Funding Source** GDOT

Project Intent

To improve mobility and decrease congestion along this important north/south link in the southwestern section of Hall County.

Project Termini From Radford Road To SR 53/Winder Highway	Length (miles) 4.0	
	Exist. Lanes 2	Future Lanes 4
Bike / Ped. Sidewalks, bike lanes on State Bike Route 55	Exist. Vol. 5,500 (2015)	Design Vol. 9,280 (2050)
Connectivity I-985		
Network Year 2050+	LRTP Project Tier: Project Band 4 - Unfunded	Open to Traffic Date 2050+

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
Precons	Pre-Engineering	L200		\$1,098,873	\$4,395,493	\$0	
Precons	Right-of-Way	L200	\$0	\$4,664,340	\$18,657,362	\$0	\$23,321,702
Precons	Construction	L200	\$0	\$13,735,915	\$54,943,660	\$0	\$68,679,575
Precons	Utilities	L1C0	\$0	\$1,774,964	\$7,099,857	\$0	\$8,874,821
		TOTAL	\$0	\$21,274,092	\$85,096,372	\$0	\$100,876,098



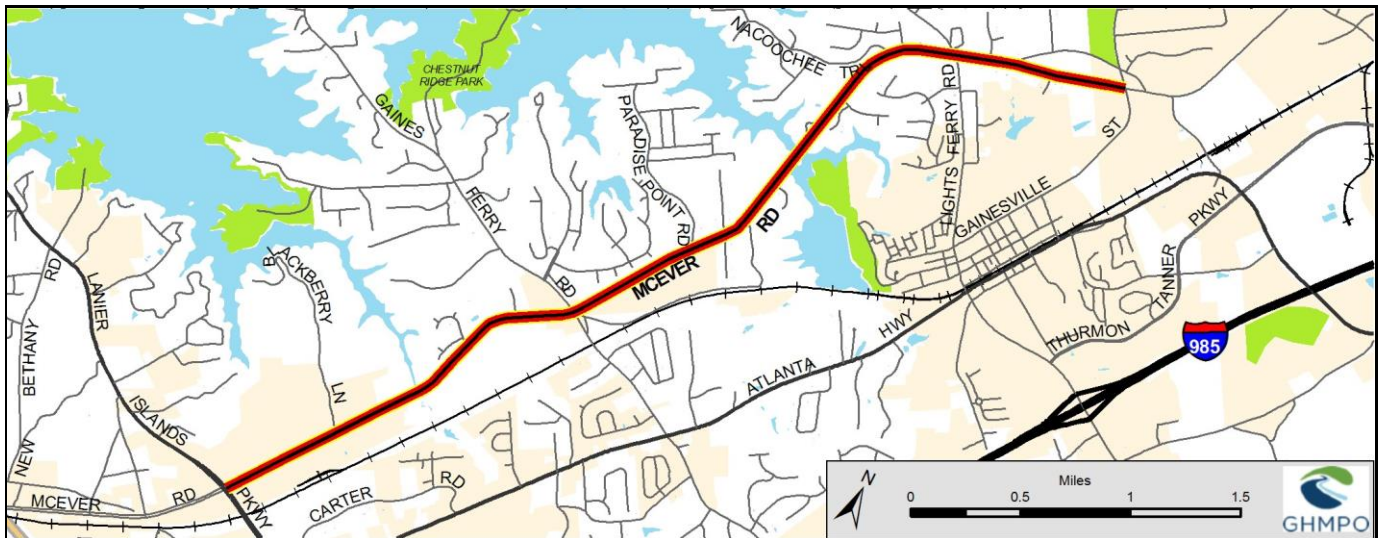
2050 Regional Transportation Plan 2020 Update

Project Name McEver Road From SR 347/Lanier Islands Parkway To CS 537/Gainesville Street	GHMPO No. GH-084	GDOT No. 0001821
	County Hall	City Buford, Flowery Branch
Local Rd. Name McEver Rd	GDOT District 1	Cong. District 9
US/State Rd. Name N/A	Map ID 84	RC GMRC

Project Description McEver Road from SR 347/Lanier Islands Parkway to CS 537/Gainesville Street			
Improvement Type Widening	Regionally Significant Yes	Capacity Adding Yes	Funding Source Split
Project Intent Improve access to a rapidly growing area in Hall County.			

Project Termini From Lanier islands pkwy To Gainesville St	Length (miles) 5.1	
	Exist. Lanes 2	Future Lanes 4
Bike / Ped. Sidewalks, bike lanes recommended	Exist. Vol. 3,560 (2015)	Design Vol. 9,530 (2050)
Connectivity SR 347/Lanier Islands Pkwy		
Network Year 2040	LRTP Project Tier: Project band 3 (2031-2040)	Open to Traffic Date 2034

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2019	Pre-Engineering	LOCAL	\$2,753,516	\$671,304	\$2,685,216	\$0	\$6,110,036
LR	Right-of-Way	LOCAL	\$2,880,888	\$0	\$0	\$0	\$2,880,888
LR	Construction	State/Federal	\$0	\$10,855,041	\$43,420,166	\$0	\$54,275,207
LR	Utilities	LOCAL	\$15,505,732	\$0	\$0	\$0	\$15,505,732
		TOTAL	\$21,140,136	\$11,526,345	\$46,105,382	\$0	\$78,771,863



2050 Regional Transportation Plan 2020 Update

Project Name SR 13 at I-985 & At cr 527/Thurmon Tanner Pkwy	GHMPO No. GH-129	GDOT No. 0016616
	County Hall	City Flowery Branch
Local Rd. Name Atlanta Hwy, Falcon Pkwy	GDOT District 1	Cong. District 9
US/State Rd. Name SR 13	Map ID	RC GMRC

Project Description

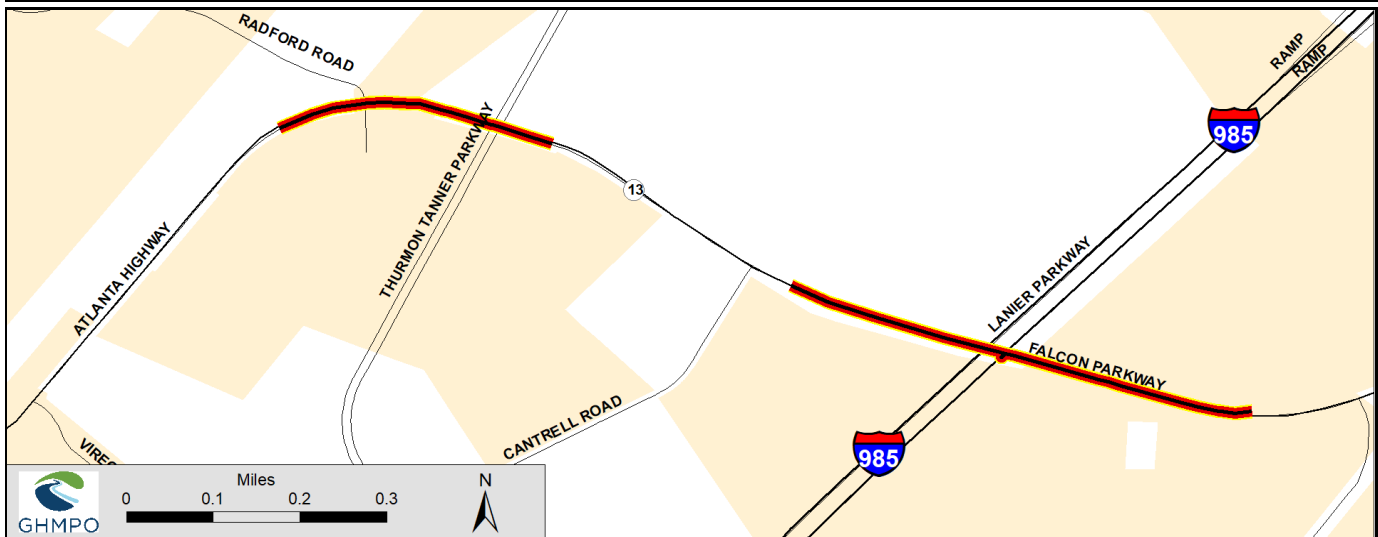
This project will add turning capacity to Thurmon Tanner Pkwy by converting the existing thru lane into a thru-right lane on I-985 Off-ramp by shifting and narrowing the median. These changes will increase capacity.

Improvement Type Operations **Regionally Significant** Yes **Capacity Adding** Yes **Funding Source** GDOT

Project Intent

Project Termini	From Just West of Radford Road	Length (miles) .8	
	To Just East of I-985	Exist. Lanes N/A	Future Lanes N/A
Bike / Ped.		Exist. Vol. 4,605 (2015)	Design Vol. 8,000 (2050)
Connectivity I-985			
Network Year 2040	LRTP Project Tier: Project Band 3 (2031-2040)	Open to Traffic Date (2031-	

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2021	Utilities	HB 170	\$0	\$86,364	\$0	\$0	\$86,364
2021	Construction	HB 170	\$0	\$719,701	\$0	\$0	\$719,701
Auth.	Pre-Engineering		\$0	\$0	\$0	\$0	\$0
Auth.	Right-of-Way		\$0	\$0	\$0	\$0	\$0
		TOTAL	\$0	\$806,065	\$0	\$0	\$806,065



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 625

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 9.8+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5558 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002008A AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 9.8. +/- acre tract of land identified as tax parcel 08117 002008A; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

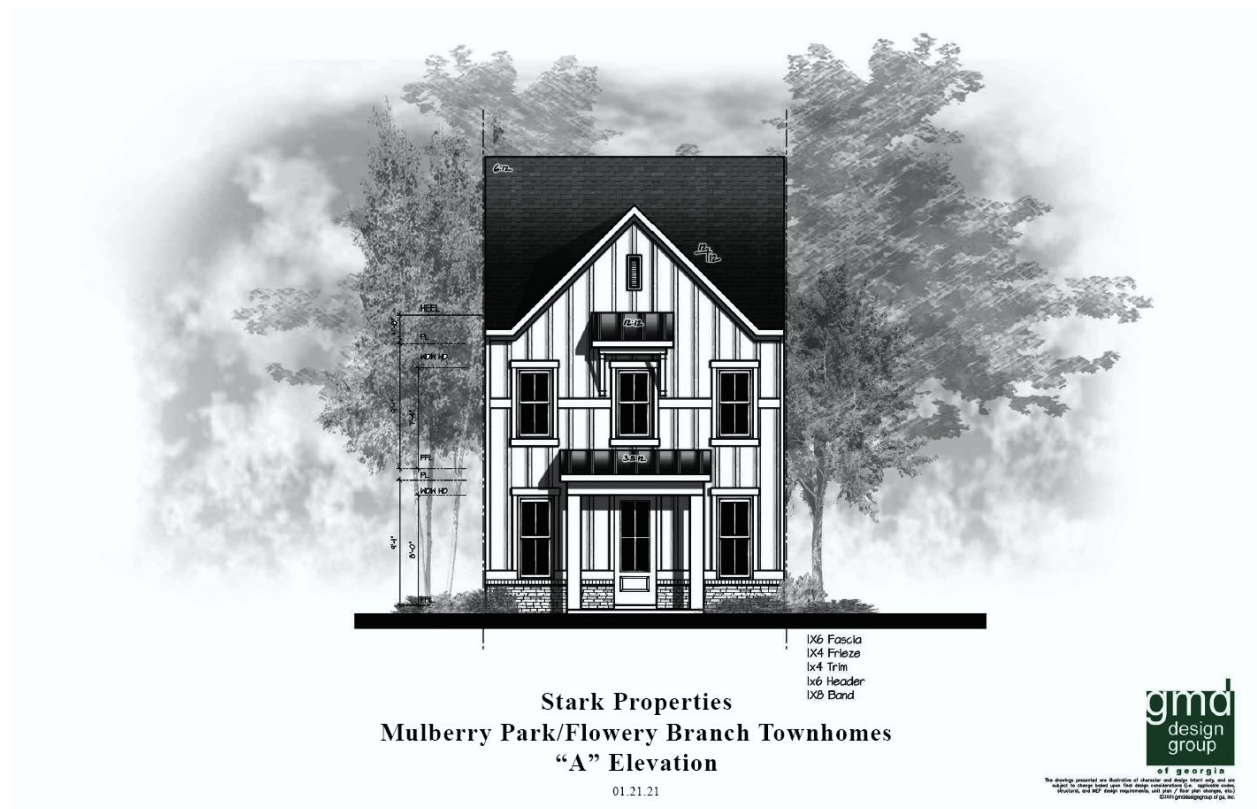
Exhibit “A”

Exhibit “B”

Exhibit “C”

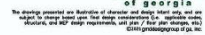
Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



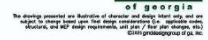


01.21.21





01.22.21





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

01.22.21

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



of georgia
 The drawings presented are illustrations of concepts and design ideas only and are subject to change without notice. They are not to be used for construction, site, material, finish, structure, and MEP design requirements. All drawings are the property of GMD, Inc. ©2011 gmdgroup.com GMD, Inc.



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 codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.)

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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 626

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 28.54+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002016D AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 28.54. +/- acre tract of land identified as tax parcel 08117 002016D; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

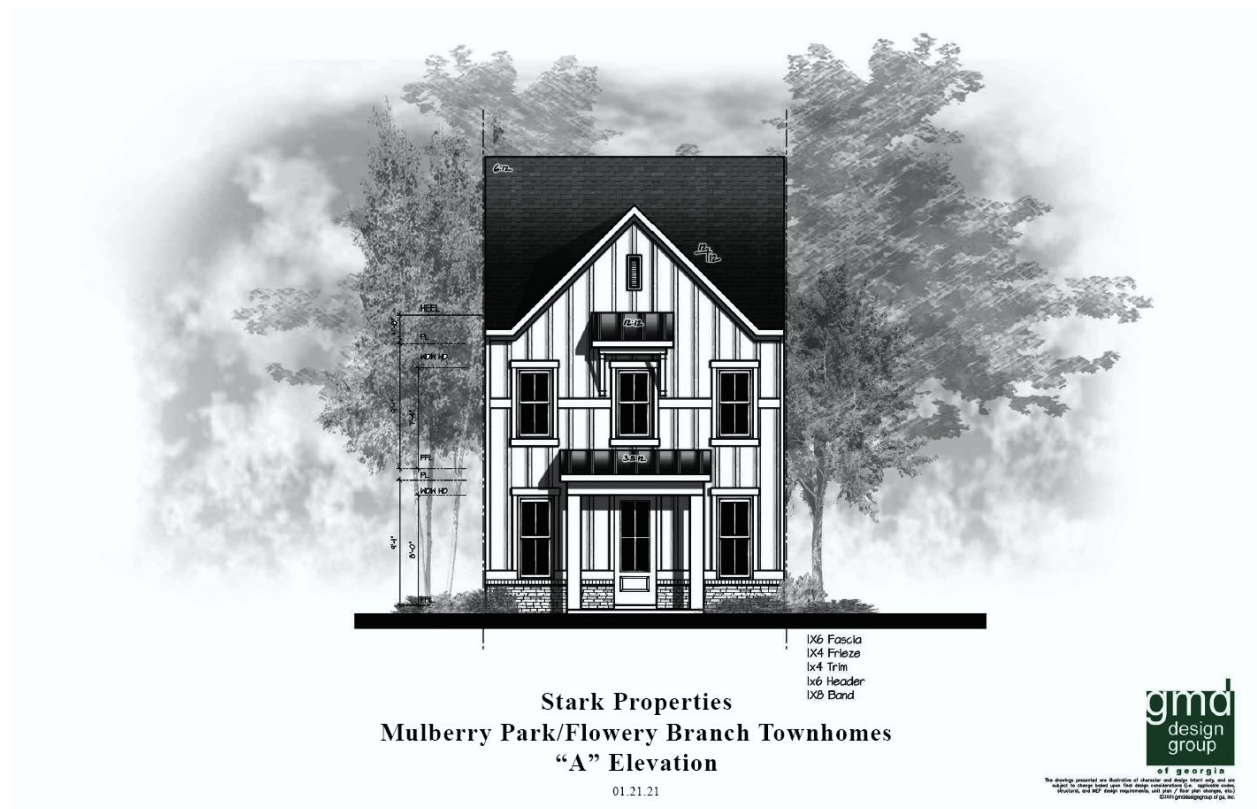
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:









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

01.22.21

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



of georgia
 The drawings presented are illustrations of concepts and design intent only and are subject to change without notice. They are not to be used for construction, site, material, finish, structure, and MEP design requirements. All drawings are the property of GMD, Inc. ©2011 gmdgroup.com

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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 627

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 7.63+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5675 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002016B AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 7.63+/- acre tract of land identified as tax parcel 08117 002016B; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

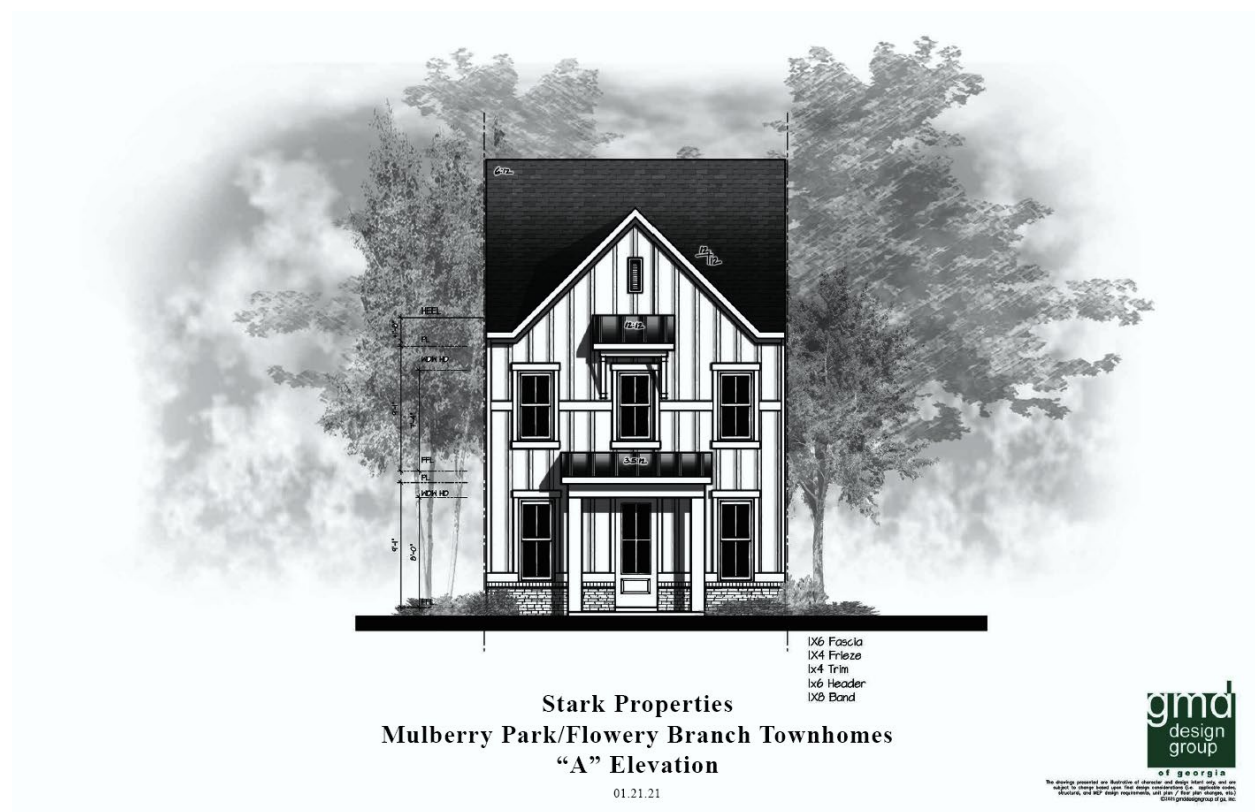
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

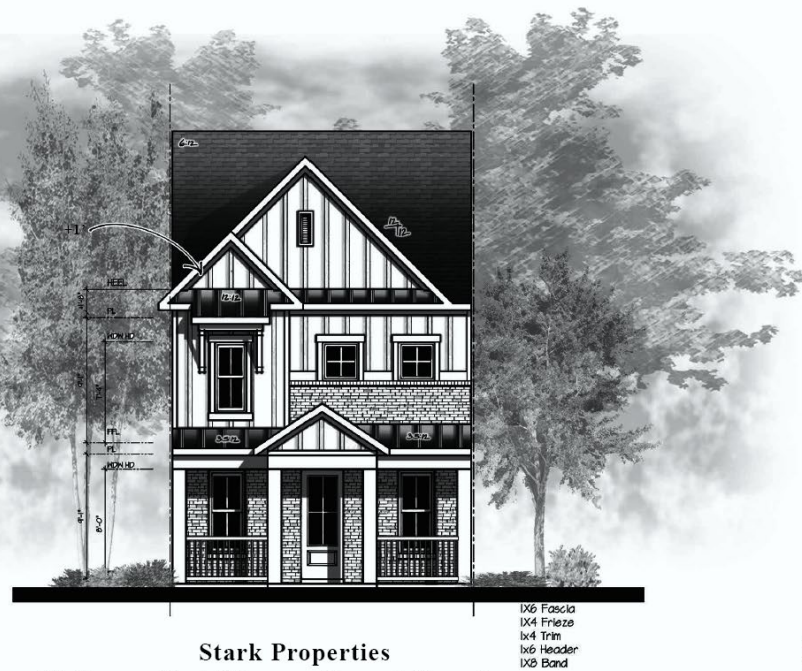


Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



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

01.21.21



The drawings presented are a reproduction of the original design and are not to be used for construction. They are subject to change without notice. This design is intended for informational purposes only and does not constitute a contract. All other drawings, specifications, and notes shall govern. ©2021 gmd design group, LLC.

Public Hearing Published
Public Hearing

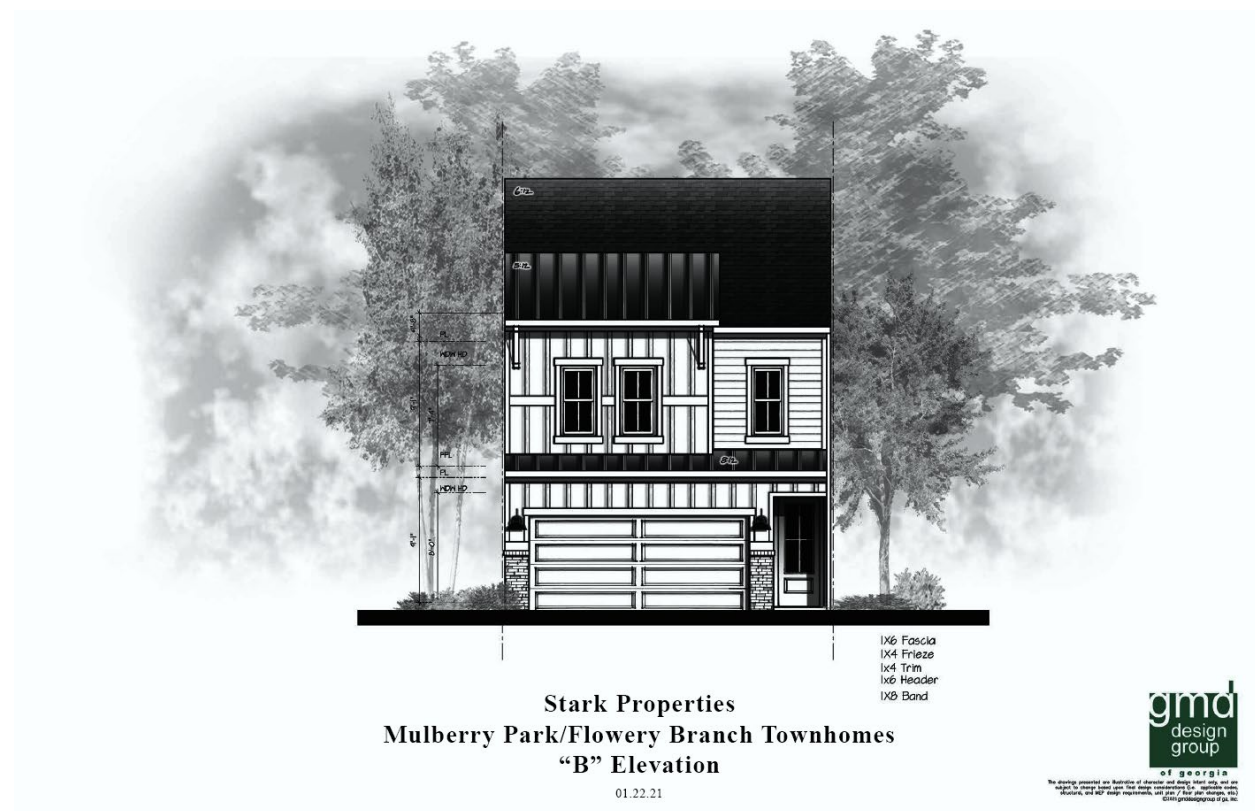
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



04/15/2021
05/20/2021



01.22.21



The drawings presented are illustrative of character and design intent only, are subject to change based upon final design considerations (i.e. applicable structures), and MEP design requirements, wall plan / floor plan changes, (C) 2011 ARCHITECTURAL

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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the MADDUX



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Bowen & Bowen
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the MILLER "B"



ORDINANCE 628

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 2.52 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002061 AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 2.52+/- acre tract of land identified as tax parcel 08117 002016; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

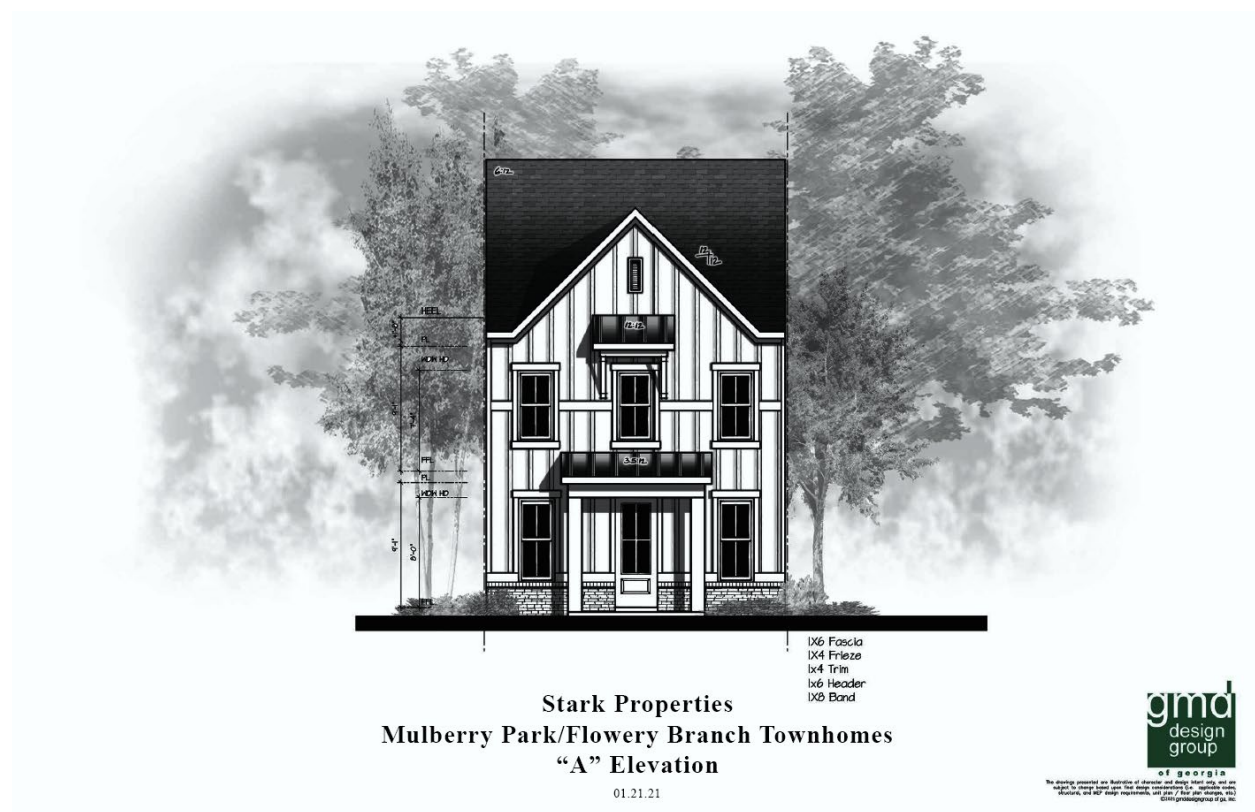
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



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

01.21.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



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 structure, and MEP design requirements, wall plan / floor plan changes, etc.).

Public Hearing Published
Public Hearing

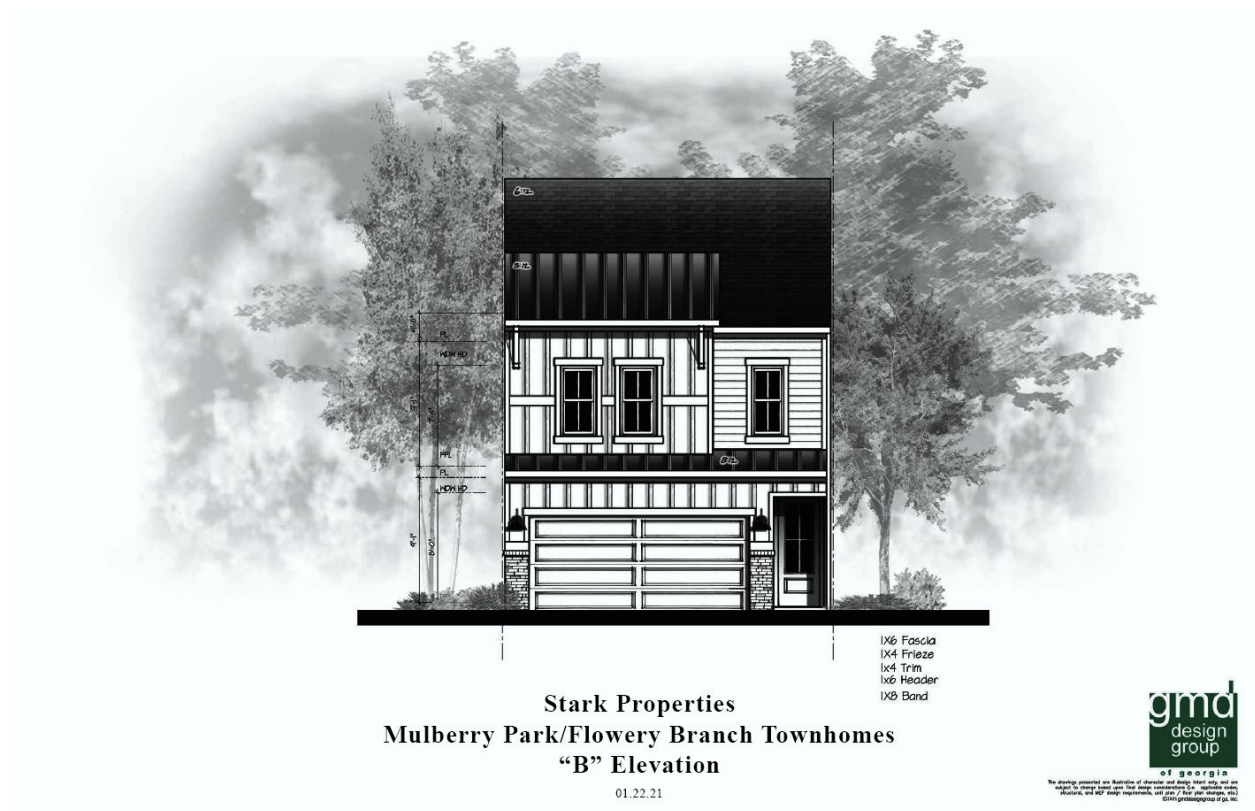
01/13/2021
03/04/2021

First Reading
Adopted

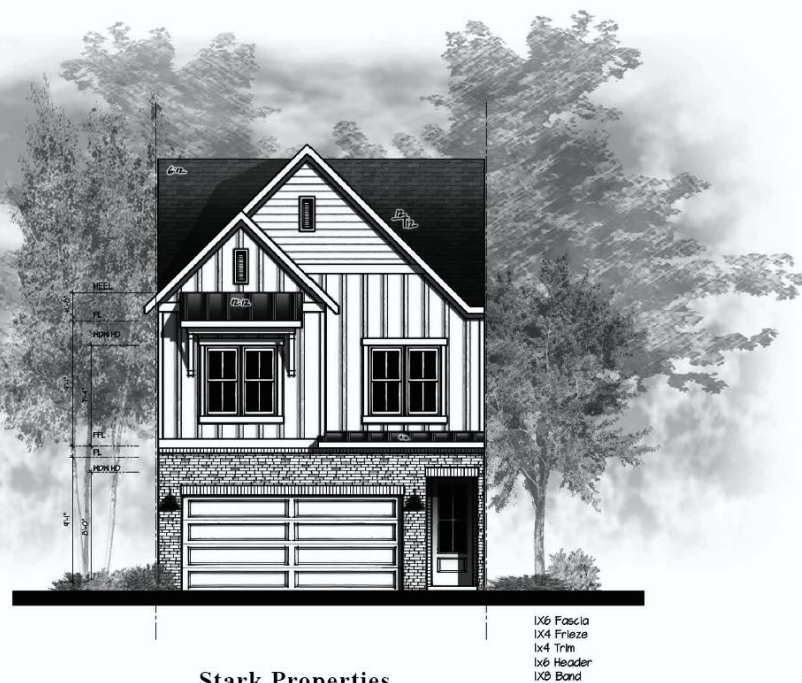
04/15/2021
05/20/2021



04/15/2021
05/20/2021



04/15/2021
05/20/2021



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

01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, wall plan / floor plan changes, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 629

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 38.84 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5692 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002001 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 38.84+/- acre tract of land identified as tax parcel 08117 002001; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit "A"

Exhibit "B"

Exhibit "C"

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

ORDINANCE 630

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 33.15 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 000006 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 33.15+/- acre tract of land identified as tax parcel 08117 00006; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Stark Land Development, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit “A”

Exhibit “B”

Exhibit “C”

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Rezoning Request submitted by South Hall, LLC. to rezone three parcels of land from Traditional Neighborhood District (TND) to Central Business District (CBD).

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

The ordinances will be completed prior to the second read. The legal descriptions will be updated and the conditions finalized.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 641, 642, and 643.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [First read ordinances for Morgan Brick Downtown.pdf](#)

ORDINANCE 641

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5611 CHURCH STREET, TAX PARCEL 08112A 002007 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5611 Church Street, identified as Parcel Tax Identification No.08112A 002007 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit “A”



ORDINANCE 642

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .20 +/- ACRES AND IS KNOWN AS 5615 CHURCH STREET, TAX PARCEL 08112A 002008 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .20 +/- acre parcel of land known as 5615 Church Street, identified as Parcel Tax Identification No.08112A 002008 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



ORDINANCE 643

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY OWNED BY SOUTH HALL, LLC. FROM TRADITIONAL NEIGHBORHOOD DISTRICT (TND) TO CENTRAL BUSINESS DISTRICT (CBD); SAID PROPERTY TOTALS .67 +/- ACRES AND IS KNOWN AS 5621 CHURCH STREET, TAX PARCEL 08112A 002009 AND AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, South Hall, LLC. Owns the .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, South Hall, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .67 +/- acre parcel of land known as 5621 Church Street, identified as Parcel Tax Identification No.08112A 002009 as shown on Exhibit "A", and legally described in Exhibit "B", is hereby rezoned from Traditional Neighborhood District (TND) to Central Business District (CBD). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

Public Hearing Published 04/19/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Ordinances #639 and #640 for an Annexation and Rezoning requests submitted by Curtis and Carol Iocca for 5575 McEver Road, (Tax Parcel #08111. 003001B)

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The Iocco residence was in need of sewer connectivity due to a failing septic system and problematic soil. The Iocco's entered into an agreement with the City to annex as soon as feasible and the City allowed for the connectivity to occur.

FACTS AND ISSUES:

No change in use or property is associated with this annexation.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve ordinances 639 and 640.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Annexation Ordinance 639.pdf](#)
- [Rezoning Ordinance 640.pdf](#)

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

ORDINANCE 639

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A 1.79+/- ACRE PARCEL OF LAND OWNED BY CURTIS AND CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND, AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Curtis and Carol Iocco own the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of Carol Iocco. and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City’s corporate limits; and

WHEREAS, said property known as 5575 McEver Road is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, Curtis and Carol Iocco have submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the parcel of land, which is being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia a real parcel of land described as 5575 McEver Road, identified as Parcel Tax Identification No. 08111 03001B, as shown on Exhibit “A”, and as described on Exhibit “B”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

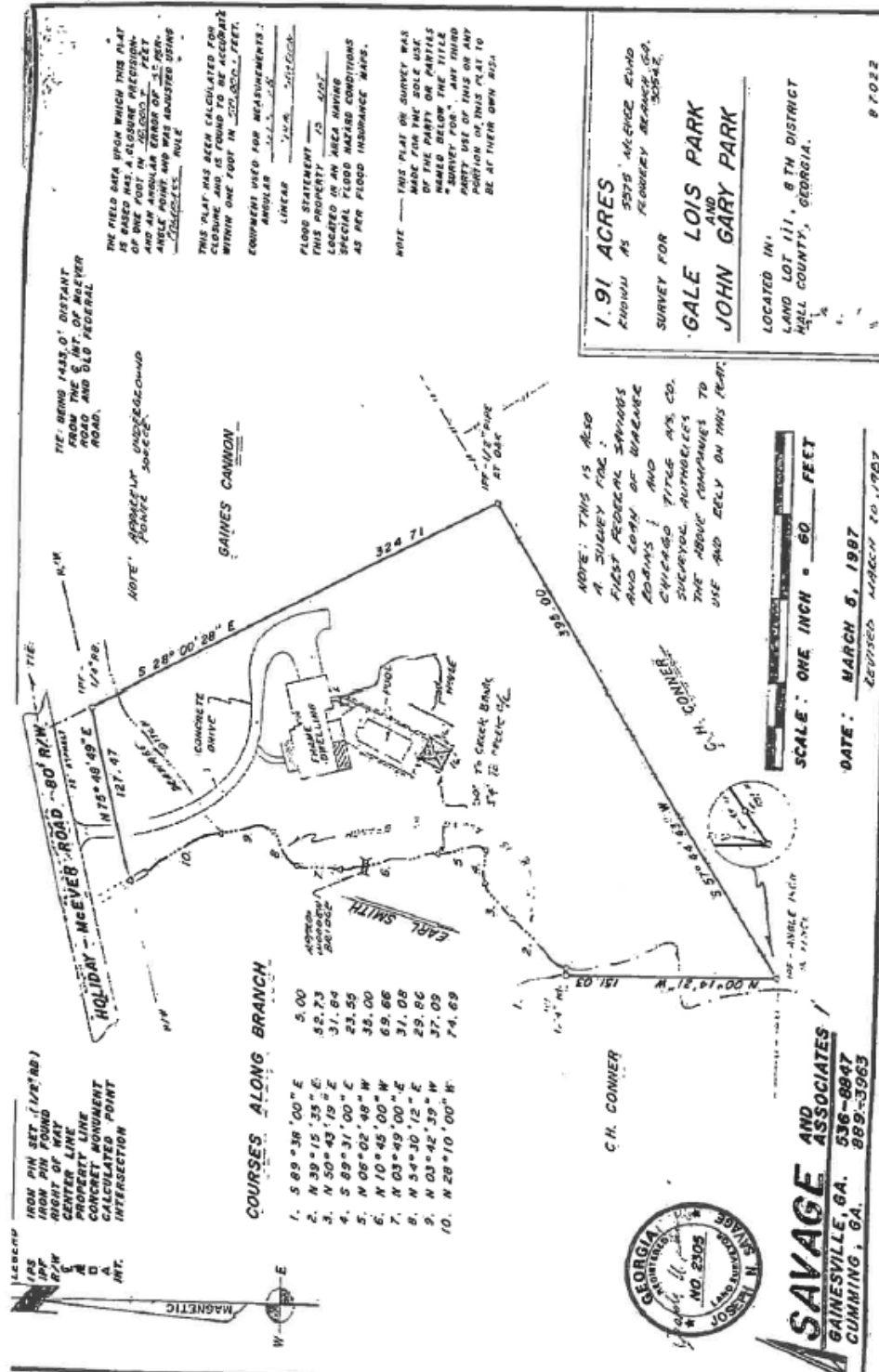


Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.

ORDINANCE 640

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY TOTALING 1.79 +/- ACRES, OWNED BY CAROL IOCCO IDENTIFIED AS 5575 MCEVER ROAD, TAX PARCEL 08111 003001B AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Carol Iocco owns the 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, Carol Iocco has submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned, and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of June 3,2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Hall County AIII (Agricultural Residential) to Flowery Branch A (Agricultural) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

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

SECTION 2. REZONING.

The 1.79 +/- acre parcel of land known as 5575 McEver Road, identified as Parcel Tax Identification No.08111 003001B as shown on Exhibit “A” , and legally described in Exhibit “B”, is hereby rezoned from Hall County A III (Agricultural Residential) to Flowery Branch A (Agricultural). Said Exhibits are incorporated by reference.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2021.

SECTION 6. REPEALER.

Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

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

Approved this 17th day of June 2021.

James M. Miller, Mayor

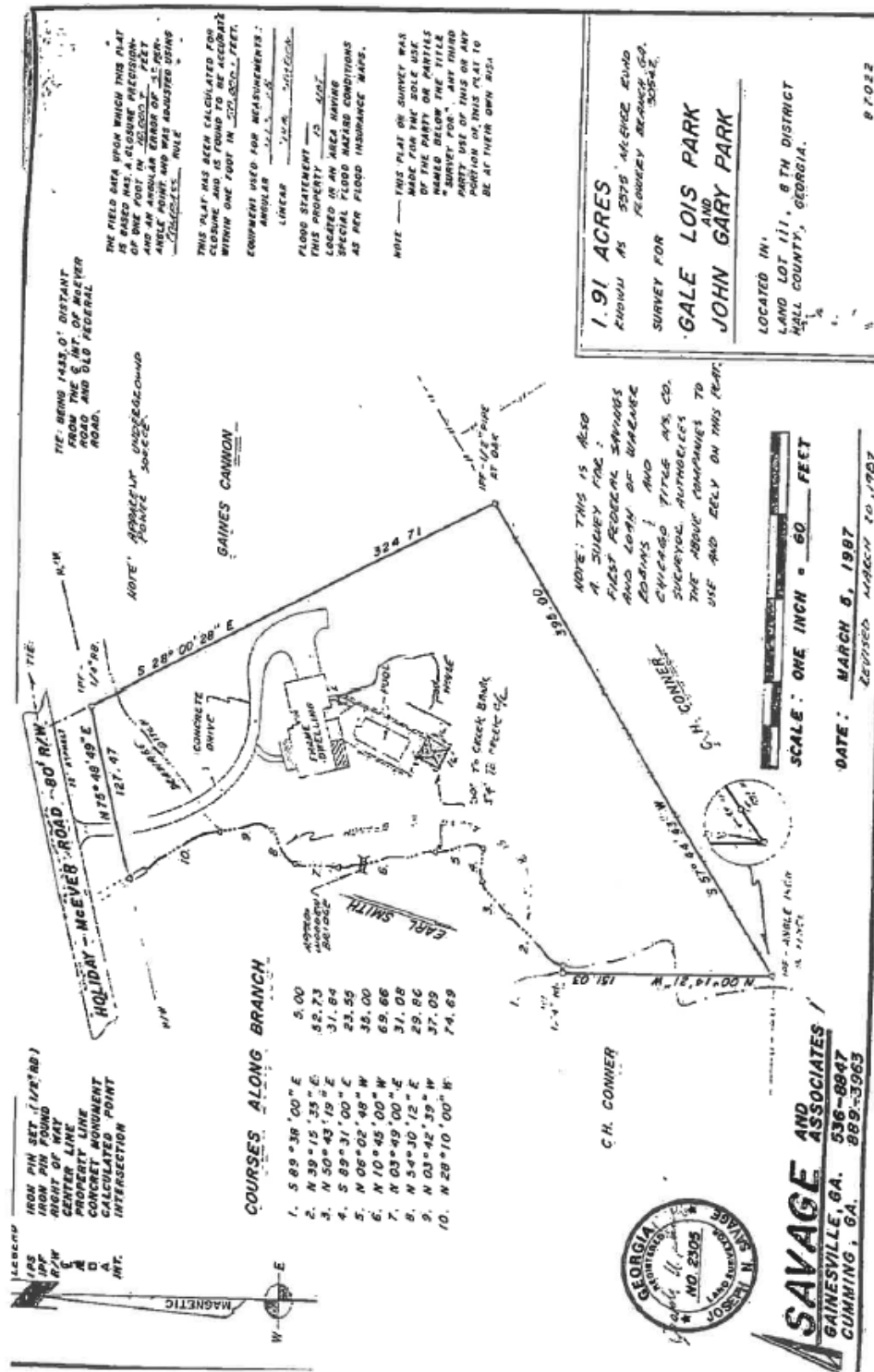
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



Public Hearing Published 04/28/21
Public Hearing 06/03/21

First Reading 06/03/21
Adopted 06/17/21

Exhibit "B"

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 111 of the 8th Land District of Hall County, Georgia, containing 1.91 acres, more or less, as shown on a plat entitled "Survey for Gale Lois Park and J. Gary Park" dated March 3, 1983, prepared by Leonard A. Savage, and recorded in Plat Book 89 Page 199, said plat being re-recorded in Plat Book 92, Page 259, of the Hall County Plat Records, said plat being herein incorporated by reference as a part of this description.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: First Reading of Ordinance 279-C Amendment for Hotel-Motel Tax to 8%

COUNCIL MEETING DATE: June 3, 2021

HISTORY:

The City of Flowery Branch first approved a 5% Hotel-Motel Tax in September of 2008. Resolution 20-004 allowed the submission of the increase to the State of Georgia. House Bill 649 enabled the City to increase the Tax to 8%. This ordinance is the official levying of the hotel tax.

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Ordinance 279C.pdf](#)
- [Notice.House_Bill.Resolution.pdf](#)
- [20-004 Motel Tax Increase 8%.pdf](#)

ORDINANCE NO. 379-C

AN ORDINANCE TO SET AND LEVY A HOTEL-MOTEL EXCISE TAX; TO PROVIDE FOR DEFINITIONS; TO ESTABLISH THE RATE OF LEVY; TO PROVIDE FOR THE USE OF SAID TAX INCLUDING THE ADDITIONAL AMOUNTS COLLECTED; TO PROVIDE FOR COLLECTION OF SAID TAX BY OPERATORS; TO SET FORTH EXEMPTIONS; TO REQUIRE REGISTRATION BY THE OPERATOR; TO PROVIDE FOR A CERTIFICATE OF THE TAXING AUTHORITY; TO SET A DUE DATE AND ESTABLISH REPORTING REQUIREMENTS; TO PROVIDE FOR A COLLECTION FEE FOR OPERATORS; TO PROVIDE FOR A DETERMINATION IF NO REPORT IS RETURNED OR FOR ANY DEFICIENCIES; TO REQUIRE RECORD RETENTION; TO PROVIDE FOR ADMINISTRATION AND ENFORCEMENT; TO PROVIDE FOR AN ACTION FOR COLLECTION; TO HOLD SUCCESSORS AND ASSIGNS OF OPERATORS LIABLE FOR UNPAID TAXES; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, O.C.G.A. § 48-13-51 authorizes the governing authority of each municipality in this state to levy and collect an excise tax upon the furnishing for value to the public any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.

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

Section 1. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Flowery Branch, Georgia.

Due date means the twentieth day after the close of the monthly period for which tax is to be computed.

Guest room means a room occupied, or intended, arranged, or designed for occupancy, by one (1) or more occupants for the purpose of living quarters or residential use.

Hotel means any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto court, truckstop, tourist cabin, lodge, inn, timeshare or other condominium, apartment community, public club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise.

Occupancy means the use or possession, or the right to use or possession of any room or apartment in a hotel, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

Occupant means any person who, for a consideration, uses, possesses, or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license or use, or other agreement, or otherwise.

Operator means any person operating a hotel in this city including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, lender in possession; licensee or any other person otherwise operating such hotel.

Permanent resident means any occupant as of a given date who has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for more than thirty (30) consecutive days.

Person means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number,

excepting the United States of America, the state and any political subdivision of either thereof upon which the city is without power to impose the tax herein provided.

Rent means the consideration received for occupancy valued in money--whether received in money or otherwise--including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction there from whatsoever.

Return means any return filed or required to be filed as herein provided.

Section 2. Hotel-Motel Excise Tax Levy.

There is hereby set and levied on each occupant of a guest room of any hotel located within the corporate limits of the city a tax in the amount of eight percent (8%) of the rent for such occupancy.

Section 3. Proceeds of the Tax.

The proceeds of this tax shall be used in accordance with O.C.G.A. § 48-13-51(a)(3).

Section 4. Use of Funds Generated by Additional Taxes.

Upon approval by the city council of the city on an annual basis, the additional tax imposed by this ordinance in excess of the first three percent (3%) shall be paid to the Lake Lanier Convention and Visitors Bureau ("Lake Lanier CVB") so long as (a) the majority of the funds paid are used for advertising and promoting the city and its surrounding area and (b) the city has representation on the Lake Lanier CVB.

Section 5. Collection of Tax by Operator.

It shall be the duty of every operator of a hotel located within the city to collect the tax on occupants imposed in section 2 of this ordinance.

Section 6. Exemptions.

Notwithstanding any other provision of this ordinance:

(a) No tax shall be imposed hereunder upon a permanent resident.

(b) No tax shall be imposed on charges made for hotel rooms, provided to any person who certifies that they are staying in such hotel room, as a result of the destruction of their home or residence by fire or other casualty.

(c) The tax authorized by this ordinance shall apply to the fees or charges for any hotel room during the first thirty (30) days of continuous occupancy and shall not apply to charges imposed for any continuous occupancy thereafter. The tax authorized by this ordinance shall not apply to charges made for the use of meeting rooms and other such facilities or to any hotel room provided without charge.

(d) The tax authorized by this ordinance shall not apply to the charges for any hotel room, furnished for a period of one (1) or more days for use by Georgia state or local government officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any hotel room with a state or local government credit card, such room shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this sub-section.

Section 7. Registration of Operator.

(a) Every person engaging in or about to engage in business as an operator of a hotel in this city shall immediately register such business with the city clerk, on a form provided by the city clerk for such purpose. The required registration hereunder shall set forth the name under which the operator transacts business or intends to transact business, the location of his place or places of business, and such information as would facilitate the collection of the tax by the city clerk. The registration shall be signed by the owner if a

natural person; by a member or partner in case of ownership by an association or partnership; by an officer in the case of ownership by a corporation.

(b) A separate registration shall be required for each place of business of an operator.

Section 8. Certificate of Taxing Authority.

Upon the registration of an operator under this ordinance, the city clerk shall issue to such operator without charge a certificate of authority to collect the tax on occupants. Each certificate shall state the name and location of the business to which it relates.

Section 9. Due Date and Required Report.

All taxes levied by this ordinance shall be due and payable to the city clerk monthly on or before the twentieth day of every month next succeeding each respective month in which such taxes are collected, and payment shall be accompanied by a return for the preceding monthly period showing the gross rent, rent from permanent residents, taxable rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the city clerk. The tax imposed by this ordinance shall become delinquent for each month after the twentieth day of each succeeding month during which it remains unpaid. An operator who fails to make any return or to pay the taxes levied by this ordinance, shall be assessed a specific penalty to be added to the tax in the amount of five percent (5%) or five dollars (\$5.00), whichever is greater, if the failure is for one (1) month or less; and an additional five percent (5%) or five dollars (\$5.00), whichever is greater, for each additional month or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater. Delinquent amounts shall bear interest at the rate of one (1) percent per month, or fraction thereof, until paid.

Section 10. Collection Fee Allowed Operators.

Operators collecting the tax levied by this ordinance shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from the state sales and use tax pursuant to O.C.G.A. § 48-8-1, et seq.

Section 11. Determination if No Return Made.

(a) If any operator fails to file a return as required under the provisions of this ordinance, the city clerk or his designated representative shall make an estimate of the amount of gross rentals of such operator which are subject to the tax. The estimate shall be made for the period or periods in which the operator failed to file the return and shall be based upon any information which is or may come into the possession of the city clerk.

(b) The city clerk or his designated representative shall give to the operator written notice of his determination as herein provided. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the city clerk. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee.

(c) Penalties and interest shall be assessed upon the amount of any determination as provided in section 9 of this ordinance.

Section 12. Deficiency Determination.

(a) If the city clerk or his designated representative is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any operator, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more

deficiency determinations may be made of the amount due for one (1) or more monthly periods.

(b) The city clerk or his designated representative shall give to the operator written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.

(c) Penalties and interest shall be assessed upon the amount of any determination as provided in section 9 of this ordinance.

Section 13. Required Records.

Each operator collecting a tax under the provisions of this ordinance shall keep, for a period of at least three (3) years, all records, receipts, invoices and other pertinent papers setting forth the rental charged for each occupancy, the date or dates of occupancy, and such other information as the city clerk may require.

Section 14. Administration and Enforcement.

The city clerk or his designated representative shall administer and enforce the provisions of this ordinance for the collection of the tax herein imposed, and in so doing shall have the following powers:

(a) To examine, or authorize the examination of, the books, papers, records, financial reports, equipment and other facilities of any operator renting hotel rooms to persons subject to the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid;

(b) To require the filing of reports by any person having in his possession or custody information relating to rentals of hotel rooms which are subject to the tax herein levied.

Section 15. Action for Collection of Tax.

At any time within three (3) years after any tax levied under this ordinance or any portion of such tax required to be collected becomes due and payable, the city attorney may bring an action in a court of competent jurisdiction in the name of the city to collect such amount due, together with interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

Section 16. Successors or Assignees of Operator.

If any operator liable for any tax, interest, or penalty imposed by this ordinance sells his or her business or quits the business, he or she shall make a final return and payment within fifteen (15) days after the date of selling or quitting the business. The operator's successors or assigns, if any, shall withhold a sufficient amount of the purchase money to cover the amount of the taxes, interest, and penalties due under this ordinance and unpaid until the former owner and/or operator produces either a receipt from the city showing that the taxes, interest, and penalties due under this ordinance have been paid or a certificate from the city that no tax, interest, or penalty is due under this ordinance. If the purchaser of a business fails to withhold the purchase money as required by this ordinance, that person shall be personally liable for the payment of any taxes, interest, and penalties accruing under this ordinance and unpaid by any former owner and/or operator and/or assignor. The personal liability of the purchaser in such a case shall not exceed the amount of the total purchase money, but the property being transferred shall in all cases be subject to the full amount of the tax lien arising from the delinquencies of the former owner and/or operator and/or assignor. Paid executions may be transferred and enforced as otherwise provided by law.

Section 17. Penalties.

Any operator who shall violate any provision of this ordinance shall be guilty of a misdemeanor amenable to the process of the city's municipal court and, upon conviction, shall be punished as provided by the city's charter and as otherwise allowed by law. Each and every day that a violation exists shall be deemed a separate offense.

Section 18. Severability.

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

Section 19. Repealer.

Ordinance No. 379 is specifically repealed in its entirety. Moreover, all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 20. Effective Date.

The effective date of this ordinance shall be upon adoption by the city council.

Adopted this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Shelia Cooper, Assistant City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

**NOTE TO LEGISLATOR: NOTICE REQUIREMENTS FOR LOCAL BILLS
(THIS SECTION NOT FOR PUBLICATION)**

- (1) The notice below must be published one time in the county legal organ.
- (2) If the bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the notice must be provided to the local governing authority during the same calendar week in which the notice was published in the legal organ or during the seven days immediately after the date of publication. For purposes of this requirement, the copy of the notice provided to such governing authority may consist of an actual or photostatic copy of the published notice or a typed restatement of the contents of such notice.
- (3) The notice may be published during the session of the General Assembly or during the 60-day period immediately prior to the convening date of the session at which the bill is introduced.
- (4) If the notice is published during the session of the General Assembly, then the bill cannot be introduced before Monday of the calendar week following the week in which the notice was published.
- (5) A copy of the notice as it was advertised and an affidavit swearing that the notice has been published as provided by O.C.G.A. § 28-1-14 (*see paragraph (1) above*) and that the notice requirements of that Code section have been met (*see paragraph (2) above*) shall be attached to the bill and shall become a part of the bill. Such affidavit shall be made by the author of the bill (on the form provided by the Office of Legislative Counsel).
- (6) See O.C.G.A. § 28-1-14 for the complete text of the notice requirements.

NOTE TO PUBLISHER OF LEGAL ORGAN: PUBLISH ONLY THE NOTICE BELOW

NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the regular 2020 session of the General Assembly of Georgia a bill to authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; and for other purposes.

A BILL TO BE ENTITLED

AN ACT

1 To authorize the governing authority of the City of Flowery Branch to levy an excise tax
2 pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; to provide
3 procedures, conditions, and limitations; to provide for related matters; to repeal
4 conflicting laws; and for other purposes.

5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA

6 **SECTION 1.**

7 Pursuant to the authority of subsection (b) of Code Section 48-13-51 of the O.C.G.A., the
8 governing authority of the City of Flowery Branch is authorized to levy an excise tax at a
9 rate not to exceed 8 percent of the charge for the furnishing for value to the public of any
10 room or rooms, lodgings, or accommodations furnished by any person or legal entity
11 licensed by, or required to pay business or occupation taxes to, the municipality for
12 operating a hotel, motel, inn, lodge, tourist cabin, campground, or any other place in which
13 rooms, lodgings, or accommodations are regularly or periodically furnished for value.

14 **SECTION 2.**

15 The enactment of this Act is subsequent to the adoption of Resolution 20-004 by the
16 governing authority of the City of Flowery Branch on February 6, 2020, which specifies
17 the subsequent tax rate, identifies the projects or tourism product development purposes,
18 and specifies the allocation of proceeds.

19 **SECTION 3.**

20 In accordance with the terms of such resolution adopted by the mayor and council of the
21 City of Flowery Branch:

22 (1) In each fiscal year during which a tax is collected pursuant to paragraph
23 two (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an
24 amount equal to not less than 50 percent of the total amount of taxes
25 collected that exceeds the amount of taxes that would be collected at the

26 rate of 5 percent shall be expended for promoting tourism, conventions, and
27 trade shows by the destination marketing organization designated by the
28 City of Flowery Branch or by such other entity already authorized to
29 administer tourism funds pursuant to existing contract as specified in
30 paragraph (2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A.;
31 and
32 (2) The remaining amount of taxes collected that exceeds the amount of taxes that
33 would be collected at the rate of 5 percent which is not otherwise expended under
34 paragraph (1) of this section shall be expended for tourism product development.

33 **SECTION 4.**

34 All laws and parts of laws in conflict with this Act are repealed.

RESOLUTION NO. 20 - 004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the “City”) has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Flowery Branch; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City’s designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES as follows:

SECTION 1. LEVY.

The governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.

James Miller. Mayor

ATTEST:

Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

RESOLUTION NO. 20-004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY A THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the “City”) has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Oakwood; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City’s designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES AS FOLLOWS:

SECTION 1. LEVY the governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

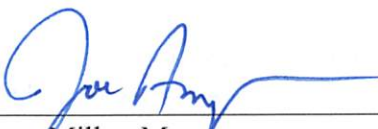
SECTION 2. REPEALER.

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

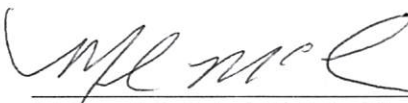
SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.


James Miller, Mayor
SOC ANGLINE - MAYOR PRO-TEM

ATTEST:


Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:


E. Ronald Bennett, Jr., City Attorney





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment

COUNCIL MEETING DATE: June 3, 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

- [Resolution 21-006.pdf](#)
- [Attachment A - Resolution 21-006 Budget Amendment Form.pdf](#)
- [EXECUTIVE SUMMARY - Resolution 21-006- Budget Adjustment.pdf](#)
- [Attachment B - Quote.pdf](#)
- [Old sign.jpg](#)
- [Sign Proposal.pdf](#)

- new layout of sign.jpg

RESOLUTION NO.: 21-006

**TO AMEND THE BUDGET FOR FISCAL YEAR 2021 AS PREVIOUSLY ADOPTED ON
JUNE 25, 2020.**

WHEREAS, the City Council approved a budget for fiscal year 2021 for the City of Flowery Branch on June 25, 2020 by Resolution 20-018; and

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

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

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

RESOLVED this 3rd day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

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



Fund/Department: _____ 100 _____

Effective Date: _____ 6/3/2021 _____

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-4210-542100	PWs / Capital Items	10,054	42,000	52,054
100-6200-541200	Parks / Site Improvements	60,000	(42,000)	18,000
				-
				-
				-
				-
				-
				-
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	Totals	\$ 70,054	\$ -	\$ 70,054

Justification: _____ RESOLUTION 21-006: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
 _____ (See Attachment A and Attachment B for Details)

Approvals: Finance Director: _____ Date: _____
 City Manager: _____ Date: _____
 Mayor: _____ Date: _____

<i>Finance Department Use</i>	
Posted By: _____	Date Posted: _____
Council Action Required: Yes _____ No _____	Budget Adjust. #: _____

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-006: I-985 Digital Sign Repairs Budget Adjustment Request

DATE: 6/1/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 6/3/2021

PURPOSE: To approve a budget adjustment to move \$42,000 from the Parks/Site Improvements budget to Public Works / Capital to complete repairs to the I-985 Digital Flowery Branch Welcome Sign.

HISTORY: The original sign was constructed in 2008 by Formetco. A system update was installed to the original sign in 2015 for \$19,595. Staff attempted to get a quote for Custom Sign Factory but received no response. Staff is requesting to go with the original installer of the sign, Formetco, to save on cost. Budget constraints limit the possibility of including this sign in the City-Wide Signs Project.

FACTS AND ISSUES: The I-985 Digital Flowery Branch Welcome Sign needs repairs. This sign was not included as part of the city-wide signage project. In the FY2021 budget year, \$60,000 was approved for parks site work which has been delayed to FY2022. We request to move \$42,000 for the digital sign repairs by a department to department budget adjustment. A department to department budget adjustment requires approval from Council.

OPTIONS: Approve budget adjustment as presented or not approve.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 21-006, the I-985 Digital Signs Repairs budget adjustment, as presented, effective June 3, 2021.

DEPARTMENT: Finance

Prepared by: Alisha Gamble



PROJECT PROPOSAL

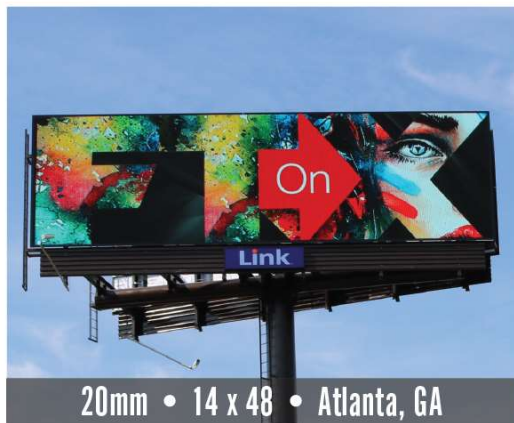
LED DIGITAL BILLBOARDS

Prepared for:

Chere Rucker

City of Flowery Branch

FORMETCO®





FTX SERIES LED DIGITAL BILLBOARD PROPOSAL / SALES AGREEMENT

BUYER INFO:

Attention: Chere Rucker
City of Flowery Branch
PO Box 757

SHIP TO:

Attention:

FLOWERY BRANCH, GA 30542
47079805140000
chere@flowerybranchga.org

Quote #: 007737-01

Date: 5/26/2021

Project Name:

city of flower branch

Quantity:	1
Unit Price:	\$39,331.01
Subtotal:	\$39,331.01
Shipping:	\$2,500.00
Sales Tax:	Additional

Total:

Formetco Representative:

Britt McConnell
P.O. Box 535730
Atlanta, GA 30353-5730
Direct: 678-951-1118
Mobile: 678-315-9054
Fax: 1-800-239-2394
brittm@formetco.com
www.formetco.com



CONFIGURATION

Cabinet Size:	6'-3.50" H x 11'-6.50" W
Live Area:	6'-3.50" H x 11'-6.50" W
Mounting:	Upright I-Beam Attachment
Construction:	Aluminum Cabinets
Trim:	None
Average Operating Amps:	1.49 Amps
Service Access:	Rear Service
Communication:	1 Year Included (billed quarterly thereafter)
Control System:	F360

PERFORMANCE GUARANTEE

Parts Warranty:	10 Years
Labor Warranty:	1 Year
Brightness Warranty:	10 Year
On-Site Technician:	1 Technician - 1 Trip, 2 Days/Trip
365 Days Call Center:	Included for Life (includes all holidays)
Integrated Diagnostics:	Included for Life
Secondary Redundant PC:	None
Smartlink® Controller:	Included with Smartlink + 5 Years (US) Smartlink Service
Redundant Data:	Included

IMAGE QUALITY

Swappable Module Pixel Pitch:	13.3mm Physical Pixel Spacing (RGB)
Pixel Matrix:	144 H x 264 W
Single Color Bin LED Array:	Grade A LED's No Factory Calibration Required
Brightness:	7500 NITS Shipped (Up to 10,000 NITS capable)
Viewing Angles:	140° H & 60° V

OPTIONAL FEATURES

	Included	Optional
Web Based Control & Monitoring Software:	●	
Unlimited Software Training:	●	
Advertiser Proof of Performance Reports:	●	
Webcam with Mounting Pole:	12ft Pole Assembly	
Spare Parts Kit and Secure Storage Box:	●	
Redundant Calibrated 64,000 Level Photo Cells:	●	
LED Backlit Imprint:		●

NOTATIONS

Payment Terms: 50% Down, 50% 7 Days Prior to Shipping.
Includes installation

By signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. BoldBy signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. **Quote valid for 15 days.**

Name: _____ Title: _____ PO# _____ Date: _____
Buyer's agent or representative

COST OF OWNERSHIP¹ESTIMATED ANNUAL POWER CONSUMPTION²

Quote #: 007737-01
Date: 5/26/2021

Project Name:
city of flower branch

Quantity:	1
Unit Price:	\$.00
SubTotal:	\$.00
Sales Tax:	Additional
Shipping:	\$.00

Total:

\$0.10	(kWh) Kilowatt Hour Cost Based off of your average local power rate.
--------	---

365	Full Calender Year Operating both day and night.
-----	---

40%	LEDs Utilized Simultaneously Based on artwork content displayed.
-----	---

12/12	Hours Per Day of Various Brightness Levels At 7,500 nits the screen is operating at 100% brightness during daylight hours then reduced to 5% for night time hours.
-------	---

\$26	Average Cost Per Month Based on provided variables.
------	--

\$313	Average Cost Per Year Based on provided variables.
-------	---

Formetco Representative:

Britt McConnell
2963 Pleasant Hill Road
Duluth, GA 30096
678-951-1118
678-315-9054
brittm@formetco.com
www.formetco.com

LIFETIME UPGRADEABLE MODULES

The fully upgradeable module design allows for simple low cost upgrades or replacements over time.

13.3mm	Pixel Pitch Full Module Replacement Cost shown reflects only module replacement.	\$13,173
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¹ The information provided is for reference purposes only. Formetco strives to offer the most accurate analytics based on the information we have currently available. There may be variations over time. ² Prices do not include taxes, fees or other charges. ³ Available with approved credit, inside the contiguous United States.

TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions ("Terms and Conditions") govern the sale of products (each, a "Product") and installation, maintenance and other ancillary services (each, a "Service") by Formetco to the customer set forth in the Proposal/Sales Agreement ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement. As used herein, "Agreement" shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Proposal/Sales Agreement to which these Terms and Conditions are attached;
- All Change Orders properly executed as set forth herein, in the form available at <https://www.formetco.com/change-orders/>.
- All specifications and drawings attached to the Proposal/Sales Agreement or otherwise agreed to by the parties in writing;
- The following applicable Warranties (in accordance with Section 14 below):
 - o The Brightness Warranty (available at <https://www.formetco.com/brightness-warranty/>);
 - o The 10 Year Limited Parts Warranty (available at <https://www.formetco.com/10-year-limited-parts-warranty/>);
 - o The 5 Year Limited Parts Warranty (available at <https://www.formetco.com/5-year-limited-parts-warranty/>);
- The Wireless Service Terms, if communication services are purchased by Buyer (as set forth on the Proposal/Sales Agreement), available at <https://www.formetco.com/wireless-service-terms/>; and
- The Service Agreement, if purchased by Buyer (available at <https://www.formetco.com/service-agreement/>).

Once executed, each of these "Contract Documents" will be available on Buyer's secure online Formetco client portal.

1. Proposal. The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Formetco at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the "Sales Agreement".

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded or amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Formetco representative. Such document shall be referred to as a "Change Order" and must be in the form available at <https://www.formetco.com/change-orders/>. In the event a Change Order is signed before Formetco ships the Product to Buyer, Formetco will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Formetco ships the Product to Buyer, Formetco will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Product and Services from Formetco at the Price and on the Payment, Terms set forth in the Sales Agreement and, if applicable, the Wireless Service terms and Service Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Formetco's request Buyer shall provide a tax exemption certificate in a form acceptable to Formetco in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Formetco does not waive by the exercise of any rights hereunder), Formetco shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Formetco, whether relating to Formetco's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Formetco and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all Orders in the Continental USA, the Product is sold FOB Formetco's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Formetco's placement of the Product into the carrier's possession. Formetco will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Formetco will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Formetco. Delivery or shipping dates are approximate only and merely represent Formetco's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Formetco of all necessary manufacturing, shipping and delivery information. Formetco is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Formetco's placement of the Product into the carrier's possession and Formetco will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Formetco in all matters relating to the Services, provide access to the Site and provide such other accommodations as Formetco may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Formetco for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Formetco to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Formetco may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Formetco with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Formetco. In the event Formetco arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Formetco, then Buyer will bear the cost of Formetco's demobilization, delay, and remobilization; Formetco will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Formetco provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Formetco's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high water levels; in the event Formetco encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Formetco will suspend all Services related to the Install and will issue a Change Order. Formetco will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Formetco explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure that will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Formetco harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Formetco recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Formetco control or management software applications that are available on the Product (the "Software"), Formetco grants to Buyer, for so long as Buyer owns Product and agrees to the Apparatus Terms of Use available at <https://www.formetco.com/apparatus-terms-of-use/>, a limited, nontransferable, nonexclusive, non-sublicenseable license to (a) use the Software only as installed on and in connection with the Product and Formetco's ownership thereof; and (b) use the user documentation provided by Formetco in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Formetco will provide standard support for such Software for one (1) year from the date of shipment of the Product from Formetco's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Formetco's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Formetco shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Formetco may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Formetco and all rights therein (collectively, "Intellectual Property") will remain the property of Formetco and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Formetco upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Formetco will issue a Change Order including an invoice for the cost of the delay.

12. IBC Risk Designation. Formetco's structural engineering specifications for the Product comply with IBC Risk Category 1 requirements and the Price quote for the Product is based on this compliance level. Accordingly, if Buyer requires compliance with a higher risk category for any reason, then Buyer must notify Formetco to obtain a new Price quote prior to engineering the Product. Any change to the IBC Risk Designation after Formetco's commencement of engineering the Product will require a Change Order.

13. Security Interest. As collateral security for Buyer's full payment to Formetco of all amount(s) that may become due under this Agreement, Buyer hereby grants Formetco a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Formetco at any time and from time to time while such security interest is in effect to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

14. Warranties. Formetco warrants the following to Buyer, as applicable (collectively, the "Warranties"):

- (a) For FTX, the "Brightness Warranty", available at <https://www.formetco.com/brightness-warranty/> (the "Brightness Warranty");
- (b) For FTX, the "10 Year Limited Parts Warranty", available at <https://www.formetco.com/10-year-limited-parts-warranty/> (the "10 Year Limited Parts Warranty");
- (c) For FSI And FSO, the "5 Year Limited Parts Warranty", available at <https://www.formetco.com/5-year-limited-parts-warranty/> (the "5 Year Limited Parts Warranty");

THE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15. Limitation of Liability.

(a) IN NO EVENT SHALL FORMETCO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FORMETCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL FORMETCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FORMETCO FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Formetco's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Formetco's gross negligence or willful misconduct.

16. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend and hold harmless Formetco and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Formetco by reason of or alleging any unauthorized or infringing use by Formetco of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Formetco at Buyer's direction.

17. Delay, Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Formetco be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Formetco including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

18. Use of Image. Formetco may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

19. FCC CLASS A NOTICE. The Product complies with Part 15 of the FCC Rules. Operation of Product is subject to the following conditions: (a) the Product may not cause harmful interference; and (b) the Product must accept any interference received, including interference that may cause undesired operation. Any modifications made to the Product that are not approved by Formetco may void the authority granted to the user by the FCC to operate this Product.

20. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

21. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

22. Applicable Law, Limitations. This Agreement is governed by the laws of the state of Georgia. In the event of any dispute arising out of or relating to this Agreement, Buyer hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, Formetco will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Formetco, must be commenced within one (1) year of the event giving rise to the cause of action.

23. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Section 23 is void.

24. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Formetco in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Formetco hereunder.

25. No Waiver. All remedies of Formetco hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Formetco to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision.

26. Other:

- a) **Parts RMA Process.** FTX 10-Year Parts Warranty, FSO and FSI 5-Year Parts Warranty covers the LED video screen's LED Tiles, power supplies, data receiver cards, power and data cables, photocell, cabinetry and connecting cables. Not covered are third-party components, including computers, router, modem, video equipment, sound systems, video cameras, smart link and webcam which are subject to their respective original manufacture's warranty, which Formetco will administer for a two (2) year period from the date of shipment from Formetco's facility.

Formetco Parts Return Policy. Formetco will ship replacement parts out FedEx ground. The replaced and unused parts need to be shipped back to Formetco. If the parts are not received by Formetco within 60 days from the date the parts were shipped the recipient will be invoiced for the parts not returned.

Formetco will provide an E-Mail parts return reminder at 14 days, 45 days and at 60 days if the parts have not been returned, the recipient will be invoiced for the parts not returned.

- b) **Automated Wireless Agreement.** This Formetco Automated Wireless FAWA ("FAWA") contains the terms and conditions applicable to the provision of wireless communication and related support services by Formetco, Incorporated ("Formetco") to the existing customer subscribing to such Services (the "Buyer"). Such terms are in addition to, and not in lieu of, the Terms and Conditions governing Buyer's purchase of the billboard Product(s) set forth or otherwise incorporated into in the Proposal/Sales Agreement (the "Terms and Conditions") and constitute an amendment to the FAWA referenced in the Terms and Conditions. Capitalized terms used but not otherwise defined herein will have the same meanings given for such terms in the Terms of Conditions.

Services Provided. During the Term, and subject to the terms and conditions hereof, Formetco agrees to provide to Buyer with wireless data transmission services and related support services in connection with the modem installed on the purchased Product (collectively, the "Services"). The scope of the Services (including support hours, procedures and exclusions) is further described at <https://formetco.com/wireless-support-terms/> (the "Wireless Support Terms"), which are incorporated herein by this reference.

1. Term; Termination. The initial term of the Services begins on Buyer's acceptance and acknowledgement of these terms electronically or in writing and will continue for a period of one (1) year; thereafter, the term will automatically renew for successive periods of one (1) year each (collectively with the initial term, all such renewal periods, the "Term"). Either party may terminate this FAWA (i) for its convenience upon at least thirty (30) days prior notice, which may be given via Formetco's customer portal or via email; or (ii) upon written notice to the other party (or Formetco may, in its sole discretion, suspend the provision of the Services) if the other party commits a material breach of this FAWA and fails to cure such breach within fifteen (15) days of written notice of the same (other than Buyer's failure to pay any amounts when due, which must be cured within ten (10) days after notice of the same, which notice may be provided by phone or email).

2. Fees; Invoicing. Buyer will be charged Formetco's then-current standard fees for the Services as communicated to Buyer from time to time in writing (which may be electronically). Formetco's current fees is \$195 per quarter. Formetco may change such fees from time to time on at least sixty (60) days' notice to Buyer (which may be electronic), and Buyer will be deemed to have accepted such changes unless Buyer cancels its subscription to the Services as set forth in Section 2, above, prior to the effective date of such change. All fees will be invoiced as follows: (i) all recurring fees for wireless service and remote support (collectively, the "Recurring Fees") will be billed in advance on the first day of each calendar quarter during the Services Term (or, if a modem is added during the middle of any quarter, on the first day of service, with the fees prorated); and (ii) for any other billable Services under the Wireless Support Terms ("Additional Service Fees"), such fees will be invoiced upon completion of such Services.

(a) Buyer must maintain valid and current credit card or bank account information on file with Formetco and authorize Formetco to deduct the Recurring Charges with respect to the Services against that credit card or bank account (via ACH). By providing Formetco with payment information, Buyer (i) represents and warrants that Buyer is authorized to use that payment method and that any and all charges may be billed to that payment method and will not be rejected; and (ii) authorizes the financial institution specified in such payment method to charge or debit Buyer's account and remit payment to Formetco as described herein. Such authority will remain in effect until Buyer provides Formetco with notice (either via Formetco's customer portal or by calling Formetco's Service Department at 800-204-4386. If Formetco cannot process Buyer's payment method, Formetco will attempt to contact Buyer by phone or email. If payment is not made as set forth in Section 2, Formetco may suspend Buyer's subscription and will not provide Buyer with the Services until payment can be processed. All Additional Service Fees will be due and payable within 30 days after the invoice date. Formetco may combine in one charge all fees due to Formetco from Buyer with respect to Buyer's Products.

(b) Any fees or charges not paid when due will accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. All fees charged by Formetco with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Buyer will be responsible for, except for taxes based on Formetco's net income.

3. Disclaimer. BUYER'S SOLE AND EXCLUSIVE REMEDY, AND FORMETCO'S ENTIRE LIABILITY, FOR ANY FAILURE TO PROPERLY PROVIDE THE SERVICES DESCRIBED HEREUNDER WILL BE THE CORRECTION OR REPERFORMANCE OF THE NON-CONFORMING SERVICES. THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND FORMETCO AND ITS THIRD PARTY SUPPLIERS AND LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE COVERED HARDWARE, COVERED SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. All limitations of liability set forth in the Terms and Conditions and Limited Warranty apply equally to the Services provided under this FAWA.





PROJECT PROPOSAL

LED DIGITAL BILLBOARDS

Prepared for:

Chere Rucker

City of Flowery Branch

FORMETCO®



16mm • 35 x 37 • Nashville, TN



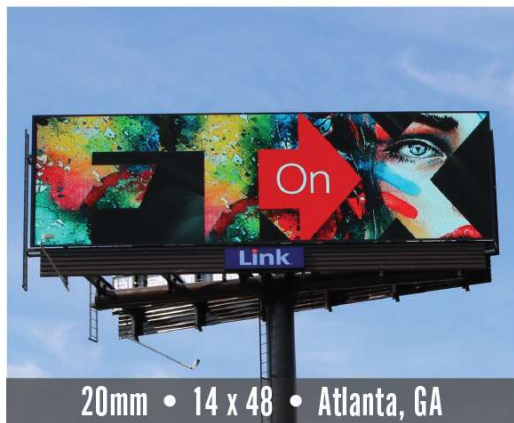
16mm • 30 x 50 • Atlanta, GA



16mm • 14 x 48 • York, PA



16mm • 18 x 48 • Boston, MA



20mm • 14 x 48 • Atlanta, GA



16mm • 24 x 25 • Chattanooga, TN



16mm • 14 x 48 • Harrisburg, PA



16mm • 20 x 60 • Pittsburgh, PA

**FTX SERIES LED DIGITAL BILLBOARD PROPOSAL / SALES AGREEMENT****BUYER INFO:**

Attention: Chere Rucker
 City of Flowery Branch
 PO Box 757

SHIP TO:

Attention:

FLOWERY BRANCH, GA 30542
 47079805140000
 chere@flowerybranchga.org

Quote #: 007737-01

Date: 5/26/2021

Project Name:

city of flower branch

Quantity:	1
Unit Price:	\$39,331.01
Subtotal:	\$39,331.01
Shipping:	\$2,500.00
Sales Tax:	Additional

Total:**Formetco Representative:**

Britt McConnell
 P.O. Box 535730
 Atlanta, GA 30353-5730
 Direct: 678-951-1118
 Mobile: 678-315-9054
 Fax: 1-800-239-2394
 brittm@formetco.com
 www.formetco.com

**CONFIGURATION**

Cabinet Size:	6'-3.50" H x 11'-6.50" W
Live Area:	6'-3.50" H x 11'-6.50" W
Mounting:	Upright I-Beam Attachment
Construction:	Aluminum Cabinets
Trim:	None
Average Operating Amps:	1.49 Amps
Service Access:	Rear Service
Communication:	1 Year Included (billed quarterly thereafter)
Control System:	F360

PERFORMANCE GUARANTEE

Parts Warranty:	10 Years
Labor Warranty:	1 Year
Brightness Warranty:	10 Year
On-Site Technician:	1 Technician - 1 Trip, 2 Days/Trip
365 Days Call Center:	Included for Life (includes all holidays)
Integrated Diagnostics:	Included for Life
Secondary Redundant PC:	None
Smartlink® Controller:	Included with Smartlink + 5 Years (US) Smartlink Service
Redundant Data:	Included

IMAGE QUALITY

Swappable Module Pixel Pitch:	13.3mm Physical Pixel Spacing (RGB)
Pixel Matrix:	144 H x 264 W
Single Color Bin LED Array:	Grade A LED's No Factory Calibration Required
Brightness:	7500 NITS Shipped (Up to 10,000 NITS capable)
Viewing Angles:	140° H & 60° V

OPTIONAL FEATURES

	Included	Optional
Web Based Control & Monitoring Software:	●	
Unlimited Software Training:	●	
Advertiser Proof of Performance Reports:	●	
Webcam with Mounting Pole:	12ft Pole Assembly	
Spare Parts Kit and Secure Storage Box:	●	
Redundant Calibrated 64,000 Level Photo Cells:	●	
LED Backlit Imprint:		●

NOTATIONS

Payment Terms: 50% Down, 50% 7 Days Prior to Shipping.
 Includes installation

By signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. BoldBy signing this Agreement, Buyer agrees to purchase the product(s) described above according to the Payment Terms stated above and subject to the attached Formetco's Terms & Conditions of Sale. Any purchase order or similar document issued by Buyer in connection with this Agreement shall bind Formetco only to the extent such document is consistent with this Agreement and does not contain additional or inconsistent terms or conditions. **Quote valid for 15 days.**

Name: _____ Title: _____ PO# _____ Date: _____
 Buyer's agent or representative

COST OF OWNERSHIP¹ESTIMATED ANNUAL POWER CONSUMPTION²

Quote #: 007737-01
Date: 5/26/2021

Project Name:
city of flower branch

Quantity:	1
Unit Price:	\$.00
SubTotal:	\$.00
Sales Tax:	Additional
Shipping:	\$.00

Total:

\$0.10	(kWh) Kilowatt Hour Cost Based off of your average local power rate.
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365	Full Calender Year Operating both day and night.
-----	---

40%	LEDs Utilized Simultaneously Based on artwork content displayed.
-----	---

12/12	Hours Per Day of Various Brightness Levels At 7,500 nits the screen is operating at 100% brightness during daylight hours then reduced to 5% for night time hours.
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\$26	Average Cost Per Month Based on provided variables.
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\$313	Average Cost Per Year Based on provided variables.
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Formetco Representative:

Britt McConnell
2963 Pleasant Hill Road
Duluth, GA 30096
678-951-1118
678-315-9054
brittm@formetco.com
www.formetco.com

LIFETIME UPGRADEABLE MODULES

The fully upgradeable module design allows for simple low cost upgrades or replacements over time.

13.3mm	Pixel Pitch Full Module Replacement Cost shown reflects only module replacement.	\$13,173
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¹ The information provided is for reference purposes only. Formetco strives to offer the most accurate analytics based on the information we have currently available. There may be variations over time. ² Prices do not include taxes, fees or other charges. ³ Available with approved credit, inside the contiguous United States.

TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions ("Terms and Conditions") govern the sale of products (each, a "Product") and installation, maintenance and other ancillary services (each, a "Service") by Formetco to the customer set forth in the Proposal/Sales Agreement ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement. As used herein, "Agreement" shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Proposal/Sales Agreement to which these Terms and Conditions are attached;
- All Change Orders properly executed as set forth herein, in the form available at <https://www.formetco.com/change-orders/>.
- All specifications and drawings attached to the Proposal/Sales Agreement or otherwise agreed to by the parties in writing;
- The following applicable Warranties (in accordance with Section 14 below):
 - o The Brightness Warranty (available at <https://www.formetco.com/brightness-warranty/>);
 - o The 10 Year Limited Parts Warranty (available at <https://www.formetco.com/10-year-limited-parts-warranty/>);
 - o The 5 Year Limited Parts Warranty (available at <https://www.formetco.com/5-year-limited-parts-warranty/>);
- The Wireless Service Terms, if communication services are purchased by Buyer (as set forth on the Proposal/Sales Agreement), available at <https://www.formetco.com/wireless-service-terms/>; and
- The Service Agreement, if purchased by Buyer (available at <https://www.formetco.com/service-agreement/>).

Once executed, each of these "Contract Documents" will be available on Buyer's secure online Formetco client portal.

1. Proposal. The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Formetco at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the "Sales Agreement".

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded or amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Formetco representative. Such document shall be referred to as a "Change Order" and must be in the form available at <https://www.formetco.com/change-orders/>. In the event a Change Order is signed before Formetco ships the Product to Buyer, Formetco will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Formetco ships the Product to Buyer, Formetco will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Product and Services from Formetco at the Price and on the Payment, Terms set forth in the Sales Agreement and, if applicable, the Wireless Service terms and Service Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Formetco's request Buyer shall provide a tax exemption certificate in a form acceptable to Formetco in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Formetco does not waive by the exercise of any rights hereunder), Formetco shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Formetco, whether relating to Formetco's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Formetco and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all Orders in the Continental USA, the Product is sold FOB Formetco's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Formetco's placement of the Product into the carrier's possession. Formetco will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Formetco will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Formetco. Delivery or shipping dates are approximate only and merely represent Formetco's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Formetco of all necessary manufacturing, shipping and delivery information. Formetco is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Formetco's placement of the Product into the carrier's possession and Formetco will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Formetco in all matters relating to the Services, provide access to the Site and provide such other accommodations as Formetco may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Formetco for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Formetco to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Formetco may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Formetco with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Formetco. In the event Formetco arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Formetco, then Buyer will bear the cost of Formetco's demobilization, delay, and remobilization; Formetco will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Formetco provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Formetco's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high water levels; in the event Formetco encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Formetco will suspend all Services related to the Install and will issue a Change Order. Formetco will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Formetco explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure that will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Formetco harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Formetco recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Formetco control or management software applications that are available on the Product (the "Software"), Formetco grants to Buyer, for so long as Buyer owns Product and agrees to the Apparatus Terms of Use available at <https://www.formetco.com/apparatus-terms-of-use/>, a limited, nontransferable, nonexclusive, non-sublicenseable license to (a) use the Software only as installed on and in connection with the Product and Formetco's ownership thereof; and (b) use the user documentation provided by Formetco in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Formetco will provide standard support for such Software for one (1) year from the date of shipment of the Product from Formetco's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Formetco's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Formetco shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Formetco may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Formetco and all rights therein (collectively, "Intellectual Property") will remain the property of Formetco and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Formetco upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Formetco will issue a Change Order including an invoice for the cost of the delay.

12. IBC Risk Designation. Formetco's structural engineering specifications for the Product comply with IBC Risk Category 1 requirements and the Price quote for the Product is based on this compliance level. Accordingly, if Buyer requires compliance with a higher risk category for any reason, then Buyer must notify Formetco to obtain a new Price quote prior to engineering the Product. Any change to the IBC Risk Designation after Formetco's commencement of engineering the Product will require a Change Order.

13. Security Interest. As collateral security for Buyer's full payment to Formetco of all amount(s) that may become due under this Agreement, Buyer hereby grants Formetco a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Formetco at any time and from time to time while such security interest is in effect to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

14. Warranties. Formetco warrants the following to Buyer, as applicable (collectively, the "Warranties"):

- (a) For FTX, the "Brightness Warranty", available at <https://www.formetco.com/brightness-warranty/> (the "Brightness Warranty");
- (b) For FTX, the "10 Year Limited Parts Warranty", available at <https://www.formetco.com/10-year-limited-parts-warranty/> (the "10 Year Limited Parts Warranty");
- (c) For FSI And FSO, the "5 Year Limited Parts Warranty", available at <https://www.formetco.com/5-year-limited-parts-warranty/> (the "5 Year Limited Parts Warranty");

THE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15. Limitation of Liability.

(a) IN NO EVENT SHALL FORMETCO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FORMETCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL FORMETCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FORMETCO FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Formetco's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Formetco's gross negligence or willful misconduct.

16. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend and hold harmless Formetco and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Formetco by reason of or alleging any unauthorized or infringing use by Formetco of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Formetco at Buyer's direction.

17. Delay, Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Formetco be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Formetco including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

18. Use of Image. Formetco may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

19. FCC CLASS A NOTICE. The Product complies with Part 15 of the FCC Rules. Operation of Product is subject to the following conditions: (a) the Product may not cause harmful interference; and (b) the Product must accept any interference received, including interference that may cause undesired operation. Any modifications made to the Product that are not approved by Formetco may void the authority granted to the user by the FCC to operate this Product.

20. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

21. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

22. Applicable Law, Limitations. This Agreement is governed by the laws of the state of Georgia. In the event of any dispute arising out of or relating to this Agreement, Buyer hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, Formetco will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Formetco, must be commenced within one (1) year of the event giving rise to the cause of action.

23. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Section 23 is void.

24. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Formetco in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Formetco hereunder.

25. No Waiver. All remedies of Formetco hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Formetco to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision.

26. Other:

- a) **Parts RMA Process.** FTX 10-Year Parts Warranty, FSO and FSI 5-Year Parts Warranty covers the LED video screen's LED Tiles, power supplies, data receiver cards, power and data cables, photocell, cabinetry and connecting cables. Not covered are third-party components, including computers, router, modem, video equipment, sound systems, video cameras, smart link and webcam which are subject to their respective original manufacture's warranty, which Formetco will administer for a two (2) year period from the date of shipment from Formetco's facility.

Formetco Parts Return Policy. Formetco will ship replacement parts out FedEx ground. The replaced and unused parts need to be shipped back to Formetco. If the parts are not received by Formetco within 60 days from the date the parts were shipped the recipient will be invoiced for the parts not returned.

Formetco will provide an E-Mail parts return reminder at 14 days, 45 days and at 60 days if the parts have not been returned, the recipient will be invoiced for the parts not returned.

- b) **Automated Wireless Agreement.** This Formetco Automated Wireless FAWA ("FAWA") contains the terms and conditions applicable to the provision of wireless communication and related support services by Formetco, Incorporated ("Formetco") to the existing customer subscribing to such Services (the "Buyer"). Such terms are in addition to, and not in lieu of, the Terms and Conditions governing Buyer's purchase of the billboard Product(s) set forth or otherwise incorporated into in the Proposal/Sales Agreement (the "Terms and Conditions") and constitute an amendment to the FAWA referenced in the Terms and Conditions. Capitalized terms used but not otherwise defined herein will have the same meanings given for such terms in the Terms of Conditions.

Services Provided. During the Term, and subject to the terms and conditions hereof, Formetco agrees to provide to Buyer with wireless data transmission services and related support services in connection with the modem installed on the purchased Product (collectively, the "Services"). The scope of the Services (including support hours, procedures and exclusions) is further described at <https://formetco.com/wireless-support-terms/> (the "Wireless Support Terms"), which are incorporated herein by this reference.

1. Term; Termination. The initial term of the Services begins on Buyer's acceptance and acknowledgement of these terms electronically or in writing and will continue for a period of one (1) year; thereafter, the term will automatically renew for successive periods of one (1) year each (collectively with the initial term, all such renewal periods, the "Term"). Either party may terminate this FAWA (i) for its convenience upon at least thirty (30) days prior notice, which may be given via Formetco's customer portal or via email; or (ii) upon written notice to the other party (or Formetco may, in its sole discretion, suspend the provision of the Services) if the other party commits a material breach of this FAWA and fails to cure such breach within fifteen (15) days of written notice of the same (other than Buyer's failure to pay any amounts when due, which must be cured within ten (10) days after notice of the same, which notice may be provided by phone or email).

2. Fees; Invoicing. Buyer will be charged Formetco's then-current standard fees for the Services as communicated to Buyer from time to time in writing (which may be electronically). Formetco's current fees is \$195 per quarter. Formetco may change such fees from time to time on at least sixty (60) days' notice to Buyer (which may be electronic), and Buyer will be deemed to have accepted such changes unless Buyer cancels its subscription to the Services as set forth in Section 2, above, prior to the effective date of such change. All fees will be invoiced as follows: (i) all recurring fees for wireless service and remote support (collectively, the "Recurring Fees") will be billed in advance on the first day of each calendar quarter during the Services Term (or, if a modem is added during the middle of any quarter, on the first day of service, with the fees prorated); and (ii) for any other billable Services under the Wireless Support Terms ("Additional Service Fees"), such fees will be invoiced upon completion of such Services.

(a) Buyer must maintain valid and current credit card or bank account information on file with Formetco and authorize Formetco to deduct the Recurring Charges with respect to the Services against that credit card or bank account (via ACH). By providing Formetco with payment information, Buyer (i) represents and warrants that Buyer is authorized to use that payment method and that any and all charges may be billed to that payment method and will not be rejected; and (ii) authorizes the financial institution specified in such payment method to charge or debit Buyer's account and remit payment to Formetco as described herein. Such authority will remain in effect until Buyer provides Formetco with notice (either via Formetco's customer portal or by calling Formetco's Service Department at 800-204-4386. If Formetco cannot process Buyer's payment method, Formetco will attempt to contact Buyer by phone or email. If payment is not made as set forth in Section 2, Formetco may suspend Buyer's subscription and will not provide Buyer with the Services until payment can be processed. All Additional Service Fees will be due and payable within 30 days after the invoice date. Formetco may combine in one charge all fees due to Formetco from Buyer with respect to Buyer's Products.

(b) Any fees or charges not paid when due will accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. All fees charged by Formetco with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Buyer will be responsible for, except for taxes based on Formetco's net income.

3. Disclaimer. BUYER'S SOLE AND EXCLUSIVE REMEDY, AND FORMETCO'S ENTIRE LIABILITY, FOR ANY FAILURE TO PROPERLY PROVIDE THE SERVICES DESCRIBED HEREUNDER WILL BE THE CORRECTION OR REPERFORMANCE OF THE NON-CONFORMING SERVICES. THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND FORMETCO AND ITS THIRD PARTY SUPPLIERS AND LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE COVERED HARDWARE, COVERED SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. All limitations of liability set forth in the Terms and Conditions and Limited Warranty apply equally to the Services provided under this FAWA.

