



**City of Flowery Branch
City Council Meeting
Thursday, June 17, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Final Public Hearing - Ordinance 644 – To adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022
[Millage Rate Executive Summary.pdf](#)
[Ordinance 644 Millage Rate 2021 - 3.264 millage rate.pdf](#)
[Ordinance 644 Millage Rate 2021 - 3.116 millage rate.pdf](#)
[Ordinance 644 Presentation.pdf](#)
- Final Public Hearing - Resolution 21-005 - To Adopt the Fiscal Year 2022 Annual Budget
[FY2022 Budget Executive Summary.pdf](#)
[Resolution 21-005 To Adopt FY2022 Annual Budget.pdf](#)
[FY2022 Proposed Budget by Fund.pdf](#)

PUBLIC COMMENTS:

UNFINISHED BUSINESS - WORK SESSION:

- 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](#)
- Consider a request submitted by Fall Leaf Residential, LLC. to annex and rezone 6495 and 6509 McEver Road with the intent to develop and construct a townhome community.
[Rough First Read All 4 Ordinances.pdf](#)
[Withdrawal Letter Mcever 6-14 \(1\).pdf](#)
- 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](#)
- 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](#)

NEW BUSINESS -WORK SESSION:

- Consider Resolution 21-008 - 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.
[Resolution 21-008 Executive Summary.pdf](#)
[Resolution 21-008.pdf](#)
[Attachment A - 2nd Qtr Budget Adjustment Form and Detail Report.pdf](#)
[Attachment B - 2nd QTR Budget Adjustments Summary Report.pdf](#)
[Attachment C - 3rd Qtr Budget Adjustment Form and Detail Report.pdf](#)
[Attachment D - 3rd QTR Budget Adjustments Summary Report.pdf](#)
- Farmer's Market Promotion Grant
[2021_FMPP_RFA.pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Attorney Report
- d. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Official Adoption of the Comprehensive Plan
[FB Comp Plan_For 2021 Adoption \(Compressed\).pdf](#)
[Flowery Branch CP_Adoption Resolution.pdf](#)
- Consider May 20, 2021 Meeting Minutes
[May 20, 2021 Minutes.pdf](#)
- Consider Mayor Miller Per Diem
[Consider Mayor Miller per diem.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

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EXECUTIVE SESSION:**ADJOURNMENT:**

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Final Public Hearing - Ordinance 644 – To adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The city's current millage rate is set at 3.264.

The city wishes to maintain the millage rate at 3.264 for tax year 2021 and FY 2022.

FACTS AND ISSUES:

Keeping the millage rate at 3.264 will increase the property tax revenue by 4.75% percent.

To maintain the current property tax revenue the city would need to roll back the millage rate to 3.116.

The proposed millage rate of 3.264 will increase property tax revenue for a home with fair market value of \$275,000 approximately \$11.18 and the proposed tax increase for non-homestead property with a fair market value of \$275,000 is approximately \$17.71.

OPTIONS:

Keep millage rate at 3.264 or rollback the millage rate.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To approve ordinance 644 to adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022.

SAMPLE MOTION:

I make a motion to approve third reading of Ordinance 644 setting the millage rate at _____.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Millage Rate Executive Summary.pdf](#)
- [Ordinance 644 Millage Rate 2021 - 3.264 millage rate.pdf](#)
- [Ordinance 644 Millage Rate 2021 - 3.116 millage rate.pdf](#)
- [Ordinance 644 Presentation.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Ordinance 644 – To adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022

DATE: 06/1/2021

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/17/2021

PURPOSE:

To approve ordinance 644 to adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022.

HISTORY:

The city's current millage rate is set at 3.264.

The city wishes to maintain the millage rate at 3.264 for tax year 2021 and FY 2022.

FACTS AND ISSUES:

Keeping the millage rate at 3.264 will increase the property tax revenue by 4.75% percent.

To maintain the current property tax revenue the city would need to roll back the millage rate to 3.116.

The proposed millage rate of 3.264 will increase property tax revenue for a home with fair market value of \$275,000 approximately \$11.18 and the proposed tax increase for non-homestead property with a fair market value of \$275,000 is approximately \$17.71.

OPTIONS: Keep millage rate at 3.264 or rollback the millage rate.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve third reading of Ordinance 644 setting the millage rate at _____.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

ORDINANCE NO. 644

AN ORDINANCE TO FIX THE AD VALOREM TAX RATE FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE TAX YEAR 2021 AND THE FISCAL YEAR OF 2022; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF FLOWERY BRANCH, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2020; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized to assess, levy and collect an ad valorem tax for the purpose of raising revenue to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for all other lawful public purposes; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to establish for said tax a millage rate, a due date and in what length of time said tax must be paid; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to provide for interest and penalties for unpaid taxes and the collection of delinquent taxes.

WHEREAS the City of Flowery Branch, Georgia held three public hearings on 6/10/2021 at 9am and 6pm and 6/17/2021 at 6pm with two votes for the last two consecutive hearings held 6/10/2021 at 6pm and 6/17/2021 at 6pm.

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

SECTION 1. GROSS MILLAGE RATE.

The ad valorem tax rate for the City of Flowery Branch, Georgia for the tax year 2021 and for the 2022 fiscal year for the City of Flowery Branch, Georgia based upon an estimated total valuation by the tax assessors of Hall County of property subject to ad valorem taxation by the City of Flowery Branch, Georgia is hereby set at a gross millage of 5.542 mills.

SECTION 2. CALCULATION AND PURPOSE OF NET MILLAGE RATE.

Upon dividing the net property value of \$568,807,423 into the total receipts of the local option sales tax for the 2021 tax year, which is \$1,856,587 provides a total roll back of 2.278 mills. Subtracting the total roll back of 2.278 mills from the gross millage rate of 5.542 mills provides for a net millage rate of 3.264 mills to be levied on each \$1,000 of taxable property within the corporate limits for the purpose of raising revenue:

- a) to defray the cost of operating the city government;
- b) to provide governmental services;
- c) for the repayment of principal and interest on general obligations; and/or,
- d) any other public purpose.

SECTION 3. 2021 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Flowery Branch, Georgia, an ad valorem tax for the year 2021 of 3.264 mills on each \$1,000 of value of taxable property.

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the one hundred twentieth (120th) day after the postmark of said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

(1) Ad valorem taxes of \$500.00 or less on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated; or

(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for

the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

(B) Taxes owed the city shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15 or any publication that may supersede it, plus three percent (3%), to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. For the purpose of this section, any period of less than one month shall be considered one month.

SECTION 6. NOTICE, ISSUANCE OF FL. FA. AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

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(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

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SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO 2020.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2020, which are due and owing to the City of Flowery Branch, Georgia by delinquent taxpayers, the City of Flowery Branch, Georgia, through a duly authorized agent which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years. This past due and delinquent tax notice shall be sent to aid delinquent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within sixty (60) days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other properly duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed."

SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

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

SECTION 9. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

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SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO 2020.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2020, which are due and owing to the City of Flowery Branch, Georgia by delinquent taxpayers, the City of Flowery Branch, Georgia, through a duly authorized agent which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years. This past due and delinquent tax notice shall be sent to aid delinquent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within sixty (60) days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other properly duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed."

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If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



Ordinance No.
644: Millage Rate

Public Hearing

- Adopt the Ad Valorem tax rate and levy the tax upon all property subject to taxation by the City of Flowery Branch
 - Net property value is \$568,807,423

Gross Millage Rate	5.542
LOST Rollback	2.278
Reassessment Rollback	0.000
Net Millage Rate	3.264



Ordinance No.
644: Millage Rate

Net Millage Rate

3.264

Property Tax:

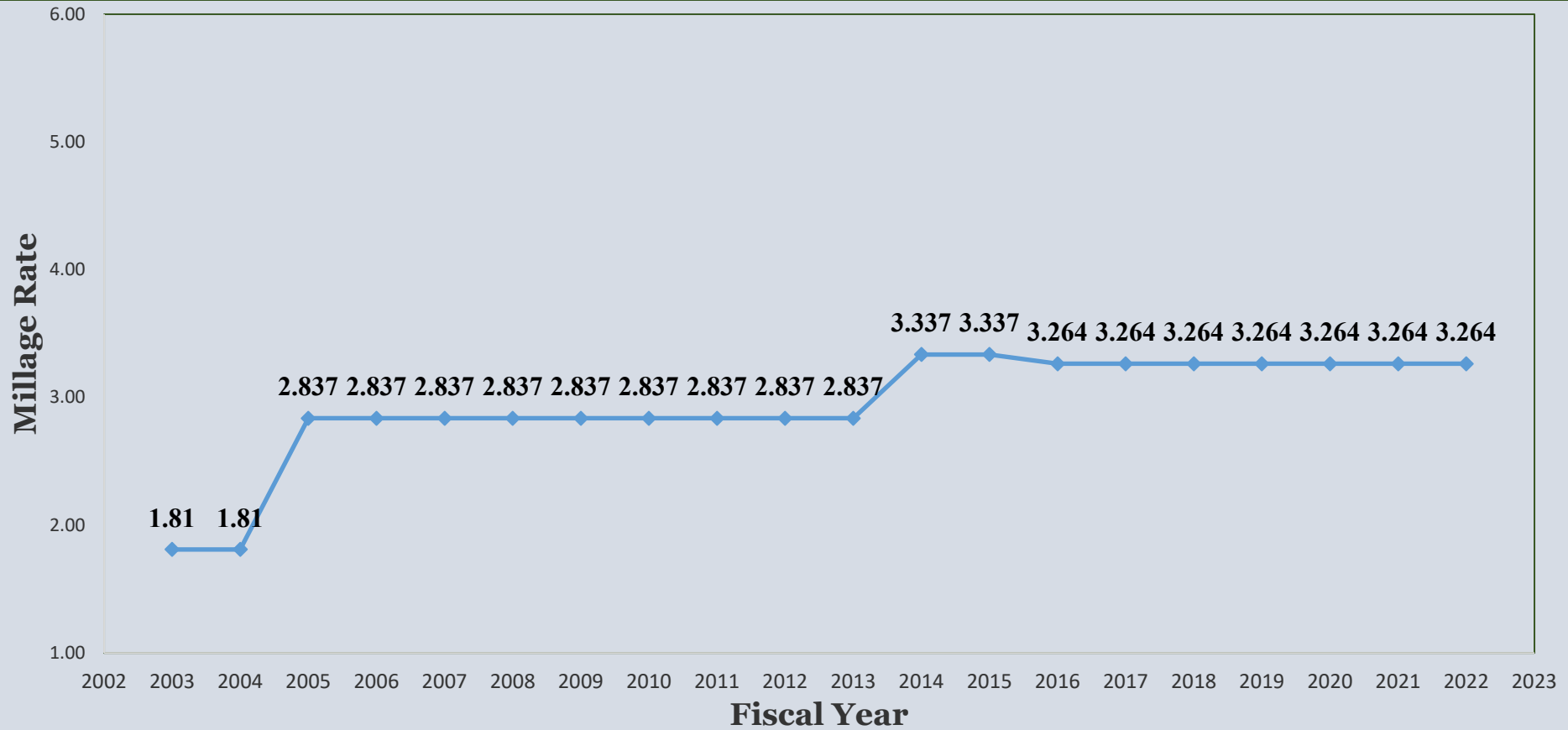
- Major revenue source for the City to provide operations
- How does our millage rate breakdown to cover city-wide operations?
- How much? **\$1,856,587** (at 100% collection rate)

	Budget	Percent	Mills	PT Revenue
Maintenance (Public Works):	\$1,001,146	16.5%	0.540	\$306,881
Operations:	\$2,114,571	34.9%	1.140	\$648,179
Police/Court:	\$1,957,445	32.3%	1.055	\$600,016
Parks:	\$85,550	1.4%	0.046	\$26,224
Planning & Development:	\$898,075	14.9%	0.483	\$275,287
Totals:	\$6,056,787	100.0%	3.264	\$1,856,587

YOUR TAX DOLLAR AT WORK

A Quick-Look Summary of the Adopted \$6.057
Million FY 2021 General Fund Budget

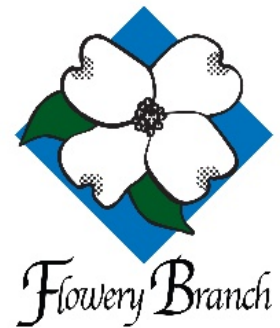




MILLAGE RATE HISTORY

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021

COUNTY:	HALL	TAXING JURISDICTION:	CITY OF FLOWERY BRANCH	
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	448,874,545	25,755,805	47,633,778	522,264,128
PERSONAL	52,435,720		2,534,732	54,970,452
MOTOR VEHICLES	2,994,510		(431,740)	2,562,770
MOBILE HOMES	371,973		(6,518)	365,455
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	20,946		(10,101)	10,845
GROSS DIGEST	504,697,694	25,755,805	49,720,151	580,173,650
EXEMPTIONS	11,453,997		(87,770)	11,366,227
NET DIGEST	493,243,697	25,755,805	49,807,921	568,807,423
	(PYD)	(RVA)	(NAG)	(CYD)
2020 MILLAGE RATE:	3.264		2021 MILLAGE RATE:	3.264
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2020 Net Digest	PYD	493,243,697	(PYD+RVA+NAG)	
Net Value Added-Reassessment of Existing Real Property	RVA	25,755,805		
Other Net Changes to Taxable Digest	NAG	49,807,921		
2021 Net Digest	CYD	568,807,423		
2020 Millage Rate	PYM	3.264	PYM	
Millage Equivalent of Reassessed Value Added	ME	0.148	(RVA/CYD) * PYM	
Rollback Millage Rate for 2021	RR - ROLLBACK RATE	3.116	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate		Rollback Millage Rate	3.116	
Imputed above, this section will automatically calculate the amount of increase in property		2021 Millage Rate	3.264	
taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)		Percentage Tax Increase	4.75%	



Median Home Value for the City of Flowery Branch

100% Fair Market Value	40% Fair Market Value	Millage	Tax	Revenue to the City
\$ 275,000	\$ 110,000	3.264	\$359.04	\$ 1,810,173

NOTE: \$1,810,173 is based on a 97.5% collection rate.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Final Public Hearing - Resolution 21-005 - To Adopt the Fiscal Year 2022 Annual Budget

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year.

OPTIONS:

To adopt the FY2022 Annual Budget.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To approve adoption of the FY2022 Annual Budget

SAMPLE MOTION:

I make a motion to approve Resolution 21-005 to adopt the FY2022 Annual Budget.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [FY2022 Budget Executive Summary.pdf](#)
- [Resolution 21-005 To Adopt FY2022 Annual Budget.pdf](#)
- [FY2022 Proposed Budget by Fund.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-005 – To Adopt the Fiscal Year 2022 Annual Budget

DATE: 06/01/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/17/2021

PURPOSE:

RESOLUTION 21-005:

TO ADOPT THE FY2022 ANNUAL BUDGET

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year.

OPTIONS: To adopt the FY2022 Annual Budget.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 21-005 to adopt the FY2022 Annual Budget.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

RESOLUTION NO. 21-005

TO ADOPT THE FISCAL YEAR 2022 ANNUAL BUDGET FOR EACH FUND OF THE CITY OF FLOWERY BRANCH, GEORGIA; TO APPROPRIATE THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES OR EXPENSES; TO ADOPT THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS; TO SET THE LEGAL LEVEL OF BUDGETARY CONTROL; TO PROHIBIT EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE; TO PROHIBIT EXPENDITURES OR EXPENSES BEYOND THE FISCAL YEAR FOR WHICH THEY WERE APPROPRIATED; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Flowery Branch; and

WHEREAS, O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the proposed Fiscal Year 2022 Annual Budget, effective from July 1, 2021 to June 30, 2022 ; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed budget as the Fiscal Year 2022 Annual Budget, effective from July 1, 2021 to June 30, 2022.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2022 Annual Budget, attached hereto and incorporated by reference as if fully set forth herein, is hereby adopted as the Budget for the City of Flowery Branch, Georgia for the Fiscal Year 2022, which begins on July 1, 2021 and ends on June 30, 2022.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the "legal level of control" as defined by O.C.G.A. § 36-81-2(14) is set at the department level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department.

Section 4. That under no circumstances shall expenditures or expenses exceed the amount appropriated without a further Budget amendment approved by the Mayor and Council.

Section 5. That all appropriations shall lapse at the end of the fiscal year.

Section 6. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

SO RESOLVED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



City of Flowerly Branch

FY2022 Proposed Budget Listing

Account Number	Account Name	FY2022 Proposed Budget
Fund: 100 - GENERAL FUND		
Revenue		
Department: 0000 - Undesignated		
100-0000-311100	Real Prop Taxes - Current Year	1,810,173.00
100-0000-311150	Real Prop Taxes Curr Yr-Penalties	3,500.00
100-0000-311310	Motor Vehicle Taxes	7,600.00
100-0000-311311	TVAT Taxes	340,000.00
100-0000-311312	AAVT Taxes	5,000.00
100-0000-311320	Mobile Home Tax	1,000.00
100-0000-311340	Intangibles - Personal Property Tax	40,000.00
100-0000-311350	GA DOR - Railroad Equipment Taxes	500
100-0000-311500	Real Prop Taxes - Street Lights	9,110.00
100-0000-311600	Real Estate Transfer Taxes	10,000.00
100-0000-311710	Franchise Fees - GA Power	175,000.00
100-0000-311720	Franchise Fees - Jackson EMC	230,000.00
100-0000-311730	Franchise Fees - Southern Co. Gas	78,000.00
100-0000-311750	Franchise Fees - Charter Cable	20,000.00
100-0000-311760	Franchise Fees - BellSouth / AT&T	8,000.00
100-0000-311770	Franchise Fees - Others	7,000.00
100-0000-313100	LOST	1,300,000.00
100-0000-314200	Excise Tax - Distributors	263,000.00
100-0000-314300	Excise Tax - Restaurants	26,000.00
100-0000-314900	Excise Tax - Other	5,000.00
100-0000-316100	Business License (Occupational Tax)	50,000.00
100-0000-316200	Insurance Premium Tax	505,000.00
100-0000-316300	Financial Institution Tax	25,000.00
100-0000-321110	Licenses - Beer	18,000.00
100-0000-321120	Licenses - Wine	15,000.00
100-0000-321130	Licenses-Alcohol	43,000.00
100-0000-321131	Miscellaneous Fees - Rev	500
100-0000-321220	Business Taxes (Ins. Co_ \$50.00)	17,000.00
100-0000-321900	Yard Sale Permits	75
100-0000-321901	Business Licenses - Admin Fees	800
100-0000-322210	Zoning / Land Use Fees	2,500.00
100-0000-323100	Building & Sign Permits	314,643.00
100-0000-323900	Land Disturbance Fees	18,000.00
100-0000-323992	Plan Review Fees	31,500.00
100-0000-323995	PTV Regulatory Fees	300
100-0000-341320	Impact Fees (3% Admin. Fee)	10,934.00
100-0000-341400	Copies	150
100-0000-341910	Qualifying Fees (Elections)	612
100-0000-342120	Police Dept - Accident Reports	2,500.00
100-0000-342210	Police Dept. - False Alarms	1,000.00
100-0000-342310	Police Dept -Pouring/AlcoholPrints	5,400.00
100-0000-342900	Police Dept - Back Ground Checks	2,500.00
100-0000-342910	Police Dept - Reports & Misc Rev	400
100-0000-346900	Police Dept - Alternative Sentencing Fees	3,500.00
100-0000-351100	Court Fines	400,000.00
100-0000-351200	GA Probation Fines	30,000.00
100-0000-351300	PD - State Asset Forfeitures	1,000.00
100-0000-361000	Interest Revenues	7,000.00
100-0000-371200	Police Dept - Shop with a Cop	6,500.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-0000-371210	Police Dept - Technology Fund	30,240.00
100-0000-380005	Surplus Sale of Equipment	500
100-0000-381120	Rent - Main Street Rent	31,350.00
100-0000-382000	Rent - Cingular Tower	40,000.00
100-0000-391275	Transfer In - Hotel/Motel Rev	103,000.00
Total Department: 0000 - Undesignated:		6056787
Total Revenue:		6056787
Expense		
Department: 0000 - Undesignated		
100-0000-579000	Contingency	139,247.00
Total Department: 0000 - Undesignated:		139247
Department: 1110 - Council		
100-1110-511100	Council / Salaries	24,000.00
100-1110-511101	Council / Meeting Per Diem	1,500.00
100-1110-512200	Council / FICA & Medicare	1,836.00
100-1110-521100	Council / Retreat	6,000.00
100-1110-523470	Council / Printing & Binding	2,000.00
100-1110-523500	Council / Travel Expense	3,500.00
100-1110-523700	Council / Edu. & Training	3,500.00
100-1110-531100	Council / Supplies & Material (EDC)	3,000.00
100-1110-531700	Council / Uniforms	500
Total Department: 1110 - Council:		45836
Department: 1130 - City Clerk		
100-1130-511100	City Clerk / Salary	69,607.00
100-1130-512100	City Clerk / Health Insurance	10,000.00
100-1130-512200	City Clerk / FICA & Medicare	5,234.00
100-1130-512220	City Clk Long Term Disability	451
100-1130-512400	City Clerk / Retirement	7,200.00
100-1130-512600	City Clerk / GA SUI	301
100-1130-523220	City Clerk / Cell Phone	480
100-1130-523500	City Clerk / Travel Expenses	2,500.00
100-1130-523600	City Clerk / Dues & Fees	200
100-1130-523700	City Clerk / Education & Training	2,500.00
100-1130-531100	City Clerk / Supplies & Materials	1,000.00
100-1130-531600	City Clerk / Small Equipment	500
100-1130-531790	City Clerk / Uniforms	100
Total Department: 1130 - City Clerk:		100073
Department: 1310 - Mayor		
100-1310-511100	Mayor / Salary	6,000.00
100-1310-511101	Mayor / Meeting Per Diem	3,000.00
100-1310-512200	Mayor / FICA & Medicare	459
100-1310-523221	Mayor / Cell Phone	780
100-1310-523500	Mayor / Travel Expense	2,000.00
100-1310-523700	Mayor / Education & Training	1,500.00
100-1310-531100	Mayor / Supplies & Material	500
100-1310-531700	Mayor / Uniforms	100
Total Department: 1310 - Mayor:		14339
Department: 1320 - City Manager		
100-1320-511100	City Manager/ Salary	46,830.00
100-1320-512100	City Manager / Health Insurance	35,696.00
100-1320-512200	City Manager/ FICA & Medicare	3,499.00
100-1320-512220	City Manager / Long Term Disability	301
100-1320-512400	City Manager / Retirement	4,803.00
100-1320-512600	City Manager/ GA SUI	301

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
100-1320-512910	City Manager / Car Allowance	6,000.00
Total Department: 1320 - City Manager:		97430
Department: 1400 - Elections		
100-1400-511200	Elections / Poll Workers	4,000.00
100-1400-523300	Elections / Advertising	500
100-1400-531100	Elections / Supplies & Materials	600
Total Department: 1400 - Elections:		5100
Department: 1500 - General Administration		
100-1500-511100	Admin / Salaries	180,000.00
100-1500-511300	Admin / Overtime	6,315.00
100-1500-512100	Admin / Health Insurance	56,544.00
100-1500-512200	Admin / FICA & Medicare	13,918.00
100-1500-512220	Admin - Long Term Disability	1,122.00
100-1500-512400	Admin / Retirement	14,570.00
100-1500-512600	Admin / GA SUI	813
100-1500-512700	Admin / Workers Comp.	100,000.00
100-1500-521105	Admin / E-Verify & SAVE Fees	500
100-1500-521204	Admin / Prof. Svs / Eng / Appraisals	28,000.00
100-1500-521240	Admin / Legal Fees	125,000.00
100-1500-521245	Admin / Annual Audit Fees	45,000.00
100-1500-521297	Admin / Surplus Sale Auction	500
100-1500-521300	Admin / Website & Software Maintenance	13,000.00
100-1500-521310	Admin / IT Services	16,500.00
100-1500-523200	Admin / Communications	500
100-1500-523201	Admin / Cell Phones	720
100-1500-523250	Admin / Shipping & Postage	5,000.00
100-1500-523300	Admin / Advertising	3,000.00
100-1500-523400	Admin / Printing & Binding	5,000.00
100-1500-523500	Admin / Travel Expenses	7,000.00
100-1500-523600	Admin / Dues & Fees	8,000.00
100-1500-523602	Admin / Accountant Consulting Fees	10,000.00
100-1500-523603	Admin / Muni Code	10,000.00
100-1500-523700	Admin / Education & Training	7,000.00
100-1500-531100	Admin / Supplies & Materials	4,000.00
100-1500-531110	Admin / Office Supplies	5,000.00
100-1500-531400	Admin / Books & Periodicals	600
100-1500-531600	Admin / Small Equipment	10,000.00
100-1500-531701	Admin / Miscellaneous	12,000.00
100-1500-531790	Admin / Uniforms	320
Total Department: 1500 - General Administration:		689922
Department: 1555 - Risk Management		
100-1555-523190	Risk Mgmt - Property & Liability	112,000.00
100-1555-531100	Risk Mgmt - Safety Coordinator	1,500.00
Total Department: 1555 - Risk Management:		113500
Department: 1565 - Gen Govt Bldg and Plant		
100-1565-521010	City Hall & Bldg's / Security	6,000.00
100-1565-522100	City Hall & Bldg's / Cleaning	19,500.00
100-1565-522140	City Hall & Bldg's / Lawn Maintenance	12,000.00
100-1565-522200	City Hall & Bldg's / Repairs & Maintenance	35,000.00
100-1565-522210	City Hall & Bldg's / Pest / Termite	7,500.00
100-1565-522220	City Hall & Bldg's / AC Repairs & Maint.	25,000.00
100-1565-523200	City Hall & Bldg's / Communications	25,000.00
100-1565-531100	City Hall & Bldg's / Supplies & Materials	4,000.00
100-1565-531211	City Hall & Bldg's / Water & Sewer	13,000.00
100-1565-531230	City Hall & Bldg's / Electricity	35,000.00
100-1565-531700	City Hall & Bldg's - Other Expenses	15,000.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-1565-541300	Capital Outlays - City Hall	40,000.00
Total Department: 1565 - Gen Govt Bldg and Plant:		237000
Department: 1570 - Public Information		
100-1570-523202	GA Mtn Regional Commission	9,000.00
Total Department: 1570 - Public Information:		9000
Department: 1580 - Records Management		
100-1580-523950	Records Management - Destruction	200
Total Department: 1580 - Records Management:		200
Department: 2650 - Municipal Court		
100-2650-511100	Court Clerk / Salary	83,743.00
100-2650-511300	Court Clerk / Overtime	2,500.00
100-2650-512100	Court Clerk / Health Insurance	12,378.00
100-2650-512200	Court Clerk / FICA & Medicare	6,342.00
100-2650-512220	Court - Long Term Disability	659
100-2650-512400	Court Clerk / Retirement	8,524.00
100-2650-512600	Court Clerk / GA SUI	603
100-2650-521201	Solicitor	8,700.00
100-2650-521202	Public Defender	8,700.00
100-2650-521203	Judge	11,700.00
100-2650-521300	Court / CJT & SSI Software & Support	30,000.00
100-2650-523500	Court / Travel Expenses	500
100-2650-523700	Court / Education & Training	1,300.00
100-2650-523850	Translator	4,940.00
100-2650-531705	Prison Costs	6,000.00
Total Department: 2650 - Municipal Court:		186589
Department: 3210 - Police Administration		
100-3210-511100	PD Admin / Salaries	215,117.00
100-3210-511300	PD Admin / Overtime	1,349.00
100-3210-512100	PD Admin / Health Insurance	39,609.00
100-3210-512200	PD Admin / FICA & Medicare	16,300.00
100-3210-512220	PD Admin / Long Term Disability	1,693.00
100-3210-512400	PD Admin/ Retirement	12,567.00
100-3210-512600	PD Admin / GA SUI	904
100-3210-521110	PD / Drug Testing	2,000.00
100-3210-521200	PD Admin / Legal Fees	5,000.00
100-3210-521201	PD Admin / Public Relations	5,000.00
100-3210-521230	PD / State Forfeiture Materials & Equipment	32,800.00
100-3210-521267	PD / Firing Range Repairs/Maint	200
100-3210-521291	PD / Shop with a Cop	8,000.00
100-3210-521292	PD / Technology Fund Expense	30,240.00
100-3210-521300	PD/ Website & Software Maintenance	14,500.00
100-3210-521310	PD / IT Services	16,500.00
100-3210-522205	PD / Vehicle Repairs & Maint.	25,000.00
100-3210-522206	PD / Towing of Vehicles	300
100-3210-523200	PD / Communications	12,258.00
100-3210-523203	PD / Radio's for Vehicles	4,500.00
100-3210-523221	PD / Cell Phones	15,900.00
100-3210-523250	PD Admin/ Shipping & Postage	1,000.00
100-3210-523300	PD / Advertising	600
100-3210-523400	PD/ Printing & Binding	1,500.00
100-3210-523601	PD / Dues & Fees / TLO / GTA	1,800.00
100-3210-523700	PD / Education & Training	10,000.00
100-3210-531100	PD/ Supplies & Materials	8,500.00
100-3210-531110	PD/ Office Supplies	5,000.00
100-3210-531270	PD / Gasoline	77,000.00
100-3210-531400	PD/ Books & Periodicals	200

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-3210-531600	PD / Small Equipment	18,000.00
100-3210-531620	PD / Safety Vests/ B.P.	6,900.00
100-3210-531795	PD / Uniforms	16,000.00
100-3210-540000	PD / Capital Items	43,000.00
Total Department: 3210 - Police Administration:		649237
Department: 3223 - Patrol		
100-3223-511100	Patrol/ Salaries	774,982.00
100-3223-511300	Patrol/ Overtime	18,811.00
100-3223-511301	Patrol / Event Support Overtime	2,000.00
100-3223-512100	Patrol / Health Insurance	183,726.00
100-3223-512200	Patrol / FICA & Medicare	59,191.00
100-3223-512220	Patrol / Long Term Disability	6,175.00
100-3223-512400	Patrol / Retirement	66,614.00
100-3223-512410	Patrol / Peace Officers Annuity Fund	5,000.00
100-3223-512600	Patrol / GA SUI	5,120.00
Total Department: 3223 - Patrol:		1121619
Department: 4210 - Highways & Street Adm		
100-4210-511100	PW / Salaries	130,000.00
100-4210-511300	PW / Overtime	2,866.00
100-4210-511301	PW - Event Support Overtime	600
100-4210-512100	PW / Health Insurance	35,384.00
100-4210-512200	PW / FICA & Medicare	9,770.00
100-4210-512220	PWs / Long Term Disability	594
100-4210-512400	PW / Retirement	874
100-4210-512600	PWs / GA SUI	1,747.00
100-4210-521200	PWs / Legal Fees	15,000.00
100-4210-521204	PWs / Prof. Services	12,000.00
100-4210-521300	PWs / Website & Software Maintenance	13,000.00
100-4210-521311	PWs / IT Services	16,500.00
100-4210-522115	PWS / Land Fill Costs	5,000.00
100-4210-522200	PWs / Repairs & Maintenance	9,000.00
100-4210-522205	PWs / Vehicle Repairs & Maint.	12,000.00
100-4210-522250	PWs / Roads - Repairs & Maintenance	80,000.00
100-4210-522252	PWs / Signage Installation & Maintenance	10,000.00
100-4210-522260	PWs / Stormwater Management	135,061.00
100-4210-523221	PWs / Cell Phones	2,100.00
100-4210-523600	PWs / Dues and Fees	250
100-4210-523700	PWs / Education & Training	5,000.00
100-4210-531100	PWs / Supplies & Material	10,000.00
100-4210-531270	PWs / Gasoline	14,400.00
100-4210-531600	PWs / Small Equipment	25,000.00
100-4210-531790	PW / Uniforms	12,000.00
100-4210-541000	PWs / Property ROW Acquisition	12,000.00
100-4210-542100	PWs / Capital Purchases	25,000.00
100-4210-542200	PWs / Vehicles	45,000.00
Total Department: 4210 - Highways & Street Adm:		640146
Department: 4260 - Street Lighting		
100-4260-531232	Street Lights / Electricity	70,000.00
100-4260-531233	Street Lights - Madison Creek	2,800.00
100-4260-531235	FB Welcome Sign - Electricity	1,000.00
Total Department: 4260 - Street Lighting:		73800
Department: 4270 - Traffic Engineering		
100-4270-523210	Traffic Signal / AT&T	3,000.00
100-4270-531231	Traffic Signal / Electricity	5,000.00
Total Department: 4270 - Traffic Engineering:		8000

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Department: 4900 - Maintenance And Shop		
100-4900-522200	PWs / Shop - Repairs & Maintenance	3,000.00
100-4900-531100	Shop/ Supplies & Materials	1,000.00
Total Department: 4900 - Maintenance And Shop:		4000
Department: 5530 - Community Center / Depot		
100-5530-521200	Depot & Comm Room / Contracted Services	6,000.00
100-5530-522200	Depot & Comm Rm/Caboose Repairs & Maint.	10,500.00
100-5530-523200	Depot / Communications	4,200.00
100-5530-531100	Depot & Comm Room/ Supplies & Materials	3,000.00
100-5530-531230	Depot/Caboose Electricity	5,700.00
Total Department: 5530 - Community Center / Depot:		29400
Department: 6100 - Railroad Right-Of-Way		
100-6100-522310	RR / Lease Pmt. Right-Aways	4,500.00
100-6100-522350	RR / Improvements to Right-Aways	4,300.00
Total Department: 6100 - Railroad Right-Of-Way:		8800
Department: 6110 - Culture & Recreation		
100-6110-523245	C&R / Vendors & Sponsors IN & OUT	4,100.00
100-6110-523600	C&R / Dues & Fees (ASCAP)	350
100-6110-523900	C&R / Porta John Rentals & Cleaning Service	5,850.00
100-6110-531190	C&R / Concert Expenses	4,000.00
100-6110-531191	C&R / Christmas Decorating	75,000.00
100-6110-531192	C&R / LLCVB Event Support	8,250.00
100-6110-531193	C&R / Community Art Fund	5,000.00
100-6110-531990	C&R / Supplies & Materials	3,000.00
Total Department: 6110 - Culture & Recreation:		105550
Department: 6200 - Parks		
100-6200-522200	Parks / Repairs & Maintenance	15,000.00
100-6200-541200	Parks / Site Improvements	60,000.00
Total Department: 6200 - Parks:		75000
Department: 7400 - Planning & Community Dev.		
100-7400-511100	PCD/ Salaries	274,307.00
100-7400-511300	PCD/ Overtime	5,577.00
100-7400-512100	PCD/ Health Insurance	29,772.00
100-7400-512200	PCD/ FICA & Medicare	21,123.00
100-7400-512220	PCD - Long Term Disability	2,155.00
100-7400-512400	PCD/ Retirement	23,386.00
100-7400-512600	PCD/GA SUI	1,205.00
100-7400-521201	PCD / Professional Sys & Projects	100,000.00
100-7400-521202	PCD / MS4 Reporting	20,000.00
100-7400-521205	PCD/ Comprehensive Plan	75,000.00
100-7400-521207	PCD/ GIS Permitting Sys - Hall Co.	19,000.00
100-7400-521208	PCD / Traffic Calming	10,000.00
100-7400-521209	PCD / Contracted Services (S&E)	85,000.00
100-7400-521240	PCD/ Legal Fees	40,000.00
100-7400-521247	PCD / Plan Review Expenses	25,000.00
100-7400-521300	PCD / Website & Software Maintenance	18,000.00
100-7400-521310	PCD / IT Services	16,500.00
100-7400-522205	PCD / Vehicle Repairs & Maint	3,500.00
100-7400-523200	PCD/ Communications	500
100-7400-523221	PCD/ Cell Phones	2,600.00
100-7400-523250	PCD / Shipping & Postage	1,000.00
100-7400-523300	PCD/ Advertising	5,000.00
100-7400-523400	PCD/ Printing & Binding	1,000.00
100-7400-523500	PCD/ Travel Expenses	4,150.00
100-7400-523600	PCD/ Dues & Fees	1,000.00
100-7400-523700	PCD/ Education & Training	4,150.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-7400-531100	PCD / Supplies & Materials	2,000.00
100-7400-531110	PCD/ Office Supplies	1,200.00
100-7400-531211	PCD - Water / Sewer / Trash Sys Chg	2,500.00
100-7400-531270	PCD/ Gasoline	300
100-7400-531400	PCD/ Books & Periodicals	150
100-7400-531600	PCD / Small Equipment	8,000.00
100-7400-531790	PCD/ Uniforms	3,000.00
100-7400-542500	PCD / Capital Items	50,000.00
Total Department: 7400 - Planning & Community Dev.:		856075
Department: 7520 - Economic Development		
100-7520-521201	Professional Services & Projects	10,000.00
100-7520-531100	Development Auth. Supplies & Matls	7,000.00
100-7520-572000	E. D. C. Contract	25,000.00
Total Department: 7520 - Economic Development:		42000
Department: 7540 - 7540		
100-7540-511100	Tourism / Salaries	54,277.00
100-7540-511300	Tourism / Overtime	1,700.00
100-7540-512100	Tourism / Health Insurance	12,276.00
100-7540-512200	Tourism / FICA & Medicare	4,259.00
100-7540-512220	Tourism / Long Term Disability	437
100-7540-512600	Tourism / GA SUI	301
100-7540-521201	Tourism / Public Relations	3,000.00
100-7540-523200	Tourism / Communications	3,600.00
100-7540-523201	Tourism / Cell Phone	720
100-7540-523300	Tourism / Advertising	3,000.00
100-7540-523400	Tourism / Printing & Binding	3,000.00
100-7540-523500	Tourism / Travel Expenses	3,000.00
100-7540-523700	Tourism / Training	3,000.00
100-7540-531192	Tourism / Events Support	25,000.00
100-7540-531700	Tourism / Uniforms	500
Total Department: 7540 - 7540:		118070
Department: 9000 - Non-Departmental		
100-9000-611270	Transfer Out 270 - TAD Fund	70,000.00
100-9000-611350	Transfer Out 350 - Local Resources Fund	616,854.00
Total Department: 9000 - Non-Departmental:		686854
Total Expense:		6056787
Total Fund: 100 - GENERAL FUND:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 270 - TAX ALLOCATION DISTRICT F		
Revenue		
Department: 0000 - Undesignated		
270-0000-311100	TAD - Revenue - Hall Co Portion	105,000.00
270-0000-361000	Interest Revenue	5,000.00
270-0000-391100	Transfer in 100 - General Fund	70,000.00
270-0000-399900	Budgeted Fund Balance	5,095,519.00
Total Department: 0000 - Undesignated:		5275519
Total Revenue:		5275519
Expense		
Department: 0000 - Undesignated		
270-0000-541200	Pine Street Park & Streetscaping	589,465.00
270-0000-541220	Market Pavilion Park & Streetscaping	1,331,249.00
270-0000-541410	Pine Street Improvements	586,932.00
270-0000-541420	Old Town Bike-Pedestrian Path	1,010,081.00
270-0000-541430	Mitchell Street Improvements	851,126.00
270-0000-541440	Downtown Stormwater Improvements	714,866.00
270-0000-581100	TRG Annual Tax Increment Loan Payment	30,000.00
270-0000-582100	Interest - Series 2020 Bond	158,800.00
270-0000-583000	Fiscal Agent Fees	3,000.00
Total Department: 0000 - Undesignated:		5275519
Total Expense:		5275519
Total Fund: 270 - TAX ALLOCATION DISTRICT F:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 275 - TOURISM / HOTEL - MOTEL F		
Revenue		
Department: 0000 - Undesignated		
275-0000-314100	CVB Hotel Tax Rev - City's Portion	83,000.00
275-0000-314200	Tourism Product Development	20,000.00
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion	51,000.00
Total Department: 0000 - Undesignated:		154000
Total Revenue:		154000
Expense		
Department: 7540 - 7540		
275-7540-572000	Convention Visitors Bureau	51,000.00
275-7540-611100	Trans Out 100 - General Fund	103,000.00
Total Department: 7540 - 7540:		154000
Total Expense:		154000
Total Fund: 275 - TOURISM / HOTEL - MOTEL F:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND		
Revenue		
Department: 0000 - Undesignated		
308-0000-344230	Residential Sewer Development Charges	215,000.00
308-0000-344231	Residential Water Development Charges	215,000.00
308-0000-344233	Commercial Water Development Charges	100,000.00
308-0000-344234	Commercial Sewer Development Charges	100,000.00
308-0000-344235	Residential Irrigation Meters	10,000.00
308-0000-344236	Commercial Irrigation Meters	10,000.00
308-0000-393100	GEFA Debt Proceeds - DW2020020	1,515,000.00
308-0000-393200	GEFA Debt Proceeds - CW2020010	11,215,001.00
Total Department: 0000 - Undesignated:		13380001
Total Revenue:		13380001
Expense		
Department: 0000 - Undesignated		
308-0000-541510	Construction Management Services	393,000.00
308-0000-541520	Wastewater Expansion Construction (Parallel Plai	10,017,001.00
308-0000-541525	Geotechnical for Construction Site Work	55,000.00
308-0000-541530	Wastewater Pump Station Modification	100,000.00
308-0000-541610	Water Distribution System Upgrade	200,000.00
308-0000-541620	Lights Ferry Water Line	250,000.00
308-0000-541630	Purchase Well 4 & 5	400,000.00
308-0000-541640	Test Well 4 & 5	50,000.00
308-0000-541650	Install Pumps and Well House 4 & 5	475,000.00
308-0000-541660	SCADA System Improvements	50,000.00
308-0000-541670	New 750,000 Ground Tank Construction	625,000.00
308-0000-542000	Wastewater Effluent Discharge Force Main - Phas	750,000.00
308-0000-543003	HACH Maintenance & Lab Management Software	15,000.00
Total Department: 0000 - Undesignated:		13380001
Total Expense:		13380001
Total Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND:		0

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
Fund: 320 - SPLOST FUND		
Revenue		
Department: 0000 - Undesignated		
320-0000-313508	SPLOST VIII	1,175,103.00
Total Department: 0000 - Undesignated:		1175103
Total Revenue:		1175103
Expense		
Department: 0000 - Undesignated		
320-0000-522250	VIII -Roads & Sidewalk Improvements	552,103.00
320-0000-541004	VIII - Lights Ferry Culvert	550,000.00
320-0000-542200	VIII -PD Vehicles & Equipment	43,000.00
320-0000-542300	VIII -Public Works Vehicles & Equipment	30,000.00
Total Department: 0000 - Undesignated:		1175103
Total Expense:		1175103
Total Fund: 320 - SPLOST FUND:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 350 - LOCAL RESOURCES FUND		
Revenue		
Department: 0000 - Undesignated		
350-0000-334100	LMIG Revenue	85,000.00
350-0000-389200	Reserves	1,218,535.00
350-0000-391100	Transfer in 100 - General Fund	616,854.00
Total Department: 0000 - Undesignated:		1920389
Total Revenue:		1920389
Expense		
Department: 0000 - Undesignated		
350-0000-522200	Paving/Repairs & Maintenance - Roads	885,713.00
350-0000-522255	Mitchell St/Bassett Storwater Planning & Design	400,000.00
350-0000-541003	City-Wide Signage Project	78,000.00
350-0000-541004	Mitchell St Stormwater Infrastructure Imp - Phase	75,000.00
350-0000-541300	City Buildings Generator Project	50,000.00
350-0000-543001	Downtown Streetscapes/Parks Design Project	92,500.00
350-0000-581000	Principal - City Hall Bond	293,547.00
350-0000-582100	Interest - City Hall Bond	45,629.00
Total Department: 0000 - Undesignated:		1920389
Total Expense:		1920389
Total Fund: 350 - LOCAL RESOURCES FUND:		0

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
Fund: 505 - WATER / SEWER FUND		
Revenue		
Department: 0000 - Undesignated		
505-0000-344210	Water Charges	801,000.00
505-0000-344220	Meter Set Fees	225,000.00
505-0000-344232	Admin. Fees	112,000.00
505-0000-344253	Sewer Charges - Billed By Gainesville	800,000.00
505-0000-344254	Sewer Charges	1,100,000.00
505-0000-380000	Penalties / Reconnect Fees	48,000.00
505-0000-380100	W&S Miscellaneous Revenue	3,500.00
505-0000-380500	S / F.O.G. & Pre-Treatment Permits	7,850.00
505-0000-389000	WI Rebates from Gainesville 5%	38,000.00
Total Department: 0000 - Undesignated:		3135350
Total Revenue:		3135350
Expense		
Department: 0000 - Undesignated		
505-0000-579000	Contingency	187,788.00
505-0000-581100	Bonds - Principal Payments	278,000.00
505-0000-581300	GEFA CW13009 - Principal	71,101.00
505-0000-582100	Bonds - Interest Payments	79,170.00
505-0000-582101	Amort. of Bond Refunding Premium	5,745.00
505-0000-582300	GEFA CW13009 - Interest	14,933.00
505-0000-582400	GEFA CW2020010 - Interest	48,750.00
505-0000-582500	GEFA DW2020020 - Interest	16,250.00
Total Department: 0000 - Undesignated:		701737
Department: 1500 - General Administration		
505-1500-511100	W/S Admin / Salaries	140,550.00
505-1500-511300	W/S Admin / Overtime	8,535.00
505-1500-512100	W/S Admin / Health Insurance	40,404.00
505-1500-512200	W/S Admin / FICA & Medicare	11,187.00
505-1500-512220	Admi - Long Term Disability	857
505-1500-512400	W/S Admin / Retirement	6,766.00
505-1500-512600	W/S Admin / GA SUI	994
505-1500-521204	Admin - Professional Services	40,000.00
505-1500-521240	W/S Admin / Legal Fees	25,000.00
505-1500-521300	W/S Admin / Website & Software Maintenance	14,000.00
505-1500-521310	W/S Admin / IT Services	16,500.00
505-1500-523210	W/S Admin - Call Notifications Expense	1,000.00
505-1500-523250	W&S Admin Shipping & Postage	14,100.00
505-1500-523310	W/S Admin - Advertising	2,000.00
505-1500-523400	W&S Printing	3,000.00
505-1500-531110	W/S Office Supplies	1,500.00
505-1500-531600	W&S Admin - Small Equipment	7,200.00
Total Department: 1500 - General Administration:		333593
Department: 4300 - Wastewater		
505-4300-511100	S/ Salaries	295,856.00
505-4300-511300	S/ Overtime	8,481.00
505-4300-512100	S/ Health Insurance	83,198.00
505-4300-512200	S/ FICA & Medicare	22,769.00
505-4300-512220	S/ - Long Term Disability	1,421.00
505-4300-512400	S/ Retirement	14,321.00
505-4300-512600	S/ GA SU1	2,033.00
505-4300-521204	S / Engineering Fees	45,000.00
505-4300-521310	S/ Sewage Testing	5,000.00
505-4300-521315	S/ EPD Compliance & Fines	6,000.00
505-4300-522110	S/ Sludge Disposal	180,000.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
505-4300-522200	S/ Repairs & Maintenance	100,000.00
505-4300-522205	S/ Vehicle Repairs & Maintenance	2,500.00
505-4300-523200	S/ Communications	5,520.00
505-4300-523221	S/ Cell Phones	2,600.00
505-4300-523250	S / Shipping & Postage	250
505-4300-523500	S/ Travel Expenses	1,500.00
505-4300-523600	S/ Dues & Fees	3,500.00
505-4300-523700	S/ Education & Training	2,500.00
505-4300-531100	S/ Supplies & Materials	25,000.00
505-4300-531110	S/ Office Supplies	4,000.00
505-4300-531120	S/ Chemicals	140,000.00
505-4300-531230	S/ Electricity	141,000.00
505-4300-531270	S/ Gasoline & Diesel	10,000.00
505-4300-531600	S/ Small Equip. & Lab Equip.	15,000.00
505-4300-531790	S/ Uniforms	9,000.00
505-4300-542000	S / Capital - Machinery & Equipment	81,150.00
Total Department: 4300 - Wastewater:		1207599
Department: 4334 - Sewer Lift Stations		
505-4334-522200	L/S Repairs & Maint.	60,000.00
505-4334-523200	L/S Communications	3,300.00
505-4334-531210	L/S Water	6,000.00
505-4334-531230	L/S Electricity	40,000.00
505-4334-531240	L/S Propane Gas	3,500.00
Total Department: 4334 - Sewer Lift Stations:		112800
Department: 4400 - Water		
505-4400-511100	W/ Salaries	313,331.00
505-4400-511300	W/ Overtime	9,200.00
505-4400-512100	W/ Health Insurance	91,739.00
505-4400-512200	W/ FICA & Medicare	24,068.00
505-4400-512220	W/ - Long Term Disability	1,375.00
505-4400-512400	W/ Retirement	17,964.00
505-4400-512600	W / GA SUI	2,244.00
505-4400-521204	W / Engineering Fees	45,000.00
505-4400-521300	W/ Water Testing & Storm Wtr Monit	9,000.00
505-4400-521313	W/ WaterShed Protection Plan	15,000.00
505-4400-521315	W/ EPD Compliance - Audits & Repts	8,000.00
505-4400-522200	W/ Repairs & Maintenance	20,000.00
505-4400-522205	W / Vehicle Repairs & Maintenance	5,000.00
505-4400-523200	W/ Communications	500
505-4400-523221	W/ Cell Phones	2,500.00
505-4400-523250	W / Shipping & Postage	600
505-4400-523400	W / Printing & Binding	600
505-4400-523500	W/ Travel Expenses	500
505-4400-523600	W/ Dues & Fees	3,500.00
505-4400-523700	W/ Education & Training	2,000.00
505-4400-531100	W/ Supplies & Materials	15,000.00
505-4400-531110	W / Meter Purchases	80,000.00
505-4400-531270	W/ Gasoline & Diesel	10,000.00
505-4400-531600	W/ Small Equipment	5,000.00
505-4400-531790	W/ Uniforms	12,500.00
Total Department: 4400 - Water:		694621
Department: 4420 - Water Supply		
505-4420-522200	Well Buildings - Repairs/Maint	2,000.00
505-4420-523900	Wells & Water Tanks R&M/Inspections	25,000.00
505-4420-531230	Wells & Water Tanks - Electricity	49,000.00

Budget Listing

Account Number	Account Name	FY2022
		FY2022 #2
505-4420-531990	Wells & Water Tanks - Chemicals	9,000.00
	Total Department: 4420 - Water Supply:	85000
	Total Expense:	3135350
	Total Fund: 505 - WATER / SEWER FUND:	0
	Report Total:	0



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 17, 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

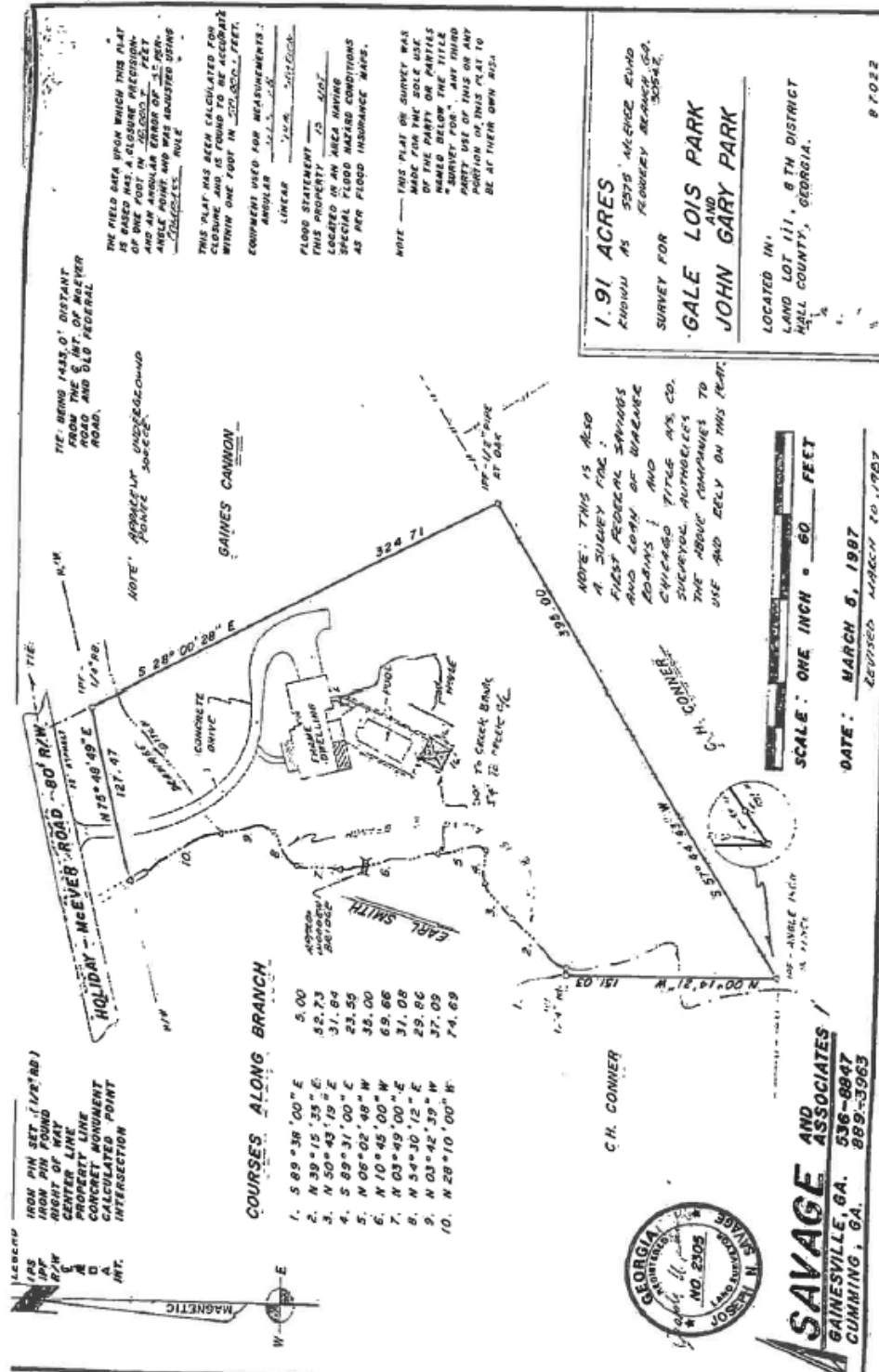


Exhibit "B"

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

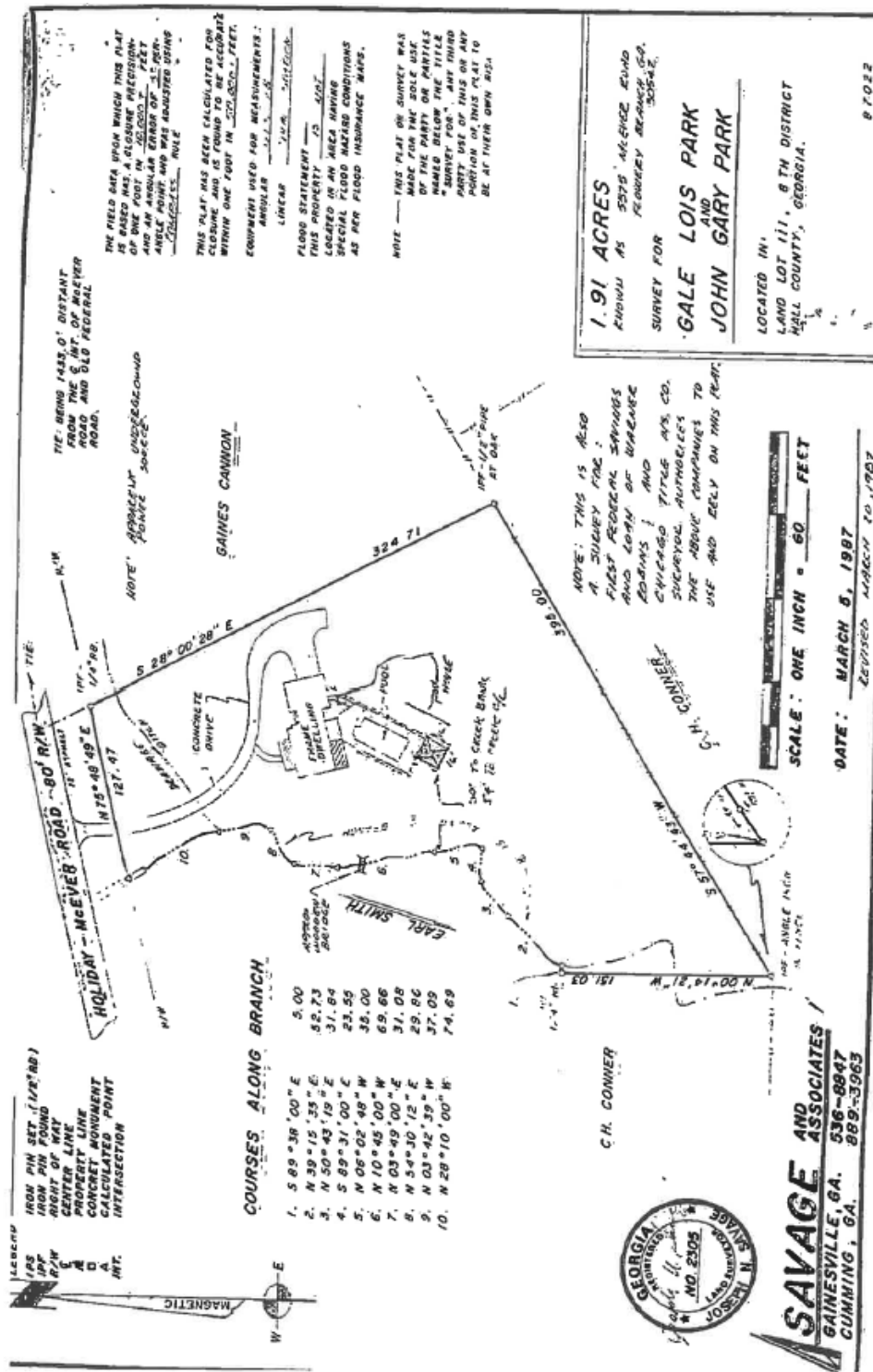
ATTEST:

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: Consider a request submitted by Fall Leaf Residential, LLC. to annex and rezone 6495 and 6509 McEver Road with the intent to develop and construct a townhome community.

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The parcels under consideration were previously discussed as part of the annexation request submitted by CA-Ventures that was subsequently denied by Council.

Hall County objected to the annexation after the public hearing held on April 1, 2021. Applicant has negotiated with Hall County and agreed to lower the number of townhomes to under 130. Information will be updated prior to the scheduled June 17, 2021 second read.

FACTS AND ISSUES:

The applicant has formally withdrawn the request. Please see attached.

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: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Rough First Read All 4 Ordinances.pdf](#)

- [Withdrawal Letter Mceever 6-14 \(1\).pdf](#)

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 635

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A 15.96 +/- ACRE PARCEL OF LAND OWNED BY THE ESTATE OF CLARA MAE MANN IDENTIFIED AS 6495 MCEVER ROAD, TAX PARCEL 08150 002002A 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, the Estate of Clara Mae Mann owns the 15.96 +/- acre parcel of land known as 6495 McEver Road, identified as Parcel Tax Identification No.08150 002002A, 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 Fall Leaf Residential, LLC. 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 6495 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, Fall Leaf Residential, LLC has 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 April 1, 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 6495 McEver Road, identified as Parcel Tax Identification No. 08150 002002A, 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

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Exhibit "B"

Legal Description 16.84 acres McEver Road

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as Follows:

Beginning at a point on the southeasterly Right of Way Line of McEver Road (80 foot Right of Way) said point being located 666.79 feet southwesterly as measured along the southeasterly Right of Way line of McEver Road from the point marked by the intersection of the southeasterly right of way line of McEver Road with the southwesterly Right of Way line of Gaines Ferry Road (50 foot Right of Way; Thence running South $30^{\circ}48'02''$ East 290.95 feet to a point; Thence running North $58^{\circ}26'24''$ East 424.43 feet to a point; Thence running South $30^{\circ}31'22''$ East 166.41 feet to a point; Thence running South $30^{\circ}56'54''$ East 333.66 feet to a point on the northwesterly right of way line of Southern Railroad (400 foot right of way); thence running South $36^{\circ}16'01''$ West along said Southern Railway right of way 963.84 feet to a point; thence running North $30^{\circ}06'58''$ West 1161.27 feet to a point on the southeasterly Right of Way line of McEver Road; Thence running North $59^{\circ}13'47''$ East along the southeasterly Right of Way line of McEver Road 449.35 feet to a point and being the Point of Beginning, said property consisting of 16.84 acres.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 637

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY TOTALING 16.5 +/- ACRES, OWNED BY THE ESTATE OF CLARA MAE MANN IDENTIFIED AS 6495 MCEVER ROAD, TAX PARCEL NO. 08150 002002A 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, the Estate of Clara Mae Mann owns 6495 McEver Road identified as Parcel Tax Identification No. 08150 002002A, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, Diane Mann Crawford 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 April 1, 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 R III (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 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 AIII (Agricultural Residential).
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.

A real piece of property known as 6495 McEver Road, as shown on Exhibit “A” which is legally described in Exhibit “B”, is hereby rezoned from Hall County A III (Agricultural Residential) to Flowery Branch R III (Residential Muti-Family). 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.

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

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Exhibit "B"

Legal Description 16.84 acres McEver Road

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as Follows:

Beginning at a point on the southeasterly Right of Way Line of McEver Road (80 foot Right of Way) said point being located 666.79 feet southwesterly as measured along the southeasterly Right of Way line of McEver Road from the point marked by the intersection of the southeasterly right of way line of McEver Road with the southwesterly Right of Way line of Gaines Ferry Road (50 foot Right of Way; Thence running South $30^{\circ}48'02''$ East 290.95 feet to a point; Thence running North $58^{\circ}26'24''$ East 424.43 feet to a point; Thence running South $30^{\circ}31'22''$ East 166.41 feet to a point; Thence running South $30^{\circ}56'54''$ East 333.66 feet to a point on the northwesterly right of way line of Southern Railroad (400 foot right of way); thence running South $36^{\circ}16'01''$ West along said Southern Railway right of way 963.84 feet to a point; thence running North $30^{\circ}06'58''$ West 1161.27 feet to a point on the southeasterly Right of Way line of McEver Road; Thence running North $59^{\circ}13'47''$ East along the southeasterly Right of Way line of McEver Road 449.35 feet to a point and being the Point of Beginning, said property consisting of 16.84 acres.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 636

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, AN 8.25 +/- ACRE PARCEL OF LAND OWNED BY E&S DEVELOPMENT, LLC. IDENTIFIED AS 6509 MCEVER ROAD, TAX PARCEL 08150 002002, 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, E&S Development, LLC. owns the parcel of land known as 6509 McEver Road, identified as Parcel Tax Identification No.08150 002002, 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 Fall Leaf Residential, LLC. 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 6509 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, Fall Leaf Residential, LLC. 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 known as 6509 McEver Road 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 April 1, 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 parcel known as 6509 McEver Road and identified as Parcel Tax Identification 08150 002002, 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

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Exhibit "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 150 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AS SHOWN AND DELINEATED AS 8.843 ACRES, MORE OR LESS, ON PLAT OF SURVEY FOR ANTHONY SHERMAN & VICTOR FELIX ESPINOSA BY JARRARD SURVEYING DATED MAY 26, 2005, LAST REVISED SEPTEMBER 9, 2005, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD (80 FOOT RIGHT OF WAY), SAID POINT BEING SOUTH 63 DEGREES 25 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.84 FEET, FROM THE INTERSECTION OF THE CENTERLINES OF MCEVER ROAD AND VISTA GLEN; THENCE RUNNING NORTH 64 DEGREES 26 MINUTES 11 SECONDS EAST ALONG THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, A DISTANCE OF 247.50 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 24 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 1160.82 FEET, TO AN IRON PIN ON THE NORTHWESTERN RIGHT OF WAY OF SOUTHERN RAILROAD (400 FOOT RIGHT OF WAY); THENCE RUNNING SOUTH 41 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 484.73 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 24 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 477.85 FEET, TO AN IRON PIN; THENCE RUNNING NORTH 64 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.05 FEET, AN IRON PIN; THENCE RUNNING NORTH 24 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 871.14 FEET, TO AN IRON PIN ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, THE PLACE OR POINT OF BEGINNING.

LEGAL DESCRIPTION - TRACT 2

All that tract or parcel of land lying and being in Land Lot 69 of the 8th Land District, Hall County, Georgia, said tract or parcel of land being more fully shown and designated as Tract 2 on a plat of survey prepared by Valentino & Associates, Inc. (Job #20-039; Drawing/File #20-039), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a 2" open top pipe found at the common corner of Land Lots 69, 70, 72 and 73;

THENCE proceeding along the line common to Land Lots 69 and 70 North 60 degrees 50 minutes 40 seconds East for a distance of 749.58 feet to a 1/2" rebar found at the intersection with the northwesterly right-of-way line of Falcon Parkway (S.R. #13, 60' public r/w and varies);

THENCE departing said Land Lot line and proceeding along said right-of-way line of Falcon Parkway the following courses and distances: North 18 degrees 47 minutes 19 seconds East for a distance of 262.54 feet to a 1/2" rebar found;

THENCE North 18 degrees 55 minutes 09 seconds East for a distance of 671.72 feet to a 1/2" rebar found, said 1/2" rebar found being the POINT OF BEGINNING.

THENCE departing said northwesterly right-of-way line of Falcon Parkway North 63 degrees 29 minutes 04 seconds West for a distance of 1087.76 feet to a concrete right-of-way monument found on the southeasterly right-of-way line of Interstate 985 (Lanier Parkway, S.R. #365, limited access variable width public r/w, Project #F-013-1(18)(21);

THENCE proceeding along said southeasterly right-of-way line of Interstate 985 the following courses and distances: North 61 degrees 19 minutes 46 seconds West for a distance of 69.70 feet to a 1/2" iron pin set;

THENCE North 36 degrees 44 minutes 45 seconds East for a distance of 36.76 feet to a 1/2" iron pin set;

THENCE North 32 degrees 55 minutes 54 seconds East for a distance of 560.83 feet to a 1/2" iron pin set (said 1/2" iron pin set being witnessed by a 1/2" rebar found on line 3.22 feet northwest thereof);

THENCE South 68 degrees 13 minutes 43 seconds East for a distance of 737.93 feet to a 1/2" iron pin set;

THENCE South 54 degrees 50 minutes 16 seconds East for a distance of 272.56 feet to a 1/2" iron pin set on the aforesaid northwesterly right-of-way line of Falcon Parkway;

THENCE proceeding along said right-of-way line of Falcon Parkway the following courses and distances: South 19 degrees 05 minutes 35 seconds West for a distance of 187.40 feet to a 1/2" iron pin set;

THENCE South 18 degrees 41 minutes 24 seconds West for a distance of 434.39 feet to a 1/2" rebar found, said 1/2" rebar found being the POINT OF BEGINNING.

Said tract or parcel of land contains 15.558 acres or 677,720 square feet.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 638

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING AN 8.25 +/- ACRE PARCEL OF LAND OWNED BY E&S DEVELOPMENT, LLC. IDENTIFIED AS 6509 MCEVER ROAD, AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, TO BE REZONED FROM HALL COUNTY HIGHWAY BUSINESS (HB) TO FLOWERY BRANCH HIGHWAY BUSINESS (HB); PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, E&S Development, LLC. own the subject property identified as Parcel Tax Identification No.08150 002002as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, E&S Development, LLC. 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 April 1, 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 HB (Highway Business) to Flowery Branch R III (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 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 zonings as opposed to R III (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 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.

An 8.25 +/- acre parcel of land known as 6509 McEver Road identified as Parcel Tax Identification 08150 002002, as shown on Exhibit “A,” and as legally described in Exhibit “B”, is hereby rezoned from Hall County HB (Highway Business) to Flowery Branch R III (Residential Multi Family). Said Exhibits are incorporated.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be 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

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Exhibit "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 150 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AS SHOWN AND DELINEATED AS 8.843 ACRES, MORE OR LESS, ON PLAT OF SURVEY FOR ANTHONY SHERMAN & VICTOR FELIX ESPINOSA BY JARRARD SURVEYING DATED MAY 26, 2005, LAST REVISED SEPTEMBER 9, 2005, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD (80 FOOT RIGHT OF WAY), SAID POINT BEING SOUTH 63 DEGREES 25 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.84 FEET, FROM THE INTERSECTION OF THE CENTERLINES OF MCEVER ROAD AND VISTA GLEN; THENCE RUNNING NORTH 64 DEGREES 26 MINUTES 11 SECONDS EAST ALONG THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, A DISTANCE OF 247.50 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 24 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 1160.82 FEET, TO AN IRON PIN ON THE NORTHWESTERN RIGHT OF WAY OF SOUTHERN RAILROAD (400 FOOT RIGHT OF WAY); THENCE RUNNING SOUTH 41 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 484.73 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 24 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 477.85 FEET, TO AN IRON PIN; THENCE RUNNING NORTH 64 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.05 FEET, AN IRON PIN; THENCE RUNNING NORTH 24 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 871.14 FEET, TO AN IRON PIN ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, THE PLACE OR POINT OF BEGINNING.



FALL LEAF RESIDENTIAL, LLC
1192 Longcourte Drive
Atlanta, GA 30327

Mayor and City Council
Flowery Branch, Ga. 30534

June 14, 2021

Re: Withdrawal Letter Annexation/Rezoning Application 25.68 Acres, McEver Road

We had previously sent a letter indicating we would accept the 128 unit density compromise offered by Hall County but we have just received some new development numbers and the project is just not going to work at 128 units. Consequently we are going to have to withdraw our current applications. Please accept this letter requesting a withdrawal of the 2 annexation and rezoning applications we previously submitted on McEver Road. These applications are for 6509 McEver Road (Tax Parcel 0815 000 002) and 6495 McEver Road (Tax Parcel 0815 002 002A).

We hope to revise our applications and refile new applications at a density that will work as soon as we can get the new applications together.

Sincerely,

Fall Leaf Residential, LLC
Norman White, Manager



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 17, 2021

HISTORY:

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

- [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

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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

Source of cost data

Quality rating from cost serviceEffective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

The floor area is only an approximation for purposes of this appraisal.

Minor deviations in actual floor area are of no value consequence.

Estimated Remaining Economic Life =

Estimated Remaining Economic Life (HUD and VA only)

25

 Years

OPINION OF SITE VALUE=\$

DWELLING

Sq.Ft. @ \$

=\$

0

 Sq.Ft. @ \$=\$

=\$

Garage/Carport

Sq.Ft. @ \$

=\$

Total Estimate of Cost-New=\$

Less

Physical

Functional

External

=\$()

Depreciated Cost of Improvements=\$

"As-is" Value of Site Improvements=\$

INDICATED VALUE BY COST APPROACH=\$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$

X

Gross Rent Multiplier= \$

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.

Freddie Mac Form 70 March 2005

UAD Version 9/2011Page 3 of 6

Fannie Mae Form 1004 March 2005

Form 1004UAD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

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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.

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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

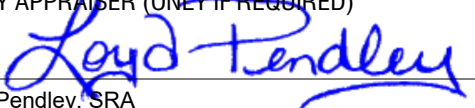
ADDRESS OF PROPERTY APPRAISED

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	☒ 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

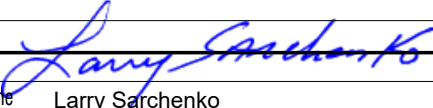
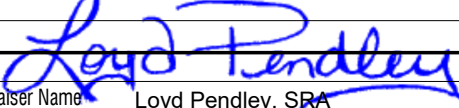
If the subject is a unit in a condominium or cooperative project , complete the following:

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				

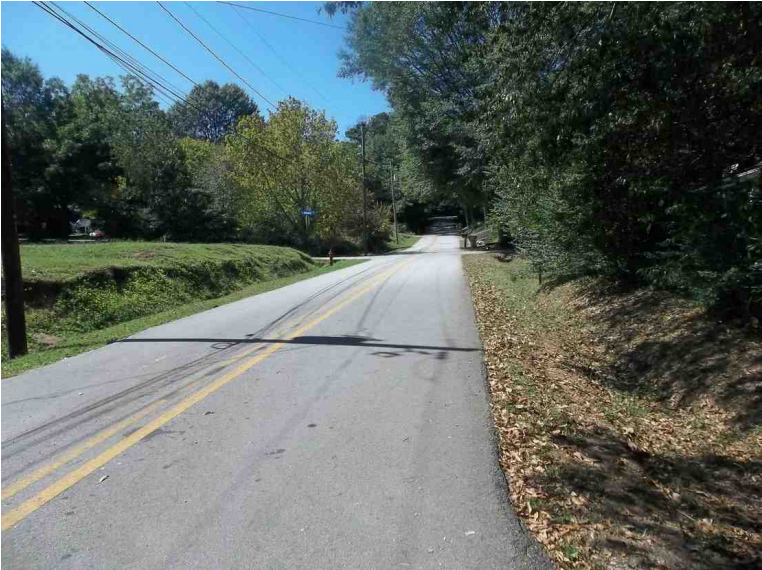


Side

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

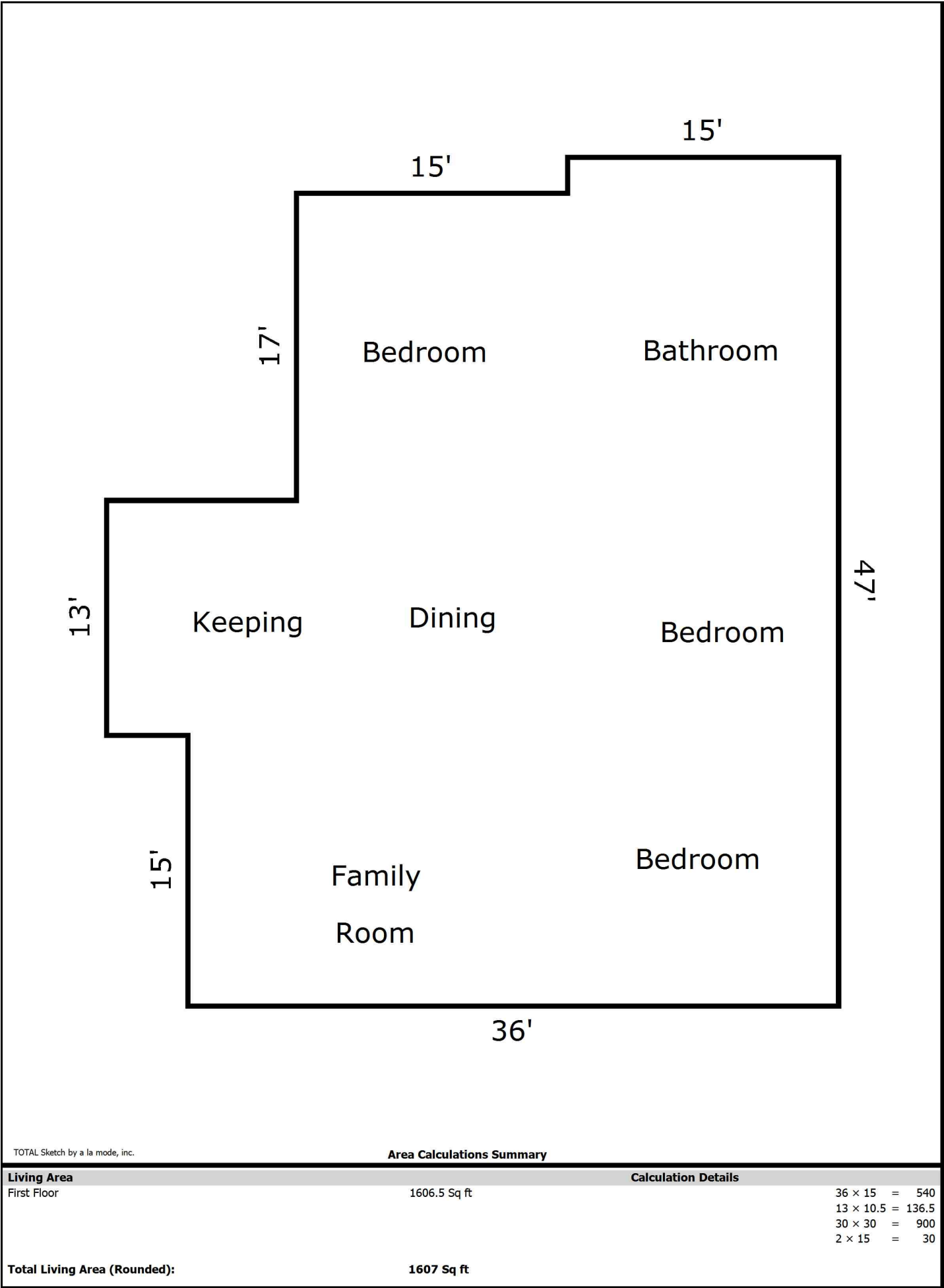
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

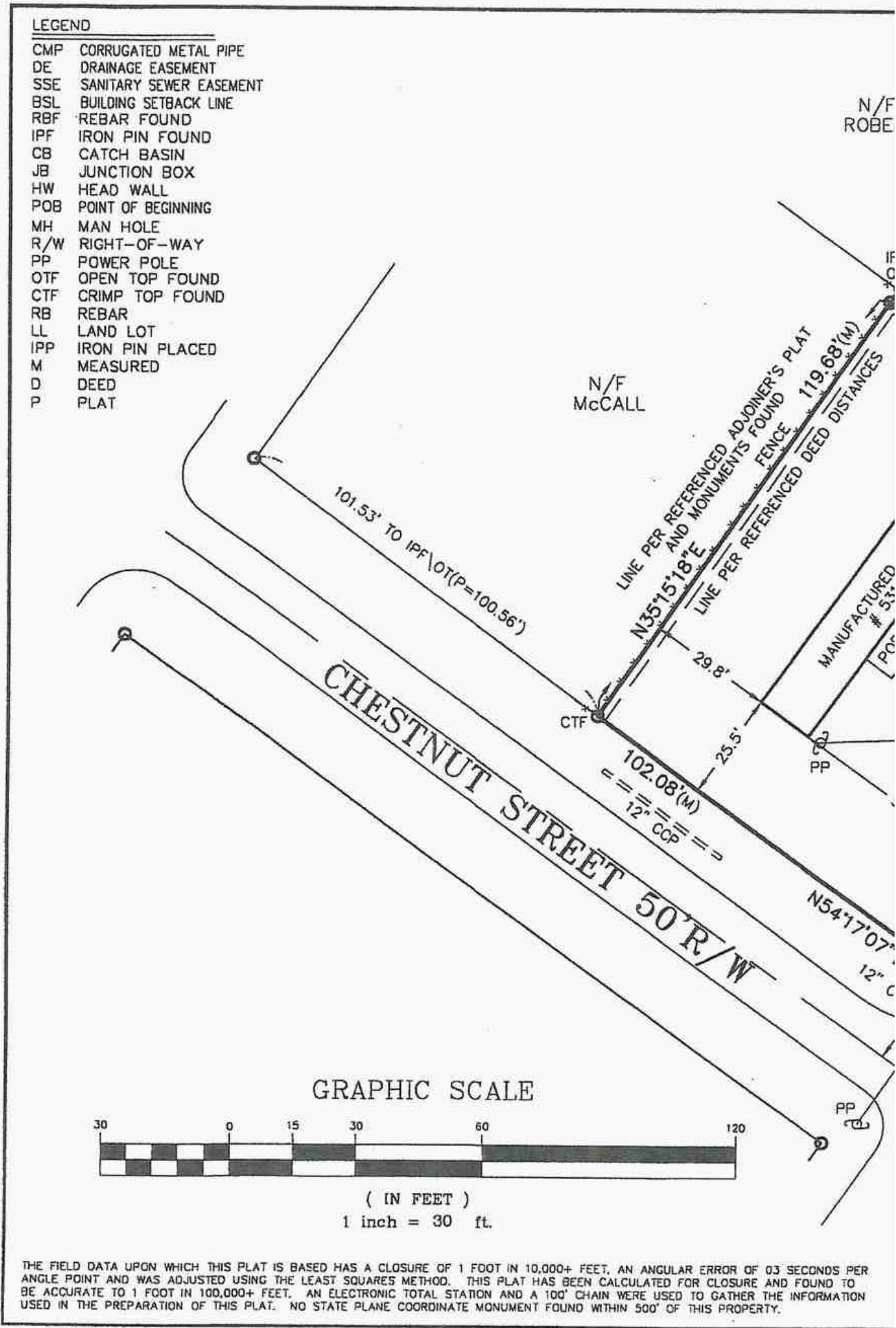
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

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				



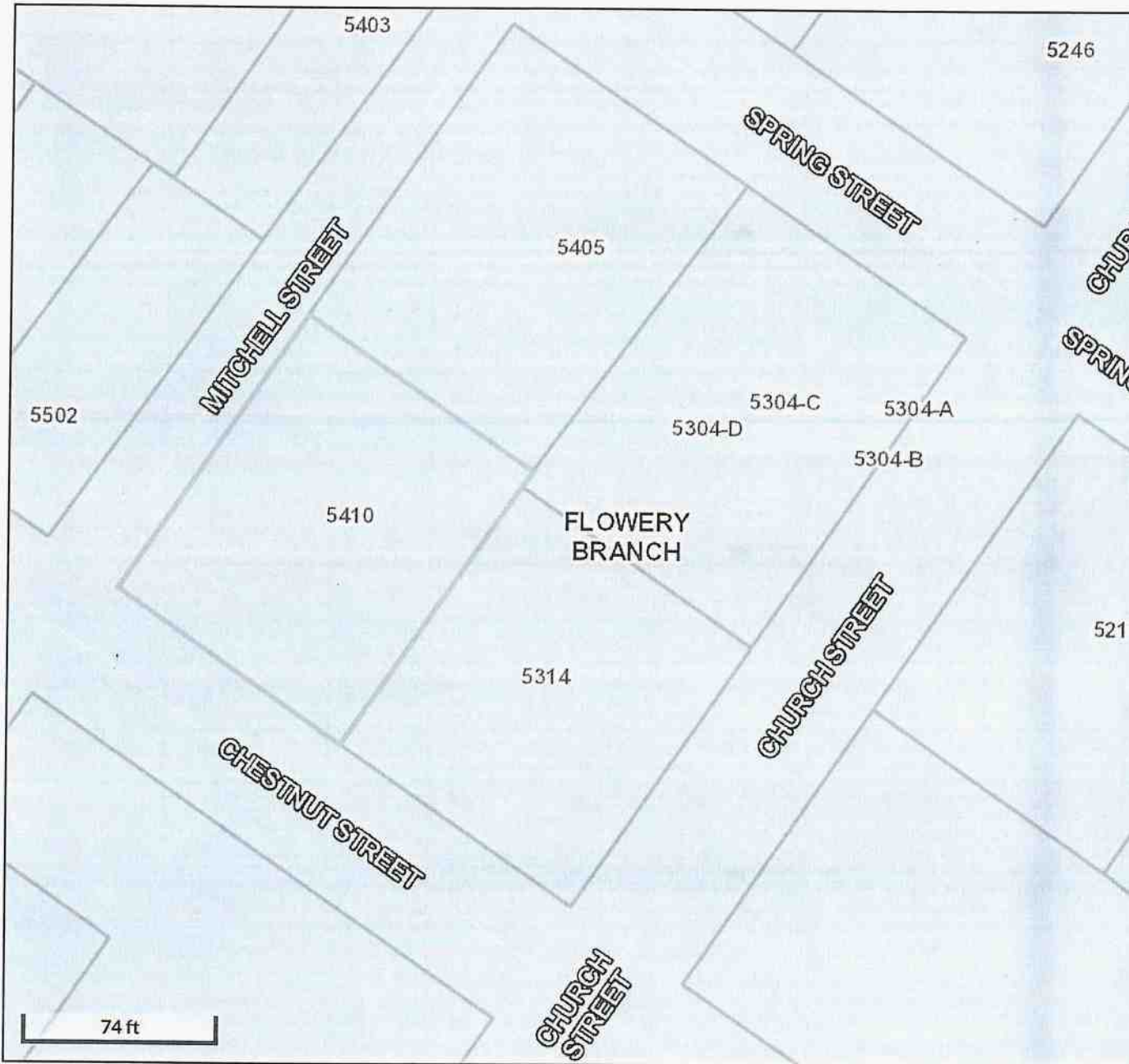
Plat/County



Plat/County

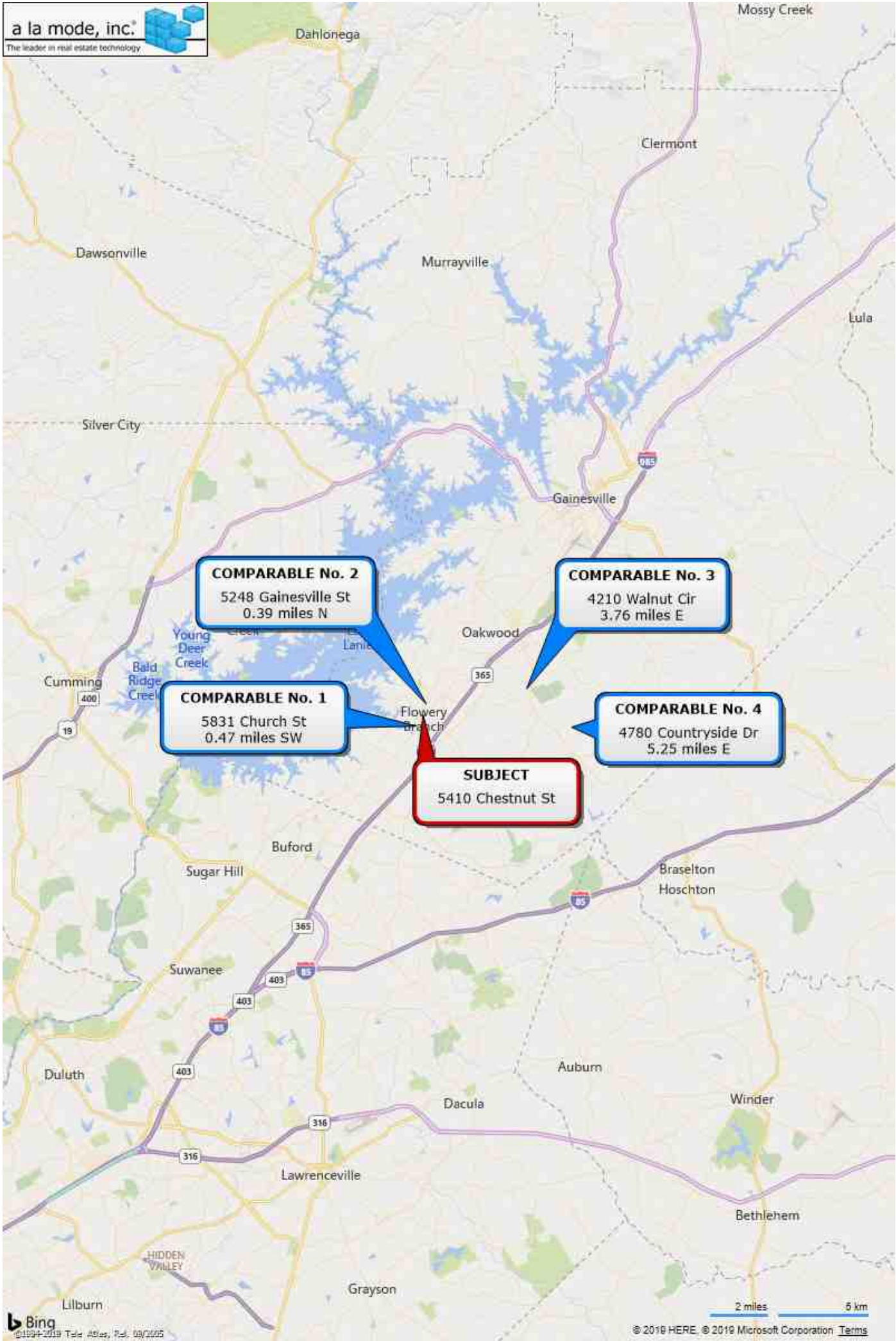


qPublic.netTM Hall County, GA



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				



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		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

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)

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 Inspection (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 Inspection (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
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					\$ 2,960										
Rent/Gross Bldg. Area		\$ 0.75 sq.ft.					\$ 0.71 sq.ft.					\$ 0.75 sq.ft.										
Rent Control		☐ Yes ☒ No					☐ Yes ☒ No					☐ Yes ☒ No										
Data Source(s)		Owner					FMLS#6527243; DOM 43					FMLS#6527243; DOM 43										
Date of Lease(s)		Month to Month					Month to Month					Month to Month										
Location		Good/Hall					Good/Hall					Good/Gwinnett										
Actual Age		39					32					47										
Condition		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		
		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		

COMPARABLE RENTAL DATA

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.

SUBJECT RENT SCHEDULE

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.

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.												

PRIOR SALE HISTORY

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	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.

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				\$ 190,000				\$ 189,000						
Sale Price/Gross Bldg. Area		\$ 144.02 sq.ft.			\$ 83.03 sq.ft.				\$ 87.00 sq.ft.				\$ 69.84 sq.ft.						
Gross Monthly Rent		\$ 2,790			\$ 2,901				\$ 2,901				\$ 1,200						
Gross Rent Multiplier		184.59			117.20				65.49				157.50						
Price per Unit		\$ 128,750			\$ 85,000				\$ 95,000				\$ 94,500						
Price per Room		\$ 39,615			\$ 21,250				\$ 23,750				\$ 23,625						
Price per Bedroom		\$ 103,000			\$ 42,500				\$ 47,500				\$ 47,250						
Rent Control		☐ Yes ☒ No			☐ Yes ☒ No				☐ Yes ☒ No				☐ Yes ☒ No						
Data Source(s)					FMLS#6527243; DOM 43				FMLS#6113944; DOM 32				Realist/County Tax; DOM Unk						
Verification Source(s)					Realist/County Tax				Realist/County Tax				Realist/County Tax						
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment				
Sale or Financing					Cash				Other				Cash						
Concessions					None Noted				None Noted				None Noted						
Date of Sale/Time					05/31/2019				02/27/2019				08/13/2019						
Location		Good/Hall			Good				Good				Good						
Leasehold/Fee Simple		Fee Simple			Fee Simple				Fee Simple				Fee Simple						
Site		0.32 Acres +/-			0.35 Acres +/-				0.33 Acres +/-				0.27 Acres						
View		Average/Typical			Average/Typical				Average/Typical				Average/Typical						
Design (Style)		Quadraplex			Quadraplex				Duplex				+25,000		Duplex		+25,000		
Quality of Construction		Average			Average				Average				Average						
Actual Age		39			32				32				23						
Condition		Average			Average				Average				Average						
Gross Building Area		3,576			4,095				-18,200		2,184		+48,700		2,706		+30,500		
Unit Breakdown		Total	Bdrms	Baths	Total	Bdrms	Baths			Total	Bdrms	Baths			Total	Bdrms	Baths		
Unit # 1		3	1	1	4	2	1.1	-2,500		4	2	1.1	-2,500		4	2	1.1	-2,500	
Unit # 2		4	2	1	4	2	1.1	-2,500		4	2	1.1	-2,500		4	2	1.1	-2,500	
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				Crawl						
Basement Finished Rooms		N/A			N/A				N/A				N/A						
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						
Parking On/Off Site		1CarBlt/OnSite			Open/On site				+1,500		Open/On site		+1,500		Open/On site		+1,500		
Porch/Patio/Deck		CvdPch,Decks			Stoops/Patios				+5,000		Stoops/Patios		+5,000		CvdPch,Decks				
Fireplaces		None			None				None				None						
Net Adjustment (Total)					☐ + ☒ -		\$ -21,700		☒ + ☐ -		\$ 75,200		☒ + ☐ -		\$ 52,000				
Adjusted Sale Price of Comparables					Net Adj. 6.4 %				Net Adj. 39.6 %				Net Adj. 27.5 %						
					Gross Adj. 10.2 %		\$ 318,300		Gross Adj. 44.8 %		\$ 265,200		Gross Adj. 32.8 %		\$ 241,000				
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		\$ 79,575							\$ 132,600				\$ 120,500						
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$ 19,894							\$ 33,150				\$ 30,125						
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		\$ 39,788							\$ 66,300				\$ 60,250						
Value per Unit		\$ 75,010 X 4			Units = \$ 300,040				Value per GBA \$ 82.470 X 3,576		GBA = \$ 294,913								
Value per Rm.		\$ 22,900 X 13			Rooms = \$ 297,700				Value per Bdrms. \$ 51,385 X 5		Bdrms. = \$ 256,925								
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.																			

Small Residential Income Property Appraisal Report

19-54018
File # 192019r

"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 four months.

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

SEE ATTACHED ADDENDA*

ADDITIONAL COMMENTS

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.

COST APPROACH

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	Sq.Ft. @ \$	 = \$
Comments on Cost Approach (gross building 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 = \$		
Estimated Remaining Economic Life = 40 Years	Less	Physical	Functional
	Depreciation		External
	 = \$()		
	Depreciated Cost of Improvements = \$		
	"As-is" Value of Site Improvements = \$		
Estimated Remaining Economic Life (HUD and VA only)	40 Years	INDICATED VALUE BY COST APPROACH = \$	

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.

PUD INFORMATION

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.

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.

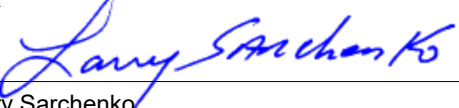
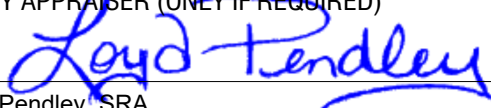
Small Residential Income Property Appraisal Report

19-54018
File # 192019r

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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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, 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)]

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

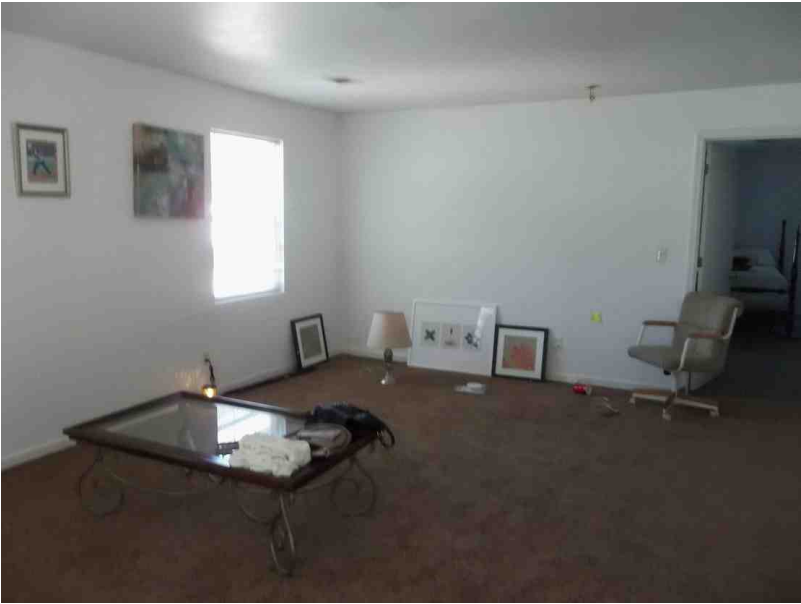
5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



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

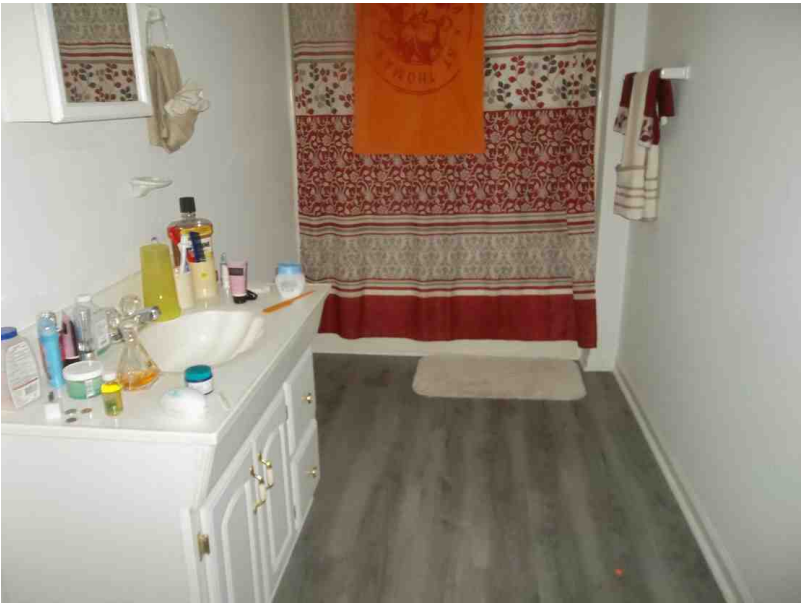
Subject Photo Page

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				

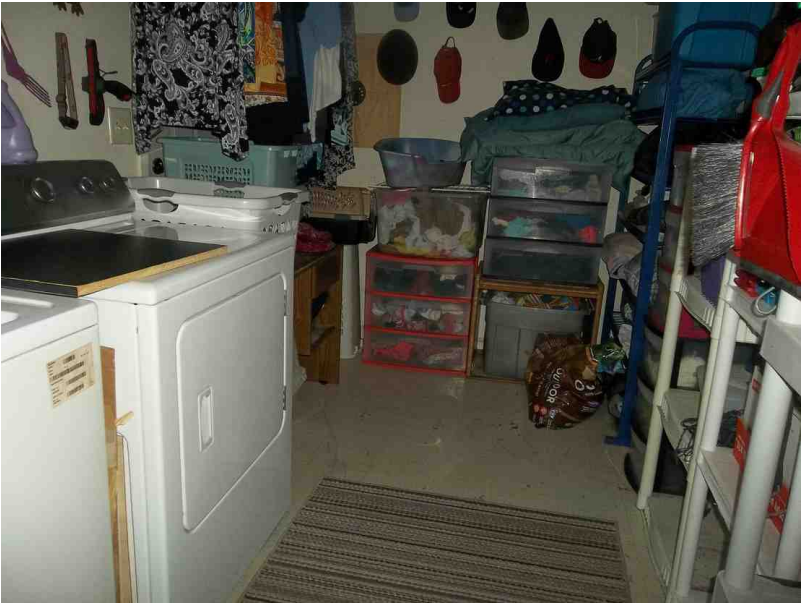


Living Room C&D

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

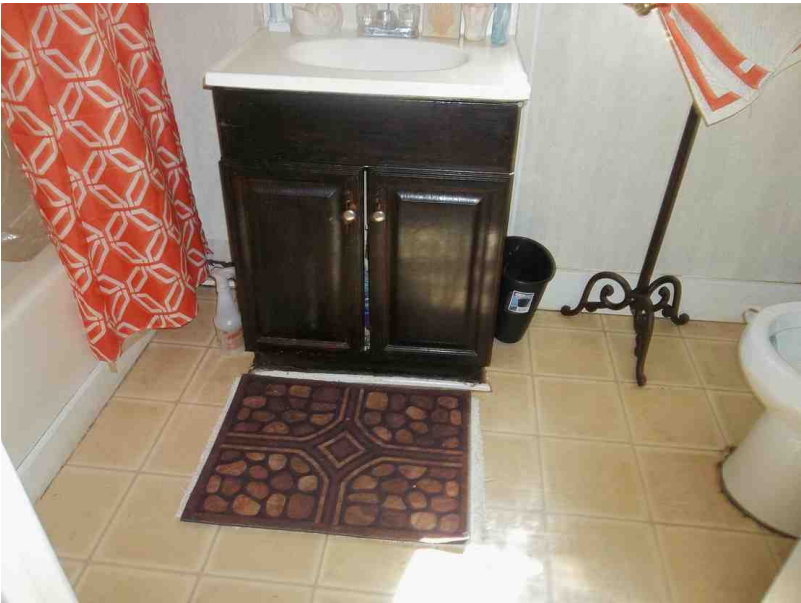
Subject Photo Page

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



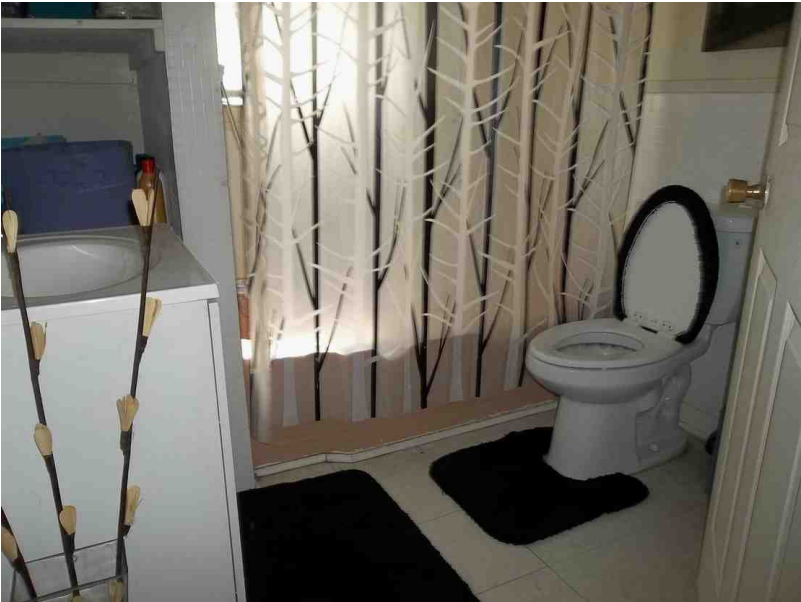
Living Room A&B



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

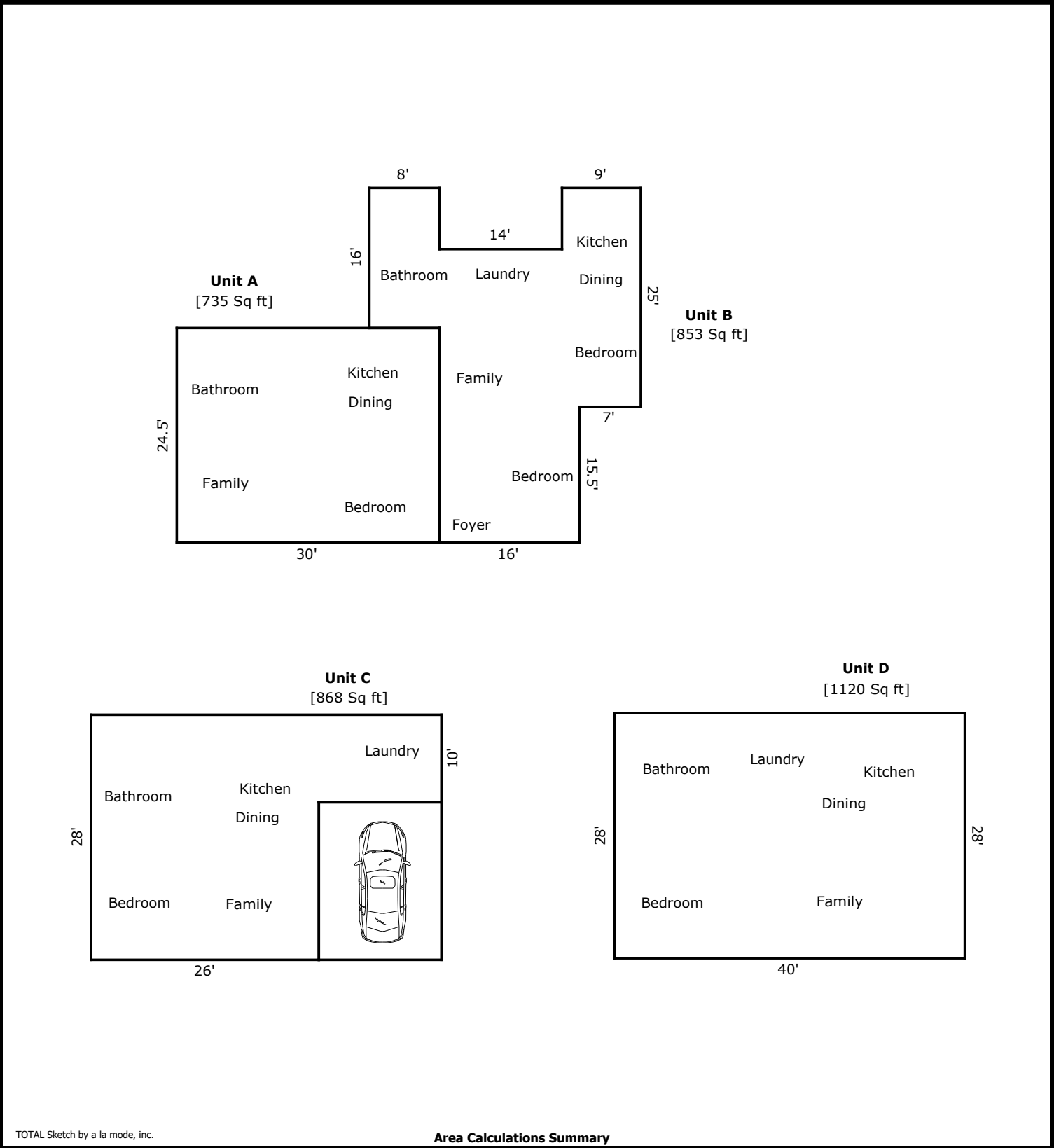


Rental 3

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
Lender/Client	Renasant Bank		Zip Code	30542	



TOTAL Sketch by a la mode, inc.

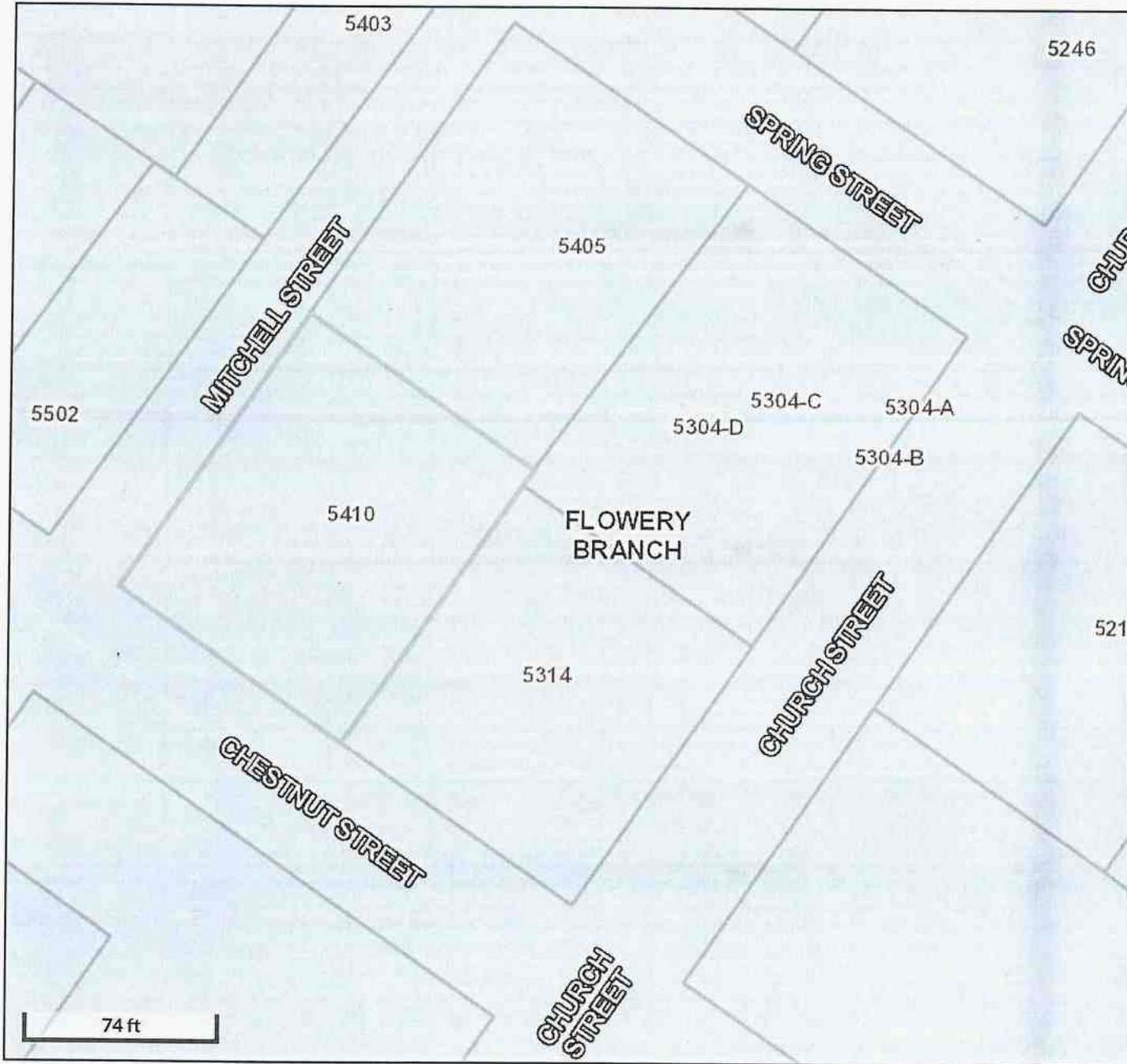
Area Calculations Summary

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

Plat/County

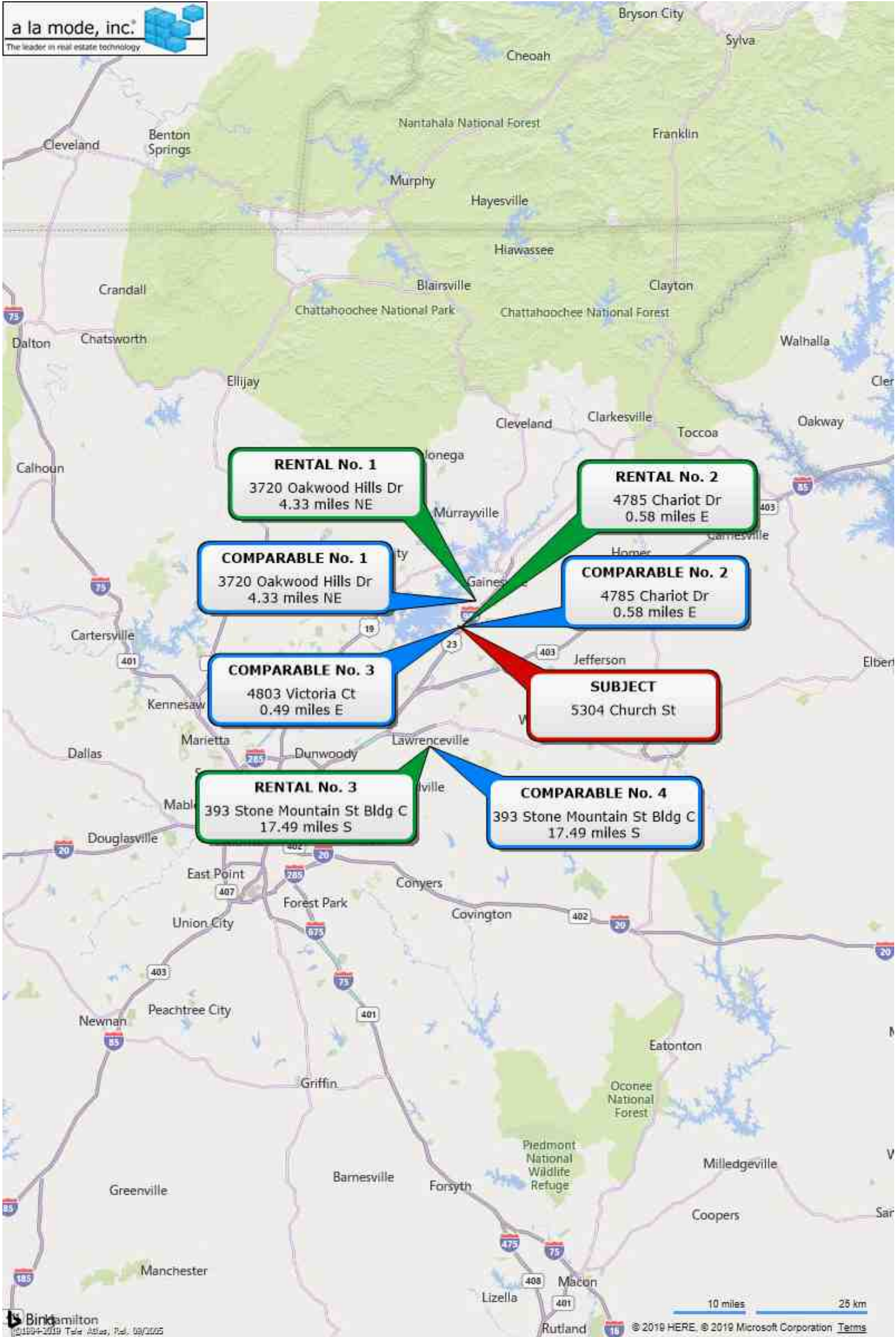


qPublic.net™ Hall County, GA



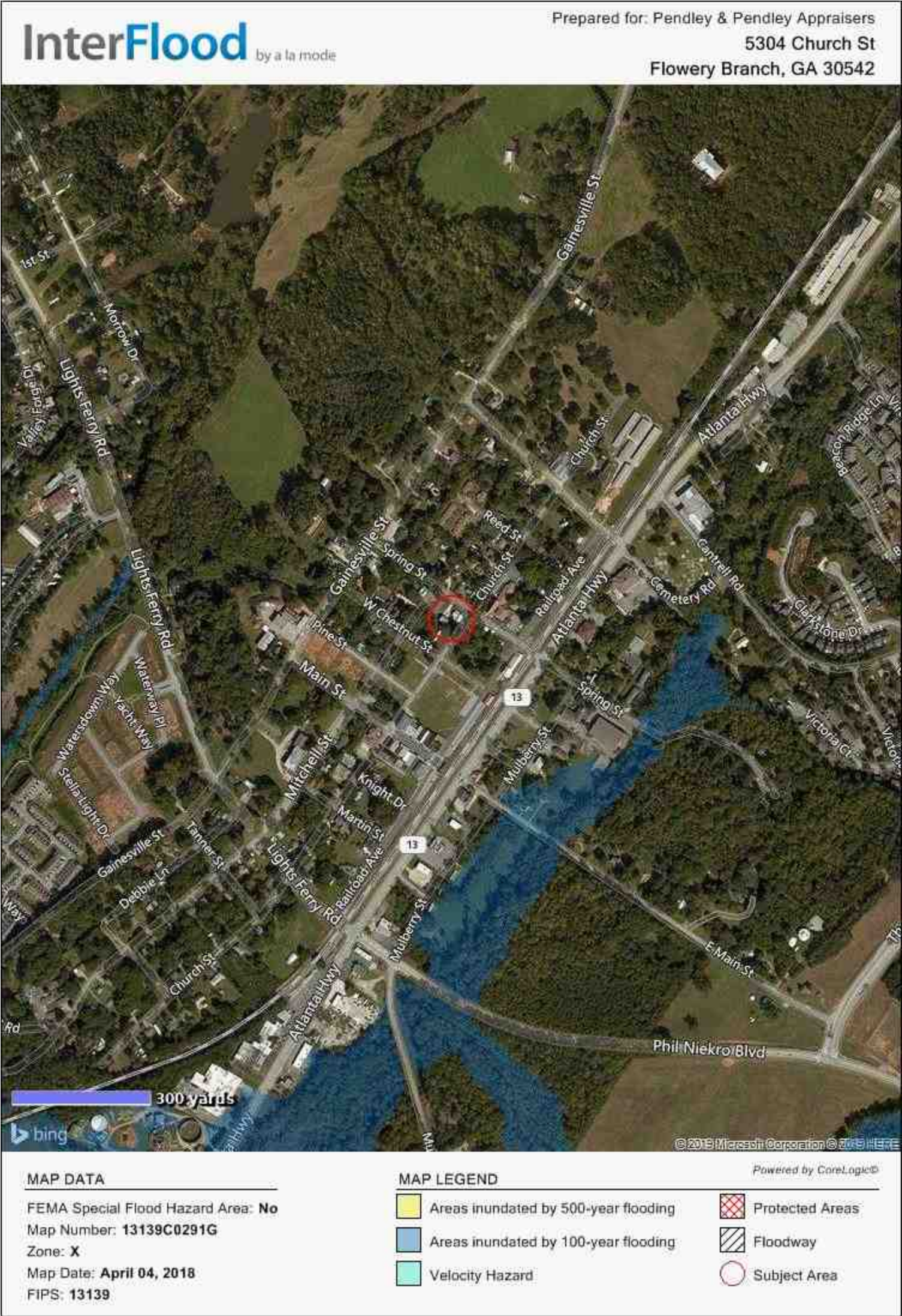
Location Map

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
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

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 \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				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)

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) #	☐ Garage	# of Cars				
	☐ Drop Stair	☐ Stairs	☐ Other	Fuel	Gas	☐ Fireplace(s) #	☐ Fence	☒ Carport				
	☐ 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 1.14 Acres +/-			0 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.			+4,100			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 %						Net Adj. 4.2 %						Net Adj. 24.8 %						Gross Adj. 24.8 % \$ 116,100		
					Gross Adj. 3.4 %			\$ 135,500			Gross Adj. 6.4 %			\$ 139,600			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

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

19-54016
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				

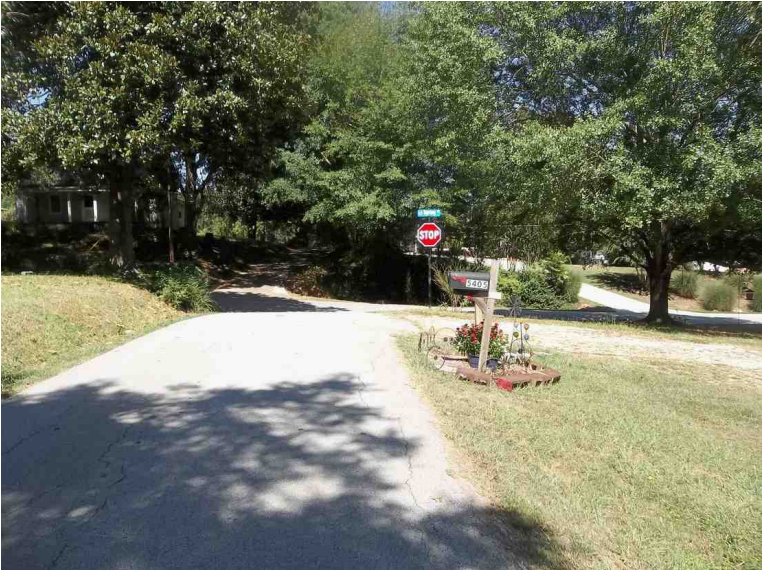


Subject Front

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

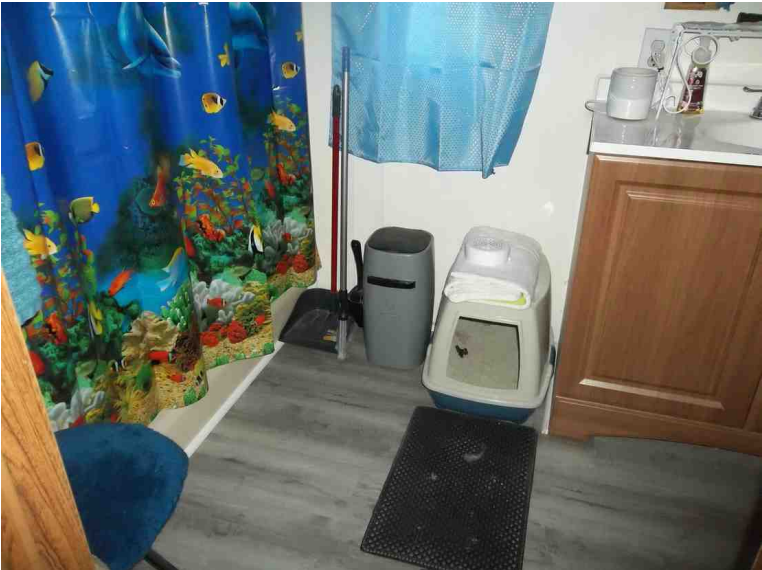
Subject Photo Page

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				

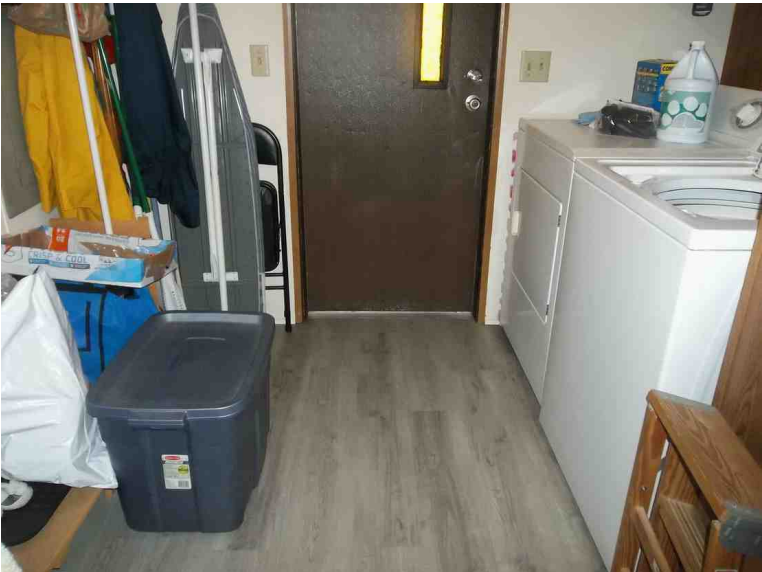


Bathroom

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

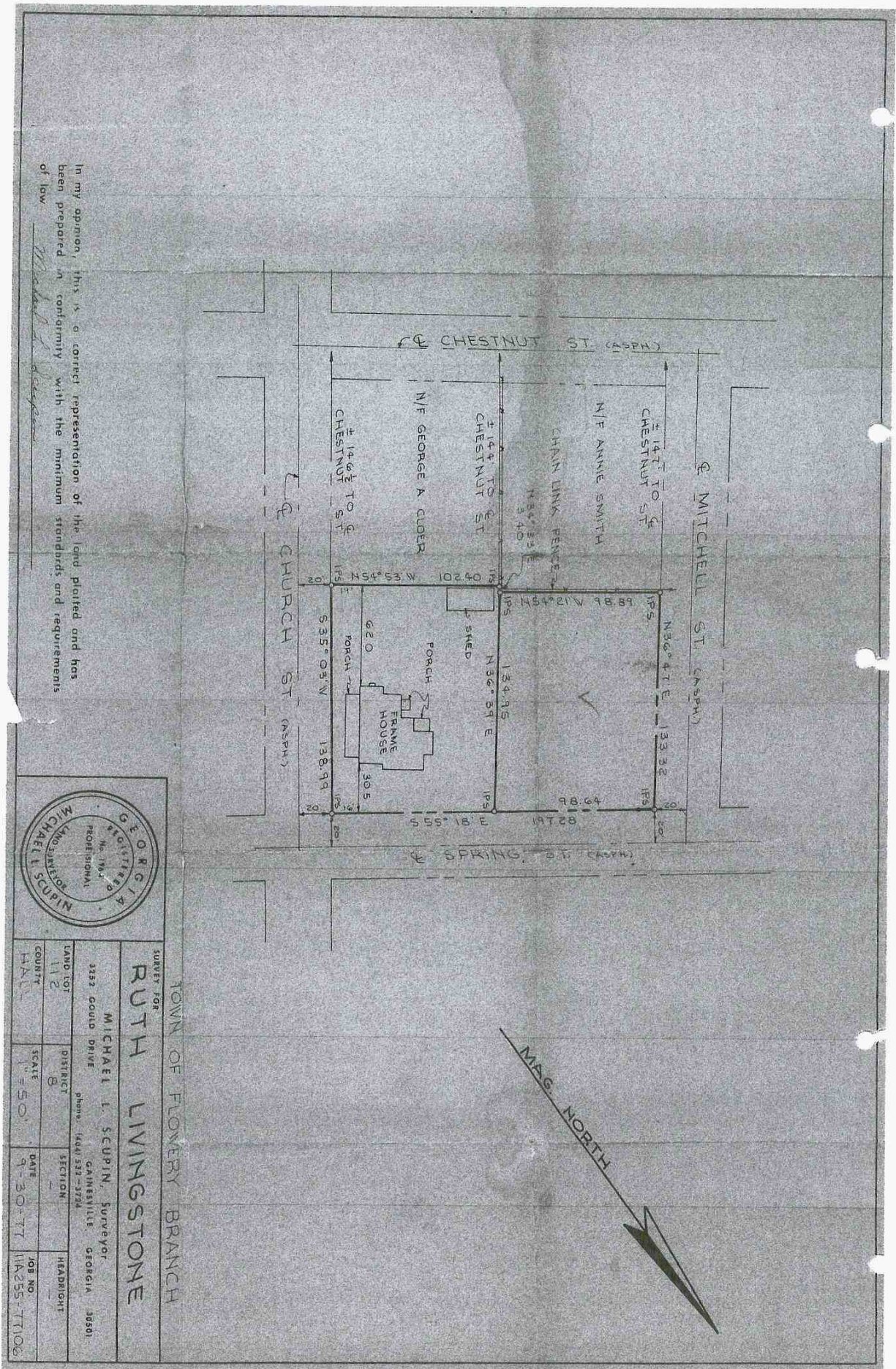
Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



TOTAL Sketch by a la mode, inc.

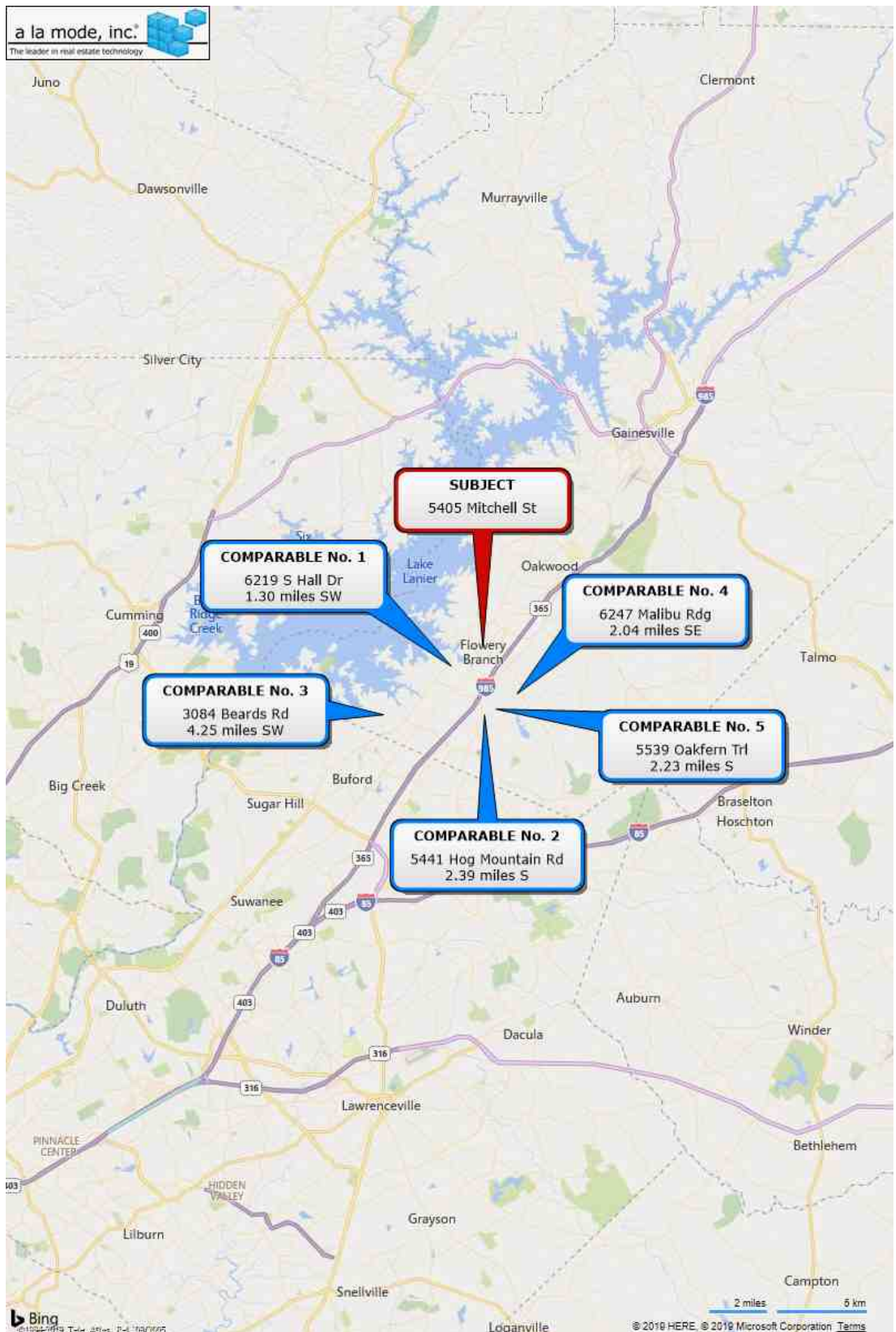
Area Calculations Summary

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

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

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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

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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

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

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)

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:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

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 Signature (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: 09/12/2019

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

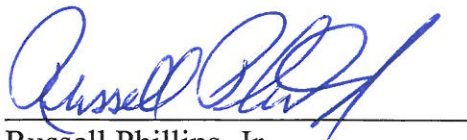
appraiser or the firm with which he is connected) shall be disseminated to the public through the advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

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

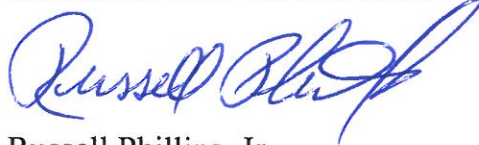
Dear Mr. Hill:

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

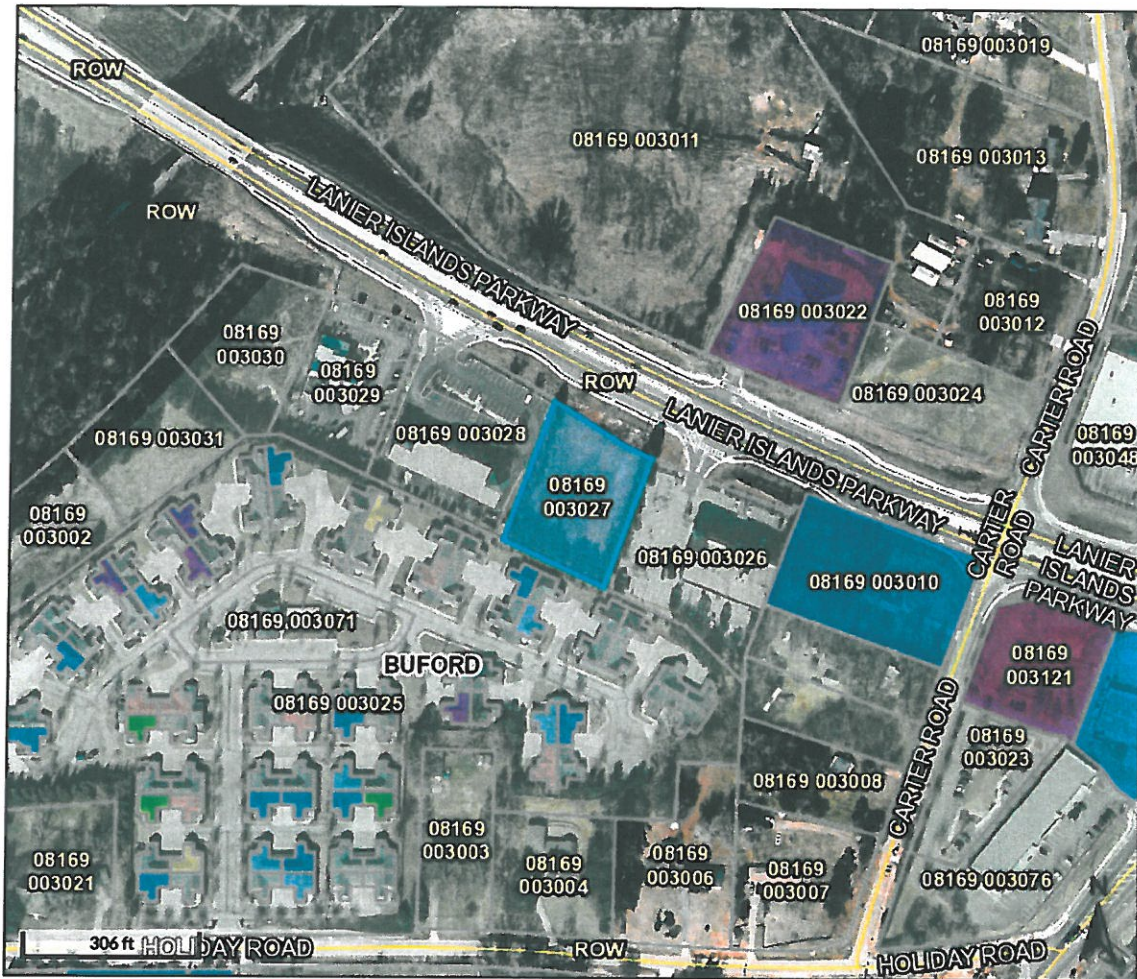
<u>SALE NO.</u>	<u>ADDRESS</u>	<u>SALE DATE</u>	<u>SIZE/ ACRES</u>	<u>SALES PRICE</u>	<u>PRICE/ SQ. FT.</u>
1.	Lanier Island Parkway, Buford	02-14-18	1.0	\$395,000	\$9.07
2.	Winder Highway, Flowery Branch	05-31-19	1.31	\$436,000	\$7.64
3.	Gainesville Highway, Buford	01-31-19	1.02	\$375,000	\$8.44
4.	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
 Last Data Uploaded: 8/27/2019 12:46:06 AM

Developed by  **Schneider**
 GEOSPATIAL

SALE NO. 2

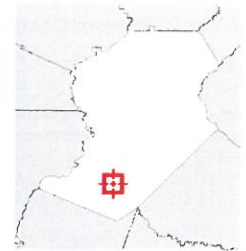
GRANTOR:	PMR Group, LLC
GRANTEE:	POP Flowery Branch GCP, LLC
LOCATION:	Tax Parcel 1500045-00048 Hall County 3474 Winder Highway Flowery Branch, Georgia
DATE OF SALE:	May 31, 2019
FINANCING:	Conventional for \$1,575,000.00
SOURCE:	Costar and Deed Records
SIZE:	1.31 Acres
SALES PRICE:	\$436,000.00
PRICE 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)

Date created: 10/25/2019
Last Data Uploaded: 10/25/2019 12:52:13 AM

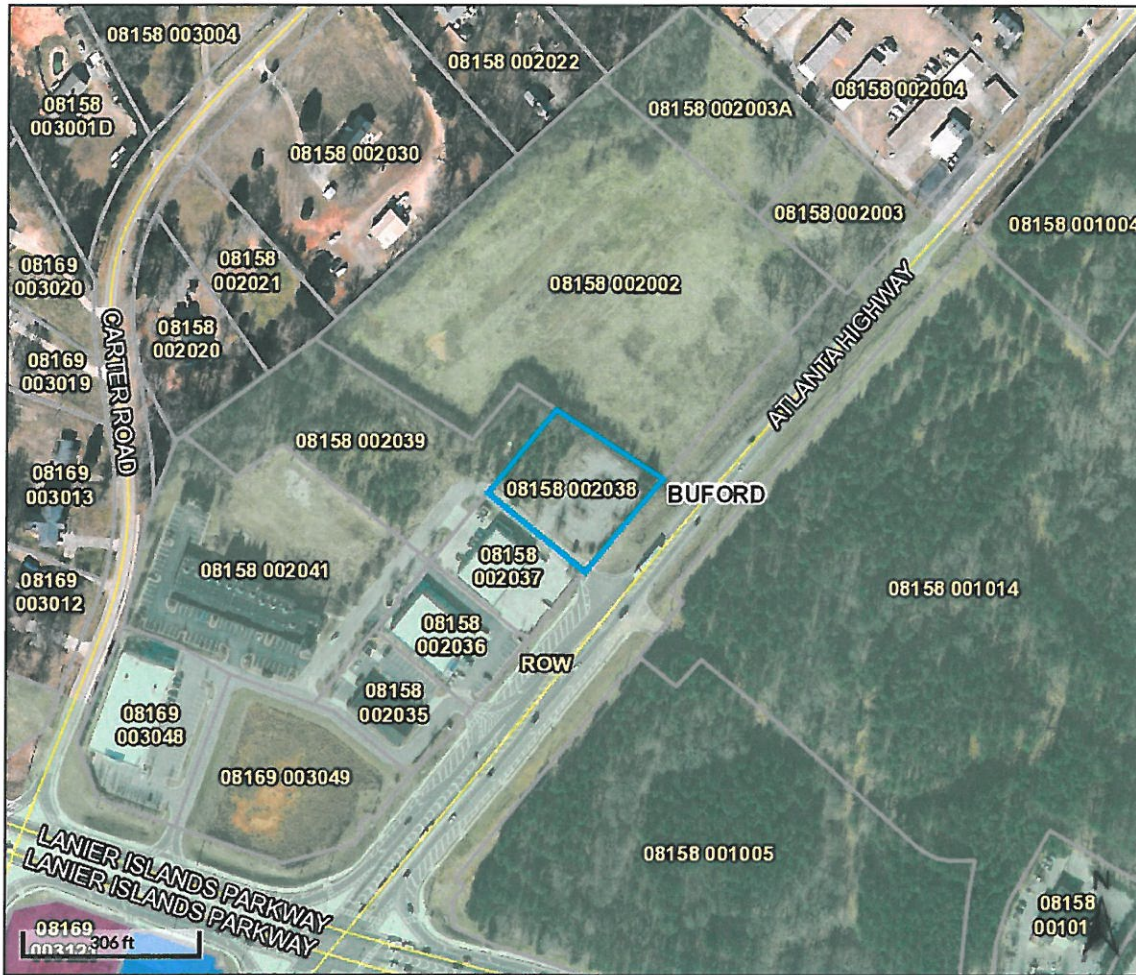
Developed by  **Schneider**
GEOSPATIAL

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

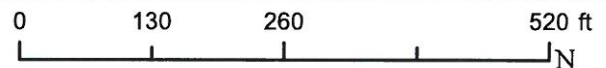
Developed by  **Schneider**
 GEOSPATIAL

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.



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

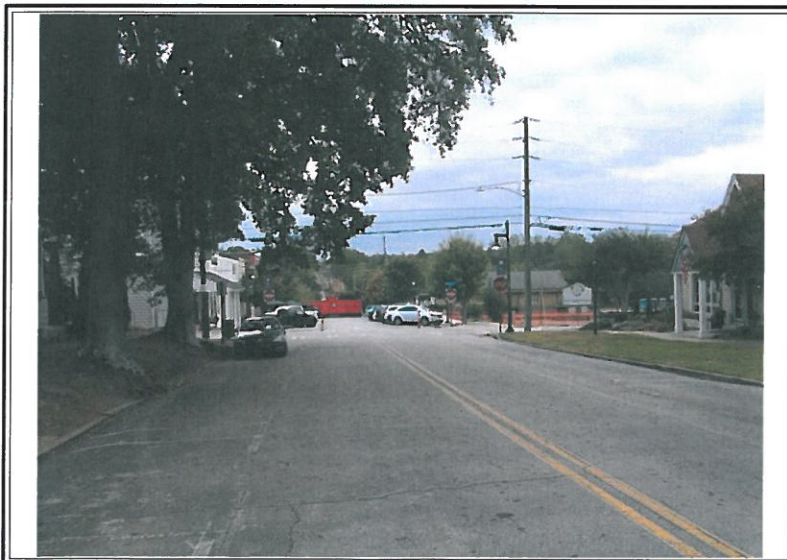
Borrower			
Property Address			
City	County	State	Zip Code
Lender/Client		Address	



SUBJECT SITE



SUBJECT SITE



STREET

Borrower			
Property Address			
City	County	State	Zip Code
Lender/Client		Address	



SALLE 1



SALE 2

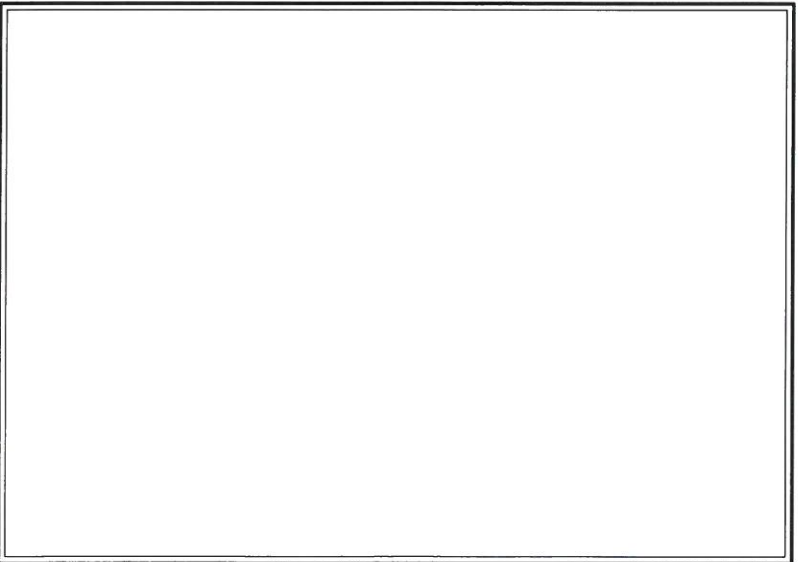
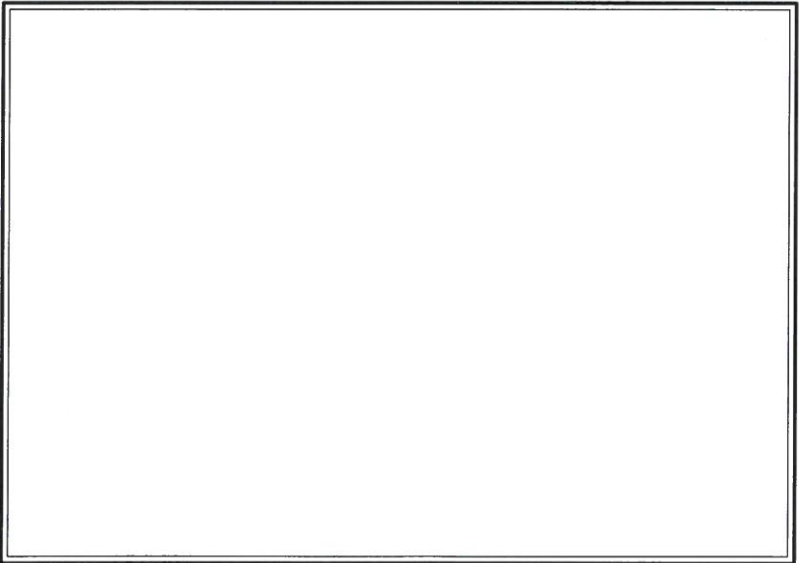


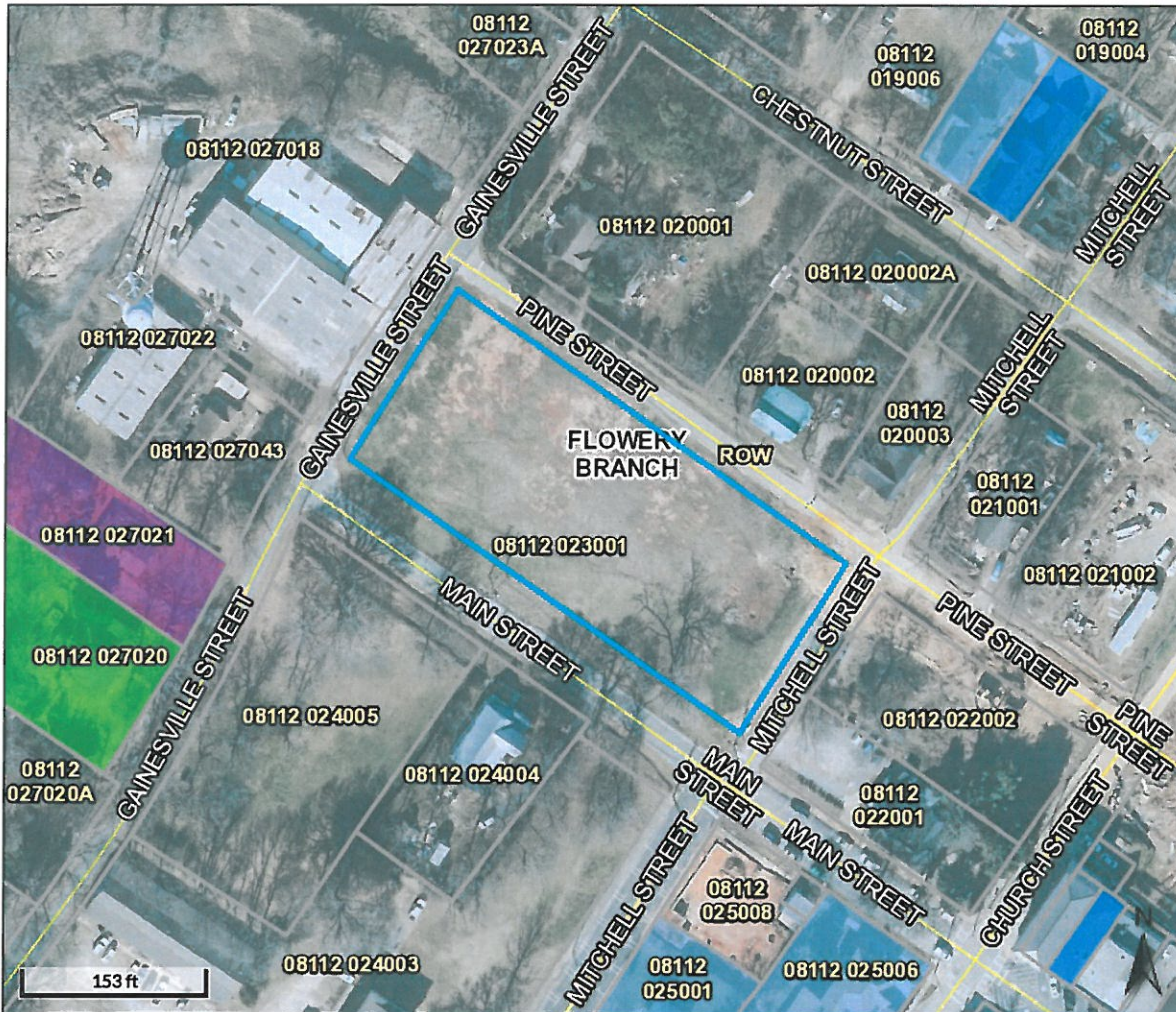
SALE 3

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

Class Code Exempt

Taxing District FLOWERY BRANCH-TAD

FLOWERY BRANCH-TAD

Acres 1.41

(Note: Not to be used on legal documents)

Owner

FLOWERY BRANCH CITY OF

5517 MAIN STREET

FLOWERY BRANCH GA 30542

Physical Address

5702 MAIN ST

Assessed Value

Value \$610962

Last 2 Sales

Date	Price	Reason	Qual
10/18/2010	\$262500	19	U
3/31/2008	0	5	U

Date created: 10/23/2019

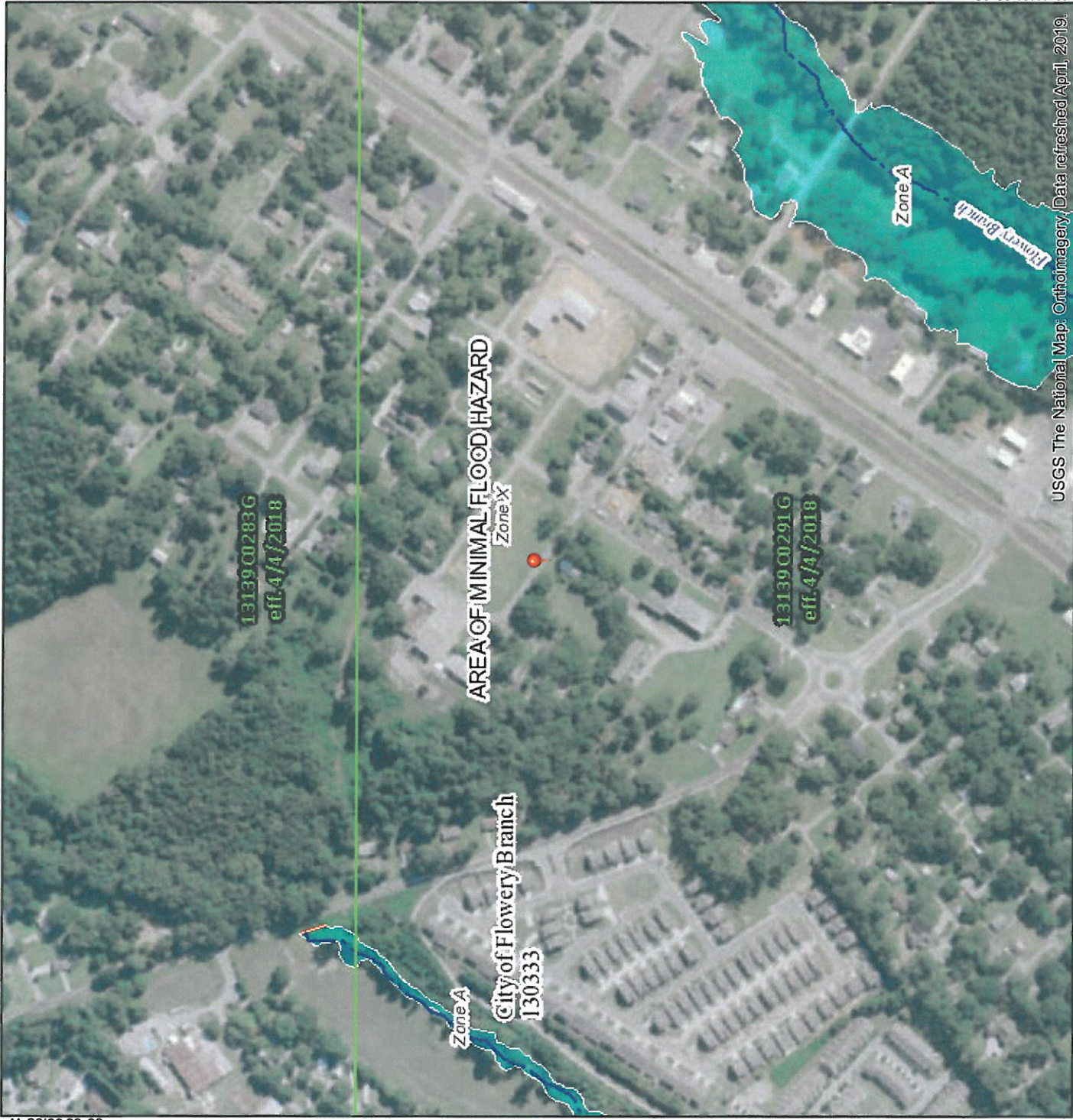
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Developed by Schneider
GEOSPATIAL

National Flood Hazard Layer FIRMette



34°11'24.88"N



199

0 250 500 1,000 1,500 2,000

Feet

1:6,000

34°10'55.12"N

USGS The National Map: Orthoimagery Data refreshed April, 2019.

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

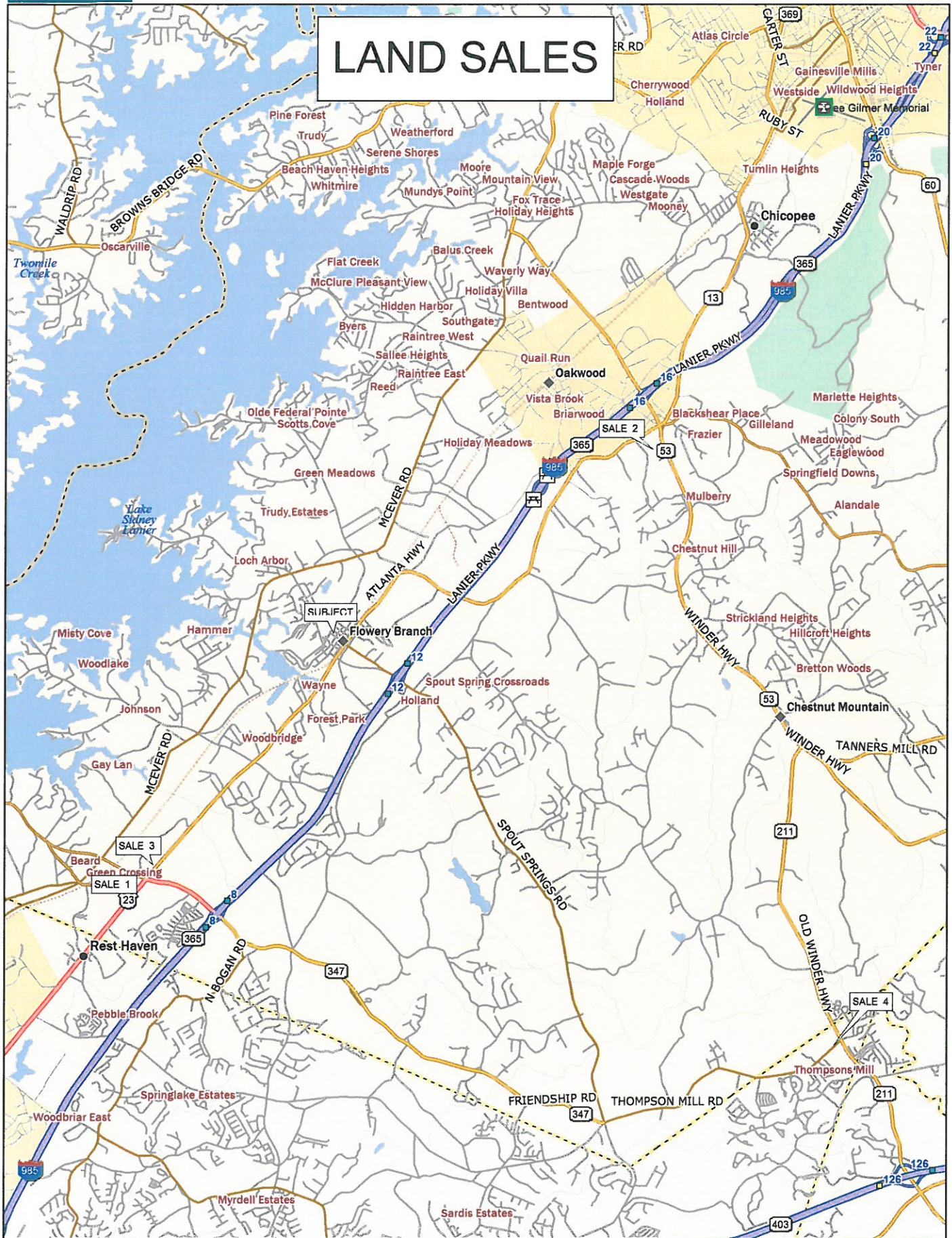
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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



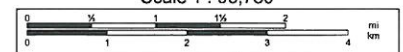
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www.delorme.com



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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Regional Offices	Economic Census	E-Stats	Income	Emergency Preparedness	Stats for Stories
History	Interactive Maps	International Trade	Poverty	Statistical Abstract	Blogs
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Census Careers	Developers	Governments	Health Insurance	Fraudulent Activity & Scams	
Diversity @ Census	Catalogs	Longitudinal Employer-Household Dynamics (LEHD)	Housing	USA.gov	
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Real Estate Commissioner

15025360

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05/31/1991

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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

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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

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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					
Sale Price/Gross Liv. Area			\$ 534.23 sq.ft.			\$ 75.65 sq.ft.						\$ 71.76 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			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			Total Bdrms. Baths		
Room Count			5 3 1.1			5 2 2			5 3 2			5 3 2		
Gross Living Area			964 sq.ft.			924 sq.ft.			1,296 sq.ft.			-8,300 1,152 sq.ft.		
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			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			☐ + ☒ - \$ -7,700		
Adjusted Sale Price of Comparables						Net Adj. 1.4 % Gross Adj. 5.7 % \$ 70,900			Net Adj. 8.9 % Gross Adj. 8.9 % \$ 84,700			Net Adj. 11.8 % 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		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 % Gross Adj. 10.0 %			\$ 90,500			Net Adj. 0.0 % 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.

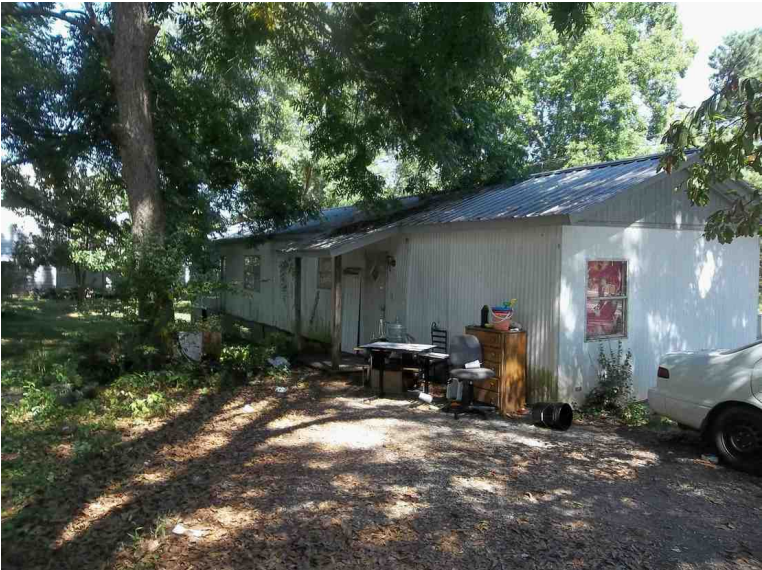
Subject Photo Page

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					

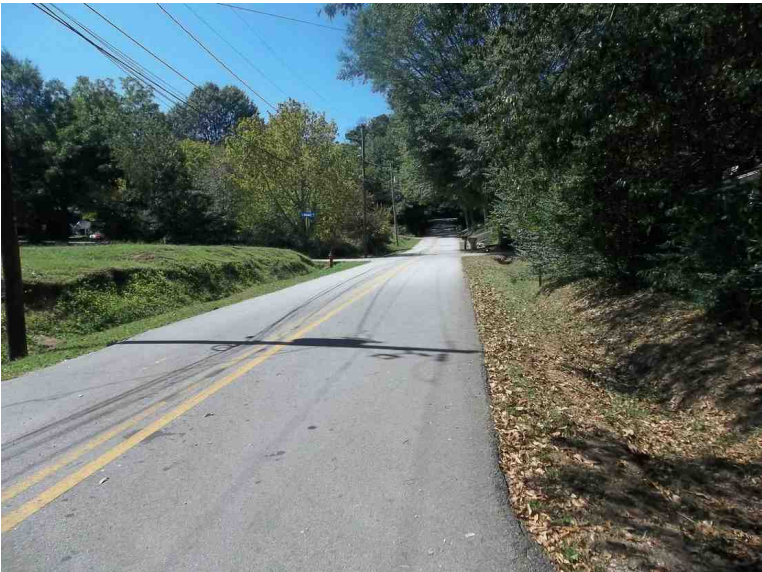


Subject Front

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

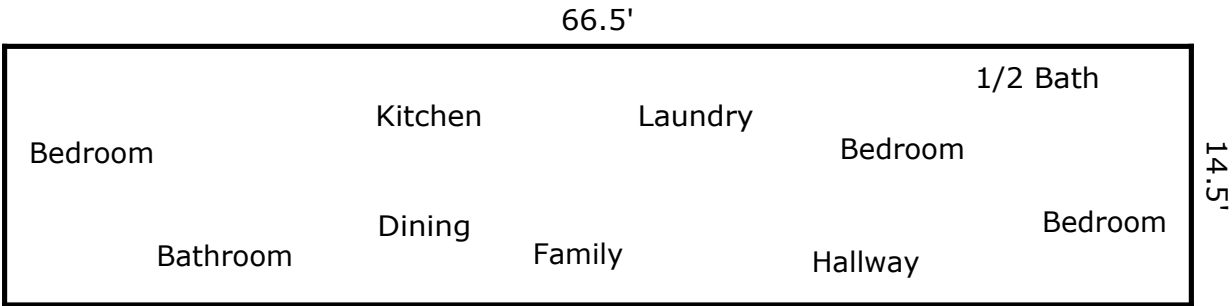
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

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 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

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

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

ORIGINALLY LICENSED
01/29/2001
END OF RENEWAL
03/31/2020



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 \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L 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						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)

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:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

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

COUNCIL MEETING DATE: June 17, 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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	<u>Totals</u>	\$ 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



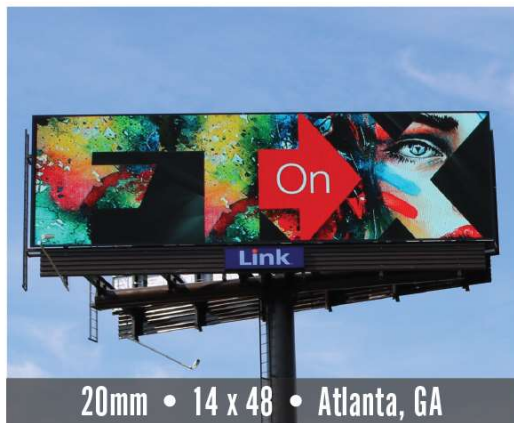
16mm • 30 x 50 • Atlanta, GA



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

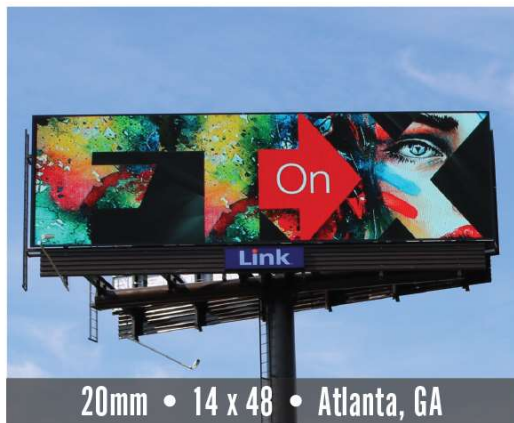
LED DIGITAL BILLBOARDS

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: Consider Resolution 21-008 - 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

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

FACTS AND ISSUES:

See attachment A and B for 2nd quarter details and attachment C and D for 3rd quarter details.

OPTIONS:

- See Attachments A and B for 2nd quarter details and Attachments C and D for 3rd quarter details.

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

No

AMOUNT AND SOURCE OF FUNDS:

Excess collections in revenue in FY2021 for General Fund and Water/Wastewater Fund

RECOMMENDATION:

Approve Resolution 21-008 for 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

SAMPLE MOTION:

I make a motion for the City Council to authorize approval of Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020 as presented in Attachment A, B, C, and D.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- Resolution 21-008 Executive Summary.pdf
- Resolution 21-008.pdf
- Attachment A - 2nd Qtr Budget Adjustment Form and Detail Report.pdf
- Attachment B - 2nd QTR Budget Adjustments Summary Report.pdf
- Attachment C - 3rd Qtr Budget Adjustment Form and Detail Report.pdf
- Attachment D - 3rd QTR Budget Adjustments Summary Report.pdf

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-008: 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

DATE: 6/11/2021

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: 6/17/2021

PURPOSE: To approve Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

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

FACTS AND ISSUES:

- See Attachments A and B for 2nd Quarter details and Attachments C and D for 3rd Quarter details.
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RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020 as presented in Attachment A, B, C, and D.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

RESOLUTION NO.: 21-008

**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, Council approved 1st Quarter adjustments on November 5, 2020 by Resolution no. 20-025; 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 “Attachments A, B, C and D”, attached hereto and made a part of the Resolution.

RESOLVED this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Fund/Department: 100 & 308 & 350 & 505 Effective Date: 12/31/2020

Justification: RESOLUTION 21-008: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
(See Attachment A and Attachment B for Details)

Approvals: Finance Director: C. J. G. Gansh Date: 6/11/2021
City Manager: C. J. G. Gansh Date: 6/11/2021
Mayor: _____ Date: _____

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City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 10/01/2020 - 12/31/2020

2ND QTR

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: Revised Budget - Revised Budget Fiscal: FY2021						
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-399900	Budgeted Fund Balance			0.00	-788,577.00	-788,577.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		-761,701.00	
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		-26,876.00	
Revenue Total:				0.00	-788,577.00	-788,577.00
Expense						
100-1500-511100	Admin / Salaries			122,305.00	5,592.00	127,897.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		5,592.00	
100-1500-521300	Admin / Website & Software Maintenance			8,500.00	2,000.00	10,500.00
BA0000229	General Admin Website & Software Mainte	GLPKT06239	11/30/2020		2,000.00	
100-1500-531701	Admin / Miscellaneous			12,000.00	-2,000.00	10,000.00
BA0000229	General Admin Website & Software Mainte	GLPKT06239	11/30/2020		-2,000.00	
100-1565-521010	City Hall & Bldg's / Security			1,800.00	3,850.00	5,650.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		3,850.00	
100-1565-523200	City Hall & Bldg's / Communications			21,060.00	-3,850.00	17,210.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		-3,850.00	
100-2650-511100	Court Clerk / Salary			77,183.00	1,339.00	78,522.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,339.00	
100-3210-511100	PD Admin / Salaries			149,810.00	2,614.00	152,424.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		2,614.00	
100-3210-521300	PD/ Website & Software Maintenance			8,500.00	1,000.00	9,500.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		1,000.00	
100-3210-531110	PD/ Office Supplies			6,000.00	-1,000.00	5,000.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-1,000.00	
100-3223-511100	Patrol/ Salaries			731,014.00	10,574.00	741,588.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		10,574.00	
100-4210-511100	PW / Salaries			213,962.00	3,087.00	217,049.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		3,087.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	20.00	370.00
BA0000233	ASCAP Dues Fee Increase	GLPKT06432	12/31/2020		20.00	
100-6110-531990	C&R / Supplies & Materials			3,000.00	-20.00	2,980.00
BA0000233	ASCAP Dues Fee Increase	GLPKT06432	12/31/2020		-20.00	
100-7400-511100	PCD/ Salaries			210,292.00	3,670.00	213,962.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		3,670.00	
100-7400-523300	PCD/ Advertising			2,500.00	2,000.00	4,500.00
BA0000230	P&D Advetising Request	GLPKT06261	12/17/2020		2,000.00	
100-7400-523500	PCD/ Travel Expenses			4,150.00	-2,000.00	2,150.00
BA0000230	P&D Advetising Request	GLPKT06261	12/17/2020		-2,000.00	
100-7400-531110	PCD/ Office Supplies			1,200.00	500.00	1,700.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		500.00	
100-7400-531600	PCD / Small Equipment			8,200.00	-500.00	7,700.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		-500.00	
100-9000-611350	Transfer Out 350 - Local Resources Fund			561,107.00	761,701.00	1,322,808.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date	Amount		
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		761,701.00	
Expense Total:				2,142,933.00	788,577.00	2,931,510.00
Fund 100 Total:				2,142,933.00	0.00	2,142,933.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 270 - TAX ALLOCATION DISTRICT F						
Expense						
270-0000-541200	Pine Street Park & Streetscaping			883,164.00	-136,695.00	746,469.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-136,695.00	
270-0000-541220	Market Pavilion Park & Streetscaping			883,164.00	545,252.00	1,428,416.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		545,252.00	
270-0000-541400	Main Street Improvements			883,164.00	-333,937.00	549,227.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-333,937.00	
270-0000-541410	Pine Street Improvements			883,164.00	-300,744.00	582,420.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-300,744.00	
270-0000-541420	Old Town Bike-Pedestrian Path			1,766,328.00	-965,151.00	801,177.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-965,151.00	
270-0000-541430	Mitchell Street Improvements			0.00	579,560.00	579,560.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		579,560.00	
270-0000-541440	Downtown Stormwater Improvements			0.00	611,715.00	611,715.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		611,715.00	
Expense Total:				5,298,984.00	0.00	5,298,984.00
Fund 270 Total:				5,298,984.00	0.00	5,298,984.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-25,692.00	-10,000.00	-35,692.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		-10,000.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-13,000.00	-10,000.00	-23,000.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		-10,000.00	
Revenue Total:				-38,692.00	-20,000.00	-58,692.00
Expense						
275-7540-572000	Convention Visitors Bureau			13,000.00	10,000.00	23,000.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		10,000.00	
275-7540-611100	Trans Out 100 - General Fund			25,692.00	10,000.00	35,692.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		10,000.00	
Expense Total:				38,692.00	20,000.00	58,692.00
Fund 275 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-179,585.00	-179,585.00
BA0000223	#50220 - Sanitary Sewer and Relining Proj	GLPKT06133	11/05/2020		-141,041.00	
BA0000242	50120 - Relocate Sewer Hog Mtn SS Rd	GLPKT06795	11/01/2020		-38,544.00	
Revenue Total:				0.00	-179,585.00	-179,585.00
Expense						
308-0000-541700	Relocate Sewer Hog Mountain Rd & Spouts Springs Rd			0.00	38,544.00	38,544.00
BA0000242	50120 - Relocate Sewer Hog Mtn SS Rd	GLPKT06795	11/01/2020		38,544.00	
308-0000-541800	Sanitary Sewer Cleaning & Relining Project			0.00	141,041.00	141,041.00
BA0000223	#50220 - Sanitary Sewer and Relining Proj	GLPKT06133	11/05/2020		141,041.00	
Expense Total:				0.00	179,585.00	179,585.00
Fund 308 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-391100	Transfer in 100 - General Fund			-561,107.00	-761,701.00	-1,322,808.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		-761,701.00	
350-0000-399900	Budgeted Fund Balance			0.00	761,701.00	761,701.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		761,701.00	
Revenue Total:				-561,107.00	0.00	-561,107.00
Expense						
350-0000-522210	5512-5514 Main St Roof Repairs			0.00	-1,140.00	-1,140.00
BA0000225	project adjustments	GLPKT06133	11/30/2020		-1,140.00	
350-0000-522220	Depot and Caboose Repairs			0.00	1,140.00	1,140.00
BA0000225	project adjustments	GLPKT06133	11/30/2020		1,140.00	
Expense Total:				0.00	0.00	0.00
Fund 350 Total:				-561,107.00	0.00	-561,107.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-399900	Budgeted Retained Earnings			0.00	-9,201.00	-9,201.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		-9,201.00	
Revenue Total:				0.00	-9,201.00	-9,201.00
Expense						
505-1500-511100	W/S Admin / Salaries			76,008.00	1,363.00	77,371.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,363.00	
505-1500-521204	Admin - Professional Services			15,000.00	-1,400.00	13,600.00
BA0000231	Water/Wastewater Projects Discussion Mee	GLPKT06263	12/17/2020		-1,400.00	
505-1500-521300	W/S Admin / Website & Software Maintenance			8,500.00	2,900.00	11,400.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		1,500.00	
BA0000231	Water/Wastewater Projects Discussion Mee	GLPKT06263	12/17/2020		1,400.00	
505-1500-523310	W/S Admin - Advertising			500.00	2,000.00	2,500.00
BA0000225	GEFA Advertising Adjustment	GLPKT06133	11/30/2020		2,000.00	
505-1500-531600	W&S Admin - Small Equipment			7,200.00	-3,500.00	3,700.00
BA0000225	GEFA Advertising Adjustment	GLPKT06133	11/30/2020		-2,000.00	
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-1,500.00	
505-4300-511100	S/ Salaries			196,018.00	1,163.00	197,181.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,163.00	
505-4300-522200	S/ Repairs & Maintenance			80,000.00	-8,000.00	72,000.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		-8,000.00	
505-4300-531100	S/ Supplies & Materials			10,000.00	6,000.00	16,000.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		6,000.00	
505-4300-531110	S/ Office Supplies			1,500.00	2,000.00	3,500.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		2,000.00	
505-4400-511100	W/ Salaries			270,202.00	6,675.00	276,877.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		6,675.00	
505-4400-523600	W/ Dues & Fees			2,000.00	100.00	2,100.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		100.00	
505-4400-531100	W/ Supplies & Materials			10,000.00	-100.00	9,900.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-100.00	
Expense Total:				676,928.00	9,201.00	686,129.00
Fund 505 Total:				676,928.00	0.00	676,928.00
Budget Code Revised Budget Total:				7,557,738.00	0.00	7,557,738.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: Revised Budget - Revised Budget		Fiscal: FY2021		
	100	2,142,933.00	0.00	2,142,933.00
	270	5,298,984.00	0.00	5,298,984.00
	275	0.00	0.00	0.00
	308	0.00	0.00	0.00
	350	-561,107.00	0.00	-561,107.00
	505	676,928.00	0.00	676,928.00
Budget Code Revised Budget Total:		7,557,738.00	0.00	7,557,738.00

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

GENERAL FUND

GENERAL FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Annual transfer of income from General Fund to Local Resources Fund for future capital projects to a total of \$761,701.
- Mid-Year COLA and STEP adjustment approved by Resolution 20-028 for a total of \$26,876.

SPECIAL REVENUE FUNDS

GRANTS FUND

No adjustments needed for quarter ending December 31, 2020.

TAX ALLOCATION DISTRICT FUND

Requested non-departmental adjustments are as follows:

- Adjusted downtown project budgets to TRG budget amounts. This was before the TriScapes contract.

HOTEL MOTEL TAX FUND

Requested non-departmental adjustments are as follows:

- Adjusted quarterly budget to actual activity amounts. Increased all revenue and expense accounts by \$10,000 each. Keep in mind, this fund's budget was reduced drastically for the COVID-19 pandemic.

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

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to two projects:
 - Sanitary Sewer and Relining Project \$141,041
 - Required maintenance before the plant expansion.
 - Relocate Sewer at Hog Mountain Rd and Spout Springs \$38,544
 - Required by the Department of Transportation

SPLOST VIII CAPITAL PROJECTS FUND

- No adjustments needed for quarter ending December 31, 2020.

LOCAL RESOURCES CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Annual transfer of income from General Fund to Local Resources Fund for future capital projects to a total of \$761,701.

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Mid-Year COLA and STEP adjustment approved by Resolution 20-028 for a total of \$9,201.

Fund/Department: 100 & 270 & 308 & 505 Effective Date: 3/31/2021

Justification: RESOLUTION 20-025: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
(See Attachment C and Attachment D for Details)

Approvals: Finance Director: Chad Genske Date: 6/11/2021
City Manager: Dicki Short Date: 6/11/2021
Mayor: _____ Date: _____

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City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 01/01/2021 - 03/31/2021

3RD QTR

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: Revised Budget - Revised Budget Fiscal: FY2021						
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-314200	Excise Tax - Distributors			-171,000.00	-500.00	-171,500.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-500.00	
100-0000-399900	Budgeted Fund Balance			0.00	-3,235.00	-3,235.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-3,235.00	
Revenue Total:				-171,000.00	-3,735.00	-174,735.00
Expense						
100-1130-512600	City Clerk / GA SUI			65.00	40.00	105.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		40.00	
100-1130-523500	City Clerk / Travel Expenses			2,500.00	-40.00	2,460.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-40.00	
100-1310-512200	Mayor / FICA & Medicare			459.00	175.00	634.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		175.00	
100-1310-531100	Mayor / Supplies & Material			1,000.00	-175.00	825.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-175.00	
100-1400-521201	Elections / Professional Svs			2,000.00	-400.00	1,600.00
BA0000238	Elections Budget Adjustment	GLPKT06770	02/08/2021		-400.00	
100-1400-523300	Elections / Advertising			100.00	400.00	500.00
BA0000238	Elections Budget Adjustment	GLPKT06770	02/08/2021		400.00	
100-1500-512600	Admin / GA SUI			129.00	120.00	249.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		120.00	
100-1500-521240	Admin / Legal Fees			50,000.00	-120.00	49,880.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-120.00	
100-1500-523300	Admin / Advertising			2,000.00	1,000.00	3,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		1,000.00	
100-1500-531600	Admin / Small Equipment			12,000.00	-1,000.00	11,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		-1,000.00	
100-1565-521010	City Hall & Bldg's / Security			1,800.00	2,000.00	3,800.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,000.00	
100-1565-522140	City Hall & Bldg's / Lawn Maintenance			11,750.00	5,115.00	16,865.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		5,115.00	
100-1565-522200	City Hall & Bldg's / Repairs & Maintenance			35,000.00	-7,115.00	27,885.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-5,115.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-2,000.00	
100-1565-523200	City Hall & Bldg's / Communications			21,060.00	2,830.00	23,890.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,830.00	
100-1565-531100	City Hall & Bldg's / Supplies & Materials			4,000.00	-1,415.00	2,585.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-1,415.00	
100-1565-531211	City Hall & Bldg's / Water & Sewer			13,000.00	-1,415.00	11,585.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-1,415.00	
100-1570-523202	GA Mtn Regional Commission			8,300.00	500.00	8,800.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
100-2650-512600	Court Clerk / GA SUI			129.00	310.00	439.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		310.00	

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
100-2650-521201	Solicitor			8,700.00	667.00	9,367.00
BA0000250	PD Request 3-9-2021	GLPKT07098	03/09/2021		667.00	
100-2650-521202	Public Defender			8,700.00	-667.00	8,033.00
BA0000250	PD Request 3-9-2021	GLPKT07098	03/09/2021		-667.00	
100-2650-521300	Court / CJT & SSI Software & Support			41,268.00	-310.00	40,958.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-310.00	
100-3210-511100	PD Admin / Salaries			149,810.00	-7,400.00	142,410.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-200.00	
BA0000264	GACP - Executive Hiring Process Contract	GLPKT07428	03/31/2021		-7,200.00	
100-3210-512600	PD Admin / GA SUI			129.00	200.00	329.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		200.00	
100-3210-521204	Pd Admin / Professional-Contracted Services			0.00	7,200.00	7,200.00
BA0000264	GACP - Executive Hiring Process Contract	GLPKT07428	03/31/2021		7,200.00	
100-3210-531600	PD / Small Equipment			10,000.00	-500.00	9,500.00
BA0000237	PD Department Request	GLPKT06769	02/08/2021		-500.00	
100-3210-531620	PD / Safety Vests/ B.P.			2,800.00	500.00	3,300.00
BA0000237	PD Department Request	GLPKT06769	02/08/2021		500.00	
100-3223-511100	Patrol/ Salaries			731,014.00	-53,137.00	677,877.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		-22,137.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		-29,000.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		-2,000.00	
100-3223-511300	Patrol/ Overtime			20,719.00	29,000.00	49,719.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		15,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-15,000.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		29,000.00	
100-3223-512400	Patrol / Retirement			39,528.00	22,137.00	61,665.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		22,137.00	
100-3223-512600	Patrol / GA SUI			969.00	2,000.00	2,969.00
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		2,000.00	
100-4210-512600	PWs / GA SUI			297.00	300.00	597.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		300.00	
100-4210-521200	PWs / Legal Fees			8,000.00	8,000.00	16,000.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		8,000.00	
100-4210-521300	PWs / Website & Software Maintenance			8,500.00	500.00	9,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
100-4210-531100	PWs / Supplies & Material			10,000.00	-800.00	9,200.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-800.00	
100-4210-542100	PWs / Capital Purchases			16,000.00	-8,000.00	8,000.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		-8,000.00	
100-4270-523210	Traffic Signal / AT&T			2,000.00	410.00	2,410.00
BA0000255	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		410.00	
100-4270-531231	Traffic Signal / Electricity			1,800.00	-410.00	1,390.00
BA0000255	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		-410.00	
100-7400-521201	PCD / Professional Sys & Projects			100,000.00	-3,000.00	97,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-3,000.00	
100-7400-521209	PCD / Contracted Services (S&E)			85,000.00	3,000.00	88,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		3,000.00	
100-9000-611270	Transfer Out 270 - TAD Fund			65,664.00	3,235.00	68,899.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		3,235.00	
Expense Total:				1,476,190.00	3,735.00	1,479,925.00
Fund 100 Total:				1,305,190.00	0.00	1,305,190.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 270 - TAX ALLOCATION DISTRICT F						
Revenue						
270-0000-311100	TAD - Revenue - Hall Co Portion			-92,219.00	-10,225.00	-102,444.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-10,225.00	
270-0000-311150	TAD - Revenue - City's Portion			-63,480.00	63,480.00	0.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		63,480.00	
270-0000-391100	Transfer in 100 - General Fund			0.00	-68,899.00	-68,899.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-68,899.00	
270-0000-399900	Budgeted Fund Balance			-5,311,345.00	-7,019.00	-5,318,364.00
BA0000248	TRG Tax Increment Payment Adjustment	GLPKT07030	02/28/2021		-22,663.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		15,644.00	
Revenue Total:				-5,467,044.00	-22,663.00	-5,489,707.00
Expense						
270-0000-581100	TRG Annual Tax Increment Loan Payment			0.00	22,663.00	22,663.00
BA0000248	TRG Tax Increment Payment Adjustment	GLPKT07030	02/28/2021		22,663.00	
Expense Total:				0.00	22,663.00	22,663.00
Fund 270 Total:				-5,467,044.00	0.00	-5,467,044.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-25,692.00	-47,000.00	-72,692.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		-47,000.00	
275-0000-314200	Tourism Product Development			0.00	-19,228.00	-19,228.00
BA0000252	Hotel Motel City Portion BA	GLPKT07162	03/15/2021		-19,228.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-13,000.00	-28,000.00	-41,000.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		-28,000.00	
Revenue Total:				-38,692.00	-94,228.00	-132,920.00
Expense						
275-7540-572000	Convention Visitors Bureau			13,000.00	28,000.00	41,000.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		28,000.00	
275-7540-611100	Trans Out 100 - General Fund			25,692.00	66,228.00	91,920.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		47,000.00	
BA0000252	Hotel Motel City Portion BA	GLPKT07162	03/15/2021		19,228.00	
Expense Total:				38,692.00	94,228.00	132,920.00
Fund 275 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-9,000.00	-9,000.00
BA0000245	Well Valuation Adjustment - Valuation Aspe	GLPKT06880	02/18/2021		-9,000.00	
Revenue Total:				0.00	-9,000.00	-9,000.00
Expense						
308-0000-541900	LLIDA Wells Planning and Testing			0.00	9,000.00	9,000.00
BA0000245	Well Valuation Adjustment - Valuation Aspe	GLPKT06880	02/18/2021		9,000.00	
Expense Total:				0.00	9,000.00	9,000.00
Fund 308 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 320 - SPLOST FUND						
Expense						
320-0000-522250	VIII -Roads & Sidewalk Improvements			491,102.00	-46,204.00	444,898.00
BA0000269	Pump Station Project	GLPKT07473	03/31/2021		-46,204.00	
320-0000-541400	VII -Public Works Booster Pump Station			0.00	46,204.00	46,204.00
BA0000269	Pump Station Project	GLPKT07473	03/31/2021		46,204.00	
Expense Total:				491,102.00	0.00	491,102.00
Fund 320 Total:				491,102.00	0.00	491,102.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-344220	Meter Set Fees			-60,000.00	-96,588.00	-156,588.00
BA0000256	Meter Purchases Adjustment	GLPKT07268	03/25/2021		-25,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-71,588.00	
505-0000-399900	Budgeted Retained Earnings			0.00	-290,100.00	-290,100.00
BA0000260	GEFA Loans Origination Fees Adjustment	GLPKT07401	03/31/2021		-290,100.00	
Revenue Total:				-60,000.00	-386,688.00	-446,688.00
Expense						
505-0000-584000	Bonds - Issuance Costs			0.00	290,100.00	290,100.00
BA0000260	GEFA Loans Origination Fees Adjustment	GLPKT07401	03/31/2021		290,100.00	
505-1500-512100	W/S Admin / Health Insurance			16,646.00	6,000.00	22,646.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		6,000.00	
505-1500-512220	Admi - Long Term Disability			364.00	450.00	814.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		450.00	
505-1500-512400	W/S Admin / Retirement			6,023.00	3,290.00	9,313.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		3,290.00	
505-1500-512600	W/S Admin / GA SUI			129.00	1,000.00	1,129.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		1,000.00	
505-1500-521204	Admin - Professional Services			15,000.00	-2,000.00	13,000.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-2,000.00	
505-1500-521240	W/S Admin / Legal Fees			12,000.00	2,760.00	14,760.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		2,760.00	
505-1500-521310	W/S Admin / IT Services			16,000.00	-950.00	15,050.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-950.00	
505-1500-522100	W/S Admin / Office Cleaning			2,760.00	-2,760.00	0.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		-2,760.00	
505-1500-523250	W&S Admin Shipping & Postage			14,100.00	-4,790.00	9,310.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		-3,290.00	
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,500.00	
505-1500-523310	W/S Admin - Advertising			500.00	-500.00	0.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-500.00	
505-1500-523400	W&S Printing			3,000.00	-1,500.00	1,500.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,500.00	
505-1500-531110	W/S Office Supplies			1,500.00	-1,000.00	500.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,000.00	
505-4300-511100	S/ Salaries			196,018.00	-900.00	195,118.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-900.00	
505-4300-512220	S/ - Long Term Disability			995.00	400.00	1,395.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		400.00	
505-4300-512600	S/ GA SU1			284.00	500.00	784.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
505-4300-521204	S / Engineering Fees			15,000.00	5,000.00	20,000.00
BA0000244	Sewer Engineering Fees Adj	GLPKT06837	02/12/2021		5,000.00	
505-4300-522110	S/ Sludge Disposal			180,000.00	-9,200.00	170,800.00
BA0000253	Sewer Lab and Equipment BA 3/18/2021	GLPKT07193	03/18/2021		-3,200.00	
BA0000254	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		-2,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-4,000.00	
505-4300-522200	S/ Repairs & Maintenance			80,000.00	9,500.00	89,500.00
BA0000244	Sewer Engineering Fees Adj	GLPKT06837	02/12/2021		-5,000.00	
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		10,000.00	
BA0000254	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		2,000.00	

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,500.00	
505-4300-531100	S/ Supplies & Materials			10,000.00	5,500.00	15,500.00
BA0000236	WW/ Supplies Adj due to COVID Expenses	GLPKT06725	01/31/2021		4,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		1,500.00	
505-4300-531120	S/ Chemicals			140,000.00	-9,000.00	131,000.00
BA0000236	WW/ Supplies Adj due to COVID Expenses	GLPKT06725	01/31/2021		-4,000.00	
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		-5,000.00	
505-4300-531230	S/ Electricity			135,000.00	-5,000.00	130,000.00
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		-5,000.00	
505-4300-531600	S/ Small Equip. & Lab Equip.			10,000.00	3,200.00	13,200.00
BA0000253	Sewer Lab and Equipment BA 3/18/2021	GLPKT07193	03/18/2021		3,200.00	
505-4334-522200	L/S Repairs & Maint.			60,000.00	-9,500.00	50,500.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		-1,500.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-8,000.00	
505-4334-531210	L/S Water			3,500.00	9,500.00	13,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		1,500.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		8,000.00	
505-4400-511100	W/ Salaries			270,202.00	-500.00	269,702.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-500.00	
505-4400-512600	W / GA SUI			388.00	500.00	888.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
505-4400-521204	W / Engineering Fees			20,000.00	17,000.00	37,000.00
BA0000240	Water Engineering Fees Adj for Infratec Inv	GLPKT06790	02/01/2021		5,000.00	
BA0000243	W/WW Engineering Fees Adj	GLPKT06835	02/12/2021		5,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		7,000.00	
505-4400-522200	W/ Repairs & Maintenance			20,000.00	-14,700.00	5,300.00
BA0000240	Water Engineering Fees Adj for Infratec Inv	GLPKT06790	02/01/2021		-5,000.00	
BA0000243	W/WW Engineering Fees Adj	GLPKT06835	02/12/2021		-5,000.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		-2,700.00	
BA0000265	Water - Supplies and Materials	GLPKT07429	03/31/2021		-2,000.00	
505-4400-531100	W/ Supplies & Materials			10,000.00	4,700.00	14,700.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		71,588.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		-71,588.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		2,700.00	
BA0000265	Water - Supplies and Materials	GLPKT07429	03/31/2021		2,000.00	
505-4400-531110	W / Meter Purchases			20,000.00	89,588.00	109,588.00
BA0000256	Meter Purchases Adjustment	GLPKT07268	03/25/2021		25,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-7,000.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		71,588.00	
Expense Total:				1,259,409.00	386,688.00	1,646,097.00
Fund 505 Total:				1,199,409.00	0.00	1,199,409.00
Budget Code Revised Budget Total:				-2,471,343.00	0.00	-2,471,343.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: Revised Budget - Revised Budget		Fiscal: FY2021		
	100	1,305,190.00	0.00	1,305,190.00
	270	-5,467,044.00	0.00	-5,467,044.00
	275	0.00	0.00	0.00
	308	0.00	0.00	0.00
	320	491,102.00	0.00	491,102.00
	505	1,199,409.00	0.00	1,199,409.00
Budget Code Revised Budget Total:		-2,471,343.00	0.00	-2,471,343.00

**ATTACHMENT D
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

GENERAL FUND

GENERAL FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- An increase to activity level for Excise Tax Revenue of \$500 to cover an additional \$500 for the Georgia Mountain Regional Commission invoice.
- Increase annual transfer budget to the Tax Allocation District to actual activity. Total increase of \$3,235.

SPECIAL REVENUE FUNDS

GRANTS FUND

No adjustments needed for quarter ending March 31, 2021.

TAX ALLOCATION DISCTRICT FUND

Requested non-departmental adjustments are as follows:

- Adjusted quarterly budget to actual activity amounts for the change to 8% tax.
- Create a budget for the tax increment payment to The Residential Group (TRG) for \$22,663.

HOTEL MOTEL TAX FUND

Requested non-departmental adjustments are as follows:

- Adjusted remaining budget to actual activity amounts and estimate for the remainder of FY2021. Keep in mind, this fund's budget was reduced drastically for the COVID-19 pandemic.

**ATTACHMENT D
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to project:
 - Henderson Well Appraisal and Valuation Services \$9,000

SPLOST VIII CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to project:
 - Gainesville St Pump Station Project to actual cost \$46,204

LOCAL RESOURCES CAPITAL PROJECTS FUND

No adjustments needed for quarter ending March 31, 2021.

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Meter Set Fees revenue and expense adjust to actual activity demand in the amount of \$96,588.
- GEFA loan origination fees of 1% for a total of \$290,100.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Farmer's Market Promotion Grant

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The Farmers Market Promotion Program (FMPP) funds projects that develop, coordinate and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products by developing, coordinating, expanding, and providing outreach, training, and technical assistance to domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, online sales or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. A 10 % or a 25% match is required.

FACTS AND ISSUES:

Stacey Dickson and Renee Carden with the Lake Lanier Convention Visitors Bureau will be submitting the grant on behalf of the City. The Finance Department will be providing information on our current Farmer's Market project in the hope that we will be awarded some funding.

OPTIONS:

<https://www.ams.usda.gov/services/grants/fmpp>

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [2021_FMPP_RFA.pdf](#)



Farmers Market Promotion Program

Fiscal Year 2021 Request for Applications

Funding Opportunity Number: USDA-AMS-TM-FMPP-G-21-0002

Publication Date: May 5, 2021

Application Due Date: 11:59 PM Eastern Time June 21, 2021

PROGRAM SOLICITATION INFORMATION

Funding Opportunity Title: Farmers Market Promotion Program

Funding Opportunity Number: USDA-AMS-TM-FMPP-G-21-0002

Announcement Type: Initial

Assistance Listing (formerly CFDA) Number: [10.175](#)

Dates: Applications must be received before 11:59 pm Eastern Time June 21, 2021, through [Grants.gov](#). Applications received after this deadline will not be considered for funding.

Executive Summary: The U.S. Department of Agriculture (USDA), Agricultural Marketing Service (AMS), requests applications for the fiscal year (FY) 2021 Farmers Market Promotion Program (FMPP). FMPP's purpose is to support the development, coordination, and expansion of direct-producer-to-consumer markets to increase access to and availability of locally and regionally produced agricultural products. AMS will competitively award grants to eligible applicants for projects that meet the purpose of this grant program.

Approximately \$38.5 million will be available to fund FMPP applications under this solicitation, including Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill) funding; annual appropriated funding (Annual Appropriations Funding); and funding from [H.R.133 – the Consolidated Appropriations Act](#) (H.R. 133 Stimulus Funding). FMPP Capacity Building projects range from \$50,000 to \$500,000. Community Development Training and Technical Assistance projects range from \$100,000 to \$750,000. Congress has provided the H.R. 133 Stimulus Funding due to COVID-19 impacts to the food system, and AMS encourages projects that respond to COVID-19 needs and impacts. However, funding is not contingent upon applicants directly addressing COVID-19 issues. AMS welcomes applications that meet LAMP goals to support the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products and thereby support pandemic recovery in the sector. Eligible entities and activities remain the same as in previous years.

In the FY 2020 application cycle, AMS received 206 applications and was able to fund 49 (24%) of the applications. However, AMS expects to award funding to more projects in FY2021 given the increased funding amount. To be competitive, applications must meet all program requirements, be of high quality, and satisfy a match of either 10% or 25% dependent on the award funding source. All applications will undergo review according to merit and customary evaluation procedures. Ultimate project funding will be determined based on aggregate ranking. This announcement provides information regarding eligibility criteria for applicants and projects, details on match funding, and the application forms and instructions needed to apply for an award.

AMS encourages applications that benefit smaller farms and ranches, new and beginning farmers and ranchers, socially disadvantaged producers, veteran producers, and/or underserved communities. For grants intending to serve these entities, applicants should engage and involve those beneficiaries when developing projects and applications.

Stakeholder Input: AMS welcomes your comments about this Request for Applications (RFA). We will consider the comments in developing the next RFA. Email written stakeholder comments within six months of the publication date of this RFA to: AMSGrants@usda.gov. (This e-mail address is intended only for receiving comments regarding this RFA and not for requesting information or forms.) In your comments, please state that you are commenting on the **Farmers Market Promotion Program RFA**.

2021 HIGHLIGHTS AND CHANGES

- The RFA and [AMS General Terms and Conditions](#) were updated to reflect changes to the Uniform Guidance (2 CFR §200).
- FY2021 FMLFPP funding is based on three funding sources: 1) Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill) provided \$22.5M available until expended; 2) The FY2021 Annual Appropriations Funding (Annual Appropriations) provided \$7.4 million which must be awarded in FY2021; and 3) [H.R.133 – the Consolidated Appropriations Act](#) (H.R. 133 Stimulus Funding) provided \$47 million, available until expended. The available \$76.9 million will be divided equally between FMPP and LFPP (approximately \$38.5 million each).
- Due to the H.R. 133 Stimulus Funding, there are two match levels for FY2021 awards. Funding awarded under H.R. 133 Stimulus Funding will minimally require a 10% match to improve access to the program in a time when the pandemic may make it difficult to provide the full level of match funds usually required by the program. Funding awarded under the 2018 Farm Bill and Annual Appropriations will require a 25% match, as is usually required.
- Additional updates include:
 - Congress has provided the H.R. 133 Stimulus Funding due to COVID-19 impacts to the food system, and AMS encourages projects that respond to COVID-19 needs and impacts. However, funding is not contingent upon applicants conducting COVID-19 specific activities. AMS welcomes applications that meet LAMP goals to support the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products and thereby support pandemic recovery. Eligible entities and activities remain the same as in previous years.
 - Section [2.4](#) has been updated to increase the FY2021 maximum award amounts for the Capacity Building project sub-type to \$500,000. Also, the FY2021 maximum award amount for the Community Development Training and Technical Assistance project subtype has increased to \$750,000. The higher grant option will allow larger, experienced organizations to support smaller organizations through subawards and coordinated multi-group projects that meet shared needs such as those that have arisen during the pandemic.
 - Section [3.3](#) has been revised for FY2021 due to the possible need for unforeseen pandemic adaptations and response to allow for current grant recipients to apply for FY2021 grants even though a current grant has not yet been closed. This applies to both FMPP and LFPP FY2021 grants.
 - Section [3.4](#) has been updated to reflect the FY2021 matching fund requirements established by legislation. The H.R. 133 Stimulus Funding (\$23.5 million for FMPP) minimally requires a 10% match. The 2018 Farm Bill Funding (\$11.3 million for FMPP) and the Annual Appropriations (\$3.7 million for FMPP) both require a 25% match. Annual Appropriations must be obligated in FY2021.
 - As such, applicants who can provide the 25% match should consider doing so to allow AMS to award the Annual Appropriations first. Once the Annual Appropriations Funding is obligated, AMS will consider additional high-ranking applicants who applied with the 25%

match for the H.R. 133 Stimulus Funding and 2018 Farm Bill Funding. These applicants will be required to provide the committed 25% match as indicated in their applications.

- Applicants who provide a 10% match will only be considered for H.R. 133 Stimulus Funding.
- All applications will be reviewed together, with the same criteria and review process. High ranking projects will be awarded. The match amount provided by the applicant will determine which funding source AMS will use to make an award (H.R. 133 Stimulus Funding or 2018 Farm Bill Funding and Annual Funding).
- Applicants may not replicate the same application and submit it using different match amounts. For example, applicants are not allowed to submit the same application, with the same objectives, with a 10% match; and the same application, with the same objectives, with a 25% match. Applicants must commit to one match amount that AMS will consider if selected for funding.
- Should insufficient high-ranking projects be identified for 25% match, AMS may allow an opportunity for high ranking applicants to modify their application to offer a 25% match.
- AMS hopes to award as much of the H.R. 133 Stimulus Funding, and Annual Funding as possible this year, but may decide to not award the full 2018 Farm Bill Funding and use remaining funds to supplement available funds for FY2022 applications. In any case, applicants must demonstrate the capacity to manage and meet Federal grants management requirements.
- Section 3.3.2 has been added to describe how Regional Food System Partnership (RFSP) recipients can apply to the Farmers Market and Local Food promotion Program on behalf of producers and/or eligible entities, per RFSP legislation.
- Section 4.6.4 has been updated to allow pre-award costs up to 180 days prior to the start date of an award.

APPLICATION CHECKLIST

AMS expects applicants to read the entire RFA prior to submitting their application to ensure they understand the program's requirements. The application checklist below lists the required and conditionally required documents for an application package.

FMPP requires that **all application packages** include the following:

- ☐ Form SF-424 – Application for Federal Assistance (in Grants.gov)
- ☐ Project Narrative (PDF Attachment)
 - ☐ Must use required template
 - ☐ Executive Summary supports project goals and objectives, and is no more than 250 words
 - ☐ Ensure it does not exceed the page limit specified in Section 4.2.2
 - ☐ Ensure the proposal excludes unallowable costs and activities per Section 4.6.4
- ☐ Signed Letters Verifying Matching Funds for EACH cash and/or in-kind resource (PDF or MS Word Attachment)

- ☐ Signed Letters of Commitment from Partner and Collaborator Organizations (PDF or MS Word - Attachment)

When applicable, application packages are required to include the following documents:

- ☐ Signed Letter(s) Stating Evidence of Critical Resources and Infrastructure (PDF or MS Word – Attachment)
- ☐ Negotiated Indirect Cost Rate Agreement (PDF Attachment)

TIMING TO OBTAIN AND SUBMIT GRANTS.GOV REQUIRED ELEMENTS

Required Action	Timing to Obtain/Submit
AMS Deadline to receive final application and all supporting materials	June 21, 2021 – 11:59 p.m. [Eastern Time]
Obtaining Your Organization’s DUNS Number (if you do not already have one)	1-2 business days
Establishing an <i>Active</i> SAM.gov Account (if you do not already have one)	7-10 business days
Obtaining a TIN/EIN (if you do not already have one)	Up to 2 weeks
Creating your Grants.gov profile and registering your Authorized Organizational Representative (AOR) authorization	Up to 2 weeks

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1.0 FUNDING OPPORTUNITY DESCRIPTION

1.1 LEGISLATIVE AUTHORITY

The Local Agriculture Market Program (LAMP) is authorized by subtitle A of the Agricultural Marketing Act of 1946 (7 U.S.C. § 1621 et seq.) as amended under section 10102 of the Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill). LAMP supports the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products. The primary goals are to:

- Connect and cultivate regional food economies through public-private partnerships;
- Support the development of business plans, feasibility studies, and strategies for value-added agricultural production and local and regional food system infrastructure;
- Strengthen capacity and regional food system development through community collaboration and expansion of mid-tier value chains;
- Improve income and economic opportunities for producers and food businesses through job creation; and,
- Simplify the application and the reporting processes for grants administered under the Program.

The Farmers Market and Local Food Promotion Program (FMLFPP), the Value-Added Producer Grants (VAPG) Program and the Regional Food Partnership Program (RFSP) are implemented under LAMP. FMLFPP and RFSP are administered by AMS and VAPG is administered by the Rural Business-Cooperative Service under Rural Development (RD). FMLFPP is administered in two components: Farmers Market Promotion Program (FMPP) and Local Food Promotion Program (LFPP). This RFA is for FMPP.

1.2 PURPOSE

FMPP funds projects that develop, coordinate, and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products. The program focuses on:

- Supporting and promoting domestic [direct producer-to-consumer](#) (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) marketing such as farmers markets, roadside stands, agritourism activities, community-supported agriculture (CSA) programs, or online sales;
- Encouraging the development of [value-added agricultural products](#);
- Developing marketing strategies for producers of local food and value-added products;
- Facilitating regional food chain coordination and [mid-tier value chain](#) development;
- Promoting new business opportunities and marketing strategies to reduce on-farm food waste;
- Responding to changing technology needs in direct producer-to-consumer marketing; and
- Covering expenses related to costs incurred in obtaining food safety certification and improvements to food safety practices and equipment.

Projects that aim to address COVID-19 impacts through these activities are welcome.

1.3 PROJECT TYPES

FMPP offers **Capacity Building (CB)** and **Community Development Training and Technical Assistance (CTA)** project types.

1.3.1 CAPACITY BUILDING

CB projects are intended to assist applicants' efforts to achieve their mission and build long-term organizational capacity in the development, coordination, and expansion of domestic farmers markets, roadside stands, CSA programs, agritourism activities, online sales, or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. CB projects should demonstrate a direct benefit to farm and ranch operations serving local markets (including new, beginning and socially disadvantaged farmers and ranchers, veteran producers and/or underserved communities) and maximize the involvement of farmers and ranchers and community organizations. Projects can include, but are not limited to:

- Developing tools, techniques or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of markets, or other relevant organizations, to assist in COVID response and recovery efforts.
- Market analysis and strategic planning for a direct producer-to-consumer market opportunity.
- Local farmer, rancher, or market manager startup training and education.
- Farmers market, roadside stand, CSA, agritourism or online sales activity startup, operation and/or expansion.
- Recruitment, outreach and retention of new, beginning, and socially disadvantaged farmers and ranchers, as well as to consumers in support of direct producer-to-consumer markets.
- Development of strategies and/or above practices to support and partner with other organizations affected by the pandemic. This could allow larger, more experienced entities to support smaller organizations who could also benefit from a federal grant.

1.3.2 COMMUNITY DEVELOPMENT TRAINING AND TECHNICAL ASSISTANCE

CTA projects are intended to assist applicants' efforts to provide outreach, training, and technical assistance to farm and ranch operations serving local markets, and to other interested parties for developing, coordinating, and expanding domestic farmers markets, roadside stands, CSA programs, agritourism activities, online sales, or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. CTA projects should engage a diverse set of local and regional food stakeholders, including new, beginning and socially disadvantaged farmers and ranchers, to illustrate a substantive effect on the local and regional food system. Projects can include, but are not limited to:

- Developing and disseminating tools, techniques, or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of organizations to assist in COVID response and recovery efforts.

- Conducting statewide or regional training for farmers, ranchers, or managers (i.e., farmers market managers) to help them develop or maintain their own direct producer-to-consumer enterprise.
- Assisting farmers and ranchers in advertising and promoting their locally and regionally produced agricultural products, including value-added products, through training and technical assistance.
- Establishing or expanding producer-to-consumer networks and organizations on a state, regional, and national level, which includes efforts to develop sourcing channels using direct producer-to-consumer market opportunities with corporate, non-profit, and institutional buyers.
- Providing technical support for small- and mid-sized producers to become compliant with regulatory and buyer specifications and standards to increase their direct market opportunities.
- Development of strategies and/or above practices to support and partner with other organizations affected by the COVID-19 pandemic. This could allow larger, more experienced entities to support smaller organizations who could also benefit from a federal grant.

1.3.3 PROJECTS/ACTIVITIES NOT ELIGIBLE FOR FUNDING

Projects are not eligible for consideration if the proposed activities:

- Are not related to producer-to-consumer direct marketing.
- Are for production related expenses, including food production and the purchase of farm equipment, tools, materials, supplies and other related costs (section [4.6.4](#)).
- Depend on the purchase or lease-to-own of a vehicle—vehicles can be leased, but not leased-to-own or purchased (section [4.6.4](#)).
- Benefit only one agricultural producer, vendor, or individual. Applicants must collaborate with others to benefit the larger community.
- Promote general food consumption (unrelated to a specific product or service) (section [4.6.4](#)).
- Depend upon a critical component (such as land and structures) not in place or useable at the time of application (section [4.2.5](#)).
- Depend upon the completion of another project or the receipt of another grant.
- Duplicate activities in a project that has received a Federal award from another Federal award program, including the Local Food Promotion Program.

For additional allowable and unallowable activities please refer to the AMS General Terms and Conditions. Applicants that have questions concerning the allowability of costs after reviewing the Terms and Conditions should contact AMS staff using the contact information listed under [7.0 Agency Contacts](#).

1.4 PRIORITY AREAS

Priority consideration will be given to projects that benefit communities located in areas of concentrated poverty with limited access to supermarkets or locally or regionally grown food as defined below. AMS does not require applicants to conduct projects in priority areas to be eligible to apply or receive grant funds.

If requesting low income/low food access (LI/LA) priority consideration, the project's implementation address must be in a LI/LA census tract, as defined by the four major map layers on the [ERS Food Access Research Atlas](#). "Implementation address" refers to the street address or census tract location within the targeted community (LI/LA census tract) at which the applicant plans to conduct or deliver approved project activities.

The applicant must provide its census tract(s) for at least one LI/LA address (priority area). If your organization or business is located in and/or primarily serves at least one LI/LA community, your application will be considered under this priority area.

2.0 AWARD INFORMATION

2.1 TYPE OF FEDERAL ASSISTANCE

AMS will use a Grant Agreement to provide the Federal award to successful applicants.

2.2 TYPE OF APPLICATIONS

New application. All new applications will be reviewed competitively using the selection process and evaluation criteria described in section [5.0](#).

Continuation application. These applications are submitted by applicants who have received prior FMLFPP funding, such as an LFPP planning grant or a previous FMPP grant. Such applications must contain the same information that is required for new applications, as well as a description – via the [FMLFPP Project Narrative](#) form – of how the newly proposed project builds on previous activities. Continuation applications will be evaluated according to the same evaluation criteria as new applications, in addition to consideration of the applicant's performance during the previous FMFLPP grants and its apparent ability to improve upon that work.

2.3 AVAILABLE FUNDING

FY2021 funding for FMLFPP is based on three funding sources: 1) The 2018 Farm Bill Funding provided \$22.5 million annually in no-year funding; 2) FY2021 Annual Appropriations provided \$7.4 million; and 3) H.R. 133 Stimulus Funding provided \$47 million, available until expended. The full \$76.9 million will be divided equally between FMPP and LFPP (approximately \$38.5 million each), as AMS is able to determine qualified recipient selections based on the criteria within this RFA. Any 2018 Farm Bill or H.R. 133 Stimulus funds not awarded under this RFA will be applied to the RFA for the next competitive award cycle. Enactment of additional continuing resolutions or an appropriations act may affect the availability or level of funding for this program.

2.4 FEDERAL AWARD PERIOD DURATION AND SIZE

AMS expects applicants to complete their projects within the required timeframe. It is acceptable to complete a project before the scheduled performance period end date. However, AMS encourages applicants to take the full grant period to allow ample time to complete projects. The applicant must

indicate the start date and end date on Block 17 of the SF-424 “Application for Federal Assistance”. Required project start dates and completion dates are provided below.

Award size varies by project type. Applicants may not request less than the minimum or more than the maximum amounts. Applicants are not required to request the maximum award amount. Applicants must justify the requested funding amounts within the appropriate project narrative sections.

Project Type	Duration (Months)	Start Date	Completion Date	Minimum Award	Maximum Award
CB	36	September 30, 2021	September 29, 2024	\$50,000	\$500,000
CTA	36	September 30, 2021	September 29, 2024	\$100,000	\$750,000

The higher grant option may allow larger, experienced organizations to support smaller organizations through subawards and coordinated multi-group projects that meet shared needs such as those that have arisen during the pandemic. See [4.6.3 Subaward Restrictions](#) for more information.

3.0 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANTS

All applicants must be domestic entities owned, operated, and located within the 50 United States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, or Tribal Governments. Eligible applicants include:

Entity Type	Description
Agricultural Businesses or Cooperatives	Business entities, member-owned entities or businesses that provide, hold, deliver, transport, offer, or sell agricultural products or services for member benefit as well as the organization or other business that they represent.
Producer Networks or Association	Producer group- or member-owned organizations or businesses that provide, offer, or sell agricultural products or services through a common distribution system for the mutual member benefit as well as organizations or other businesses that assist, represent, or serve producers or producer networks.
CSA Networks or Associations	Formal groups of farms that work collectively to offer consumers regular (usually weekly) deliveries of locally-grown farm products during one or more harvest season(s) often on a subscription or membership basis. This includes organizations or other businesses that assist, serve, or represent CSAs or CSA networks.

Entity Type	Description
	Customers have access to a selected share or range of farm products offered by the group of farmers based on partial or total advance payment of a subscription or membership fee.
Food Council	Food policy council or food and farm system network that represents multiple organizations involved in the production, processing, and consumption of food, as well as local, Tribal, or State governments; and that addresses food and farm-related issues and needs within city, county, State, Tribal region, multicounty region, or other region designated by the food council or food system network.
Local Governments	Any unit of government within a state, including a county; borough; municipality; city; town; township; parish; local public authority, including any public housing agency under the United States Housing Act of 1937 (50 Stat. 888 (P.L. 75—412); special district; school district; intrastate district; council of governments, whether or not incorporated as a nonprofit corporation under State law; and any other agency or instrumentality of a multi-state, regional, or intra-state or local government.
Nonprofit Corporations	Any organization or institution, including nonprofits with State or IRS 501 (c) status and accredited institutions of higher education, where no part of the organization's or institution's net earnings inure to the benefit of any private shareholder or individual.
Public Benefit Corporations	Corporations organized to construct or operate a public improvement, the profits from which inure to the benefit of one or more State or to the people therein.
Economic Development Corporations	Organizations whose missions are to improve, maintain, develop, and/or market or promote a specific geographic area.
Regional Farmers Market Authorities	Entities that establish and enforce regional, State, or county policies and jurisdiction over State, regional, or county farmers markets. State agencies are eligible if their State's regulatory statutes identify the specific State agency as a regional farmers market authority.
Tribal Governments	Governing bodies or governmental agencies of any Indian tribe, band, nation, or other organized group or community (including

Entity Type	Description
	any native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688 (43 U.S.C. § 1602)) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

3.2 PARTNERS AND COLLABORATORS

The applicant may subcontract or subaward with partners and collaborators (section [4.6.3](#)). Only the applicant must meet the eligibility requirements. Project partners and collaborators do not need to meet the eligibility requirements provided in section [3.1](#).

- A *partnership* is a relationship involving close cooperation between parties with specified and joint rights and responsibilities in the management of the project.
- A *collaborator* is a person or an organization unaffiliated with the applicant that cooperates with the applicant in the conduct of the project and is not immediately connected to the management of the project.

Partners and collaborators may come from private or public, for-profit or nonprofit entities. Applicants must show evidence of existing community or industry support and engagement. Applications should demonstrate a commitment to engage potential project beneficiaries as active participants.

3.3 LIMIT ON NUMBER OF AWARDS

For FY2021, due to the possible need for unforeseen pandemic adaptations and response, AMS is waiving the usual limitation on current grant recipients regarding the number of awards they can have at one time. Applicants who have active FMLFPP grants may be awarded an FY2021 FMPP and an FY2021 LFPP grant, without the normal requirement to close out the current active grant(s). However, if recommended for an award, applicants are limited to receiving **one** FY2021 LFPP award and **one** FY2021 FMPP award. For example:

- For FMPP, this means that an applicant that currently has an active FMPP grant may be awarded another FY2021 FMPP grant without closing their previous grant award. They may also be awarded an FY2021 LFPP award.
- For LFPP, this means that an applicant that currently has an active LFPP grant may be awarded another FY2021 LFPP grant without closing their previous grant award. They may also be awarded an FY2021 FMPP award.
- There may be instances where a current applicant has one active FMPP grant **and** one active LFPP grant. Although these cases are rare, it is possible that the applicant may apply for and receive one FY2021 FMPP grant **and** one FY2021 LFPP grant without closing their previous, open grant awards. However, FMPP and LFPP grants have very distinct purposes, and applicants are encouraged to carefully consider grants management capabilities if and when submitting additional applications.

Applicants may submit multiple project proposals to FMPP and LFPP. If recommended for multiple awards under both FMPP and LFPP, AMS staff will contact the applicant to discuss the options. With the exception of RFSP applicants (see section 3.3.2 below), applicants who do not have a current, active award may receive one FMPP and one LFPP award. Applicants must not duplicate the objectives and activities for which they have been previously awarded.

Applicants must meet all program requirements and undergo competitive peer review as do all other FMPP or LFPP applicants. Applicants must demonstrate organization capacity to manage multiple awards.

Applicants that have a current Regional Food System Partnership (RFSP) award are eligible to receive an FMPP and LFPP award based on the circumstances stated in section [3.3.2](#) below.

3.3.1 FISCAL SPONSORS/AGENTS

FMPP eligible applicants may use fiscal sponsors/agents in their effort to attain and administer a grant award under FMPP. Such applicants seeking to implement an FMPP project may:

- a. Apply directly to AMS through Grants.gov and request to use funds to establish a contractual relationship with a fiscal sponsor/agent to perform administrative or financial functions on behalf of the applicant; or
- b. Utilize a fiscal sponsor/agent to apply for an FMPP award on behalf of the implementing organization. By doing so, the sponsor/agent accepts all financial and legal liabilities for that grant recipient's grant award at the time the agreement is signed. In the case of FMPP applications, fiscal sponsors/agents would submit the application as the applicant organization, and the AOR responsible for all grant decisions and activities, including but not limited to implementation, subcontracts, and reporting to AMS. The AOR would be an employee of the fiscal sponsor/agent. Fiscal sponsors/agents are bound by the same requirements mentioned in this RFA as other applicant organizations, including the limit on applications.

An applicant organization cannot accept an award and later transfer the award to another organization (including a fiscal sponsor/agent).

3.3.2 RFSP RECIPIENT APPLICANTS

In accordance with the [LAMP legislation](#), current RFSP grant recipients may apply for an FMPP or LFPP grant on behalf of requesting producers and/or eligible entities (as listed in section 3.2 of the [RFSP RFA](#)). Active RFSP recipients are eligible to receive more than one FMPP or LFPP project within an award cycle to allow them to apply on behalf of those entities.

Active RFSP recipients applying to FMPP or LFPP on behalf of their producers and eligible entities should indicate on the Project Narrative that they are a current RFSP recipient. They must meet all program requirements and undergo competitive peer review as do all other FMPP or LFPP applicants. Refer to section [5.2](#) for more information.

If selected for funding, active RFSP recipients signing the grant agreement as the AOR on behalf of their producers and eligible entities accept all financial and legal liabilities for that grant recipient's grant

award at the time the agreement is signed. Additionally, they are responsible for all grant decisions and project activities, and accountable for meeting Federal status, regulations, and the terms and conditions of the award. An applicant organization, including RFSP recipient applicants, cannot accept an award and later transfer the award to another organization (including the producer or eligible entity associated with the active RFSP grant).

Alternatively, RFSP recipients wanting to solely provide technical assistance or administrative support to producers and/or eligible entities applying to FMLFPP, but not serve as the AOR, may provide that directly with no formalized agreement and the eligible entities or producers may apply directly (noting that the project must benefit more than one producer). They could also choose to pursue the contractual relationship mentioned in section [3.3.1.a](#).

3.4 COST SHARING AND MATCHING

This funding opportunity requires matching funds from non-Federal sources in the form of cash and/or in-kind contributions in an amount equal to 10% or 25% of the total Federal portion of the grant. The funding source legislation determines the matching amounts (Section [2.3](#)):

- H.R. 133 Stimulus Funding (\$23.5 million for FMPP): 10% match requirement.
- Annual Funding (\$3.7 million for FMPP): 25% match requirement.
- 2018 Farm Bill Funding (\$11.3 million for FMPP): 25% match requirement.

The match amount provided by the applicant will determine the funding source AMS uses to make an award. As such:

- Applicants that provide a 10% match will be considered for H.R. 133 Stimulus Funding (\$23.5 million).
- Applicants able to provide and commit to a match of 25% at the time of application will be considered for 2018 Farm Bill Funding (\$11.3 million), Annual Funding (\$3.7 million) **OR** H.R. 133 Stimulus Funding (\$23.5 million). If funded under the H.R. 133 Stimulus Funding, applicants are still required to provide the 25% match committed to in the application.

AMS will award all Annual Funding first and then fund the rest of the highly ranked proposals (at either the 10% match or 25% match) under the H.R. 133 Stimulus Funding or 2018 Farm Bill Funding.

Applicants may not replicate the same application and submit it using different match amounts. For example, applicants are not allowed to submit the same application, with the same objectives, with a 10% match; and the same application, with the same objectives, with a 25% match. Applicants must commit to one match amount that AMS will consider if selected for funding.

Should insufficient high-ranking projects be identified for the 25% match, AMS may allow an opportunity for high ranking applicants to modify their application to offer a 25% match.

All applications will be evaluated according to merit and customary evaluation procedures. If a project is selected for funding, any match amount exceeding the respective requirement will be considered voluntary and must be documented and secured at the time of the award.

Cost sharing or the required match must be in the form of allowable direct or indirect costs. Refer to [2 CFR § 200.306](#) for additional Federal requirements and definitions, including the basis for determining the value of cash and in-kind contributions.

In-kind contributions are generally defined, when used as a cost share or match for a grant, as the value of goods or services provided by a third party for the benefit of the grant program, where no funds transferred hands. For example, a partner, such as a tribal community member, may volunteer their professional expertise as a match contribution to the project as described in [2 CFR § 200.306\(e\)](#). These contributions cannot satisfy a cost sharing or matching requirement for this grant program if they are used toward satisfying a match requirement under any other Federal grant agreement to which the applicant is a party.

All matching contributions **must be committed or secured** at the time an applicant is recommended for an award. An award will not be issued unless all matching funds over the life of the grant are secured. Additional anticipated matching funds not in place by the time the project commences cannot be counted toward the matching requirement.

Applicants must indicate the total amount of match and how it will specifically align with their requested funding when completing the fiscal plan and resources section of the [FMLFPP Project Narrative](#). Additionally, applicants must submit signed letters or other documentation verifying the match for EACH cash and/or in-kind resource. Refer to section [4.2.3 Matching Funds and Letters of Verification](#) for more information.

Indirect costs may count toward your match. Refer to section [4.6.2 Using Indirect Cost for Cost Sharing or Matching](#) for more information.

Applicants cannot use program income (as defined in [2 CFR § 200.1](#)) or any other Federal funds as a match or cost share.

4.0 APPLICATION AND SUBMISSION INFORMATION

4.1 ELECTRONIC APPLICATION PACKAGE

Only electronic applications may be submitted via Grants.gov in response to this RFA. AMS strongly encourages applicants to submit early to the Grants.gov system. For an overview of the Grants.gov application process, see Grants.gov's [Apply for Grants](#) webpage. This RFA contains the information needed to obtain and complete required application forms and AMS-specific attachments. More information about applying through Grants.gov can be found in section [4.7 Grants.gov Application Submission and Recipient Procedures and Requirements](#).

Applicants can find the opportunity under either the Assistance Listing number "10.175," or the FMPP Funding Opportunity Number "USDA-AMS-TM-FMPP-G-21-0002".

4.2 CONTENT AND FORM OF APPLICATION SUBMISSION

4.2.1 SF-424 APPLICATION FOR FEDERAL ASSISTANCE

Required. Form SF-424 is available via the opportunity at Grants.gov. Most information blocks on the required form are either self-explanatory or explained in the instructions. However, applicants must use the following supplemental instructions associated with specific blocks on form SF-424.

Block	Instructions
#1 Type of Submission	Application
#2 Type of Application	New or Continuation
#4 through #7	Not required
#8c Organizational DUNS	Applicant DUNS# for the Organization submitting the application. See D&B Request a DUNS Number . NOTE: Applicants that apply for a grant must be capable of managing and monitoring Federal funds and project activities and outcomes. Recipients <u>cannot</u> transfer the award to another recipient organization once a grant is awarded (you may not apply under one DUNS number and switch to another later). Refer to section 4.7.1 Obtain a DUNS Number of this RFA.
#8d Address	Enter the organization street address as it appears in SAM.gov. P.O. Boxes not accepted. Enter a 9-digit zip code.
#10 Name of Federal Agency	AMS, USDA
#11 Catalog of Federal Domestic Assistance Number (Assistance Listing Number)	10.175
#12 Funding Opportunity Number	USDA-AMS-TM-FMPP-G-21-0002 Ensure you are applying for the correct grant program.
#13 Competition Identification Number	Not applicable
#14 Areas Affected by Project	Enter cities, counties, states affected by project
#15 Descriptive Title of Applicant's Project	Provide a short description of the project.
#16a Congressional Districts for Applicant	Enter the Congressional district where your main office is located.
#16b Congressional Districts for Program/Project	Enter the Congressional district where your project will be implemented. Write "All" if the projects will be implemented in more than one location.
#17 Proposed Project Start Date and End Date	The performance period cannot be more than 36 months (3 years) in length. CB and CTA projects normally begin September 30, 2021 and should be completed by no later than September 29, 2024.
#18 Estimated Funding – Federal	Total Federal award requested.
#18b Estimated Funding – Applicant	Not applicable.
#19 Is Applicant Subject to Review by State Under Executive Order 12372 Process?	See section 4.5 Intergovernmental Review .

4.2.2 PROJECT NARRATIVE

Required. Applicants are required to prepare and submit a narrative using the [FMLFPP Project Narrative form](#) and [FMLFPP Project Narrative Guide](#). The form and instructions are available on the “[How do I Apply for an FMPP Grant](#)” webpage. The Project Narrative must clearly describe the direct or indirect producer or food business benefits intended by the applicant, objectives and goals, types of activities, applicable outcome indicators, and fiscal plan and resources information.

The project narrative must be typed and single-spaced in an 11-point font and must not exceed fifteen (15) 8.5 x 11 pages (excluding existing Project Narrative form content). For example, if the Project Narrative form is 15 pages before you begin entering your project information into the form, **your narrative may be up to 30 pages (15 pages + 15 pages)**. DO NOT modify the margins of the FMLFPP Project Narrative form. Applicants must submit the FMLFPP Project Narrative form as a PDF and attached to the Grants.gov application package using the “Project Narrative Attachment Form” on the application package. Handwritten applications or applications in MS Word will not be accepted.

Prior to submitting the application to Grants.gov, please make sure no tracked changes or mark-up edits and comments are visible.

The supporting documents listed below do not count toward the 15-page limit.

4.2.3 MATCHING FUNDS AND LETTERS OF VERIFICATION

Required. Each application must include or be accompanied by written verification of match commitments from any party, including the applicant, who will contribute cash or in-kind matching from non-Federal resources to the project.

Submit one match verification letter for EACH cash or in-kind resource signed by the matching organization.

AMS highly encourages you to use the [Suggested Match Verification Template Letter](#) on the grant program’s website. If you do not use this template or if you are an applicant submitting a match, your match verification document must minimally include the following:

- Project Applicant
- Project Title
- Cash Commitment per year (if applicable) and Total Cash Match
- In-kind Contribution per year (if applicable) and Total In-kind Match. Break down items into categories as applicable:
 - Salaries (employee name, title, duties, pay rate/hr., amount matched per year)
 - Items/Activities (fair market value per unit, how value determined, and amount matched per year)
- Explanation of how each type of match will correspond to the budget or be used by the Applicant
- Signature of Matching Organization Representative with typed name and title

Submit *Matching Funds and Letters of Verification* on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **MATCH VERIFICATION LETTERS**. Letters must accompany the proposal at the time of application. Unsigned letters will not be accepted.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under Form SF-424 item #15.

4.2.4 LETTERS OF COMMITMENT FROM PARTNER AND COLLABORATOR ORGANIZATIONS

Required. Applicants must provide letters of commitment (in MS Word or PDF) from all project partners and collaborators. More information can be found on partners and collaborators in section [3.2 Partners and Collaborators](#). The letter must state the partner or collaborator agrees to the project management plan presented in the Project Narrative. Emails will not be accepted.

AMS highly encourages you to use the [Suggested Partner Organization Template Letter](#) on the grant program’s website. If you do not use this template, your Letter of Commitment must minimally include the following:

- Project Applicant
- Project Title
- A short introduction describing the partnering organization’s mission and its interest in FMPP development
- What the organization commits to participating in and supporting
- The time period of the partnership
- Roles of the participating individuals, as applicable, and any individual time commitment
- A statement that these individuals and the organization agree to abide by the management plan contained in the application

Submit *Letters of Commitment* on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **LETTERS OF COMMITMENT**. Letters must accompany the proposal at the time of application. Unsigned letters will not be accepted.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under SF-424 item #15.

PLEASE NOTE: FMPP does not require Congressional letters of support and such letters do not carry any weight during the evaluation process.

4.2.5 EVIDENCE OF CRITICAL INFRASTRUCTURE

Required if critical resources and/or infrastructure are necessary for the completion of the proposed project. Applicants are required to submit evidence (in MSWord or PDFs) that critical resources and infrastructure upon which the initiation and completion of a project will depend are in place, meaning in working condition or usable, at the time of proposal submission. Land, structures, and other critical resources must be in place and in working condition at the time of application submission. The letter

must indicate the critical resources that are necessary for initiation and completion of the project and certify that they are in place and committed prior to the start date of the project.

AMS highly encourages you to use the [Suggested Evidence Of Critical Resources And Infrastructure Template Letter](#) on the FMPP application website. If you do not use this template, your Letter of Evidence of Critical Infrastructure must minimally include the following:

- Project Applicant
- Project Title
- A statement about committing/approving/granting permission, etc. of the critical resource or infrastructure to the project for the time period
- A description of the approved use of the critical resource or infrastructure approved for the project, any costs associated with its use, and any qualifying circumstances for its use.

Submit Letters of Evidence of Critical Resources and Infrastructure on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **EVIDENCE OF CRITICAL RESOURCES AND INFRASTRUCTURE**. The evidence must accompany the proposal at the time of the application submission.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under Form SF-424 item #15.

4.2.6 NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)

Required if the applicant has a NICRA. Refer to section [4.6.1 Indirect Costs](#) for more information. The NICRA must be in PDF format and attached to the Grants.gov application package using the “Add Attachments” button under SF-424 item #15.

4.3 SUBMITTED APPLICATION QUALIFICATION

Your application may **not be reviewed or considered for funding** if it is:

- Received by Grants.gov after the submission deadline.
- Submitted via any method other than through [Grants.gov](#).
- Submitted to the wrong grant program.
- Not responsive to the requirements of this RFA (eligibility, incomplete application, not providing all required documents, etc.)

See [AMS’ Late and/or Nonresponsive Applications Policy](#) for more information.

4.4 SUBMISSION DATE AND TIME

Applications must be submitted electronically through Grants.gov. Ensure that all components of the application are complete before submission. Allow enough time for the application process, as it may take more than one attempt before your application is successfully submitted. AMS encourages you to submit your application at least two weeks prior to the application deadline to ensure all certifications and registrations are met.

Only applications submitted and validated by 11:59 p.m. Eastern Time on June 21, 2021, on [Grants.gov](https://www.grants.gov) will be accepted. See [AMS' Late and/or Nonresponsive Applications Policy](#).

4.5 INTERGOVERNMENTAL REVIEW

This program is not subject to [Executive Order 12372](#), which requires intergovernmental consultation with state and local officials.

4.6 FUNDING RESTRICTIONS

4.6.1 INDIRECT COSTS

Indirect costs (also known as “facilities and administrative costs”—defined at [2 CFR § 200.1](#)) are those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

As stated in [2 CFR §§ 200.413](#) and [414](#), any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate, except State and Local Government and Indian Tribe Indirect Cost Proposals, may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC), which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in [2 CFR § 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology must be used consistently for all Federal awards until a recipient chooses to negotiate for a rate, which the recipient may apply to do at any time.

All applicants who elect to charge a de minimis rate of 10 percent must use the MTDC as the base. MTDCs are defined in [2 CFR § 200.1](#) as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDCs excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may be excluded only when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

If an applicant has a negotiated indirect cost rate approved by its cognizant agency, the applicant must submit a copy of its approved *NICRA* with its application. Entities that would like to negotiate an indirect cost rate must contact their cognizant agency. For cognizant agency assignments, see [2 CFR § 200.1](#).

4.6.2 USING INDIRECT COST FOR COST SHARING OR MATCHING

The maximum indirect costs allowed for the project may be included under the Federal portion of the budget or, alternatively, may be offered as a matching contribution if no indirect costs are requested on the Federal portion of the budget. For example, if a proposed project's maximum allowable indirect costs are \$8,000, the applicant may include \$8,000 on the Federal portion of the budget or \$8,000 as a matching contribution, but not both.

The applicant may split the indirect cost allocation between the Federal and non-Federal portions of the budget only if the total amount of indirect costs does not exceed the maximum indirect costs allowed. Alternatively, the recipient may request any other combination that, when combined, does not exceed the maximum indirect costs allowable. Refer to [2 CFR §§ 200.413](#) and [414](#) for additional information on determining if costs charged to the award are direct or indirect.

4.6.3 SUBAWARD RESTRICTION

The applicant is expected to perform the majority of the work portion of the project; however, subawards or subcontracts with partners, collaborators, or other parties that provide additional knowledge, expertise, or resources for the purposes of the proposed project that are not otherwise available within the applicant's organization are allowable. Applicants may subaward to smaller organizations to support underserved communities or producers, with the applicant maintaining the oversight and reporting responsibility as the AOR. See section [3.3.1 Fiscal Sponsors](#). Using grant funds to competitively "re-grant" funds in mini-grant programs or to activities that are not central to the purpose of the project or for unknown costs is unallowable.

4.6.4 ALLOWABLE AND UNALLOWABLE COSTS AND ACTIVITIES

All AMS awards are subject to the terms and conditions, cost principles, and other considerations described in the [AMS General Terms and Conditions](#).

Applicants that have questions concerning the allowability of costs after reviewing this document should contact AMS staff using the contact information listed under [7.0 Agency Contact](#).

Pre-Award Cost Flexibility

For FY2021, AMS is allowing flexibility for those applicants who wish to incur pre-award costs. An applicant may, at their own risk and without AMS prior approval, incur obligations and expenditures up to 180 days before the performance start date as long as such costs:

- are necessary to conduct the project; and
- would be allowable under the potential award and without AMS prior approval.

If specific costs would otherwise require prior approval (see the [AMS General Terms and Conditions](#)), the applicant may be required to provide additional documentation during the application review process before an award is made. The cost and associated activities must be included in the project narrative and budget justification.

Incurring a pre-award cost in anticipation of being selected by AMS for an award imposes no obligation on AMS either to make the award or to reimburse such costs if for any reason the applicant does not receive an award. Recipients must be fully aware that pre-award costs result in borrowing against the potential award and that such borrowing must not impair the recipient's ability to accomplish the project objectives in the approved time frame or in any way adversely affect the completion of the project.

4.6.5 COORDINATOR MEETING TRAVEL

Recipients are expected to attend AMS sponsored grants management meeting during the project's period of performance. The proposed budget should include travel funds for the Project Coordinator and any additional key personnel as reasonably determined by the recipient and AMS.

4.7 GRANTS.GOV APPLICATION SUBMISSION AND RECEIPT PROCEDURES AND REQUIREMENTS

4.7.1 HOW TO REGISTER TO APPLY THROUGH GRANTS.GOV

The applicant **organization registration** process can take **up to four weeks** to complete. Therefore, complete your registration allowing sufficient time to ensure it does not impact your ability to meet required application submission deadlines.

If individual applicants are eligible to apply for this grant funding opportunity, refer to:

<https://www.grants.gov/web/grants/applicants/registration.html>

Organization applicants can find complete instructions here:

<https://www.grants.gov/web/grants/applicants/organization-registration.html>

- 1) *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a [Data Universal Numbering System \(DUNS\) number](#) from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.
- 2) *Register with SAM:* In addition to having a DUNS number, organizations applying online through Grants.gov must register with the [System for Award Management \(SAM\)](#). All organizations must register with SAM to apply online. Failure to register with SAM will prevent your organization from applying through Grants.gov. **SAM.gov accounts must be updated annually, and your organization must have an active SAM.gov account to submit your application to Grants.gov.**
- 3) *Register with Grants.gov:* The next step in the registration process is to [create an account with Grants.gov](#). Applicants must know their organization's DUNS number to complete this process. Completing this process automatically triggers an email request for applicant roles to the organization's E-Business Point of Contact (EBiz POC) for review. The EBiz POC is a representative from your organization who is the contact listed for SAM. To apply for grants on behalf of your organization, you will need to request the AOR role.
- 4) *Authorize Grants.gov Roles:* After creating an account on Grants.gov, the EBiz POC receives an email notifying him or her of your registration and request for roles. The EBiz POC will then log in to Grants.gov and [authorize the appropriate roles](#), which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been approved as an AOR.
- 5) *Track Role Status:* After registering with Grants.gov and authorizing the applicant AOR, Grants.gov allows you [to track your status](#).

- 6) *Electronic Signature*: When applications are submitted through Grants.gov, the name of the organization's AOR who submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

4.7.2 HOW TO SUBMIT AN APPLICATION TO AMS VIA GRANTS.GOV

Applicants can apply using Grants.gov Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each funding opportunity announcement (FOA), an applicant creates individual instances of a workspace.

- 1) *Create a Workspace*: This allows you to complete your Workspace online and route it through your organization for review before submitting.
- 2) *Complete a Workspace*: Add participants to the workspace, complete all the required forms, and check for errors before submission.
 - a. *Adobe Reader*: If you decide not to apply by filling out the webforms, you can download individual PDF forms in Workspace so that they will appear similar to other Standard or AMS forms. The individual PDF forms can be downloaded and saved to your local storage device, network drive(s), or external drives, and then accessed through Adobe Reader. NOTE: You may need to visit the [Adobe Software Compatibility page on Grants.gov](#) to download the appropriate version of the software. There is no cost for Adobe Reader Software.
 - b. *Mandatory Fields in Forms*: Fields marked with an asterisk and a different background color are mandatory fields you must complete to successfully submit your application.
 - c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.
- 3) *Submit a Workspace*: Submit your application through Workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package **at least 24-48 hours prior to the close date** to provide you with time to correct any potential technical issues that may disrupt the application submission.

SPECIAL NOTE: Grants.gov **does not** check for AMS required attachments. It is the applicant's responsibility to ensure that all required attachments listed in section [4.2 Content and Form of Application Submission](#) are included.

- 4) *Track a Workspace*: After successfully submitting a workspace package, Grants.gov automatically assigns a Tracking Number (GRANTXXXXXXX) to the package, which will be listed on the Confirmation page generated after submission.

Applicant Support: Grants.gov provides additional [training resources, including video tutorials](#). Applicants may also call the 24/7 toll-free support number 1-800-518-4726, or email support@grants.gov. Grants.gov will issue a ticket number to which you and Grants.gov can refer if the issue is not resolved. For questions related to the specific grant opportunity, contact the persons or individuals mentioned in section [7.0 Agency Contacts](#).

4.7.3 TIMELY RECEIPT REQUIREMENTS AND PROOF OF TIMELY SUBMISSION

All applications must be received by the due date established in section [4.4 Submission Date and Time](#). Proof of timely submission is automatically recorded by Grants.gov using an electronic date/time stamp generated when the application is successfully received by Grants.gov. The applicant AOR will then receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXX) from Grants.gov. Applicant AORs will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

When AMS successfully retrieves the application from Grants.gov and acknowledges the download of submissions, Grants.gov will electronically acknowledge receipt of the application to the applicant AOR's email address. Again, proof of timely submission shall be an email with the official date/time stamp and Grants.gov tracking number that Grants.gov assigns to your application.

AMS will not accept applications packages by fax, email, or postal mail. Applications received by Grants.gov after the established due date for the program will be considered late and will not be considered for funding by AMS. See [AMS' Late and/or Nonresponsive Applications Policy](#).

Special Note for Applicants with Slow Internet Connections. Applicants using slow internet connections, such as dial-up connections, may experience significantly longer transmission times when submitting the application on Grants.gov, especially if there are large attachments contained in the upload. Again, Grants.gov will provide either an error message or a successfully received transmission notification via email to the applicant AOR.

4.7.4 TIPS FOR APPLICANTS

- Register and submit applications early. **DO NOT WAIT UNTIL THE DAY OF THE APPLICATION DEADLINE.**
- Thoroughly read this RFA and follow all the instructions provided by AMS.
- Thoroughly read the [AMS General Terms and Conditions](#) to understand allowable and unallowable costs.
- Apply to the correct grant program:
 - Assistance Listing (formerly CFDA) number “**10.175**” and Funding Opportunity Number “**USDA-AMS-TM-FMPP-G-21-0002.**”
- Make sure you have the most recent copy of Adobe Reader installed on your computer and that it is compatible with [Grants.gov](#) software. Grants.gov supports Adobe Reader version 9.0.0 and higher.

- Limit Application File Size/ File Name Characters (50 or less).
- When uploading attachments, click the “Add Attachments” button (do NOT use the “paperclip” icon in Adobe Reader).
- Do not password-protect your documents and make sure all tracked-changes are “accepted”.
- Avoid Special Characters in File Names (\$, %, &, *, Spanish "ñ", etc.).
- Input the correct DUNS number on the SF-424 cover page.
- Review the Grants.gov Applicant User and Registration Guides:
<http://www.grants.gov/web/grants/applicants/applicant-faqs.html>
<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

5.0 APPLICATION REVIEW INFORMATION

5.1 PROJECT EVALUATION CRITERIA

Each application that meets the initial qualifications screening requirements (see section [5.2](#)) will be reviewed and scored competitively using the following criteria:

Alignment and Intent..... **25 Points**

- 1) The extent to which the application provides a clear and concise description of the specific issue, problem, or need addressed by the project, and the objectives for the project.
- 2) The extent to which the project demonstrates how it will help develop, coordinate, and expand direct producer-to-consumer market opportunities and an agricultural local and regional food system infrastructure.
- 3) The extent to which the applicant identifies and engages the intended beneficiaries, including the number of beneficiaries and how they will benefit. The application demonstrates a commitment to engage potential project beneficiaries as active participants in partnership activities.
- 4) The application describes the project’s proposed geographic focus area and why it is the most appropriate place to conduct project activities.
- 5) The application complies with all written instructions and requirements described within the RFA and Project Narrative Template.

Technical Merit..... **25 Points**

- 1) The extent to which the application presents a clear, well-conceived, and overall suitable work plan for fulfilling the goals and objectives of the proposed project.
- 2) The extent to which the application presents a realistic work plan schedule for implementing the proposed project during the award project period.
- 3) If the project and/or entity was previously funded, the extent to which the previous lessons learned are incorporated into the proposed project.

Achievability.....15 Points

1) The extent to which the selected outcomes and indicator(s) are appropriate for the scale and scope of the project, including:

- a. How indicator numbers were derived with a clear means to collect feedback to evaluate and achieve each relevant outcome indicator; and
- b. The anticipated key factors that are predicted to contribute to or restrict progress toward the applicable indicators, including action steps for addressing identified restricting factors.

2) The extent to which the proposed project can be easily adapted to other regions, communities, or agricultural systems.

3) The extent to which the applicant provides a comprehensive plan to distribute the project's results (both positive and negative) electronically and in-person to target audiences, stakeholders, and interested parties.

Expertise and Partners.....25 Points

1)The extent to which the proposed project represents substantial, effective, diverse and strong qualifications of the applicant (individual and team) and the relevant partnerships and collaborators to accomplish the project's goals and objectives and to meet the needs of the intended beneficiaries including:

- a. Commitment from the key partners and/or collaborators demonstrated through Letters of Commitment from Partner and Collaborator Organizations;
- b. The key staff who will be responsible for managing the projects and names and titles of the individuals who comprise the Project Team; and
- c. The expertise and experience of the Project Team necessary to successfully manage and implement the proposed project.

2) The extent to which the application describes plans for coordination, communication, and data sharing and reporting among members of the Project Team and stakeholder groups, including both internal applicant personnel **and** external partners and collaborators.

3) The extent to which the application describes a commitment to collaboration and engagement among partners to ensure high levels of participation or provides a clear and concise plan for how such engagement will occur, particularly including historically underserved entities such as socially disadvantaged, beginning, and/or limited resource entities.

4) The extent to which the application describes how the project, and its partnerships and collaborations, will be sustained beyond the project's period of performance (without grant funds).

Fiscal Plan and Resources.....10 Points

1) The extent to which the application budget narrative or justification provides a clear, detailed, narrative description for each budget line item including:

- a. How the budget is consistent with the size and scope of the project; and
 - b. How the budget relates logically to the narrative describing the project.
- 2) The extent to which the application provides evidence that critical resources and infrastructure that are necessary for the initiation and completion of the proposed project are currently in place.
- 3) The extent to which the applicant demonstrates that its partners' or collaborators' contribution of non-Federal cash resources or in-kind contributions is available and obtainable for the project as evidenced through the submitted Matching Funds and Letters of Verification.

5.2 REVIEW AND SELECTION PROCESS

Step 1: Initial Qualification Screening

Each application is initially reviewed for overall completeness, as well as compliance with eligibility and program requirements as set forth in this RFA. If an application does not meet these requirements, it is removed from consideration. Please see section 4.3 and [AMS' Late and/or Non-Responsive Applications Policy](#) for more information.

Step 2: Technical Review

Each application that passes initial screening (Step 1) is evaluated by a panel of independent peer reviewers. AMS makes every attempt to match reviewers with applications in their areas of expertise. Each reviewer signs a conflict of interest and confidentiality agreement regarding any assigned proposals. The peer review panels evaluate their assigned proposals using instructions prepared by AMS officials. Individual reviewers confer with other team members to derive a consensus score. The consensus review serves as the basis for awarding and allocating grant funds and focuses on strengths and weaknesses of each proposal.

Step 3: Administrative Review

AMS will conduct a final administrative evaluation of each review panel's top rankings and recommendations. In addition to the rank and scores, AMS reviews each application to ensure that potential recommended projects align with the scope, allowability of budget items, available funding, geographic diversity, and USDA priorities. AMS staff will work with top-ranked applicants to negotiate any revisions as necessary. AMS will also assess an organization's ability to account for the use of Federal funds and monitor the performance associated with these monies using the guidance provided by [2 CFR § 206\(c\)](#).

6.0 AWARD ADMINISTRATION INFORMATION

6.1 AWARD NOTICES

Upon announcement of the Federal awards, AMS will prepare and send a Notice of Award and Grant Agreement to each recipient for signature by the appropriate official. Grant Agreements consist of a 1-page Agreement Face Sheet (AMS-33) that will be signed by AMS and the AOR.

The Notice of Award and Grant Agreement will provide pertinent instructions and information including, at a minimum, the information described in [2 CFR § 200.211](#) and a reference to the [AMS General Terms and Conditions](#).

6.2 UNSUCCESSFUL APPLICANTS

Unsuccessful applicants will be contacted by AMS via email as soon as possible after the awards are announced to inform them of the results. AMS will email unsuccessful applicants the review panel consensus comments regarding their proposals.

6.3 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

As part of the Notice of Award and Grant Agreement, all AMS recipients must abide by the [AMS General Terms and Conditions](#), which reference applicable *Administrative and National Policy Requirements*.

6.4 REPORTING REQUIREMENTS

Reporting and award closeout requirements are included in the [AMS General Terms and Conditions](#). If there are any program or award-specific award terms, they will be identified in the award.

7.0 AGENCY CONTACTS

7.1 PROGRAMMATIC QUESTIONS

After closely reviewing this RFA in its entirety, applicants and other interested parties are encouraged to contact the FMPP staff by e-mail with questions about the grant program at USDAFMPPQuestions@usda.gov.

For additional information, please visit the FMPP Website: <https://www.ams.usda.gov/fmpp>

7.2 AVAILABLE RESOURCES

AMS provides resources and information on its website (<https://www.ams.usda.gov/fmpp>) that may be helpful to applicants, including webinars information, Frequently Asked Questions (FAQ's), descriptions of funded projects, FMLFPP Project Narrative Guide and required application forms. AMS staff is available to provide timely technical assistance.

7.3 ADDRESS

Farmers Market Promotion Program

USDA, Agricultural Marketing Service
1400 Independence Avenue, SW
Room 2055 South Building
Stop 0201
Washington, DC 20250-0264
<https://www.ams.usda.gov/services/grants/fmpp>

8.0 OTHER INFORMATION

8.1 DEFINITIONS

For the purpose of this program, the following definitions are applicable:

Direct Producer to Consumer Marketing means instances in which producers sell locally or regionally produced agricultural products directly to the consumer (including, farmers markets, roadside stands, CSA programs, agritourism activities, online sales, producer-to-retail, producer-to-restaurant and producer-to-institutional marketing) with minimal involvement of a middle-man such as an intermediary, a wholesaler, a retailer, an agent, a broker, or a reseller in a manner calculated to lower the cost and increase the quality of food to such consumers while providing increased financial returns to the farmers.

Locally and Regionally Produced Food means food that is raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and the point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same State, territory, or Tribal land.

FMLFPP recognizes that domestic farmers' markets, roadside stands, CSA programs, agritourism activities, other direct producer-to-consumer market opportunities, and local and regional food businesses may source or market some of their food products outside of the defined locality or region. These enterprises are eligible to apply for FMLFPP, but award recipients may use Federal award funds only to build a business' capacity to develop, improve, and/or expand local or regional supply chain activities, and not to support supply chain activities for food items originating from or being sold to areas outside the defined locality/region.

Value-Added Agricultural Product means any agricultural commodity or product that:

- Has undergone a change in the physical state or form of the product (such as milling wheat into flour or making strawberries into jam);
- Is produced in a manner that enhances the value of the agricultural commodity or product, (such as organically produced products);
- Is physically segregated in a manner that results in the enhancement of the value of that commodity or product (such as an identity preserved product);
- Is a source of farm- or ranch-based renewable energy, including E-85 fuel; or
- Is aggregated and marketed as a locally produced agricultural food product and, as a result of the change in physical state or the manner in which the agricultural commodity or product is produced and segregated, the customer base for the commodity or product is expanded and a greater portion of revenue derived from the marketing, processing, or physical segregation is made available to the producer of the commodity or product.

Mid-tier Value Chain means a local or regional supply network that links independent producers with businesses and cooperatives that market value-added agricultural product in a manner that:

- Targets and strengthens the profitability and competitiveness of small and medium-size farms and ranches that are structured as a family farm; and
- Obtains agreement from an eligible agricultural producer group, farmer or rancher cooperative, or majority-controlled producer-based business venture that is engaged in the value chain on a marketing strategy.

8.2 EQUAL OPPORTUNITY STATEMENT

USDA is an equal opportunity, provider, employer, and lender.

8.3 FREEDOM OF INFORMATION ACT REQUESTS

The Freedom of Information Act of 1966 ([5 U.S.C. § 552](#)) (FOIA) and the Privacy Act of 1974 ([5 U.S.C. § 552a](#)), as implemented by USDA's regulations ([7 CFR § 1, Subpart A](#)) govern the release or withholding of information to the public in connection with this Federal award. The release of information under these laws and regulations applies only to records held by AMS and imposes no requirement on the recipient or any subrecipient to permit or deny public access to their records.

FOIA requests for records relating to this Federal award may be directed to USDA, Agricultural Marketing Service, FOIA/PA Officer, Room 1671-S, , 1400 Independence Ave., SW, Washington, DC 20250-0273, Telephone: (202) 302-0650; or email: AMS.FOIA@usda.gov.

8.4 PAPERWORK REDUCTION

According to the Paperwork Reduction Act of 1995 ([44 U.S.C. 3501](#)), an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0240. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Official Adoption of the Comprehensive Plan

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

FACTS AND ISSUES:

The Comprehensive Plan has been approved by the Georgia Mountains Regional Commission and the Department of Community Affairs.

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: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [FB Comp Plan_For 2021 Adoption \(Compressed\).pdf](#)
- [Flowery Branch CP_Adoption Resolution.pdf](#)



Comprehensive Plan Update



ACKNOWLEDGEMENTS

FLOWERY BRANCH CITY COUNCIL

- o Mike Miller, Mayor
- o Chris Mundy, Post 1
- o Ed Asbridge, Post 2
- o Leslie Jarchow, Post 3
- o Joe Anglin, Post 4
- o Amy Farah, Post 5

COMPREHENSIVE PLAN STEERING COMMITTEE

- o Bill Andrew, City Manager
- o Joe Anglin, City Council Member
- o Ed Asbridge, City Council Member
- o Rich Atkinson, Director of Planning and Community Development
- o Missy Brooks, Business owner and resident
- o Tim Evans, Greater Hall Chamber of Commerce
- o Chris Hill, HillWood Realty
- o Bill Ogles, Historic Preservation Commission

PROJECT TEAM

- o Paige Hatley, AICP – Hatley Plans LLC
- o Amanda Hatton, AICP – Blue Cypress Consulting, LLC
- o Sarah Beddington – Blue Cypress Consulting, LLC
- o Monica Klinkmueller – Blue Cypress Consulting, LLC
- o Bill Ross – ROSS+Associates

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CHAPTER 1. INTRODUCTION

Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City’s policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City’s vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized ‘to-do’ list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs’ (DCA) “Standards and Procedures for Local Comprehensive Planning,” as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

The City’s first comprehensive plan was adopted in 2006 and was amended in 2011 and 2016 in accordance with DCA’s “Standards and Procedures for Local Comprehensive Planning” that were in effect at the time. This 2021 plan updates the 2016 plan that was prepared by Jerry Weitz & Associates and has been prepared to comply with the current standards, which require plans be updated every five years and address specific topics identified below.

Scope

The *Flowery Branch Comprehensive Plan* is required to address the following topics, which are presented using the terminology in the Georgia Department of Community Affairs’ planning standards:

- Needs and Opportunities (see Chapter 3 of this plan)
- Land Use (see Chapter 4)
- Transportation (per DCA’s planning standards, the Gainesville-Hall Metropolitan Planning Organization’s [GHMPO] Regional Transportation Plan [adopted May 12, 2020] and South Hall Trail Study [2019] are substituted for the required Transportation element and are incorporated by reference in this plan; however, more detailed local needs are also addressed in Chapter 3 of this plan)
- Broadband Services (see Chapter 3)
- Community Goals (see Chapter 4)
- Community Work Program (see Chapter 5)

This plan update also considered both the **Metropolitan North Georgia Water Planning District's Water Resource Management Plan** and the **Rules for Environmental Planning Criteria** (established and administered by the Department of Natural Resources pursuant to O.C.G.A. 12- 2-8), as required by DCA (see Chapter 3 of this plan).

Although Economic Development and Housing are not required to be addressed as planning topics by DCA's planning standards, they are discussed in Chapter 3. In addition, *the City of Flowery Branch Old Town Redevelopment Plan* and the *City of Flowery Branch Redevelopment Plan for Tax Allocation District #1: Old Town and Commercial Gateways* are incorporated by reference in this plan.

Community Involvement

The process of updating the Comprehensive Plan included informational activities and opportunities for public input, as summarized below (see also Appendix C for details):

- Interactive project website
- Online survey
- Design and production of yard signs and a banner to promote the survey
- Interactive online input map
- Postings on City website
- 11 posts on City's social media pages
- 7 notifications to project outreach list
- 2 virtual meetings
- 3 meetings with an appointed Steering Committee
- 2 public hearings



Plan Organization

The Comprehensive Plan is organized into the following chapters:

- Chapter 1: Introduction
- Chapter 2: Community Context
- Chapter 3: Needs and Opportunities
- Chapter 4: Community Vision
- Chapter 5: Implementation Program
- Appendix A: Growth Area Policy Map
- Appendix B: 2016-2021 Report of Accomplishments
- Appendix C: Public Involvement Documentation
- Appendix D: Flowery Branch Historic District Design Guidelines

CHAPTER 2. COMMUNITY CONTEXT

Flowery Branch enjoys location advantages due to its easy access to Interstate 985 which connect to Atlanta and the North Georgia Mountains. It is part of the Gainesville-Hall County metropolitan area and lies just north of Gwinnett County, south of Gainesville, and east of Lake Lanier. The city is home to the Atlanta Falcons football team's headquarters and training facility.

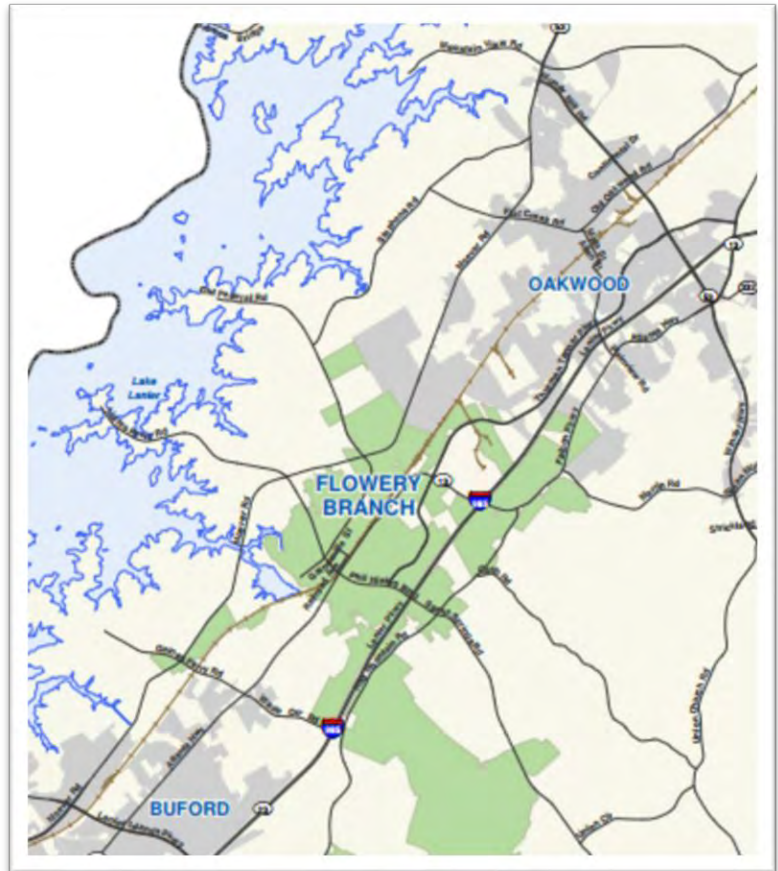
A History of Progress

According to available population estimates by the U.S. Census Bureau, Flowery Branch has seen its population explode from 2,071 in 2000 to 8,325 by 2019. By latest count, 6,254 (75%) of the population was not living in the city in 2000. In other words, three out of every four people living in the city in 2019 represent new growth. Continuation of this growth is expected to be verified by the results of the 2020 Census (when released). This population increase has been generated by new housing construction as the city has grown both internally and -- to a lesser extent -- through annexations over the past 19 years.

A Future of Growth

The pace set in the past is expected to continue in the coming two decades. Shaking off the last lingering effects of the Great Recession, building permits issued for new single-family house construction have increased (almost year-over-year) from 174 issued in 2016 to 477 in 2020, plus 34 new townhouse units authorized, as well as 300 new multi-family units that just opened.

Newly prepared population forecasts reflect the continuation of a trend recognized in the City's previous Comprehensive Plan update but at an accelerated pace. In that 2016 plan update, population growth was forecast only to 2035. Under the new forecasts prepared for this 2021 update, the city's population is expected to reach 16,115 by that year. This is well above the 2035 forecast in the previous plan of 13,100. Rezoning, particularly for multi-use Planned Unit Developments (PUDs), have increased the development capacity for new growth well beyond what was expected five years ago.



Capacity to Grow

A close look at the land available for additional growth in the city, along with approved plans for a number of development projects already in place and ready to go, shows significant capacity to handle new growth in the coming years.

For those projects that have development plans already approved by the City, an additional 2,170 housing units and 2,417 new employees in commercial and warehousing construction are expected. Existing but vacant properties zoned for residential development could accommodate 911 housing units which, together with those units in approved development plans, results in a current maximum capacity of 3,081 homes, townhouses and apartments. This falls short of the 4,980 new units projected to 2040.

For those vacant properties zoned for nonresidential development, the NS and M-1 zoned properties could accommodate 7,132 new employees, while the HB zoning district could, at maximum capacity, be home to almost 11,000 employees. The HB figure is based on the maximum 50% lot coverage that is allowed, applied to the 9.4 million square feet of property already zoned, and an employee-to-floor area ratio of .0002331.

By the Numbers

Future Growth

The growth in the city's population reflects a continuation of trends established during the past decade, based on annual estimates provided by the U.S. Bureau of the Census. This is an "upward" trend as population growth has accelerated year-by-year, which is also reflected in the city's increase in annual number of building permits being issued and annual home sales reported by Zillow.com.

Population growth goes along with an anticipated increase in the number of housing units available, which reflect the city's average household size and the city's normal vacancy rate. In addition, an increasing proportion of multi-family units is anticipated, based on the number of townhouses and apartments already approved for future development, as discussed in the next section regarding Current Development Capacity.

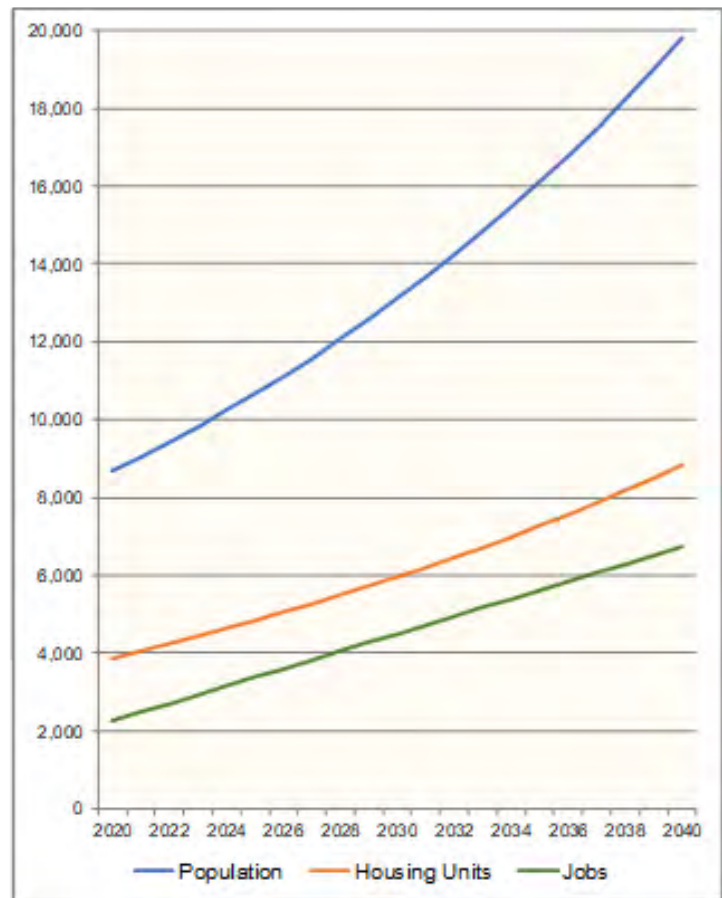
A future increase in the number of people working in private sector jobs in the city is also expected to rise, somewhat more dramatically than the resident population increase (198% increase vs. 128% for residents) but at much lower total numbers. Currently, the number of people working in the city (based on current business license counts) comprises only about 2% of Hall County's total private sector employment base.

Considering the city's current capacity for additional nonresidential growth (which is comparatively quite large, as discussed in the next section) and given a growing population of local consumers coupled with increasing locational and competition opportunities, a doubling of employment in the city is expected (to about 4% of countywide private sector employment in 2040 as projected by Woods & Poole Economics).

It must be remembered, however, that these forecasts are based on the city as it is currently comprised. Annexations would, of course, increase future growth prospects depending on the types of development, both existing and potential, that each annexation area might provide.

Forecasts of Future Growth

	Population	Housing Units	Jobs
2020	8,676	3,868	2,256
2021	9,041	4,053	2,480
2022	9,423	4,241	2,703
2023	9,820	4,435	2,927
2024	10,233	4,632	3,151
2025	10,665	4,835	3,374
2026	11,114	5,044	3,598
2027	11,583	5,260	3,822
2028	12,071	5,484	4,046
2029	12,579	5,713	4,269
2030	13,110	5,951	4,493
2031	13,662	6,196	4,717
2032	14,238	6,449	4,940
2033	14,838	6,711	5,164
2034	15,463	6,983	5,388
2035	16,115	7,265	5,611
2036	16,794	7,558	5,835
2037	17,502	7,861	6,059
2038	18,239	8,177	6,283
2039	19,008	8,505	6,506
2040	19,809	8,848	6,730
2020	8,676	3,868	2,256
2040	19,809	8,848	6,730
Increase	11,133	4,980	4,474
Growth	128.3%	128.7%	198.3%



Current Development Capacity in the City

The approach to capacity is to look at the commitments that the City has made through development approvals in place along with the amount of additional vacant land currently zoned and physically capable for further development (i.e., dry land). This analysis assumes no additional rezonings or separate development approvals.

Residential Capacity

With regard to further residential development, the amount of developable vacant but uncommitted land by zoning district is tallied and multiplied by the gross density. First, the gross density for R-1 and R-2 subdivisions begins with the minimum lot size required and increases that to accommodate streets and minimal “wastage” (to account for cul-de-sac lots, corner lots and other odd shapes). This results in a best-case scenario of how many lots could be expected under optimum conditions. For TND zoning, the maximum gross density allowed is used. Together, these zoning districts could accommodate a total of 911 new housing units.

Next, the number of housing units approved or under construction as part of planned projects, including single-family homes, townhouses and apartments, were totaled. (The table below right groups these by location, and

not necessarily by specific names.) This shows that 2,170 housing units are at least approved for construction among these development projects.

Together, the potential for new housing unit construction on zoned but vacant land, plus the units included in approved development projects, would embrace a total of 3,081 units added to the city's housing supply.

Maximum Dwelling Units on Vacant Land				Dwelling Units Approved or Under Construction	
	R-1	R-2	TND	Zoning Varies	
Minimum Lot Size	20,000	15,000	5,000	McEver Road West	199 SFD
Minimum Lot Width	90	75			24 TH
Allocation for street	2,250	1,875		McEver Road East	67 SFD
Efficiency Loss @ 10%	2,225	1,688			325 SFD
Gross Lot size	24,475	18,563			73 TH
Density	1.78	2.35	6.5	Phil Neikro	324 Apts
				Hog Mtn	334 Apts
Total Acres	474.09	20.87	3.07	Downtown	15 Apts
				Downtown	20 TH
Total Housing Units	843	49	19	Mulberry	199 SFD
					140 TH
				Sterling	450 SFD
				Total Housing Units Approved or UC	2,170
				Total Housing Units on Vacant Land	911
				Total - All Housing Units	3,081

Next, the latest American Community Survey, published annually by the Census Bureau, was consulted to identify the average number of people living in households in the city.

American Community Survey - 2019	
Total Dwelling Units	3,363
Occupied Dwelling Units	2,976
Percent Occupied	88.49%
Total Population	7,497
Population per Occupied DU	2.5192

Potential "New Construction" Population	
Total "New" Housing Units	3,081
Assumed to be Occupied	2,726
Times Pop per Occupied DU =	6,867

In 2019 (the latest year available), 88.49% of the units were occupied and had an average household size of almost 2.52 people.

Of the total number of "new" units currently zoned or planned (3,081), 2,726 would probably be occupied. This, multiplied by the average household size, suggests that the city has a potential at capacity (by the year 2034) to house 6,867 more people.

This would not be enough to accommodate the full projected population increase to 2040 of 11,133 more residents in the city. As pressures mount on the housing market to meet the demand, it could be anticipated that additional land currently zoned for commercial and industrial development could come under pressure to down-zone for residential purposes, probably as PUDs.

Nonresidential Capacity

As noted above, the city's employment base is projected to realistically increase, but only by almost 4,500 new workers. The city's capacity to accommodate the projected future private sector employees far exceeds this projection.

Maximum Employees on Vacant Land

	NS	HB	M-1
Acres	11.40	216.32	186.49
Square Feet of Land	496,636	9,423,025	8,123,681
Maximum Coverage*	0.45	0.50	0.63
Building Floor Area	223,486	4,711,513	5,107,512
Employees per Sq Ft**	0.002265	0.002331	0.001302
Total Employees	506	10,982	6,648

*M-1 assumes remainder of an acre net of yard and landscape strip minimum widths.

** Average number taken from employee data by land use type published in Trip Generation, Institute of Traffic Engineers, 9th edition.

Maximum Employees Approved or Under Construction

	Commercial	Warehousing
McEver Road West	302	
McEver Road East	211	
Hog Mtn	138	
Falcon Parkway	143	1,381
Downtown	14	
Downtown	51	
Sterling	178	
Employees Approved or UC	1,036	1,381
Employees on Vacant Land	11,488	6,648
Total - All New Employees	12,524	8,029

Numerically, this is due in large part to the maximum number of new employees that could be accommodated by development of currently zoned HB properties, followed by the employment potential presented by the M-1 zoned properties.

Development of the projects that are already approved (or under construction) for new commercial or warehousing development could accommodate 2,417 employees (or 54%) of the projected increase in the city's employment base to 2040. This leaves only 2,057 to be located on vacant but zoned land. This suggests an overage of acres zoned for nonresidential development beyond projections on the order of more than 16,000 potential employees, if the properties are developed to their maximum allowed building coverage and without knowing site-specific constraints that could limit extent of development.

CHAPTER 3. NEEDS AND OPPORTUNITIES

Flowery Branch is a growing community with unique needs and opportunities related to its growth and development. This chapter summarizes in narrative format the primary local needs and opportunities that are addressed in this plan by recommended action items. These actions, or implementation strategies, are presented in this chapter by a variety of planning topics and are also consolidated into the overall 5-Year Community Work Program in Chapter 5. The topic of land use is addressed in detail in Chapter 4.

Identification of needs and opportunities was informed by an assessment of existing conditions as well as public input. In particular, community surveys proved particularly effective for gauging local priorities and issues. A brief survey was developed for the comprehensive plan update, and its findings – combined with those from a previous City-administered survey that focused on the downtown – and additional input received via online interactive tools that were developed for this project were especially useful.

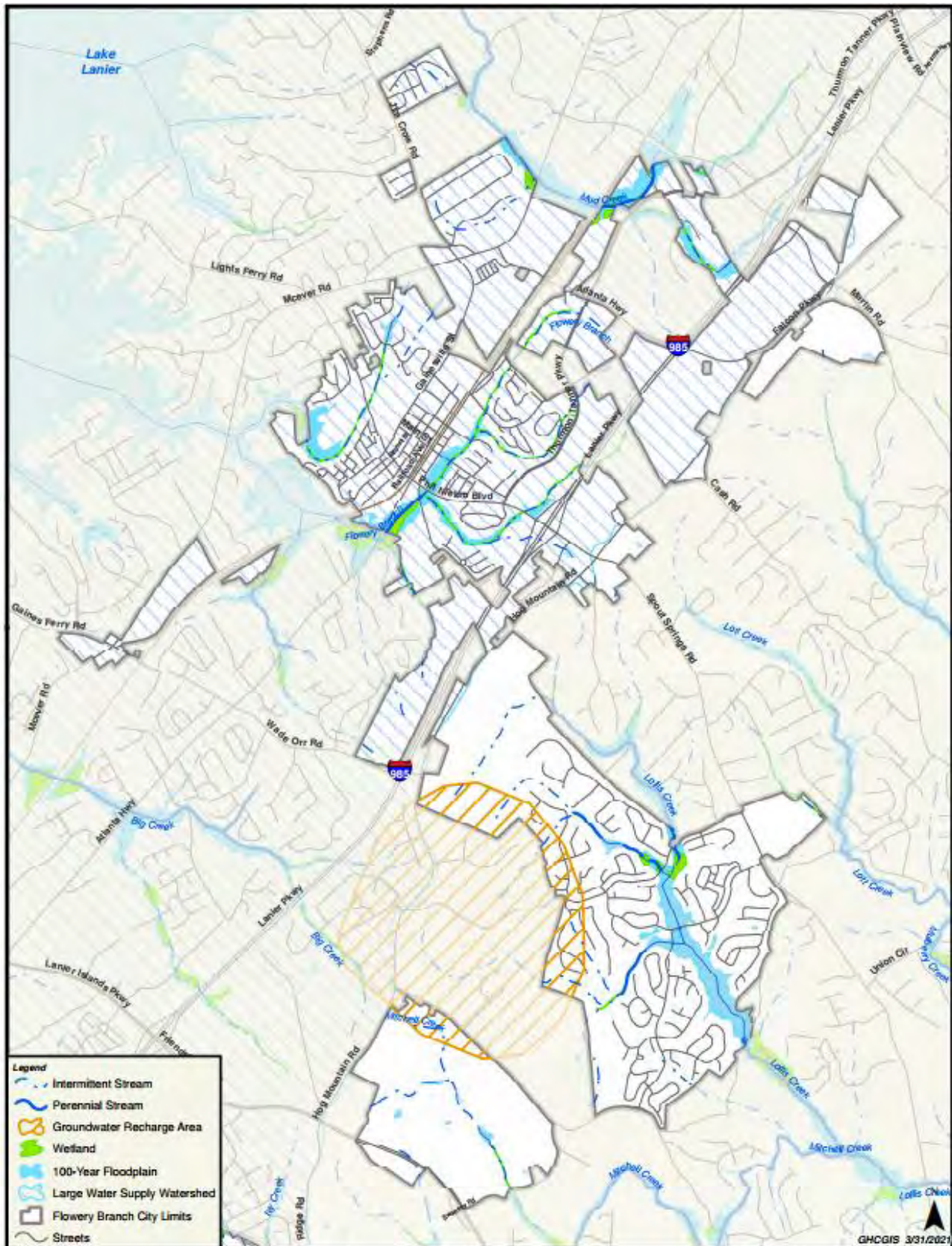
Natural Resources

To protect the state’s natural resources and environment, the Georgia Department of Natural Resources (DNR) developed *Rules for Environmental Planning Criteria* (Chapter 391-3-16). The Georgia Department of Community Affairs’ (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-2-1) require local governments to review DNR’s rules during the development of comprehensive plans to determine if there is need to adopt development regulations to address **protection of** the following natural resources: **water supply watershed, groundwater recharge areas, wetlands**, protected rivers, protected mountains.

Protected rivers and mountains, as defined by the State, are not found in Flowery Branch. As shown on the Natural Resources Map on the next page there are, however, scattered wetlands, a small groundwater recharge area of low pollution susceptibility (as delineated by the DNR in Hydrologic Atlas 18, 1989) in the southern portion of the city, and a large water supply watershed that generally falls west of I-985 within the boundary of the Upper Chattahoochee River Basin. Wetlands protection is currently addressed in the City’s adopted local ordinances, but protection of groundwater recharge areas and water supply watershed areas is not specifically addressed among the City’s 11 ordinances that relate to the environment.

DCA requirements also specify that local governments **review** their **regional water plan** to determine whether additional or modified actions are needed. The City of Flowery Branch is a member of the 15-county / 95-city Metropolitan North Georgia Water Planning District, which adopted a regional *Water Resource Management Plan* in 2017 (amended in 2020). The plan recommends specific measures for the use and management of the region’s water over the next 35 years to address: water resource management, water supply planning and conservation, wastewater, and watershed management. Flowery Branch provides water and wastewater (sewer) service and is working toward implementation of applicable management techniques identified in the Regional Water Plan.

Natural Resources Map



The **preservation of the city's tree canopy** and **greenspace** was cited often by community survey respondents as being important, from both an environmental protection standpoint as well as contributing to the character of the Flowery Branch and quality of life. The City has a Buffer, Tree Protection and Landscaping Ordinance with tree retention guidelines and tree planting requirements, and the Zoning Ordinance includes **minimum open space requirements** by zoning district as well as clearing and grading standards. Upon completion of this Comprehensive Plan update, the City will be updating its Zoning Ordinance and Subdivision Ordinance to facilitate implementation of this plan; in doing so, tree protection and open space requirements can be strengthened to address local concerns.

An updated Buffer, Tree Protection and Landscaping Ordinance can also strengthen the City's **application package to Tree City USA**, which would further demonstrate its commitment to tree protection. Such a designation would require the appointment of a Tree Board, which would allow interested residents to participate in overseeing the planting and care of trees on City-owned properties.

Updated open space requirements can also assist with the local efforts to integrate multi-use trails into the City by allowing new developments to satisfy these requirements by granting a **conservation and trail easement** where a planned segment traverses the property. This has previously been achieved as a condition of zoning to help the City in the future to construct portions of trails that were identified in the 2019 South Hall Trail Study.

Natural Resource Action Items

- Adopt DNR's model Water Supply Watershed Protection Ordinance, which will enhance buffer requirements along two small segments of Mud Creek and Flowery Branch (see map on previous page)
- Adopt DNR's Groundwater Recharge Protection Area Ordinance, which will increase minimum lot size requirements for any property not on the City's sewer system in the southeast part of the city (see map)
- Amend Buffers, Tree Protection and Landscaping Ordinance to strengthen tree retention (including specimen trees) and planting requirements
- Submit Tree City USA application in concert with Buffer, Tree Protection and Landscaping Ordinance amendments
- Evaluate effectiveness of minimum open space requirements in all zoning districts; code updates will also address use of conservation and trail easements to meet open space requirements in private developments where a proposed trail alignment (as identified in local plans) is located
- Amend local clearing and grading standards to clearly delineate requirements and address mass grading
- Continue to implement Metropolitan North Georgia Water Planning District's Water Resource Management Plan, including 5-year updates to local Water Master Plan (underway) and Wastewater Master Plan (2023/24)

Historic Resources

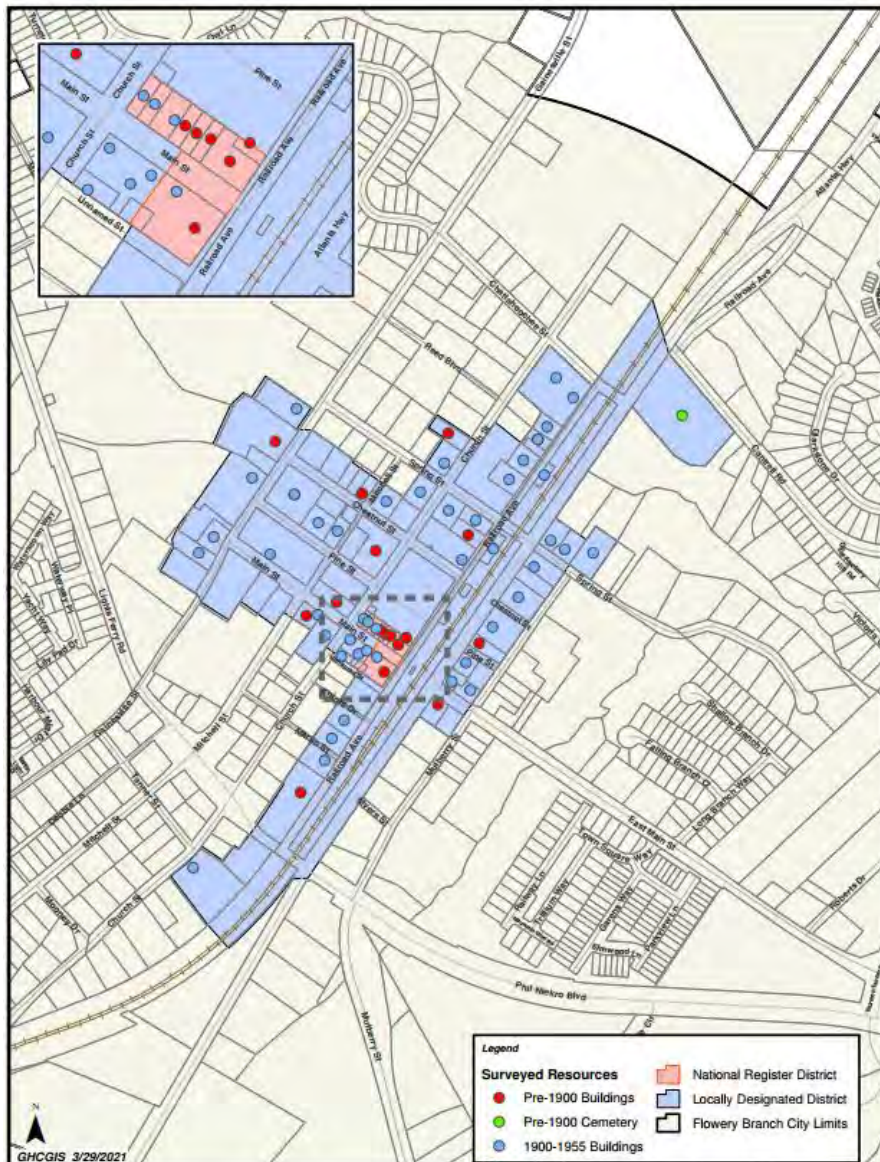
Preservation of historic resources was identified by survey respondents as an important factor in preserving the city's unique character. As shown on the Historic Resources Map on the next page, the Flowery Branch Historic District encompasses properties in the downtown area as well as a smaller area that is listed on the National

Register of Historic Places. The National Register District confers honorary status on an area or buildings and has no automatic restrictions on private development. It does allow property owners the potential to qualify for state and federal building rehabilitation tax credits.

The locally-designated Flowery Branch Historic District requires review and approval of proposed new construction, exterior building alternations and additions, and demolition of existing buildings by a Council-appointed Historic Preservation Commission to ensure consistency with the architectural character of Old Town. Proposed changes are reviewed against a fairly general set of design guidelines that were included in the 2016 Comprehensive Plan and are provided in this document as an Appendix item. Proposed signs in the historic district must also be reviewed; these are regulated by a detailed Historic District Sign Ordinance.

The Historic Resources Map also indicates the relative age of buildings that were re-surveyed in 2008 after a 2003 “historic resources survey” was conducted.

Historic Resources Map



An **update to the citywide historic resources survey** would allow the City to better assess the age and condition of its structures, which in turn would help with the identification of appropriate measures for building stabilization or rehabilitation or for property redevelopment. Such measures might include an application to the U.S. Department of Housing and Urban Development's Community Home Investment Program (CHIP), which awards grants to local governments, nonprofits, and public housing authorities to assist with the rehabilitation of owner-occupied homes.

As a Certified Local Government (CLG), the City is also eligible to apply to the federal **Historic Preservation Fund (HPF) Grant Program** to assist with rehabilitation projects such as roof, plaster, or window repair or structural/foundation stabilization for buildings, structures or monuments. The CLG Program is administered by the National Park Service and the Georgia State Historic Preservation Office (SHPO) and includes communities that have a local Historic Preservation Ordinance and active Historic Preservation Commission in place.

HPF matching grants could assist with the maintenance of City-owned historic resources, similar to recent repairs that were made to the downtown Caboose (painting) and Depot (new windows). The funds can also be used for a variety of other uses, including the development of a tailored set of building and site design guidelines – which is needed for the Flowery Branch Historic District – and heritage tourism materials.

In order to qualify for the full array of HPF grant assistance, however, the City must update its historic resources survey, which is required of CLG communities with surveys that pre-date 2005. Until that occurs, the City may apply for grant assistance only toward the completion of the survey. Upon its completion, Flowery Branch is eligible to apply for additional financial assistance covering a variety of project types.

Historic Resource Action Items

- Update citywide Historic Resources Survey, seeking Historic Preservation Fund grants to do so
- Codify general "Historic District Design Guidelines" from the 2016 Comprehensive Plan (to be used in conjunction with the Historic District Sign Guidelines) as a temporary measure
- Prepare tailored, stand-alone Historic District Design Guidelines to replace the guidelines currently in effect (also seeking Historic Preservation Fund grants to complete the task)

Housing

Survey comments related to housing can be categorized into two main themes: a **desire to maintain the city's single-family character** and also **slow residential development, especially** the construction of **apartments**. Expressed concerns included a change in the city's small-town character as well as impacts on local services and facilities such as roads and schools. A third, but slightly less common, theme was the **need for quality development** in terms of newly built construction as well as the maintenance of existing dwellings.

As described in Chapter 2, residential building has increased in recent years. Approved developments reflect a variety of housing types to meet varying needs or demands, from in-town apartments to senior-oriented housing. Over 600 multi-family units are approved or under construction compared to almost 800 single-family dwellings and approximately 350 townhomes. In the 2016 Comprehensive Plan, a carry-over housing policy from a previous plan update was included, which established an appropriate mix of dwelling types across the city as 60% single-family/20% apartments/15% townhomes/5% manufactured homes. These ratios are referenced when rezoning applications are evaluated, and City Council has expressed support for keeping ratios

as a guide but increasing the percentage of single-family dwellings. The Future Development Map (FDM) and character area policies in Chapter 4 describe appropriate locations for single-family residential development, consistent with the prevailing character of the city. The FDM also identifies opportunities for future higher density uses in the downtown area and in targeted areas where neighborhood-oriented commercial uses are currently concentrated or can be supported in the future.

To better understand the City's specific housing needs, a **citywide housing study** could be prepared. Such a study analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential that may prove a more useful resource when assessing proposed rezonings.

Recent zoning approvals have included conditions of zoning that require **design review** by Council and/or other specific requirements intended to improve the quality of a project in terms of building and site design. Currently, the City's Architectural Design Standards in the Zoning Ordinance only apply to non-residential buildings. Amending these standards to address exterior building materials and other design-related facets for all residential dwelling types can establish a minimum standard that every development must meet.

To maintain the quality of existing housing, the City can enforce the locally adopted Property Maintenance Code. In addition, discussion presented under the Historic Resource section above has relevance here.

Housing Action Items

- Amend City's Architectural Design Standards to address residential uses
- Track citywide housing ratios with rezoning applications against updated 'housing mix policy' of 70% single-family/15% townhomes/15% multi-family
- Prepare a citywide Housing Study that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs
- Expand code enforcement ability by increasing full-time personnel

Economic Development

Numerous survey responses indicated a need for an increase in, and **variety of, local restaurants and businesses** as well as the **revitalization of the downtown** area. The City has actively been revitalizing Old Town in accordance with the recommendations from the 2014 Old Town Redevelopment Plan and with funding support for redevelopment activities¹ through the adopted Old Town and Commercial Gateways Tax Allocation District (TAD).

¹ Examples include downtown streetscaping, Farmer's Market pavilion with additional parking, ½ acre park featuring an amphitheater (proposed Pine Street Park), and development of an Old Town bike-pedestrian path connecting surrounding neighborhoods to the downtown area.

The Old Town Redevelopment Plan's recommendations (see Concept Plan below) are intended to identify specific projects that City can initiate and lead to spur development and economic activity in the downtown. Examples of significant projects that have been implemented to date include construction of the new City Hall and Police Department, the roundabout at Snelling/Lights Ferry/Mitchell, and the mixed use Crest building on Main Street (underway).

Additional Redevelopment Plan implementation projects initiated by the City include downtown park projects, the planned addition of more parking spaces off Main Street and Railroad Avenue, public-private ventures to develop additional mixed-use (retail and upper floor residential) space and townhomes, and coordination with Hall County to improve the western portion of Mitchell Street to improve access to Flowery Branch City Park and nearby properties and development opportunities. Based on comments received at a virtual Comprehensive Plan workshop, **many residents are not aware of the progress** being made in Old Town.

To sustain the momentum of redevelopment activity in the downtown, the City would benefit from an **update to the 2014 Redevelopment Plan**. The update would identify additional development and redevelopment opportunities and would help facilitate administration of the CBD - Central Business District Zoning District by identifying acceptable land use types and densities.

To assist with the recruitment of desired businesses in the downtown, the City has a leasing contract with a realtor for the city-owned retail spaces. Outside of the downtown, the Future Development Map (see Chapter 4) identifies locations suitable for additional commercial development, ranging from smaller-scale 'neighborhood commercial' uses to larger shopping destinations. In addition, the Gainesville-Hall Chamber of Commerce posts on-line information about available industrial buildings and sites. Stakeholders in the development community have noted that it will be important for the City to have



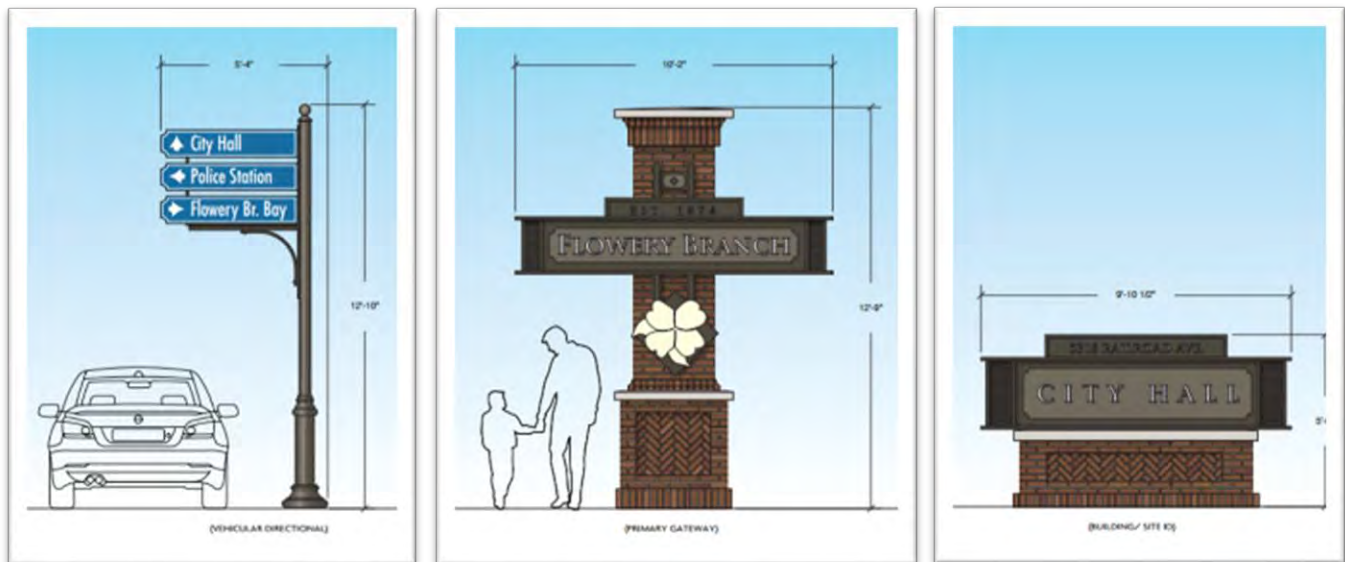
2014 Old Town Redevelopment Plan Recommendations

sufficient Community Development Department staff and processes in place to **efficiently address development plan review and inspections for desired industrial and commercial development**. The City also participates in the Gainesville-Hall Economic Development Council.

To assist with **way-finding and branding**, the 2005 Comprehensive Plan Update originally recommended “gateway improvements” whereby the following primary corridors that act as gateways to the city be enhanced and maintained:

- Entry into the city of Flowery Branch from I-985 at Spout Springs Road;
- Entry into the city of Flowery Branch from Atlanta Highway into the downtown area;
- Entry into the city of Flowery Branch from the intersection of McEver Road and Gainesville Street;
- Other primary corridors that are identified (such as Exit 14, the new interchange at I-985); and
- Additional suggestions in the Old Town Redevelopment Plan for downtown gateway projects

To that end, the City has prepared designs for citywide signage project to be implemented in phases.



Economic Development Action Items

- Update 2014 Old Town Redevelopment Plan to guide continued downtown revitalization efforts
- Communicate and promote local initiatives and events via newly created Events and Information Coordinator & Downtown Manager positions
- Conduct “ease of doing business” assessment of development-related processes outlined in the Zoning and Subdivision Ordinance
- Expand in-house Community Development staff functions to include a code compliance officer and/or soil and erosion control inspector
- Implement Citywide Signage Project

Community Facilities and Services (includes Transportation)

As mentioned under the Housing section, survey respondents expressed concerns about the **impacts of residential growth on public facilities and services**. These include water, wastewater (sewer), stormwater, park, and transportation facility needs.

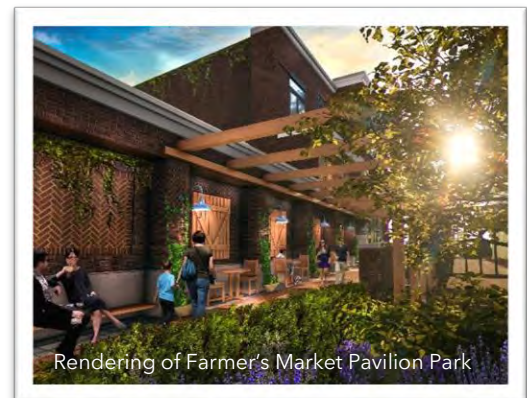
In order to meet current and future demands, the City has plans to meet **water and wastewater system needs** over the next five years. In 2020 the City was awarded \$23,300,000 in Georgia Environmental Financing Authority (GEFA) financing to update its water reclamation system to increase wastewater treatment capacity and \$5,710,000 in GEFA financing to purchase a new well system to increase water supply to the city. The wastewater treatment plant expansion will double the plant's capacity to serve approved and future residential, commercial, and industrial development.

Stormwater infrastructure needs in the downtown area were cited as an issue in the 2016 Comprehensive Plan update. The City has undertaken, or is in the process of, stormwater improvement projects downtown and on East Main Street and Lights Ferry Road. However, there is **not a comprehensive stormwater management program** with additional identified project needs and dedicated funding to repair and maintain a stormwater system for the long term.

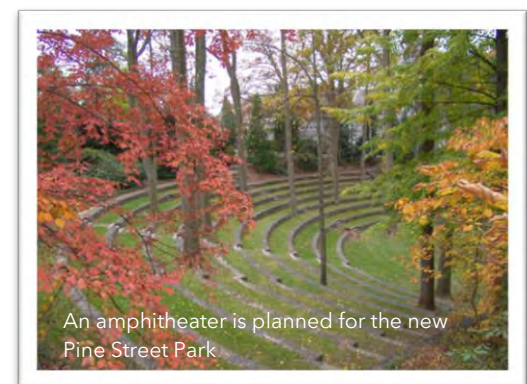
The **need for additional parks and greenspace** was identified by survey respondents, in particular in the Old Town area. As part of the overall downtown revitalization efforts that have also been identified by the public as an important initiative, the City has been working toward **adding park space to Old Town**. In addition to the Dean Jones Family Park at the downtown roundabout, designs have been prepared for the following new parks:

- *Farmer's Market Pavilion Park* – a covered pavilion behind the Depot between Main Street and Knight Drive, with a 20-space parking lot adjacent to the railroad
- *Pine Street Park* – amphitheater, fountain and picnic pavilion; Church Street (between Main and Pine Streets) would be curbsless to accommodate pedestrian traffic in the style of the Dutch “woonerf” or “living street” (see next page)
- *Chestnut Street Park* – open space, pavilion and play area

As part of an update to the 2014 Urban Redevelopment Plan (URP) that is recommended in the Economic Development section above, **improvements to Flowery Branch City Park** can be addressed. The park's waterfront location and its proximity to downtown and residential areas make it a unique asset; however, the extent of current pedestrian and vehicular accessibility and the fact that it is



Rendering of Farmer's Market Pavilion Park

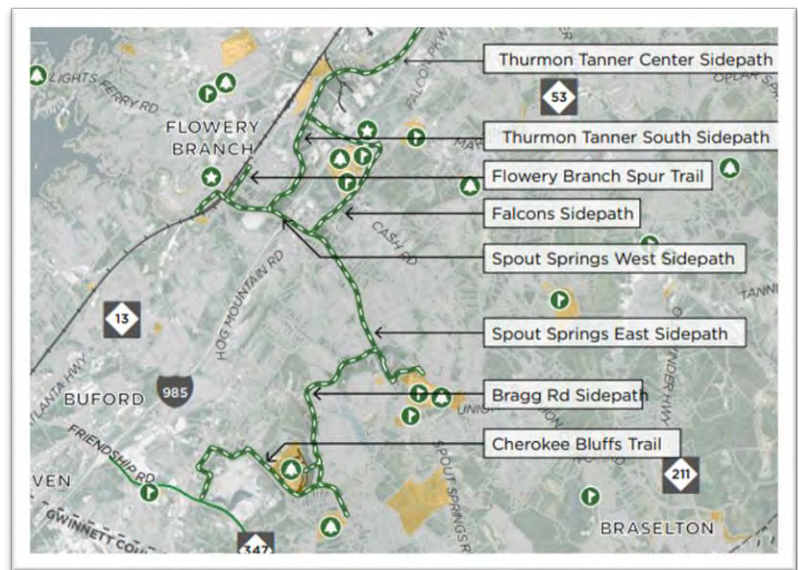
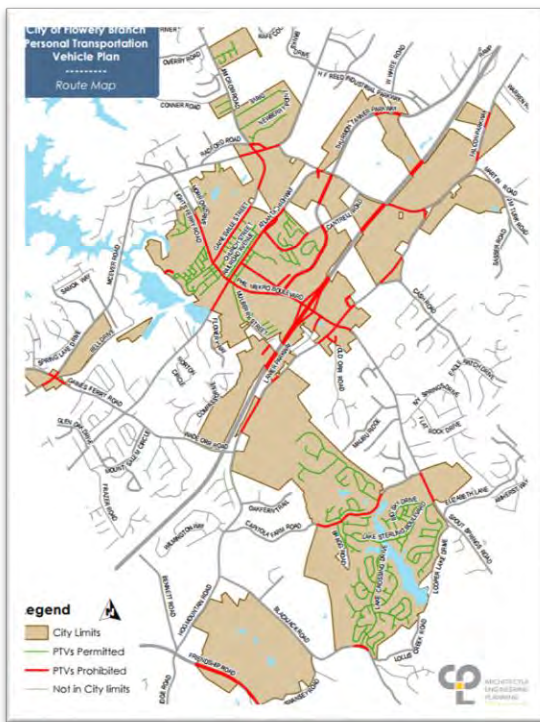


An amphitheater is planned for the new Pine Street Park

not owned by the City prove more challenging for the park to readily realize its full potential. An update to the 2014 URP can provide an opportunity to reevaluate the recommended conceptual enhancement projects relative to existing conditions, including on-going and planned connectivity improvements along Mitchell Street.

In addition to park space, other recreation-related amenities that also can provide needed connectivity are **sidewalks, multi-purpose trails, bike lanes, and golf cart paths**. Survey responses indicated a desire for all of these. Sidewalks are required to be installed with new developments, and sidewalks are being expanded downtown as redevelopment projects continue, but there is no citywide inventory or plan to address gaps or extend new sidewalks.

The City has a Personal Transportation Vehicles (PTV) Plan that shows where PTVs (i.e., golf carts) are allowed in the City. It has recently been amended to include East Main Street.



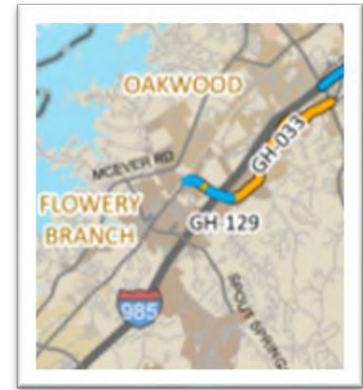
Left: Flowery Branch Personal Transportation Vehicle Plan Route Map (it has been amended to allow PTVs on East Main Street; not shown)

Top: Recommended local trails in the South Hall Trail Study

In 2019 the Gainesville-Hall Metropolitan Planning Organization (MPO) published the South Hall Trail Study. The trail corridor study recommended segments in Flowery Branch that form the framework for a comprehensive citywide multi-use trail system. However, a more detailed, **city-specific plan** is needed to fully address needed connectivity that be provided by both **new trails as well as additional sidewalks**.

In order to fund construction of a trail system in Flowery Branch, the City has the **potential to utilize development impact fees** that it collects for “Parks and Recreation” on behalf of Hall County as part of an almost 20 year intergovernmental agreement. However, the terms of the agreement do not give the City the ability to direct where the funds will be spent, and there is not a current list of City-specific park needs (which could include trails) that is incorporated into the County’s Capital Improvements Element (CIE).

Road congestion was cited by numerous survey respondents as a significant issue in the city. As part of the federally-designated Gainesville-Hall Metropolitan Planning Organization (MPO) boundaries for long-range transportation planning, the city is addressed in the MPO’s Regional Transportation Plan (TRP), which is updated every five years.



Due to the scope of the RTP, local needs are not addressed in detail. Projects that are included in that plan are long-range (not projected to be constructed for at least 10 years) due to lack of funding: Widening of SR 13/Atlanta Highway/Falcon Parkway from Radford Road to south of SR 53/Winder Highway (*project GH-033 at right*) and operational improvements at SR 13/Atlanta Highway/Falcon Parkway at I-985 & at CR 527/Thurmon Tanner Parkway (*project GH 129 above*). The plan no longer includes improvements at Exit 12 of I-985 that were anticipated with the planned widening of I-985 that the Georgia Department of Transportation (GDOT) has determined is no longer necessary.

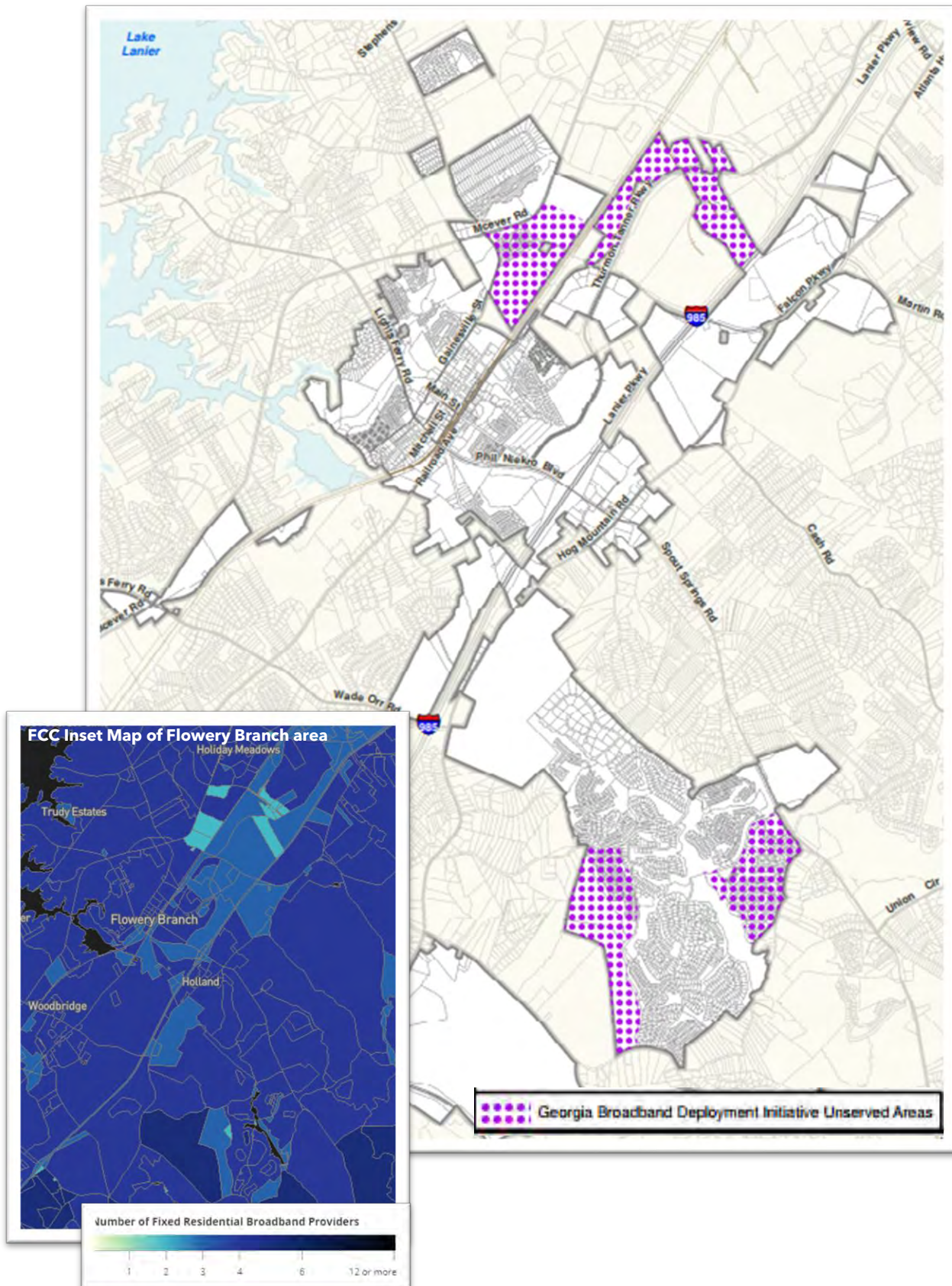
To address **congestion at major intersections** along McEver Road, the MPO recently completed the McEver Road Intersection Report (2021), which includes conceptual plans for roundabouts at the intersections inside the city limits: at Gaines Ferry Road and at Radford Road. Beyond these intersections, a holistic approach to addressing traffic is needed in the city. The MPO commissioned a Citywide Traffic Improvement Study for the City of Oakwood that evaluated conditions at 18 strategic locations in the city’s road network and prepared improvement strategies and planning-level costs. Flowery Branch would benefit from the same type of study.

In accordance with DCA’s Minimum Standards and Procedure for Local Comprehensive Planning, local governments must address the **availability of broadband services** and the deployment of broadband services by service providers into unserved areas. According to the Federal Communications Commission (FCC) there are no unserved areas inside the city limits of Flowery Branch, however the criteria utilized by DCA under its Georgia Broadband Deployment Initiative (GBDI) shows unserved pockets (see map on next page). An entire Census block is deemed unserved when 20% of homes and businesses in a Census block do not have broadband access.

Of the areas shown, several are undeveloped parcels, and a large area is a land application system (LAS) that treats wastewater. Another pocket includes a parking lot, the large-scale SKF manufacturing facility that has broadband service, and several abutting undeveloped parcels. The remaining areas are occupied by homes (some of which had not been constructed when the GBDI map data was compiled) in both new and established developments that have broadband access. According to the FCC data, the entire city has access to residential service providers (see next page).

The City will **confirm broadband availability** to these areas and evaluate the steps promoted by the State to achieve certification as a Broadband Ready Community.

Broadband Access (based on June 2020 GBDI data & FCC data)



Community Facilities and Services Action Items

- Construct Farmer's Market Pavilion Park, Pine Street Park, Chestnut St. Park
- Conduct a Stormwater Utility Feasibility Study to understand the City's stormwater needs, the timing of each needed project and associated costs, and the process for establishing a funding mechanism that could allow the City to become more proactive with maintenance and repairs and also free up General Fund and SPLOST funds for other pressing local needs
- Coordinate with Hall County to implement McEver Road roundabouts (@Gaines Ferry and Radford Roads)
- Coordinate with GDOT to evaluate signalization timing at Atlanta Highway/Phil Niekro
- Prepare a Citywide Traffic Improvement Study
- Expand criteria for triggering a Traffic Impact Study with development proposals to better assess impacts of new development on the existing road network
- Construct East Main Street trail (12' multi-use path from Thurmond Tanner Road to Flowery Branch City Park) that was identified in the Old Town Redevelopment Plan
- Prepare a Citywide Bicycle/Pedestrian Plan to address connectivity by sidewalks, multi-use trails, and bicycle facilities
- Coordinate with Hall County on the use of impact fees for parks and trails projects, and for applicable planning studies (at a minimum, a Bicycle/Pedestrian Plan; consideration can also be given to a comprehensive Parks and Recreation Plan that can address bicycle and pedestrian facilities, greenspace, and traditional recreation components)
- Confirm city-wide broadband availability and evaluate the steps promoted by the State to achieve certification as a Broadband Ready Community



CHAPTER 4. COMMUNITY VISION

While every component of the Comprehensive Plan is important, it is this chapter that is most influential in terms of everyday decision-making. The Future Development Map presented in this chapter is most often (and properly) cited in support or denial of zoning and other land use changes. It is preceded by a general vision statement, which is intended to paint a picture of what the community desires to become. Both the Future Development Map and the Vision Statement have the 2016 Comprehensive Plan as their foundation and are updated in this 2021 Comprehensive Plan.

Chapter 3 satisfies both the “Community Goals” element and the “Land Use Element” required by the Georgia of Community Affairs’ Planning Standards for Local Comprehensive Planning.

Vision Statement

The City of Flowery Branch, located in the Georgia Mountains region bordering Lake Lanier, will remain the proud home of the Atlanta Falcons football team. The City envisions a healthy natural environment including clean water in the Lake Lanier watershed, a significant tree canopy, and a continuation of sustainable environmental practices. The City envisions a revitalized Old Town, which has resulted from the successful balancing of historic preservation goals with redevelopment objectives. Old Town will be a premier destination for residents and visitors with its charm and proximity to Lake Lanier.

The City envisions a balanced property tax base comprised of in-town neighborhoods, master planned communities, varied retail opportunities, a strong Old Town, as well as business parks, industrial employment centers, and retail and mixed use centers in the Interstate 985 corridor. Flowery Branch envisions new, high quality development that it is distinguishable from other places, is designed to minimize the amount of land consumed, and that retains the distinctiveness and charm of a small town.

Flowery Branch will be proactive in accommodating broader mobility needs, resulting in residents being able to walk or bike safely from residential neighborhoods to nearby parks, open spaces, civic places, and commercial facilities. The City will accommodate diverse future housing needs that are integrated into well-planned neighborhoods or developments and that contribute to the City’s economic growth. The city government will maintain high level of service standards for existing residents and businesses and will expand municipal services to support job growth within activity centers, neighborhood commercial areas, industrial employment areas, and Old Town.

Future Development Map

The most important illustrative graphic of the comprehensive plan is the Future Development Map, which is presented in this chapter. This map is intended to guide decision-making related to the physical location of certain land uses and where the most appropriate type and intensity of development should occur. Although the Future Development Map will be cited as an overall expression of the City's land use policy, care must be taken to interpret the map with due regard to the City's overall vision statement, character area policy, and other narratives provided in this comprehensive plan.

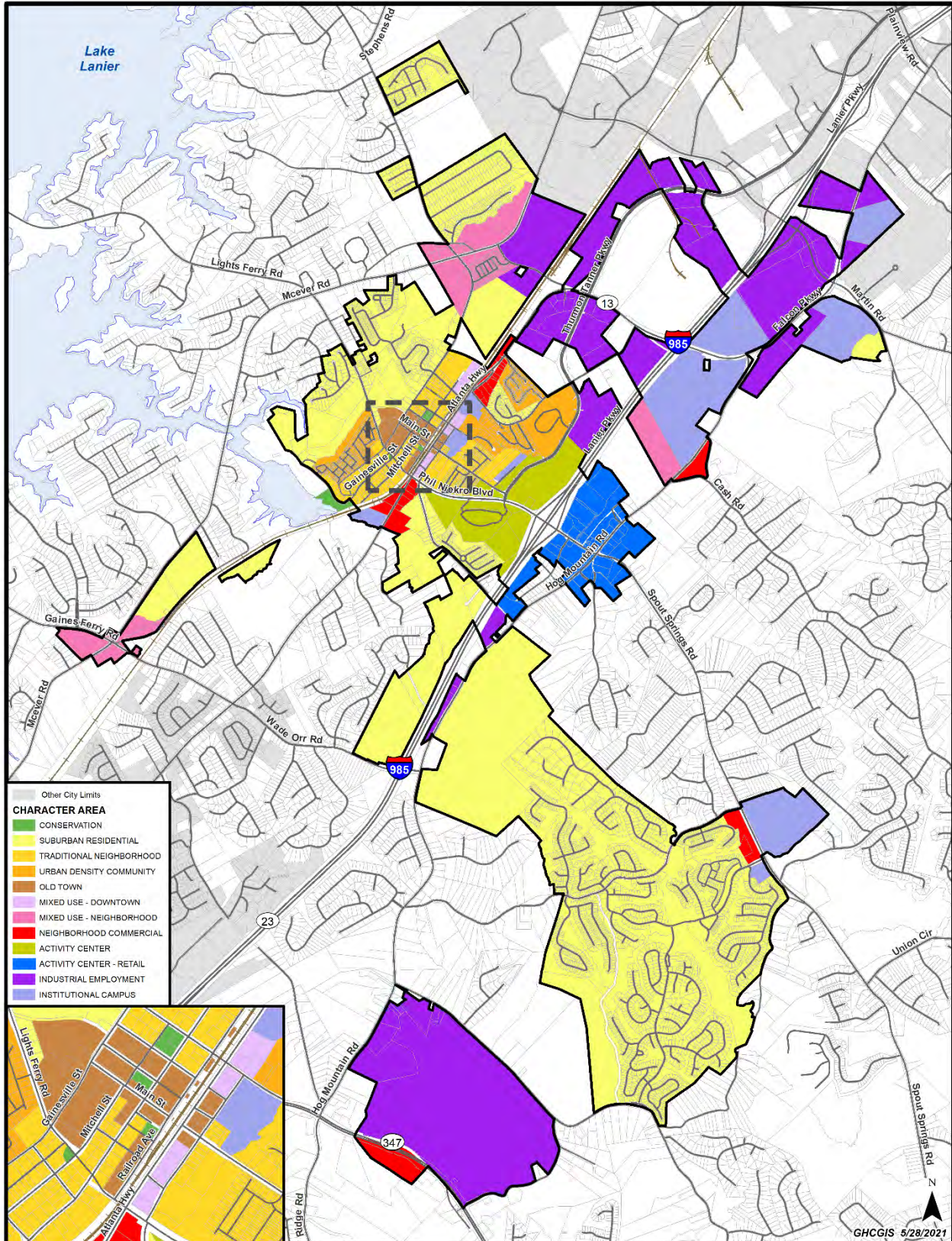
Character Areas

The Future Development Map shows the geographic location of unique character areas that describe the type of development desired for particular areas in a community. Every parcel in the City is included in a character area, and the boundary for each area generally follows parcel and/or street lines. The accompanying description of each character area is presented as a "character area policy" that summarizes the desired vision for each area, including appropriate: land uses, density or intensity of development, aesthetics and zoning districts for each area. When applicable, implementation strategies are also provided, which are also carried over into the 5-Year Community Work Program in Chapter 5.

The following character areas are reflected on the Future Development Map and are described in this chapter:

- Conservation
- Suburban Residential
- Traditional Neighborhood
- Urban Residential Community
- Old Town
- Mixed Use – Downtown
- Mixed Use – Neighborhood
- Neighborhood Commercial
- Activity Center
- Activity Center – Retail
- Industrial Employment
- Institutional Campus

Future Development Map



Conservation

Conservation areas include City-owned or maintained parks and open spaces.

Vision

Protect open space and environmentally sensitive areas for recreation and conservation purposes.

Design Principles

- Minimal impervious surface
- Site features, building placement and exterior materials should blend with the surrounding landscape
- Emphasis on pedestrian access and use

Land Uses

- Passive and active recreation
- Undeveloped areas in their natural state

Zoning

No zoning districts implement this character area, with the exception that City parks may be zoned INST, Institutional District. Private properties may be required to provide open space or recreational amenities based on their underlying zoning classification; in addition, properties are subject to environmental protection ordinances that also contribute to how a property may be used and developed.

Implementation Strategies

Actions items focus on adopting or amending local regulations intended to conserve open space and tree cover and to enhance water quality. These are described in the Needs and Opportunities Chapter in the Natural Resources section.

Illustrative Photos



Flowery Branch City Park on Lake Lanier



Flowery Branch City Park



Dean Jones Family Park at Snelling/Lights Ferry/Mitchell roundabout

Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos



Traditional Neighborhood

The Traditional Neighborhood character area includes the in-town residential areas around the downtown core of Old Town.

Vision

Maintain the character and development pattern of the originally settled neighborhoods of Flowery Branch, with sensitive residential in-fill development and careful improvements where required including new sidewalks, street trees, and other pedestrian-friendly streetscape features.

Design Principles

- Little if any building setbacks from city streets
- Rectangular or square blocks and lots, and block lengths should not exceed 800 feet without intervening (mid-block) pedestrian footpaths
- Narrow streets in a grid-like pattern with shade trees
- Building facades emphasize porches
- Rear entry garage or detached rear garage, with the exception that a garage may be recessed behind the front façade if off-street parking must be directly accessed from the street and directly facing the street
- Wide sidewalks
- Smaller lots/higher density than Suburban Residential
- Provision of public greens or common areas when new neighborhoods are created
- Design review required for compatibility with existing residences

Land Uses

- Primarily single-family detached dwellings
- Townhouses may be allowed
- Greens, plazas, and pocket parks incorporated into development plans

Zoning

- TND, Traditional Neighborhood Development

Illustrative Photos

Mitchell Street in-fill housing concepts with compatible architectural styles & emphasis on the porch



Infill development on Chestnut St. with rear entry garages



New development should be consistent with the style and building materials of this existing dwelling



Urban Density Community

Urban Density Community areas reflect existing townhouse and multi-family developments in the city.

Vision

Maintain higher density, urban living environments that contribute to housing options within the city.

Design Principles

- Densities range from 6 to 12 units per acre
- Master planned with high quality architecture and building materials, entrance landscaping, and recreational amenities (subject to design review and approval)

Land Uses

- Duplex
- Triplex
- Quadplex
- Apartment complexes
- Townhouses
- Retirement community / senior housing
- Manufactured home parks

Zoning

- R-3, Residential Multi-Family District
- PUD, Planned Unit Development District
- MHP, Manufactured Home Park

Implementation Strategies

Amend City's Architectural Design Standards to address residential buildings

Illustrative Photos



Old Town

Old Town encompasses the historic central business district and includes a significant portion of the Old Town Redevelopment Plan (2014) boundary and the Flowery Branch Historic District.

Vision

Protect and enhance downtown, making it a vibrant, pedestrian-friendly focal point of the City that integrates new development in a historic framework with a mix of uses, increased density at a comfortable scale, and open spaces and high quality buildings that enhance the public realm.

Design Principles

- Small blocks; lots on narrow streets
- Pocket parks or greenspace as a part of mixed-use developments
- Architectural style and building materials that complement the historic fabric of the area (design review is required)
- Typically greater lot coverages, building heights, and building intensities and little or no front and side building setbacks when compared with other character areas
- Redevelopment must be consistent with principles and recommendations of the Old Town Redevelopment Plan

Land Uses

“Main Street”-style commercial and vertical mixed use with retail and restaurants. Residential uses include upper floor dwelling units in mixed use buildings, single-family dwellings, and limited townhome development.

Zoning

- CBD, Central Business District
- TND, Traditional Neighborhood Development

Implementation Strategies

Update the 2014 Old Town Redevelopment Plan to identify additional development/redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district.

Illustrative Photos

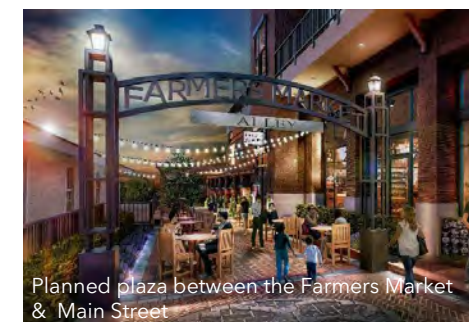
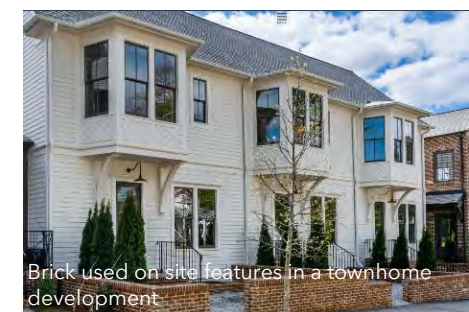
The Crest mixed-use buildings on Main Street will be constructed of traditional brick



Historic brick commercial buildings opposite The Crest



Brick used as a residential accent material, consistent with existing dwellings in the area



Mixed Use - Downtown

The Mixed Use - Downtown area includes parcels along the railroad that are adjacent to the Old Town and Traditional Neighborhood character areas and are not included in the Flowery Branch Historic District.

Vision

Promote development and adaptive reuse of buildings that support a mix of uses in a manner that complements the historic character and building scale of Old Town and is consistent with the intent of the Old Town Redevelopment Area.

Design Principles

- Densities range from 6 to 12 units per acre
- Master planned with high quality architecture and building materials, entrance landscaping, and recreational amenities (subject to design review and approval)

Land Uses

- Retail and service uses
- Residential as part of a mixed use development
- Civic and institutional
- Open space and recreation

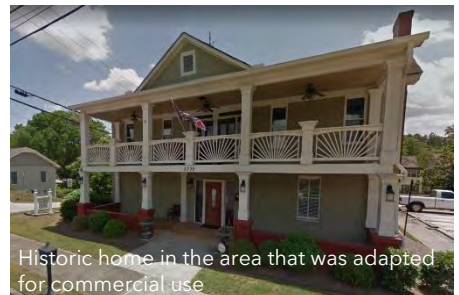
Zoning

- CBD, Central Business District
- NS, Neighborhood Shopping District

Implementation Strategies

Assess existing Architectural Guidelines and Pedestrian Retail design standards

Illustrative Photos



New commercial or mixed-use development should reflect the scale and style found in Old Town (shown is a rendering of The Crest on Main Street)

Mixed Use - Neighborhood

Mixed Use – Neighborhood areas are located around the McEver Road intersections with Gaines Ferry Road, Gainesville Street and Radford Road.

Vision

Commercial development at significant intersections that serves surrounding neighborhoods, with consideration given to mixed use developments having commercial uses or open space/recreation (in response to market conditions) that are oriented to existing public streets.

Design Principles

- o Connectivity between uses and developments
- o Automobile and pedestrian accessibility
- o Enclosed buildings with no outside storage and limited outdoor display of goods and merchandise
- o Integration of open space as an attractive design element and functional component in mixed use development
- o High quality building materials and site features

Land Uses

- o Small-scale neighborhood commercial uses
- o Residential in the context of a mixed use development
- o Open space / recreation

Zoning

- o NS, Neighborhood Shopping District
- o PUD, Planned Unit Development District

Implementation Strategies

Assess existing Architectural Guidelines and Pedestrian Retail design standards to ensure desired quality of development can be achieved.

Illustrative Photos



Neighborhood Commercial

Neighborhood Commercial areas include the Atlanta Highway corridor beyond the limits of the Old Town and Mixed Use – Downtown character areas, as well as pockets of undeveloped property having the potential to serve nearby residential areas with commercial uses.

Vision

Provide areas for limited, small-scale commercial uses of a convenience nature serving nearby residential neighborhoods as opposed to a regional market.

Design Principles

- Attractive, non-auto related neighborhood businesses and services, with distinctive architectural features
- Buildings and developments are scaled to be compatible with and promote pedestrian activity
- Open space is presented as suburban plazas or small open spaces
- Entrances, frontages, and building façades are softened with landscaping and low-lying signs
- Buildings are enclosed with no outside storage and limited outdoor display of goods and merchandise
- Intensities are within a range of approximately 10,000 to 15,000 square feet per acre and shall not generally exceed 25,000 square feet in any one tenant space, to keep the bulk and intensity in scale compatible with adjacent neighborhoods

Land Uses

- Small-scale neighborhood commercial uses
- With the exception of convenience stores with gasoline pumps, uses do not include automotive uses or other types of more intensive highway business activities, or those uses that generate excessive traffic, noise, odors, pollution, safety hazards, or other adverse impacts which would detract from the desirability of adjacent properties for residential use

Zoning

- NS, Neighborhood Shopping District

Implementation Strategies

Assess existing Architectural Guidelines to ensure desired quality of development can be achieved.

Illustrative Photos



Examples of smaller-scale neighborhood commercial uses and a monument sign (vs. a taller pole sign) with a brick base that matches the gas station exterior (on Atlanta Hwy)

Activity Center

The Activity Center character area includes properties oriented around the west side of the interchange of Phil Neikro Boulevard and I-985.

Vision

Create an accessible, attractive center of retail businesses and services that can also serve as a residential feeder for Old Town.

Design Principles

- As far as practicable, buildings should not be separated from fronting streets by large parking lots
- Placement of outparcel buildings between a large parking lot and the street should be used to help define the streetscape and lessen the visual impact of the parking lot from the street
- Proper landscape buffers, streetscapes, and parking lot landscaping
- Perimeter and security fencing should be constructed of attractive materials which are compatible with the design and materials used throughout the project; razor wire, chain link fencing, and electric fencing should not be used
- Accessory structures should be designed to provide a cohesive project site and be sited to not be directly visible as the primary view from the street into the project site
Outside storage of merchandise, and/or equipment not intended for display for public rent, lease, or sale, should be screened from view from the right-of-way along the entire property frontage, except in areas where access crossings have been approved
- Pedestrian accessibility and connectivity

Land Uses

- Commercial uses
- Residential uses when part of a mixed use development

Zoning

- HB, Highway Business District
- PUD, Planned Unit Development District (required for mixed use proposals)

Implementation Strategies

Amend the HB zoning district to limit uses to those that are solely commercial in nature; mixed use proposals should be zoned to PUD to better regulate building and site design.

Illustrative Photos



Examples of mixed-use developments with accessible commercial uses and higher-density residential uses to the rear

Activity Center - Retail

The Activity Center-Retail character area includes properties oriented around the east side of the interchange of Spout Springs Road and I-985. The area includes Stonebridge Village and Village Shoppes of Flowery Branch.

Vision

Expand opportunities for varied and larger-scale retail businesses and services in areas that are served by a network of collector and arterial roads.

Design Principles

- As far as practicable, buildings should not be separated from fronting streets by large parking lots
- Placement of outparcel buildings between a large parking lot and the street should be used to help define the streetscape and lessen the visual impact of the parking lot from the street
- Landscape buffers, streetscapes, and parking lot landscaping should enhance the aesthetics of a property, provide shade protection, screen vehicles, and reduce impervious surface through environmental design
- Perimeter and security fencing should be constructed of attractive materials which are compatible with the design and materials used throughout the project; razor wire, chain link fencing, and electric fencing should not be used
- Accessory structures should be designed to provide a cohesive project site and be sited to not be directly visible as the primary view from the street into the project site
- Outside storage of merchandise, and/or equipment not intended for display for public rent, lease, or sale, should be screened from view from the right-of-way along the entire property frontage, except in areas where access crossings have been approved
- Pedestrian accessibility, connectivity, and safety

Land Uses

- Commercial uses

Zoning

- HB, Highway Business District

Illustrative Photos

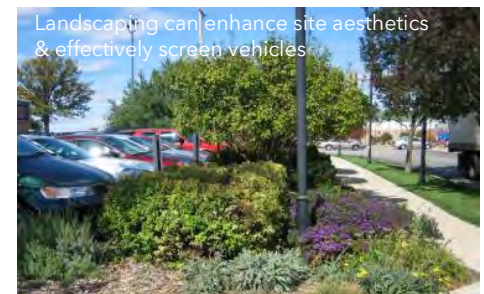
Stonebridge Village shopping center



Landscaped island in the Home Depot parking lot



Landscaping can enhance site aesthetics & effectively screen vehicles



Industrial Employment

Industrial Employment areas include existing industrial uses, industrial zoned properties, and undeveloped properties situated around Exit 14 of I-985.

Vision

Function as a concentration of employment and job activity, contributing heavily to the employment and economic base of the city.

Design Principles

- Entrances, frontages, and building façades are softened with landscaping and low-lying signs
- Pedestrian access along road frontages
- High quality building materials and site design
- Adequate buffers adjacent to non-industrial uses or zoned properties
- Limit long uninterrupted wall planes that are visible from the public right-of-way

Land Uses

Light and heavy industries

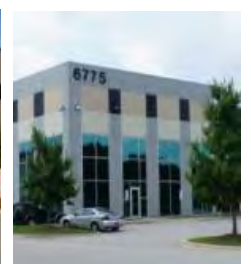
Zoning

- M-1, Light Industrial District
- M-2, Heavy Industrial District

Implementation Strategies

Evaluate existing Architectural Guidelines to ensure requirements support desired building materials, lighting, landscaping, and buffers.

Illustrative Photos



Landscaping, fenestration (windows), varied rooflines and building materials, and offsets in the façade can help reduce the visual impact of large expansive walls on industrial buildings

Institutional Campus

The Institutional Campus character area includes the Falcons Training Facility, public schools, large churches, County library, and some City-owned properties.

Vision

Accommodate single-function institutional uses where public access is controlled or limited.

Design Principles

- Campus-style site planning
- Generous landscaping
- Internal pedestrian connectivity
- Relatively low intensities
- Uniform signage
- High quality building materials

Land Uses

- Primarily public and institutional
- Office buildings/parks

Zoning

- INST, Institutional District
- O-P Office Professional District

Implementation Strategies

Strengthen building and site design standards for Office, Institutional, Business Parks, and Industrial Parks and Campus by more clearly delineating requirements vs. guidelines.

Illustrative Photos



CHAPTER 5. IMPLEMENTATION PROGRAM

Community Work Program

The Implementation Program identifies the specific measures to implement the Flowery Branch Comprehensive Plan. These measures are identified in a Community Work Program (CWP). The CWP identifies action items to be undertaken in the next five years. The CWP groups actions by type, including: regulations, processes and programs, inventories and assessments, detailed planning studies, and community improvements / infrastructure projects.

For each action, the CWP outlines the following information:

- Type of action or implementation strategy
- Brief description
- Timeframe for undertaking the activity (2021/22, 2023, 2024, 2025, 2026)
- Estimated cost
- Responsible party for implementing the activity
- Potential funding source:
 - GF = General Fund
 - SPLOST = Special Purpose Local Option Sales Tax
 - LRF = Local Resources Fund
 - TAD = Tax Allocation Revenue Bond Proceeds Fund
 - GEFA = Georgia Environmental Finance Authority Debt Proceeds Fund
 - TAP = Georgia Department of Transportation (GDOT) Transportation Alternatives Program

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Regulations								
Prepare a Unified Development Code that updates, consolidates and streamlines land use and development regulations and supports the goals of the Comprehensive Plan	✓					Costs to be determined based upon project needs	Planning and Community Dev.	GF
Adopt Water Supply Watershed Protection Ordinance	✓					Staff Time	Planning and Community Dev.	GF
Adopt Groundwater Recharge Protection Area Ordinance	✓					Staff Time	Planning and Community Dev.	GF
Amend Buffers, Tree Protection and Landscaping Ordinance to strengthen tree retention and planting requirements	✓					Staff Time	Planning and Community Dev.	GF
Evaluate the effectiveness of minimum open space requirements in all zoning districts and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Amend clearing and grading requirements to clearly delineate requirements vs. guidelines	✓					Staff Time	Planning and Community Dev.	GF
Amend 'Architectural Design' standards in the Zoning Ordinance to include residential dwelling types	✓					Staff Time	Planning and Community Dev.	GF
Codify general 'Historic District Design Guidelines' from the 2016 Comprehensive Plan	✓					Staff Time	Planning and Community Dev.	GF
Prepare tailored, stand-alone Flowery Branch Historic District Design Guidelines document		✓				\$20,000	Planning and Community Dev.	Historic Preservation Fund Grant & GF
Assess 'Pedestrian Retail' design standards in the Zoning Ordinance to ensure desired design is supported and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Amend HB zoning district to limit uses to those that are solely commercial in nature	✓					Staff Time	Planning and Community Dev.	GF
Amend Planning Unit Development (PUD) requirements to enhance open space and site design requirements	✓					Staff Time	Planning and Community Dev.	GF
Evaluate zoning buffer standards to ensure they are sufficient where industrial uses abut residential properties and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Evaluate 'Architectural Design' standards in the Zoning Ordinance to ensure requirements for industrial buildings include desired building materials, lighting, and landscaping	✓					Staff Time	Planning and Community Dev.	GF
Strengthen building and site design standards for 'Office, Institutional, Business Parks, and Industrial Parks and Campus' in the Zoning Ordinance by more clearly delineating requirements vs. guidelines	✓					Staff Time	Planning and Community Dev.	GF
Expand criteria for triggering a Traffic Impact Study with development proposals	✓					Staff Time	Planning and Community Dev.	GF
Process/Program								
Evaluate development review and permitting processes to assess the ease of doing business in Flowery Branch	✓					Staff Time	Planning and Community Dev.	GF

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Submit Tree City USA application (in conjunction with updated Buffer, Tree Protection and Landscaping Ordinance)	✓					Staff Time	Planning and Community Dev.	GF
Expand local code enforcement capability by increasing full-time personnel	✓					\$60,000	Planning and Community Dev.	GF
Enhance community outreach capability /promote local initiatives, events and programs (both citywide and downtown-oriented) by adding dedicated staff positions	✓					\$120,000	City Manager and Planning and Community Dev.	GF
Implement citywide signage project (for gateways, corridors and Old Town)	✓	✓				\$350,000	City Manager	SPLOST / LRF
Continue to implement Metropolitan North Georgia Water Planning District's Water Resource Management Plan, including 5-year updates to local Water Master Plan (underway) and Wastewater Master Plan (2023/24)	✓	✓	✓	✓	✓	Staff Time	Public Works	GF
Inventory/Assessment								
Update Citywide Historic Resources Survey		✓				\$15,000	Planning and Community Dev.	Historic Preservation Fund Grant & GF
Track citywide housing ratios with rezoning applications against updated 'housing mix policy' of 70% single-family/15% townhomes/15% multi-family	✓	✓	✓	✓	✓	Staff Time	Planning and Community Dev.	GF
Evaluate steps promoted by the State to achieve certification as a Broadband Ready Community	✓					Staff Time	Planning and Community Dev.	GF
Detailed Planning Study								
Prepare a citywide Housing Market Analysis that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs	✓	✓				\$27,500	Planning and Community Dev.	GF
Update the 2014 Old Town Redevelopment Plan		✓				Costs to be determined based upon project needs	Planning and Community Dev.	GF
Conduct a Stormwater Utility Feasibility Study	✓					\$35,000	City Manager	LRF / GF
Prepare a citywide Traffic Improvement Study	✓					Costs to be determined based upon project needs	City Manager/Hall-Gainesville MPO	MPO federal funds
Prepare a citywide Bicycle and Pedestrian Plan		✓				Costs to be determined based upon project needs	City Manager/Hall-Gainesville MPO	GF
Community Improvements / Infrastructure Projects								
Construct Farmer's Market Pavilion Park and Pine Street Park (and related streetscape and parking improvements)	✓					\$5 million	City Manager	TAD
Construct Chestnut Street Park	✓					Costs to be determined based upon project needs	City Manager	TAD
Construct East Main Street Trail from Thurmond Tanner Road to Flowery Branch City Park	✓	✓	✓	✓	✓	\$5.6 million	City Manager/ Planning and Community Dev.	TAP Grant/TAD/ GF

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Construct water and sewer capacity expansion projects, including expansion of the Water Quality Reclamation Facility to double its wastewater treatment capacity	✓	✓				\$28 million	Public Works	GEFA
Coordinate with GDOT to evaluate signalization timing at Atlanta Highway / Phil Niekro Blvd.	✓					Staff Time	Planning and Community Dev.	GF
Coordinate with Hall County on the use of impact fees for local trail and park projects, consistent with the 2004 Intergovernmental Agreement, as well as supporting planning studies	✓	✓	✓	✓	✓	Staff Time	City Manager	GF
Coordinate with Hall County MPO to implement McEver Road roundabouts @ Gaines Ferry and Radford Roads	✓	✓	✓			Costs to be determined based upon project needs	City Manager	SPLOST

APPENDICES

Appendix A. Growth Area Policy Map

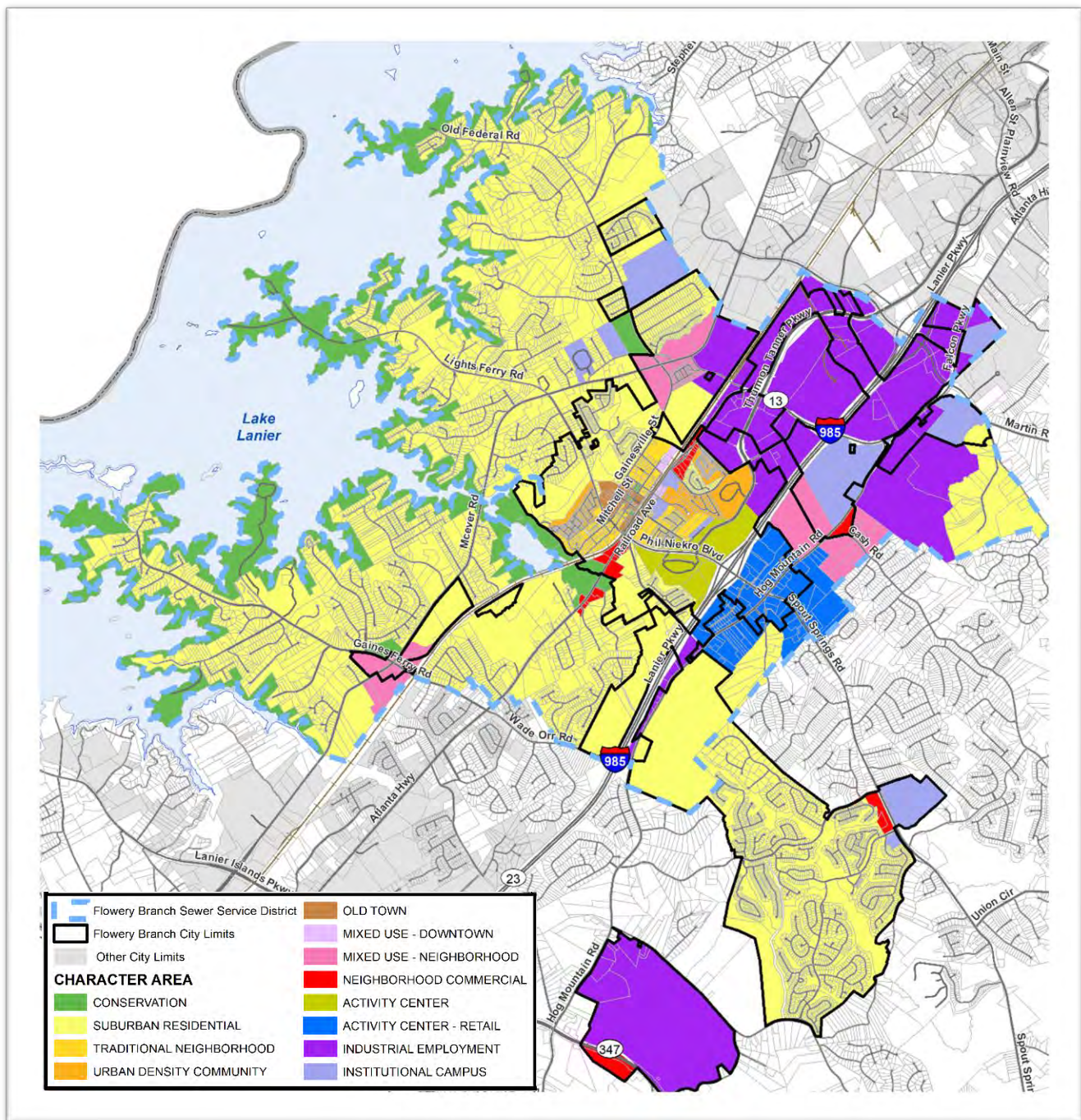
Appendix B. 2016-2021 Report of Accomplishments

Appendix C. Public Involvement Documentation

Appendix D. Flowery Branch Historic District Design Guidelines

Appendix A. Growth Area Policy Map

The following map was prepared to assist with the review of annexation requests. It depicts the citywide Future Development Map boundaries (bound in **black**) as well as an expanded area that reflects the portions of unincorporated Hall County that are in the Flowery Branch Sewer Service Area. The character area policies described in Chapter 4 apply to the expanded area.



Appendix B. 2016-2021 Report of Accomplishments

The Report of Accomplishments (ROA) provides a status of each work item identified in the 5-year Community Work Program in the 2016 Comprehensive Plan Update.

2016-2021 Report of Accomplishments

Activity	Status				
	Complete	Underway	Postponed	Dropped	Comments
Land Use					
Development Management – assess and modify land use regulations		✓			Numerous Zoning Ordinance amendments were adopted in 2018, with additional changes made on an as-needed basis; additional regulatory updates will be made with the 2021/22 preparation of a Unified Development Code (UDC).
Regulatory Summaries – provide better summary guidance on what to expect in developing land		✓			All forms, applications, meeting schedules and fee schedules are posted online; the upcoming 2021/22 UDC project will evaluate processes related to land development to ensure guidance is clear.
Special/Small Area Planning (participate with developers as opportunities arise)		✓			The City is actively implementing the Old Town Redevelopment Plan (2014), which includes mixed-use and residential projects with developers. This item is expressed in the new CWP as a proposed 2023 update to the 2014 plan.
Economic Development					
Economic Development Council (reevaluate and revise intergovernmental agreement)				✓	The City remains a member of the Greater Hall Chamber of Commerce’s Economic Development Council but recognizes the need for additional in-house staff to support economic development initiatives; the addition of personnel is cited in the new CWP but is considered more specifically in the City’s annual budget process.
Market Nonresidential Properties; (compile and disseminate database of developable properties)	✓				The Chamber of Commerce markets industrial properties and the City contracts with a leasing agent to help with marketing downtown commercial properties. Future in-house hire(s) can support these efforts.
Economic/Downtown Development (ongoing; increase personnel/activities)		✓			The Community Development Director acts in this capacity; the new CWP includes recommendations that reflect the City’s needs for 2021/22.
Housing					
Old Town Redevelopment (implement projects called for in redevelopment plan)		✓			The City continues to implement projects; the CWP cites a need to update the redevelopment plan in 2023 to identify additional development and redevelopment projects.

2016-2021 Report of Accomplishments

Activity	Status				Comments
	Complete	Underway	Postponed	Dropped	
Senior-friendly Housing (examine options and implement incentives)				✓	There are no apparent regulatory barriers, as senior-friendly housing can develop in any residential zoning district or Planned Unit Development district; The Sterling on the Lake development features a new 55+ neighborhood, for example.
Institutional Residential Living (identify locations and facilitate via regulations)				✓	These uses (e.g. nursing homes, continuing care retirement communities) are allowed in residential zoning districts that allow higher density and in commercial zoning districts.
Housing Code Enforcement (on-going)		✓			The City contracts with a private firm for this function and is seeking to hire in-house personnel to expand its code enforcement ability in 2021/22.
Community Development (pursue grant funds where available)		✓			The new CWP identifies grant funds as potential funding sources for some action items (dates vary).
Natural Resources Protection					
Natural Resources Protection (ongoing)		✓			The City administers and enforces numerous ordinances for the protection of natural resources, and the new CWP identifies additional ordinances for adoption as part of the Unified Development Code project in 2021/22.
Historic Resources					
Historic Preservation Commission (ongoing and special projects)	✓				The City has an active Historic Preservation Commission that reviews design proposals in the locally designated Flowery Branch Historic District.
National Register of Historic Places (prepare application; consultant)				✓	The larger locally-designed Flowery Branch Historic District affords greater protections to historic resources; however, the smaller National Register District located within the local Historic District can be promoted by the City upon hire of downtown-focused personnel, and the benefits of expanding its boundaries can be explored when the Historic Resources Survey is updated.
Beautification and Aesthetics					
Gateway Improvements (identify, design, construct/install per program)		✓			This is being implemented in phases; the new CWP describes this as a “citywide signage project” for 2021/22 and 2023.
Screening of Public Works Facility (design and installation)				✓	The Public Works facility is intended to be relocated to a site better suited for it, as part of the vision for Old Town; in the near term, a planned park and small townhome development are being constructed in front of the site, which will provide some screening.
Code Enforcement (ongoing)		✓			The City contracts with a private firm for this function and is seeking to hire in-house personnel to expand its code enforcement ability in 2021/22.

2016-2021 Report of Accomplishments

Activity	Status					Comments
	Complete	Underway	Postponed	Dropped		
Community Facilities						
New City Hall and Police HQ (design, construct), plaza, and Pine Street Extension	✓					
Drainage Improvements in Old Town (engineer and install)	✓				Improvements made for new City Hall/Police HQ, City-owned properties on Main Street, and residential construction on Mitchell St.	
Police Substation East (land acquisition, design, construct)				✓	There is not a present need for a secondary location in addition to the new Police Headquarters.	
Water Master Plan (required by Metropolitan North Georgia Water Planning District)	✓				Completed, with a 5-year update currently underway.	
Sanitary Sewer Plan (required by Metropolitan North Georgia Water Planning District)	✓				Completed; next 5-year update slated for 2023.	
Stormwater Management (ongoing regulatory plus infrastructure), including completion of Old Town Stormwater Study completion and implementation		✓			Subdivisions Ordinance addresses stormwater management requirements; Infrastructure improvements were made to support redevelopment projects on downtown City-owned properties (buildings, streetscapes and parks) and SPLOST funds are being used to construct culverts on E. Main and Lights Ferry. However, a comprehensive approach to improvements and maintenance is needed, and the new CWP recommends a Stormwater Utility Feasibility Study for 2021/22.	
Parks and Recreation (identify, design, and install improvements)		✓			Park projects are oriented to downtown, to date, as the City implements the Old Town Redevelopment Plan: Dean Jones Family Park constructed and the forthcoming Farmers Market Pavilion Park, Pine Street Park, and Chestnut Street Park are identified in the new CWP for implementation in 2021/22.	
Transportation						
Gainesville-Hall MPO Participation (ongoing)	✓				The City is a member of the MPO and participates in the regular updates to the Long Range Transportation Plan and supporting studies such as the South Hall Trail Study. This is a routine item and is not being carried forward in the updated CWP.	
Old Town Transportation Improvements (including Mitchell St, and design and construct specific projects, including signage)	✓				The roundabout was constructed at Mitchell/Snelling/Lights Ferry, and additional Mitchell St. improvements are under construction; additional parking opportunities have been identified and are being accommodated as redevelopment projects are constructed (buildings and parks)	

2016-2021 Report of Accomplishments

Activity	Status				Comments
	Complete	Underway	Postponed	Dropped	
Trails and Pedestrian Improvements (identify, design, construct)		✓			The survey for the East Main 12' multi-use trail is complete, and construction is identified in the new CWP as an annual activity to complete all segments. The South Hall Trail Study (2019) was completed with MPO, and its incremental implementation is facilitated by conservation and trail easements being granted as private properties are developed.
Sidewalk Installation Requirements (code amendment as needed)	✓				Sidewalk requirements are addressed in the Subdivisions Ordinance and Zoning Ordinance, and the Unified Development Code project will consolidate all in one place and address any inconsistencies. The City adopted a Complete Streets Policy to encourage integration of pedestrian and bicycle facilities.
Railroad Right-of-Way Improvements (identify, design, construct)	✓				Agreement is in place with Norfolk Southern Railroad for expanding and paving parking across from Depot; the parking has been designed and is being implemented with the Farmers Market park project.
Local Street Cross-Sections (revise and adopt)	✓				The Urban Redevelopment Plan includes local cross-sections that guide downtown enhancements; these may be updated upon the plan's update.
Connectivity Across I-985	✓				Addressed by construction of Exit 14.
Pavement Management (local street system maintenance)	✓				There is a paving program with annual funding from GDOT's Local Maintenance and Improvement Grant (LMIG) program. This is a routine activity and is not being carried forward in the new CWP.
Intergovernmental Coordination					
Countywide Service Delivery Strategy (participate in update)	✓				This is a routine activity / requirement and is not being carried forward in the new CWP.
Participate in Countywide Emergency Management Planning	✓				This is a routine activity / requirement and is not being carried forward in the new CWP.
Participate in Comprehensive Solid Waste Management Planning with Hall County				✓	No longer applicable.
Periodically Review and Revise Intergovernmental Agreements (IGAs) as Necessary	✓				This is a routine activity / requirement and is not being carried forward in the new CWP, with the exception that the use of park & recreation impact fees collected by the City on behalf of the County via IGA is addressed.
Metropolitan North Georgia Water Planning District (local mandate compliance)		✓			This is reflected in the new CWP as an annual activity.

Appendix C. Community Involvement Documentation

Public Engagement Plan

A Public Engagement Plan (see attached) was prepared to that highlights the proposed public information and outreach methods, as well as project milestones.

Stakeholders

People who live, work, and play in the City of Flowery Branch were the main constituents targeted by the public outreach portion of this project. Efforts were made to ensure that all citizens were informed of the plan, updated on the progress, and allowed an opportunity to provide feedback throughout the life of the project. The Comprehensive Plan outreach focused on collecting input from a representative mix of community members, including:

- City residents
- City business owners
- City leadership (including elected officials)
- Area developers and
- Representatives from the economic development community

Steering Committee Members

A Steering Committee met three times over the course of the Comprehensive Plan development to inform and guide the process, and each member was also individually interviewed.

- Bill Andrew, City Manager
- Joe Anglin, City Council Member
- Ed Asbridge, City Council Member
- Rich Atkinson, Director of Planning and Community Development
- Missy Brooks, Business owner and resident
- Tim Evans, Greater Hall Chamber of Commerce (economic development specialist)
- Chris Hill, HillWood Realty
- Bill Ogles, Historic Preservation Commission



Public Meetings

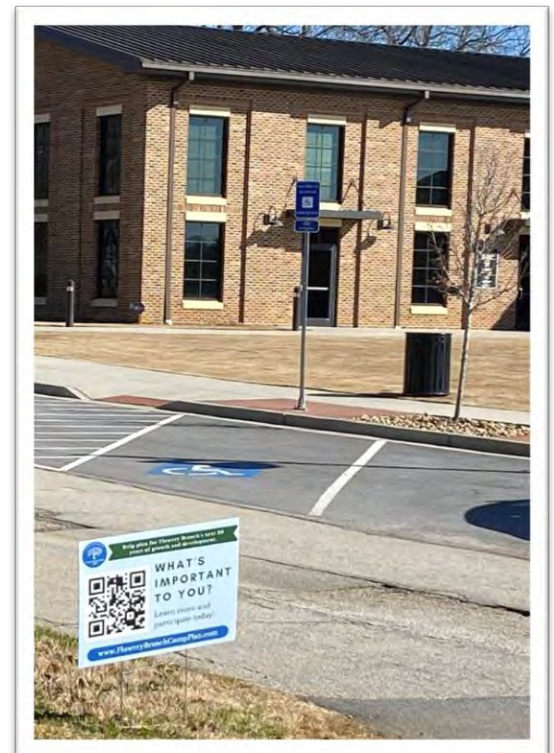
As required by DCA's Minimum Standards and Procedures for Local Comprehensive Planning, two public hearings were conducted. One was at the outset of project and the second was held prior to transmittal of the draft document for regional and state review. The meeting agendas and presentations are enclosed.

In addition, two virtual public meetings were held to solicit public input on local issues and concerns as well as draft recommendations of the Comprehensive Plan. Copies of these presentations are enclosed.

Web-based Outreach

Outreach can be summarized as follows:

- An interactive website has been active since October 2020, when the Comprehensive Plan Update officially kicked-off
- 193 people signed up for the outreach list
- Seven project updates were emailed to the outreach list – these eblasts promoted online input channels, the January virtual public meeting, community survey, the April virtual information session, and the project website
- Over 60 individual responses were provided on the interactive online input map
- The online survey, hosted at site, had 472 participants (summarized responses are attached)
- The project has been promoted at the City's website and via its social media pages (11 unique social media posts)
<https://www.flowerybranchga.org/cd/page/city-flowery-branch-comprehensive-plan-2041>
<https://www.facebook.com/FloweryBranchGovernment>





City of Flowery Branch Comprehensive Plan Update

Public Engagement Plan

November 20, 2020

1. Introduction

This Public Engagement Plan (PEP) outlines opportunities for the Flowery Branch community to actively contribute to the process of updating the City of Flowery Branch Comprehensive Plan. The City of Flowery Branch acknowledges that the engagement of the general public is paramount to the project's success and is committed to meaningful public engagement throughout the planning process. A high priority will be placed on coordination, collaboration, and communication with the public in an effort to ensure that the plan reflects the full range of community needs and values now and into the future.

1.1 What's Inside

This document establishes a strategic approach to public engagement by highlighting project background information, identifying principles that will guide engagement activities, and providing details regarding the specific engagement and outreach activities that will be conducted throughout the life of the project. A tentative timeline of public engagement milestones is provided at the end of the document in Section 6.

1.2 Project Background and Overview

The City of Flowery Branch has a long history of comprehensive planning. The last update to its Comprehensive Plan, completed in 2016, identified an overall vision for the city, which highlighted a high-quality natural environment with a balanced property tax base and new development that it is distinguishable yet retains the distinctiveness and charm of a small town.

The City is carrying out this five-year update of its comprehensive plan in keeping with the rules of the Georgia Department of Community Affairs. The update of the plan affords the community an opportunity to revisit its overall vision, goals, priorities and to account for any shifts in those areas due to contextual changes.

Key outcomes of the plan update include the following:

- (1) Updated needs and opportunities
- (2) Updated goals and strategies
- (3) An updated land use element
- (4) A five-year community work program

Flowery Branch Comprehensive Plan Update

Public Engagement Plan

The major focus of this update will be on the land use element and will result in an updated Future Development Map, which is integral to the city's land use policy. The update process will also consider needs and opportunities related to housing, economic development, broadband services, and natural and cultural resources.

2. Engagement Approach

People who live, work, and play in the City of Flowery Branch are the main constituents targeted by the public outreach portion of this project. Efforts will be made to ensure that all citizens, including traditionally underserved communities (minority and low-income populations) will be informed of the plan, updated on the progress, and allowed a chance to provide feedback throughout the life of the project.

A three-pronged engagement approach will be used to engage as much of the community as possible.

1. Coordinated communications (Section 3)
2. General public input opportunities (Section 4)
3. Targeted stakeholder engagement (Section 5)

A virtual community engagement hub, Social Pinpoint, will be used for project engagement and communications throughout the project. The most current U.S. Census estimates for the City of Flowery Branch indicate that 96.1% of the population have a computer in the home and 93.3% have a broadband internet subscription. These numbers as well as the current need for social distancing supported the project team's decision to use a virtual platform. Please refer to **Section 4.2** for a more detailed explanation of online engagement hub and how it will be used in the project.

As a part of the general public outreach process, the planning team will coordinate with Flowery Branch community groups to facilitate participation by the different voices of the community. Such groups may include Hall County Schools (Flowery Branch High School), Spout Springs Library, religious organizations, and neighborhood groups. The project Steering Committee (see Section 5.2) will help identify groups that the planning team should reach out to.

3. Coordinated Communications

3.1 Project Landing Page

The online engagement hub (see Section 4.2) also doubles as the central communications point for the project. It serves as the definitive location for accurate and up-to-date project information and houses the various web-based input tools as well as project updates, links, and meeting announcements throughout the life of the project. Included in this information are frequently asked questions and project documents. The site offers a direct sign-up for the project outreach list. (*See Section 3.3.*) The online engagement hub will provide two-way communications by both disseminating information as well as gathering information utilizing surveys and a variety of other input tools. (*See Section 4.2 for more information about the Online Engagement Hub as a centralized input gathering tool.*)

3.2 Project Branding and Outreach Materials

A project logo as well as a color scheme and fonts have been established for the update process. This branding will be used on materials created for the project. Coordinated project branding will ensure cohesive and recognizable materials that the community can quickly associate with the Comprehensive Plan update process.

Figure 1: Project Logo



The following additional activities will help ensure the project is represented in a similar manner to the public by all those involved:

- Creation of a 30-second “elevator speech” that explains the project. This project overview will be created by the project outreach team, in coordination with the City, to facilitate clear communications about the project.
- The official hashtag for the planning effort, #FloweryBranchCompPlan, will be coupled with social media posts making project related posts more discoverable.
- Creation of outreach materials using the branding and project explanation, including project flyers (as determined appropriate) and all meeting materials.

3.3 Community Outreach List & Email Campaign

The team has created a preliminary “interested parties” listserv, including members of the Steering Committee, City leaders, and participants in previous comprehensive plan updates. The planning team will send occasional project updates to this “outreach list” at important milestones in the planning process, highlighting opportunities for public input and feedback. Community members may join this outreach list at any time during the planning process via a link at the project website.

3.4 Social Media Campaign

A social media campaign will be used to raise awareness of the project and to gather survey feedback. The campaign will run on the City’s Facebook, Instagram, and Twitter accounts and consist of posts that promote input opportunities and provide updates on other key milestones in the planning process.

4. Public Involvement Opportunities

The project team will utilize both online engagement and in-person activities, where deemed safe and appropriate given the ongoing pandemic, to involve the broader Flowery Branch community in the planning process. This will include multiple opportunities and methods for community feedback. Outreach activities will consist of a robust, interactive online engagement hub, link on the City of Flowery Branch website that connects to the external project portal, social media campaign on the City's social media account, an online survey, and public meeting(s).

4.1 Public Hearings

As required by the Georgia Department of Community Affairs' (DCA) Minimum Standards for Comprehensive Planning, two public hearings before Flowery Branch City Council will be held in correspondence with updating the Comprehensive Plan. The first hearing, held October 1, 2020, provided an overview of the planning process and ways the community can contribute to the update. The second hearing will provide an overview of the draft plan prior to its transmittal to the Department of Community Affairs for review. Both hearings will allow for public comment on the process and content of the plan update.

4.2 Online Engagement Hub

The project team established an interactive, project-specific website as the central hub for community members to provide input to shape the plan's development. The project portal will be updated throughout the life of the project. The following tools/widgets may be incorporated into the project portal to gather input at important project milestones.

1. Web-based Survey – to include one longer survey with the possibility of incorporating shorter, topic specific surveys as determined appropriate by the project team
2. Discussion Forum – provides a moderated and interactive place for the community to discuss specific issues in a multi thread format
3. Interactive Mapping – allows for community members to provide placed-based input, tying back to the update of the future land use plan
4. Idea Wall – offers the ability to brainstorm on items like vision, goals, needs and opportunities

The project team will determine which tool provides the best means to gather input for different aspects of the plan, including overall vision and goals, land use policy and character area definition, and the action items/work program.

4.3 Web-Based Survey

The project team will create and conduct an online survey to gather feedback from the people who live, work, and play in the City of Flowery Branch. The survey will provide targeted questions related to overall vision and community goals, as well as needs and priorities related to land use, housing, and other community needs. It will be created and made available through the project's online engagement hub, which will allow respondents to provide responses to multiple choice or open-ended questions as well as the ability to map points on an interactive map that will also show the city limits for clarity.

4.4 Informal Virtual Input Sessions

Up to two additional virtual public engagement opportunities may be incorporated, via an interactive web-conferencing tool such as Zoom, to allow for small group interactions with the project team and to give community members the ability to have a more robust discussion with the planning team at important junctures in the planning process. Opportunities include the following:

- **Roundtable Discussion (sign up online)** – A focused discussion around a set of pre-defined topics. This tactic could be employed for the broader public or oriented towards a specific community group that may be underrepresented in the planning process.
- **Virtual Coffee Break or Chat with an Expert** – These online gatherings would provide the planning team an opportunity to present information in a live meeting format, answer questions, and direct participants to the online engagement hub to provide additional input.
- **Virtual Plan Overview and Visioning Discussion** – This option offers a more typical public meeting open to all community members and held over Zoom. The project team will provide a brief presentation, then organize a couple interactive activities to gather input from participants and answer questions.

4.4 In-Person, No Contact Input Opportunities

In-person engagement opportunities should be considered in order to reach members of the community that do not have internet access and may include the following social distancing methods due to the current pandemic.

- Survey/comment drop-offs at City Hall, the local library, and/or select local grocery stores
- Partnerships with local churches, Meals on Wheels, or school lunch (or other) programs providing project information and mechanism for gathering feedback

5. Targeted Stakeholder Engagement

5.1 Stakeholder Interviews

A limited number of stakeholder interviews will be held with individuals and/or groups that can provide expertise or insight on local development issues or needs. The project team will coordinate with the locally appointed project Steering Committee (see below) to identify these stakeholders.

5.2 Steering Committee

The City will select key stakeholders to serve on the project Steering Committee. This committee, as required by DCA's Minimum Standards for Comprehensive Planning, will comprise City staff, elected officials, an economic development professional, and other local stakeholders.

The Steering Committee will play a lead role in overseeing and participating in the development of the comprehensive plan update. Three committee meetings will take place throughout the life of the project and will be used to guide and inform the planning process. The Project Team will meet virtually with the Steering Committee for three working sessions which may contain both PowerPoint presentations and

Flowery Branch Comprehensive Plan Update Public Engagement Plan

interactive exercises. It is anticipated that the sessions will be held at approximately the following times, and will cover the following topics:

Meeting 1 – Project Kick Off & Visioning (November 16, 2020)

- Project overview
- Role of Steering Committee
- Public involvement process and opportunities

Meeting 2 – Land Use Planning & Overall Priorities (Date TBD)

- Project update - technical/background data review
- Community engagement update - summary of community survey results
- Future Development Map and priority definition (needs & opportunities) activity

Meeting 3 – Draft Recommendations (Date TBD)

- Project update
- Community engagement update
- Draft plan recommendations
- 5-Year Community Work Plan discussion/prioritization

6. Project Milestones

Figure 2: Comprehensive Plan Update Target Milestones and Timeline*

MONTHS	PUBLIC ENGAGEMENT ACTIVITIES
October 2020	• Public kick-off Hearing (Held 10/01) • Debut Virtual Engagement Hub, including - o Map input tool - o Outreach list & web-based sign-up tool
November 2020	• Initiate social media campaign • Steering Committee Meeting #1 (11/16)
December 2020	• Launch Community Survey • Stakeholder interviews
January 2020	• Close Community Survey • Informal virtual input session #1 – early to mid-January • Steering Committee Meeting #2 – Week of 01/18 (tentative) • In-person, no contact engagement campaign • Launch round 2 of online input tools
February & March 2020	• Steering Committee Meeting #3 – Week of 02/22 (tentative) • Informal virtual input session #2 – Week of 03/08 (tentative)
April through June	• Public Hearing #2 (Transmit document to DCA) – April 1 or 15 • Comprehensive Plan Adoption Council Meeting – June

*Timeline is tentative. Please visit www.flowerybranchcompplan.com for up-to-date milestones and engagement activities.



**City of Flowery Branch
City Council Meeting
Thursday, October 01, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION:

PUBLIC HEARING:

- Consider Ordinance #20-611 a request to annex a 15.6 +/- tract of land known as 4020 Falcon Parkway.
[4020 Falcon Parkway Annexation .pdf](#)
[Staff report .pdf](#)
- Consider Ordinance # 20-610 a request to annex a 10+/- acre property known as 3990 Falcon Parkway.
[3990 Falcon Parkway Annexation.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance #20-614 a request to rezone a piece of property known as 4044 Falcon Parkway from Agricultural (A) to Light Industrial (M1).
[4044 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance #20-613 a request to rezone a 15.6 +/- tract of land known as 4020 Falcon Parkway from Hall County Agricultural Residential (A III) to Flowery Branch Light Industrial (M1).
[4020 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance# 20-612 a request to rezone a 10+/- acre tract of land known as 3990 Falcon Parkway from Hall County Highway Business (HB) to Flowery Branch Light Industrial (M1).
[3990 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- City of Flowery Branch Comprehensive Plan Public Hearing Kick Off Meeting

UNFINISHED BUSINESS - WORK SESSION:

- Downtown City-Owned Property Leasing Contract with Oakhurst Realty Partners
[Oakhurst Realty Flowery Branch Leasing Agreement.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider Ordinance #20-611 a request to annex a 15.6 +/- tract of land known as 4020 Falcon Parkway.



**City of Flowery Branch
City Council Meeting
Thursday, April 15, 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:

GREATER HALL CHAMBER OF COMMERCE BUDGET UPDATE: -
TIM EVANS, VICE PRESIDENT OF ECONOMIC DEVELOPMENT

LAKE LANIER CONVENTION & VISITORS BUREAU UPDATE: -
STACEY B. DICKSON, PRESIDENT

PUBLIC HEARING:

- Second Public Hearing for the Comprehensive Plan
[FB Comp Plan Update_DRAFT.pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the 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](#)
[Combined 625-630 Incomplete for FIRST READ.pdf](#)

NEW BUSINESS -WORK SESSION:

- Request Award of Contract for City-Wide Sign Project
[Executive Summary - Signs Project Award of Contract 4-15-2021.pdf](#)
[Contract Award Recommendation - Signs Etc.pdf](#)
[FB City-Wide Sign Package CDs 11-9-2020.pdf](#)
- Consider Bell Drive sewer easement for Mayor's signature.
[Commercial Easement-City of Flowery Branch pump station.pdf](#)
[Combined Signed Ordinances.pdf](#)
[575 A.pdf](#)

NOTICE OF PUBLIC
HEARING
CITY OF FLOWERY
B R A N C H
COMPREHENSIVE PLAN
UPDATE

Please take notice that the City of Flowery Branch will conduct a public hearing regarding the 2021 update to the comprehensive plan. October 1, 2020, at 6:00 P.M in the Flowery Branch City Hall Council Chambers located at 5410 Pine Street. This is the City's initial "kick-off" meeting to introduce the update and what the update entails.

Rich@flowerybranchga.org

In compliance with the Americans with Disabilities Act of 1990, the City of Flowery Branch is committed to providing reasonable accommodations for a person with a disability. Please contact Vickie Short at (770) 967-6371 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount

Notice of Public Hearing

Notice is hereby given that a public hearing shall be held in the Flowery Branch City Hall at 5410 Pine Street on Thursday, April 15, 2021, at 6:00 p.m. before the Mayor and City Council regarding the draft City of Flowery Branch Comprehensive Plan 2041. The purpose of the hearing is to brief the community on the contents of the plan, provide an opportunity for residents to provide comments on the draft, and notify the community of when the plan will be submitted to the Georgia Mountains Regional Commission for review.

97478 3/31



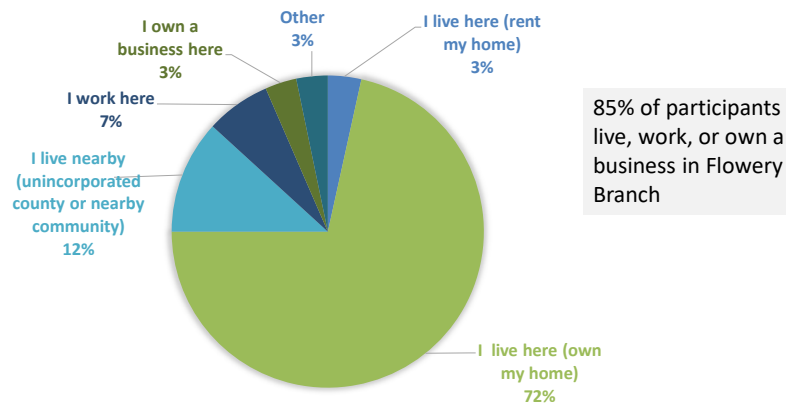
City of Flowery Branch Visioning Survey Highlights

1

Survey Stats

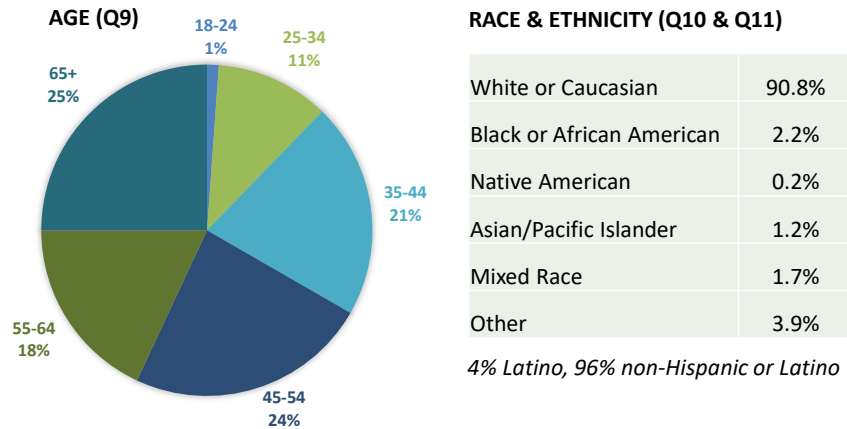
472 participants = (roughly) 5.7% of city's population

RELATIONSHIP TO STUDY AREA (Q8)



2

Participants Demographics



3

Q1, Q2, Q3: 2016 Comp Plan Goals

Historic Resources: Protect historic resources and promote cultural resources in the city.

Natural Resources: Protect and enhance the natural environment and resources.

Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents.

Economic Development: Grow the economy, increase local employment, increase personal incomes, and reduce poverty.

Infrastructure: Accommodate existing and anticipated population and employment with public facilities, including parks, roads, water, sewer, public safety, that meet local level of service standards.

Transportation: Provide mobility, safety, and connectivity via a multi-modal transportation system, with emphasis on improving the pedestrian network and developing multi-use trails.

Land Use: Promote and ensure efficient, functional, and compatible land use patterns as the city expands, develops, and redevelops.

Aesthetics: Improve the functionality and attractiveness of downtown, gateway corridors, and neighborhoods in the city.

Intergovernmental Cooperation: Cooperate with all other levels of government in the pursuit of shared goals, policies, and objectives.

4

Q1, Q2, Q3: 2016 CP Goals Applicability, Progress, Refinement

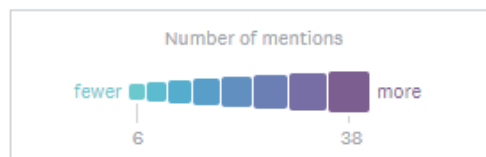
	Q1 Still Applicable?	Q2 Not Achieved	Q2 Achieved	Q2 Making Progress	Q3 Yes, further discuss!
Historic Resources	71%	24%	10%	44%	52%
Natural Resources	86%	30%	7%	45%	65%
Housing	48%	21%	21%	42%	58%
Economic Development	69%	14%	13%	57%	62%
Infrastructure	82%	28%	7%	53%	72%
Transportation	59%	39%	5%	37%	59%
Land Use	75%	32%	6%	49%	71%
Aesthetics	82%	18%	10%	66%	66%
Intergovernmental Cooperation	68%	10%	10%	43%	41%

5

Q4: Are We Missing Any Goals?

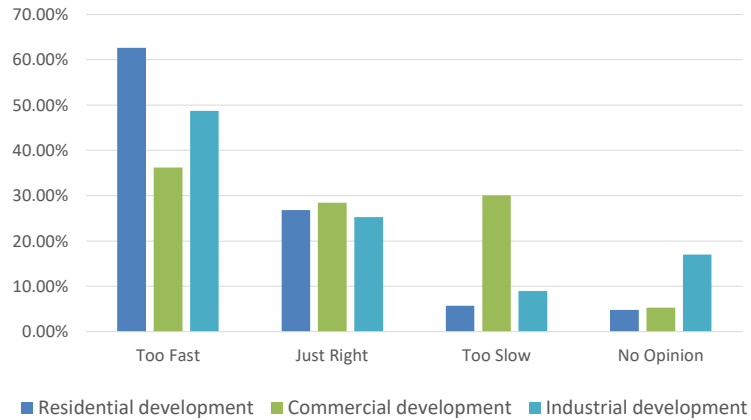
42% of participants responded to this question. Most comments related to goal areas but spoke to specific needs or concerns.

infrastructure housing developments people restaurants traffic parks
housing neighborhoods development sidewalks
MF apartments businesses roads small town feel
Downtown Area schools Affordable Housing Devt homes
community warehouses



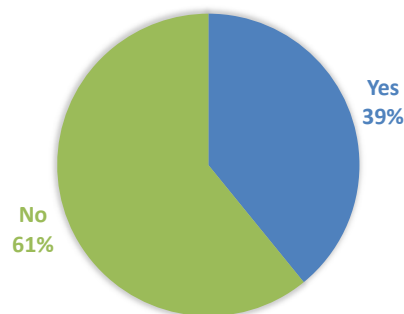
6

Q5: Pace of Development Residential, Commercial, Industrial



7

Q6: Current development patterns and land use decisions are enabling Flowery Branch to become the type of place you would like it to be



MOST REPEATED WORDS

NEED – road improvements, green space, development restrictions, better infrastructure prior to growth, more amenities

TOO MANY – warehouses, industrial buildings, apartments

MOVED [to Flowery Branch] – to enjoy the small-town feel, it's going away

DEVELOPMENT – too much, too fast

TRAFFIC – needs to be addressed, tied to too much development and lack of pedestrian facilities, address capacity and traffic patterns

8

Q7. Top 3 Initiatives Next 5 Years

Control Growth

- Slow residential development, esp. apartments
- Limit industrial growth and apartments
- Revitalize downtown
- Facilitate quality development
- Grow local restaurants, shops, & businesses

Preserve Character

- Maintain single-family character
- Preserve historic resources
- Preserve tree canopy
- Improve downtown

Transportation & Infrastructure

- Improve roads
- Widen roads
- Address water/sewer improvements
- Add bike lanes, golf cart paths

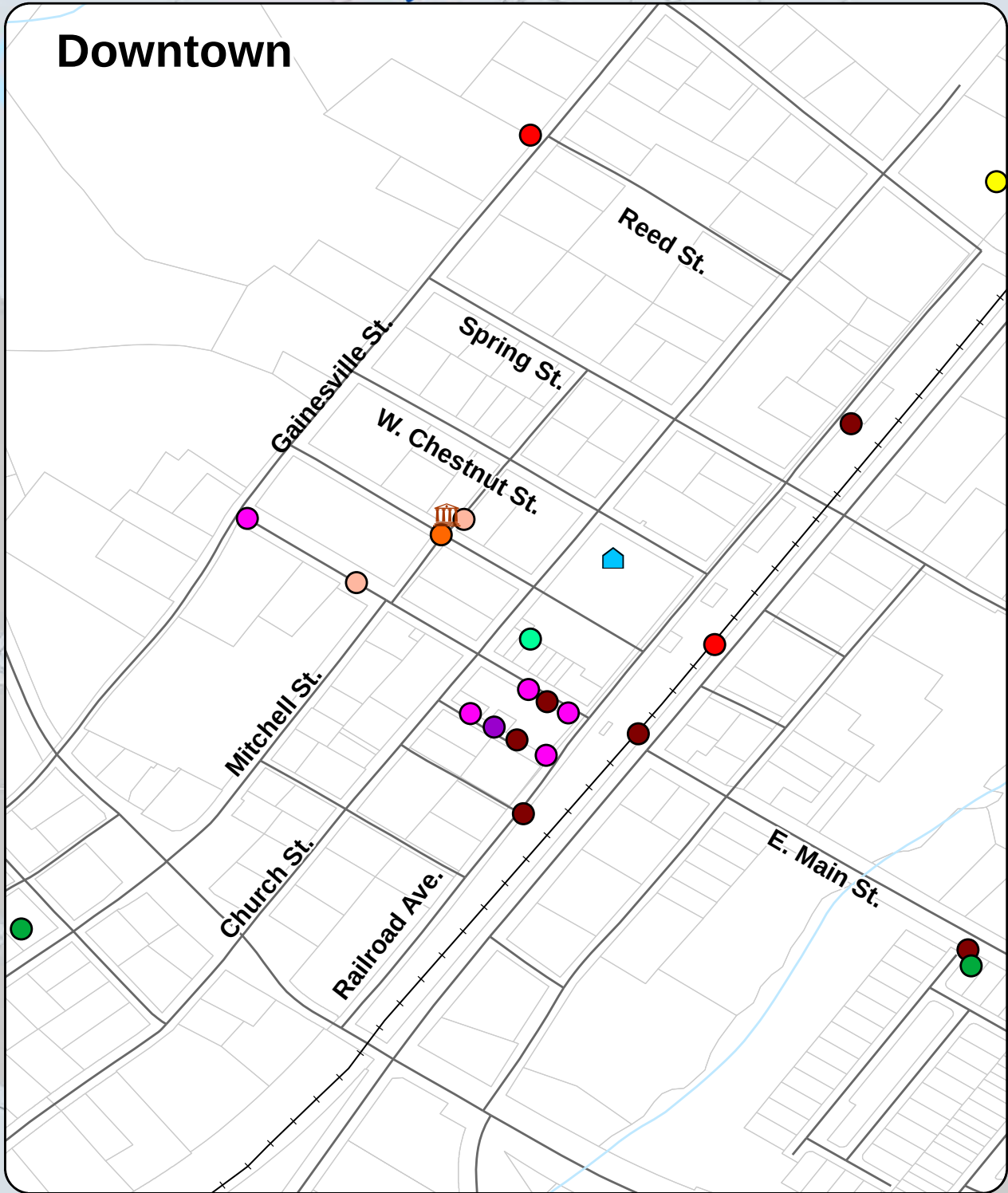
Enhance Quality of Life

- Add greenspace and parks
- Expand restaurants, shops
- Install sidewalks, paths, trails
- Update and add schools

Comment Themes

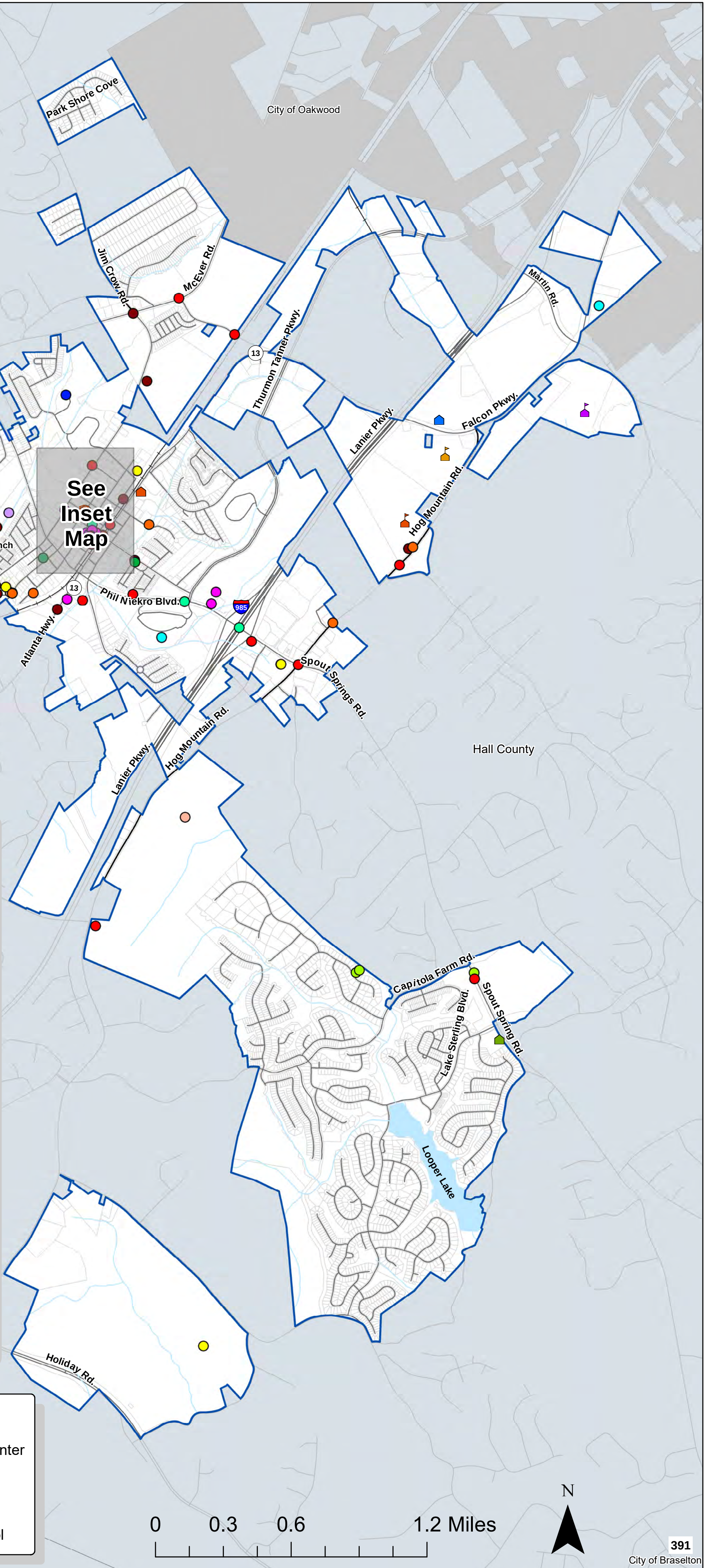
- Improve Walkability (16)
- Address Congestion (12)
- Increase Local Commercial (8)
- Restrict Development (6)
- Increase Greenspace (6)
- Increase Code Enforcement (5)
- Address Safety Concerns (3)
- Enhance City Character (4)
- Preserve Tree Canopy (2)
- Limit Industrial and Large Commercial (2)
- Expand Sewer Capacity (1)
- Increase Community Communication (1)
- Reduce Light Pollution (1)

Downtown



Community Landmarks

- | | |
|------------------------------|-----------------------------------|
| 🏛️ Flowery Branch City Hall | 🏠 Atlanta Falcons Training Center |
| 👮 Flowery Branch Police | 🚩 Martin Elementary School |
| 📮 Flowery Branch Post Office | 🏫 CW Davis Middle School |
| 📖 Hall County Library | 🏫 Flowery Branch High School |





Flowery Branch Comprehensive Plan Update

1.8.21 Community Visioning Meeting

What is a Comp Plan?

A policy document that:

- Establishes a **community vision** for growth over the 20 years
- **Guides decisions** related to development of Flowery Branch
- Fulfills State of **Georgia requirement**
 - 5-year updates
 - Due June 30, 2021

CITY OF FLOWERY BRANCH, GEORGIA COMPREHENSIVE PLAN

2016 TO 2035

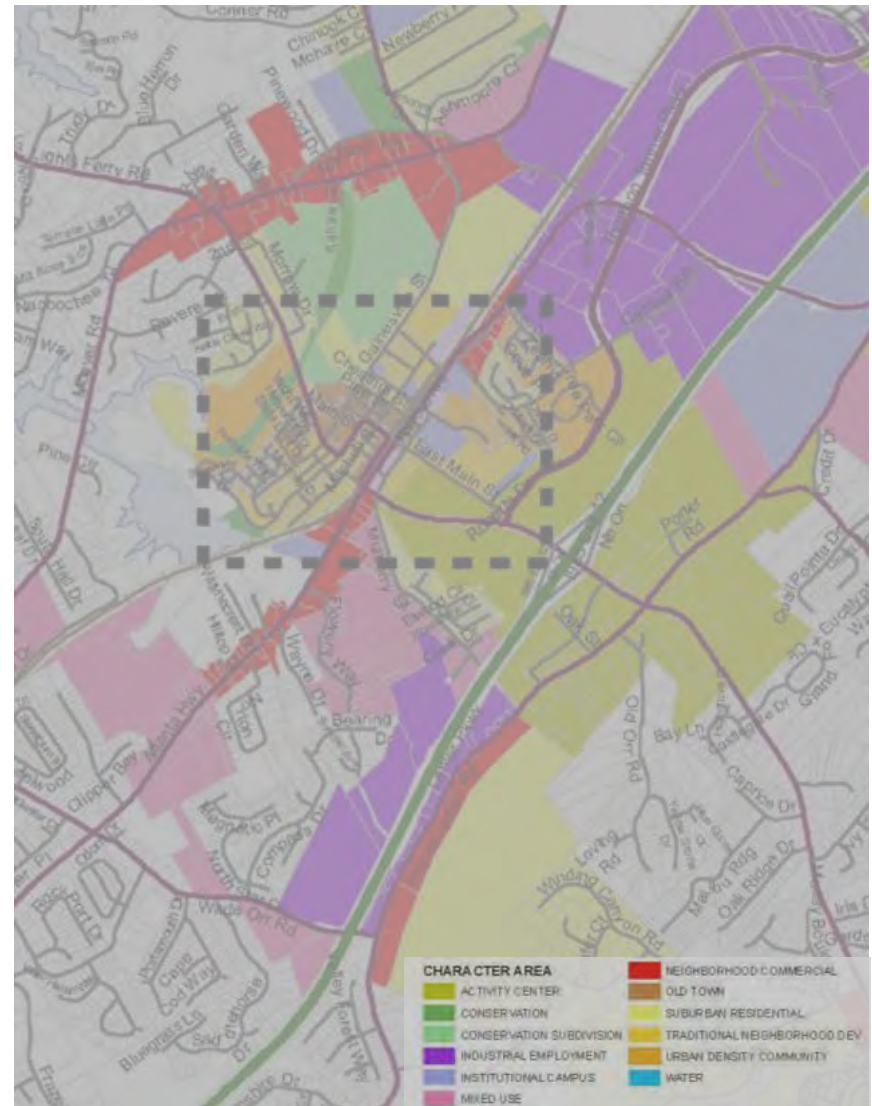
Adopted June 16, 2016



What is a Comp Plan?

A policy document that:

- Establishes a **community vision** for growth over the next decades
- **Guides decisions** related to development of Flowery Branch
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 - Due June 30, 2021



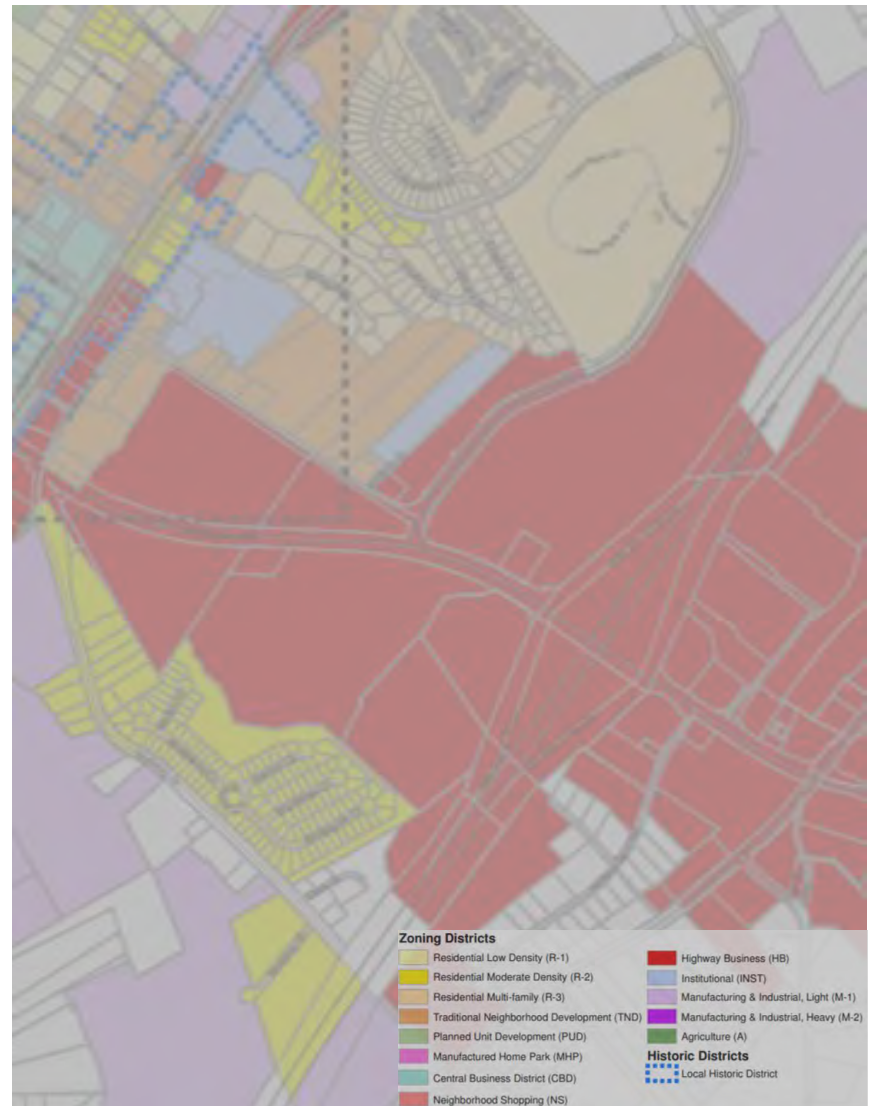
What is a Comp Plan?

A comprehensive plan **is not**:

- A regulation or ordinance
- Zoning

A comprehensive plan, upon adoption, **does not**:

- Create new regulations
- Change existing zoning
- Alter the development rights allowed by each property's existing zoning



DCA* Planning Requirements

- Needs & Opportunities
- Community Goals
- 5-Year Community Work Program
- Land Use Element
- Transportation Element (MPO** plans)
- Broadband Services Element
- Consideration of Regional Water Plan & Environmental Planning Criteria
- Community Involvement



Comprehensive Plan Update
June 30, 2021



ENVISION OUR FUTURE

* Georgia Department of Community Affairs

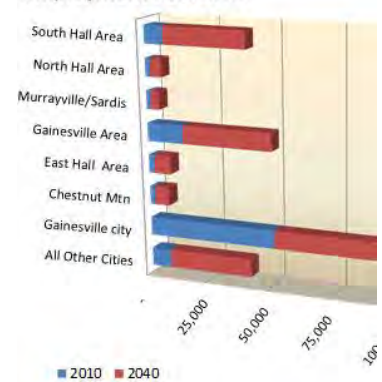
** Gainesville-Hall County Metropolitan Planning Organization

Other Considerations

- Economic Development
- Housing
- Historic & Natural Resources



Employment Forecasts



HAVE YOUR SAY ABOUT WHAT HAPPENS TO DOWNTOWN FLOWERY BRANCH!

The **City of Flowery Branch** is about to invest in the redevelopment of the **Downtown Business District!**

The City wants your opinions and ideas about what should be developed. Please take the time to complete our short **public opinion survey** on the subject.

- 1 **\$100** Gift Card to **Antebellum Restaurant**
- 2 **\$50** Gift Card to **Crossroads Bar and Grille**
- 3 **\$25** Gift Card to **Liberty Candy**

Visit www.projectsveys.com/flowery-branch to take the survey or scan the QR code with your smartphone!

Flowery Branch



Rendering of the Crest at Flowery Branch Phil Niekro apartments.

Community Involvement

- 2 Public Hearings (required)
- Project Listserv
- Public Outreach Materials
- Virtual Input Sessions
- Community Survey
- Social Media
- Project Website



Help plan for Flowery Branch's next 20 years of growth and development!

What does our future look like?



Learn more and participate today!



Stay tuned for details on upcoming activities!

www.FloweryBranchCompPlan.com

 **CityofFloweryBranch** @CityofFB · Dec 30, 2020
Join us on Friday, January 8th, 11:45am - 1pm, for a Virtual Community Visioning Meeting to help shape the City's long-term plan for future growth and development. The Zoom meeting will open at 11:45am with formal start at noon. Join on January 8 at flowerybranchcompplan.com.

JOIN US JANUARY 8TH

Flowery Branch
Virtual Community Visioning
Meeting

11:45am - 1pm

Help us identify what to Preserve,
Change, and Create



Help Shape the Vision

What should drive Flowery Branch's future growth and development? Help identify top goals and initiatives and share your thoughts on current growth.

START 1 Dec

END 15 Jan

[Take the Visioning Survey](#)

[News](#)

[City of Flowery Branch Comprehensive Plan 2041
Kick-Off Meeting](#)

Breakout Group Discussion

Tell us what you want to:

- Preserve
- Change
- Create

Using:

- Icons
- Sticky notes
- Illustrative photos

GROUP A

facilitators:
Paige Hatley, Sarah Beddington

YOUR TOOLS

PRESERVE ○○○○○○○○



CHANGE ↗↗↗↗↗↗↗↗



CREATE 🏠🏠🏠🏠🏠🏠🏠🏠

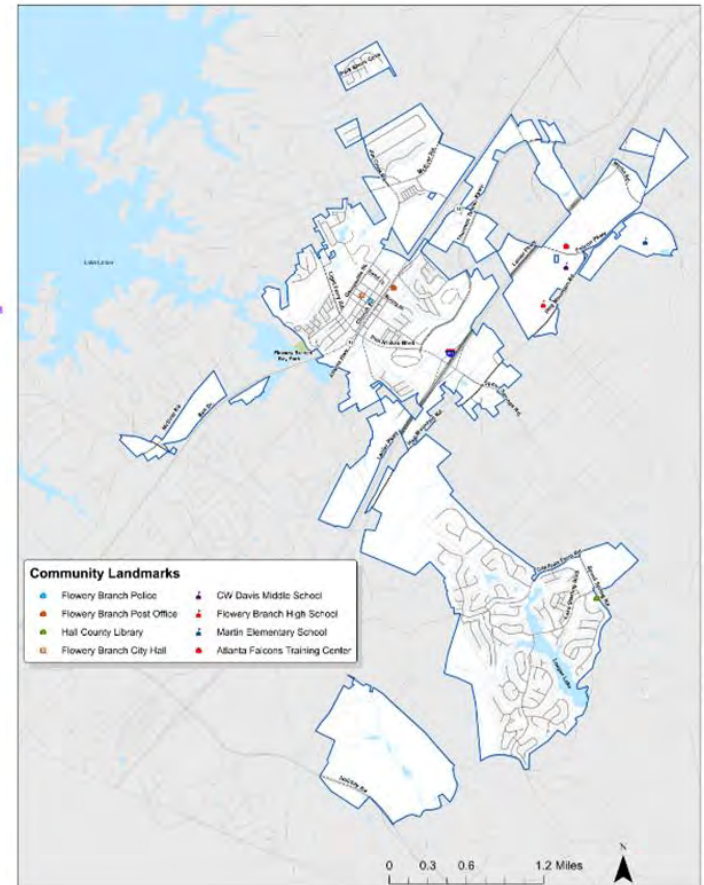


Engage 🗣️🗣️🗣️🗣️🗣️🗣️🗣️🗣️

Advocate 🗣️🗣️🗣️🗣️🗣️🗣️🗣️🗣️

Think in Impacts 🌟🌟🌟🌟🌟🌟🌟🌟

Share this idea ❤️❤️❤️❤️❤️❤️❤️❤️



GROUP A

facilitators:
Paige Hatley, Sarah Beddington

YOUR TOOLS

PRESERVE ○○○○○○○○○○



CHANGE ↗ ↘ ↗ ↘ ↗ ↘ ↗ ↘



CREATE 🌳 🌳 🌳 🌳 🌳 🌳 🌳 🌳

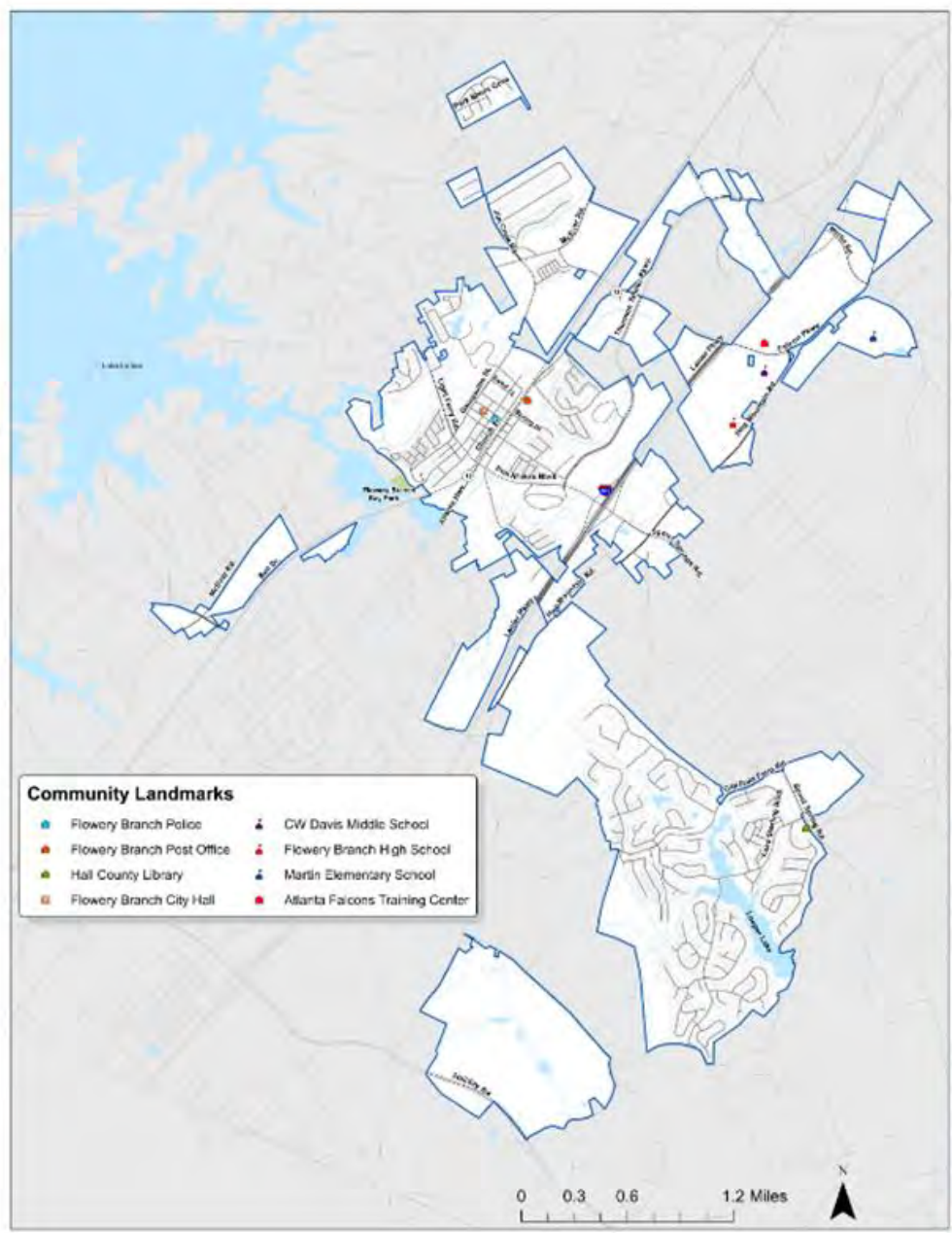


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GROUP A NOTES

Preserve

Change

Create

Other

Legend

- City of Flowery Branch
- Interstate
- Minor Road
- Major Road
- Railroad
- Stream
- Parcels
- Body of Water

Next Steps

- Promote Survey (open through **Jan. 15**)
- www.FloweryBranchCompPlan.com
- Meet again before April
- Submit Plan to DCA for review & adopt by June 30, 2021





Flowery Branch Comprehensive Plan Update

4.1.21 Information Session

Information Session FAQ

Two parts to the presentation:

1. Recommended **action items** to implement the plan over the next five years, covering a variety of topics: *historic and natural resource protection, housing, economic development, community facilities and services, and transportation*

✓ = Action that was previously completed or is underway

→ = Proposed new action

2. Land use will be addressed in the draft **Future Development Map** and character area descriptions; the FDM is used on a day-to-day basis

These are the core components of the plan, with a complete draft document that fully describes the “vision” for growth and development being finalized soon.



Comprehensive Plan Update

April 15, 2021 **DRAFT**



ENVISION OUR FUTURE

Information Session FAQ

The basis for the plan's recommendations includes public input...

- Interactive website
- Online survey
- City's website
- City's social media pages
- Virtual Meeting 1
- Today's Virtual Meeting 2
- Public Hearing



Zoom meeting link: <https://us02.web.zoom.us/j/85090682868>

Zoom meeting ID: 850 9068 2868

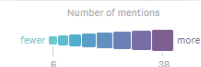
Dial in number (if joining by phone): +1 301 715 8592

[Join Here!](#)

www.flowerybranchcompplan.com



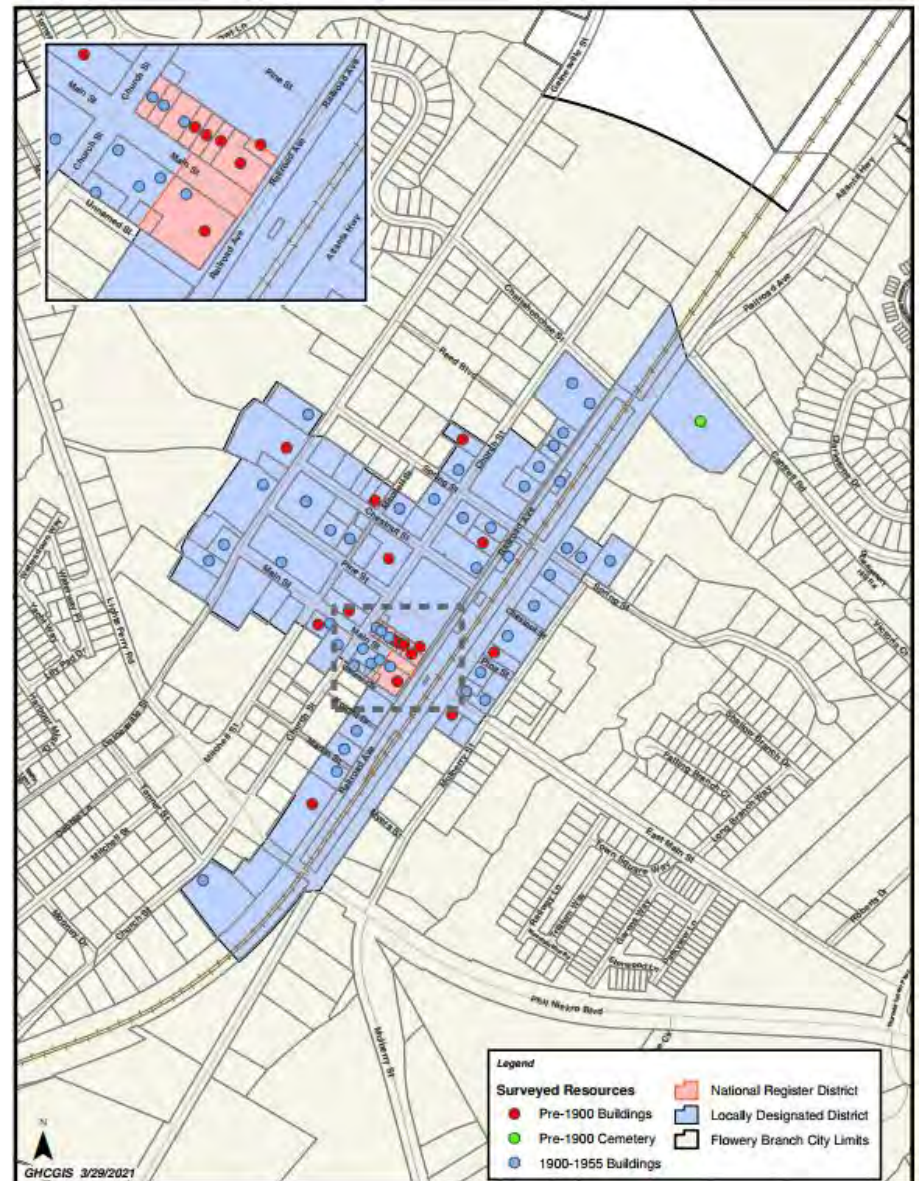
infrastructure housing developments people restaurants traffic parks
housing neighborhoods development sidewalks
MF apartments businesses roads small town feel
Downtown Area schools Affordable Housing Devt homes
community warehouses



Proposed Action Items

Historic Preservation

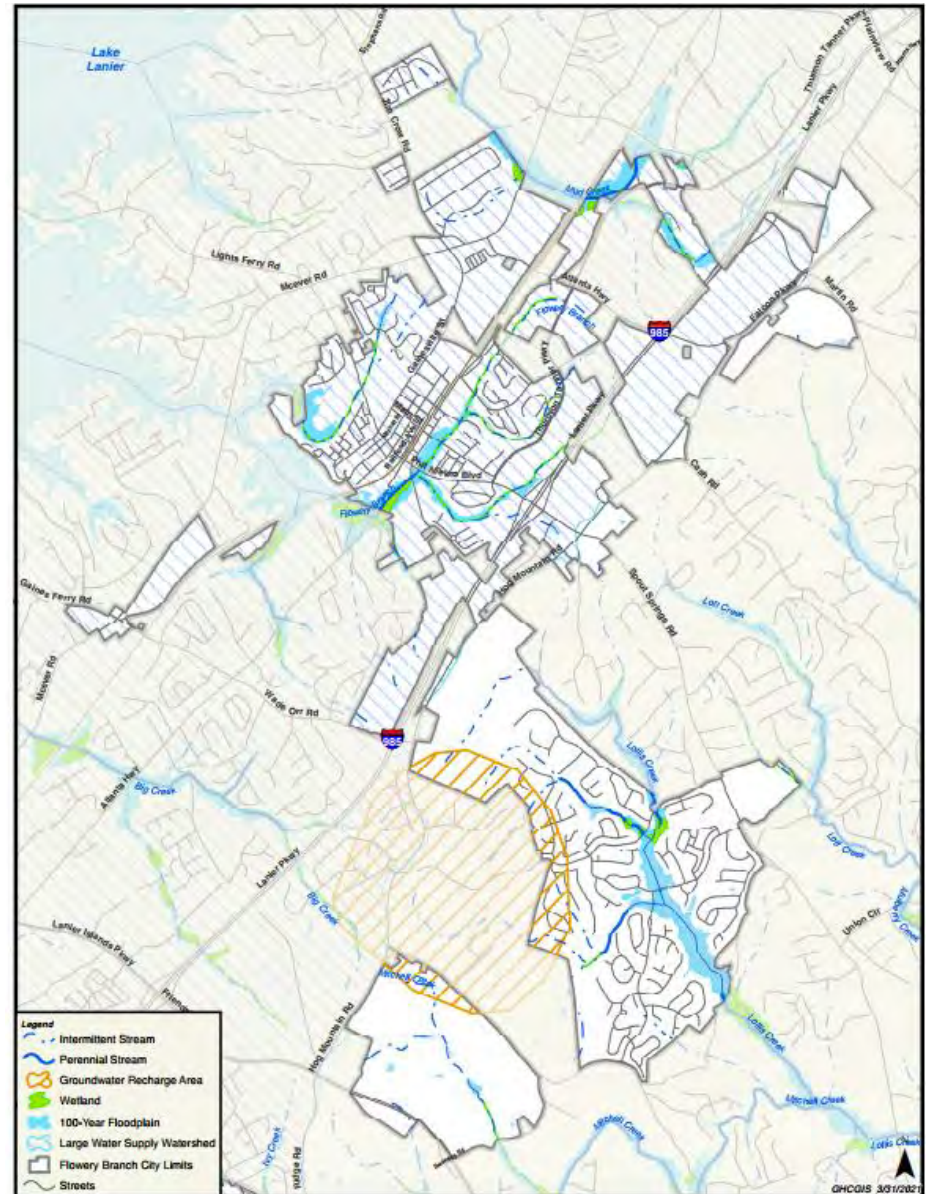
- ✓ Flowery Branch Historic District
- ✓ Historic Preservation Commission
- ✓ Repairs to Caboose (painting) and Depot (new windows) buildings
- ✓ Repairs to City-owned Main Street buildings
- *Update citywide Historic Resources Survey (2003)*
- *Codify general “Historic District Design Guidelines” from the 2016 Comprehensive Plan (to be used in conjunction with Historic District Sign Guidelines)*
- *Prepare tailored, stand-alone Historic District Design Guidelines*



Proposed Action Items

Natural Resources

- ✓ Soil Erosion, Sedimentation and Pollution Control Ordinance
- ✓ Groundwater Use Ord.
- ✓ Illicit Discharge and Illegal Connection Ord.
- ✓ Litter Control Ord.
- ✓ Outdoor Watering of Landscape Ord.
- ✓ Stormwater Management Ord.
- ✓ Development on Steep Slopes Ord.
- ✓ Stream Buffer Protection Ord.
- ✓ Floodplain Management Ord.
- ✓ Conservation Subdivisions Ord.
- ✓ Buffers, Tree Protection and Landscaping Ord.
- *Adopt Water Supply Watershed Protection Ordinance*
- *Adopt Groundwater Recharge Protection Area Ordinance*
- *Amend Buffers, Tree Protection and Landscaping Ordinance to strengthen tree retention (including specimen trees) & planting requirements*
- *Submit Tree City USA application in concert with Buffer, Tree Protection and Landscaping Ordinance amendments*
- *Evaluate effectiveness of minimum open space requirements in all zoning districts; updates to also address incorporation of trail segments identified in adopted plans*
- *Amend clearing and grading standards to clearly delineate requirements and address mass grading*



Proposed Action Items

Housing

- ✓ Varied housing types allowed by zoning
- ✓ Property Maintenance Code adopted
- *Amend City's Architectural Design Standards to address residential uses*
- *Update housing mix policy to 70% single-family / 15% townhomes / 15% apartments*
- *Prepare a citywide Housing Study that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs*
- *Expand code enforcement ability by increasing full-time personnel*



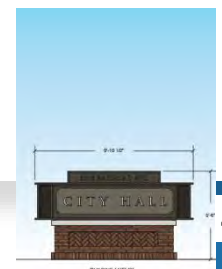
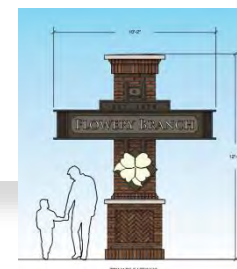
Proposed Action Items

Economic Development

- ✓ Old Town and Commercial Gateways Tax Allocation District
- ✓ Old Town Redevelopment Plan & implementation
- ✓ Leasing contract with realtor for city-owned downtown retail spaces
- ✓ Downtown Dining Overlay District
- ✓ Participation in Gainesville-Hall Economic Development Council
- *Update 2014 Old Town Redevelopment Plan*
- *Promote local initiatives and events via newly created Events and Information Coordinator & Downtown Manager positions*
- *Conduct “ease of doing business” assessment of development-related processes*
- *Implement City-Wide Signage Project*



2014 Old Town Redevelopment Plan

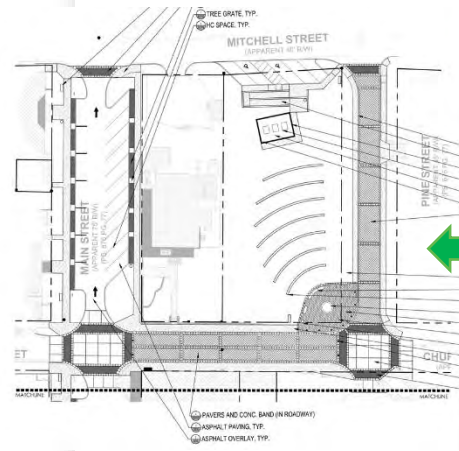


Proposed Action Items

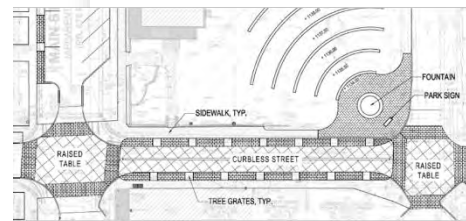
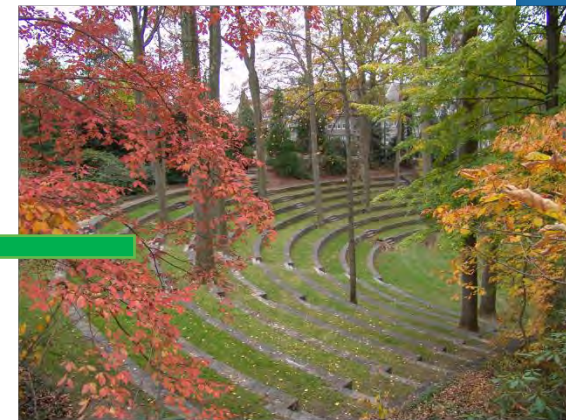


Community Facilities & Services

- ✓ Approved GEFA loan applications for major sewer and water improvement projects, including expansion of wastewater treatment plant to increase capacity needed to serve future growth
- ✓ Stormwater improvements (downtown and East Main & Lights Ferry)
- ✓ New City Hall and Police Department
- ✓ Pocket park at Lights Ferry/Mitchell St. round-about
- Construct Farmer's Market Pavilion Park, Pine Street Park, Chestnut St. Park
- Conduct Stormwater Utility Feasibility Study
- Coordinate with Hall County on the use of impact fees for parks and trails projects



Future Pine Street Park with amphitheater, pavilion, and curbless street between Main & Pine

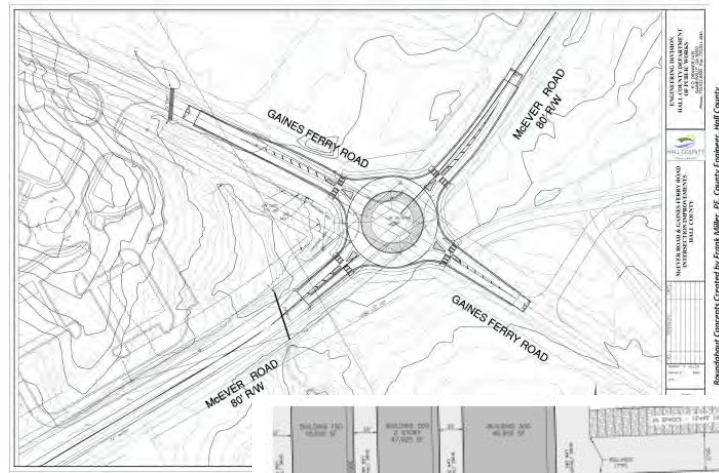


Proposed Action Items

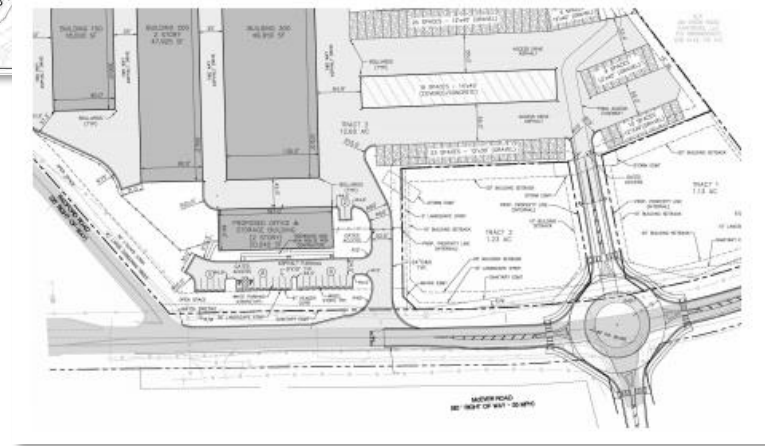
Transportation

- ✓ Annual road paving program
- ✓ Participation in Gainesville-Hall MPO
- ✓ McEver Road Intersection Report (2021)
- ✓ South Hall Trail Study
- ✓ Sidewalks required in new developments
- ✓ East Main St. speed limit reduced to 25 MPH, which can accommodate golf carts
- ✓ Installation of multi-use trail segments facilitated by conditions of zoning (Gainesville Street and Woodfield Apartments; see at right)

- Coordinate with Hall County to implement McEver Road roundabouts (@Gaines Ferry and Radford Roads)
- Coordinate with GDOT to evaluate signalization timing at Atlanta Highway/Phil Niekro
- Prepare Citywide Traffic Improvement Study
- Expand criteria for triggering a Traffic Impact Study with development proposals
- Construct East Main Street trail (12' multi-use path from Thurmond Tanner Road to Flowery Branch City Park)
- Prepare Citywide Bicycle/Pedestrian Plan



Conceptual plans for roundabouts at McEver and Gainesville Ferry and Radford Roads



A conservation and trail easement granted to the City will allow construction of a segment of a planned City multi-use trail

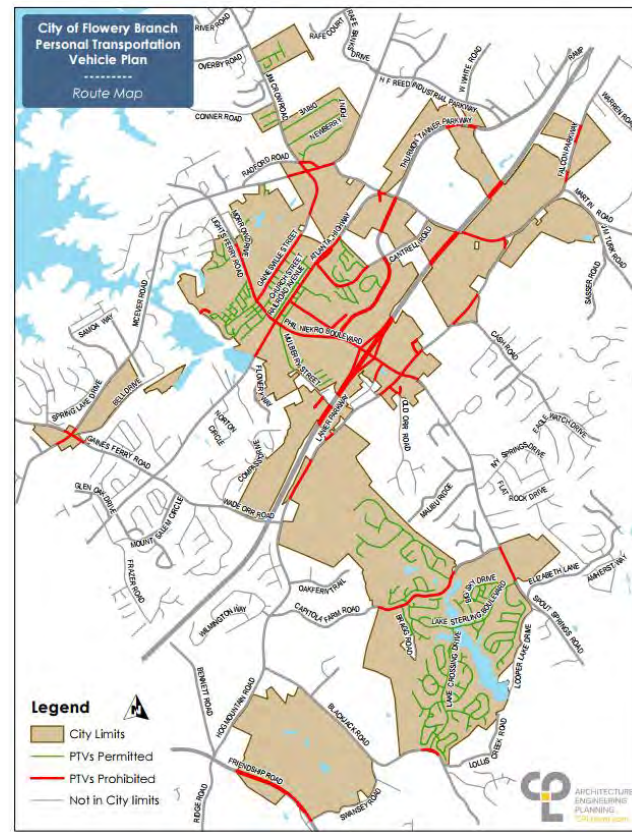


Proposed Action Items

Transportation

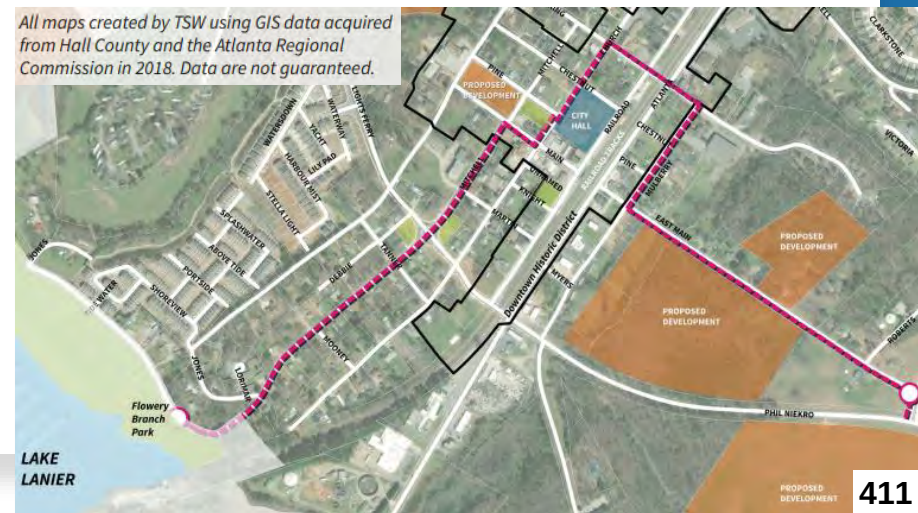
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The City's Personal Transportation Vehicle Plan has been amended to allow PTVs (golf carts) on East Main St.

The proposed Old Town Trail Network will connect Thurmond Tanner Road to Flowery Branch City Park via a 10' – 12' multi-use path.

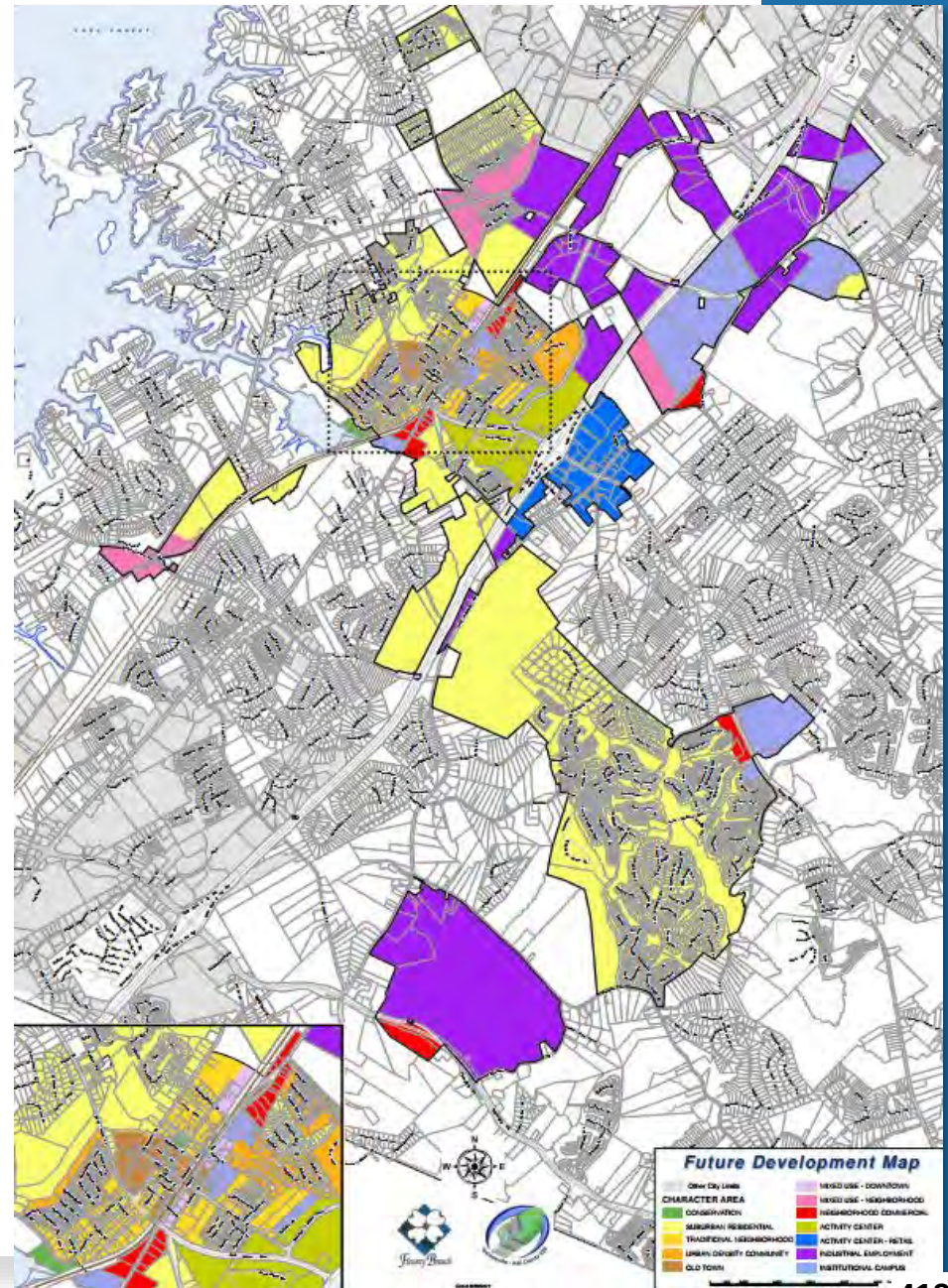


Future Development Map

(2021 draft; updates the 2016 map)

- CONSERVATION
- SUBURBAN RESIDENTIAL
- TRADITIONAL NEIGHBORHOOD
- URBAN DENSITY COMMUNITY
- OLD TOWN
- MIXED USE - DOWNTOWN
- MIXED USE - NEIGHBORHOOD *
- NEIGHBORHOOD COMMERCIAL
- ACTIVITY CENTER
- ACTIVITY CENTER - RETAIL *
- INDUSTRIAL EMPLOYMENT
- INSTITUTIONAL CAMPUS

* Change in name (from 2016 plan)

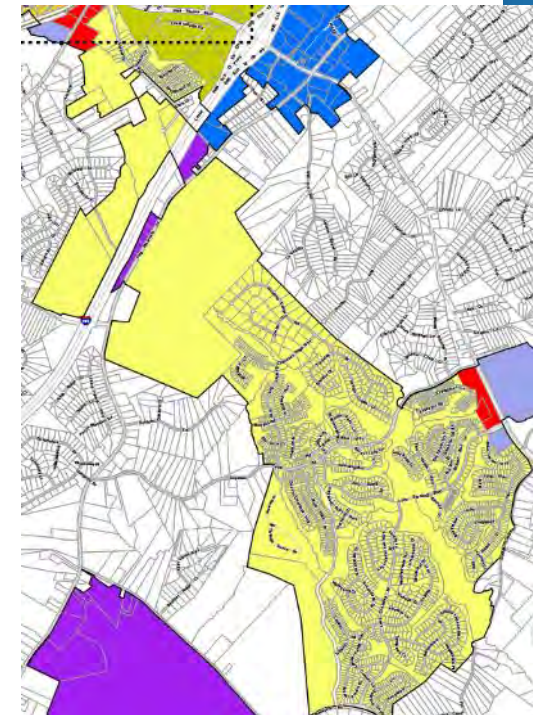
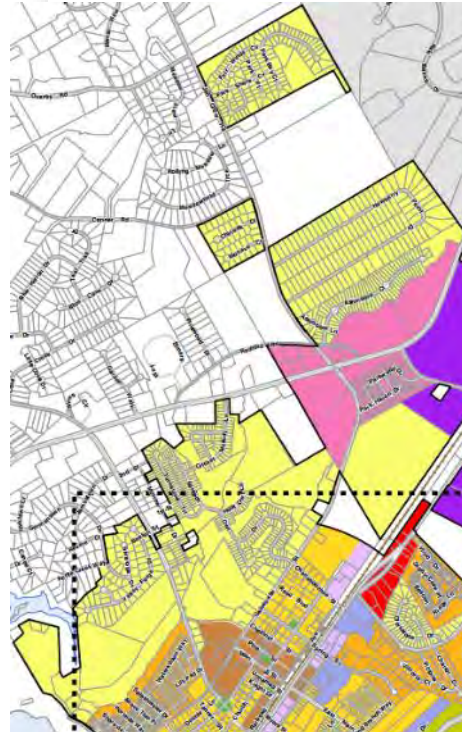


Character Areas

SUBURBAN RESIDENTIAL

- Includes established neighborhoods and the potential for quality new residential construction at suburban densities
- Map reflects re-zonings to residential and new development since 2016
- Lowest density residential classification (1 to 3 du/ac *), consistent with /supported by the R-1 and R-2 zoning districts for single-family dwellings
- Planned Unit Development (PUD) zoning district is appropriate for a single-family development (with potential flexibility in lot sizes and/or density for single-family dwellings upon meeting enhanced open space and design requirements)
- *Update PUD requirements to enhance open space and site design requirements*
- *Amend City's Architectural Design Standards to address residential buildings*

* Dwelling units per acre



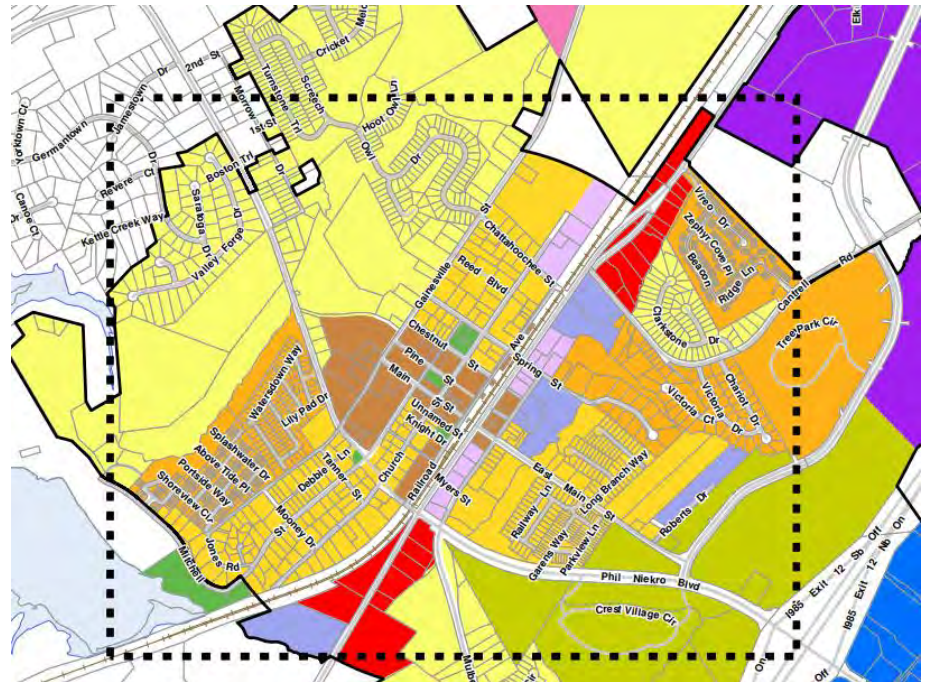
Character Areas

TRADITIONAL NEIGHBORHOOD

- “In-town” residential that is primarily adjacent to the downtown core (Old Town), following traditional development patterns; includes in-fill development opportunities
- Single-family homes and townhouses (up to 6.5 du/ac) allowed
- TND (Traditional Neighborhood Development) zoning district implements this character area

URBAN DENSITY COMMUNITY

- The map reflects existing multi-family and townhouse developments
- Apartments, townhouses, and manufactured home parks (6 to 12 du/ac) are allowed if the appropriate zoning is in place
- Zoning districts appropriate for this character area are R-3 Residential Multi-Family, PUD (which could allow a mix of dwelling types) and MHP Manufactured Home Park



For both character areas, there is a need to amend the City's existing Architectural Design Standards to address residential buildings

Character Areas

TRADITIONAL NEIGHBORHOOD

- “In-town” residential that is primarily adjacent to the downtown core (Old Town), following traditional development patterns; includes in-fill development opportunities *(see top and far right photos of Mitchell and Pine Streets)*
- Single-family homes and townhouses (up to 6.5 du/ac) allowed
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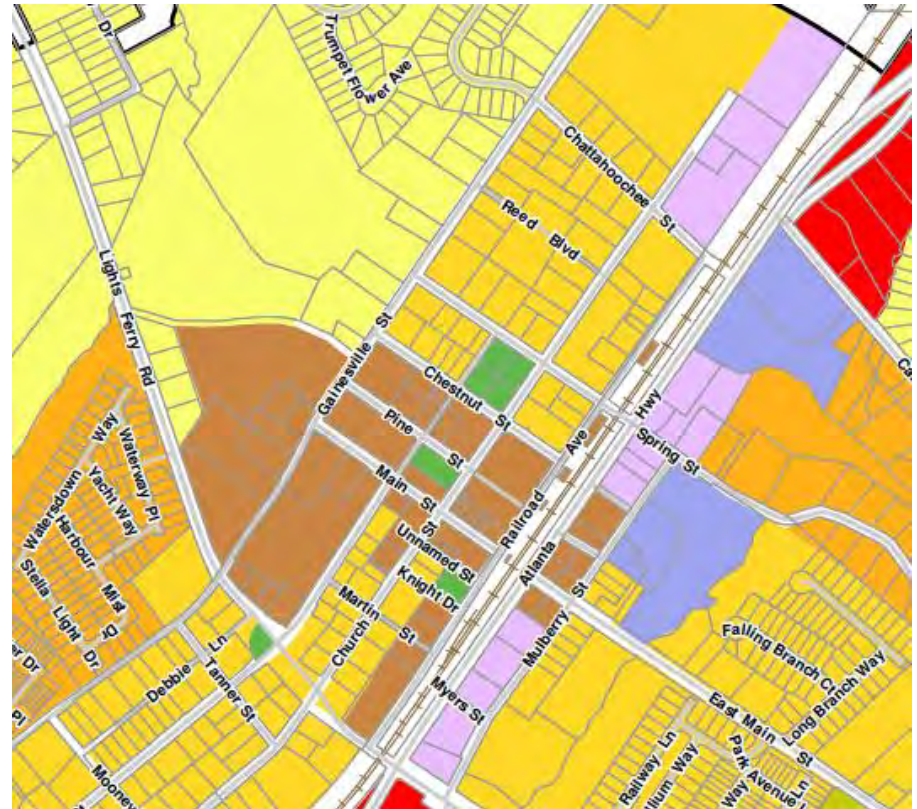
Character Areas

OLD TOWN

- Historic central business district, includes a significant portion of the Old Town Redevelopment Plan (2014) boundary and the locally-designated Flowery Branch Historic District
- CBD Central Business District and TND zoning districts implement this character area
- *Update to Old Town Redevelopment Plan facilitates administration of the CBD District; the plan identifies acceptable use types/densities*

MIXED USE - DOWNTOWN

- Development and adaptive reuse of buildings that support a mix of commercial uses in a manner that complements the historic character and building scale of Old Town
- Predominantly parcels along the RR not included in the Flowery Branch Historic District
- CBD, NS
- *Assess Architectural Guidelines and Pedestrian Retail design standards*



The boundaries of these character areas remain unchanged from the 2016 Comprehensive Plan

Character Areas

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Mixed-use buildings on Main Street in Old Town with space for ground floor retail and second floor apartments



View from Main Street: buildings in the Mixed Use – Downtown character area include residence converted to commercial uses



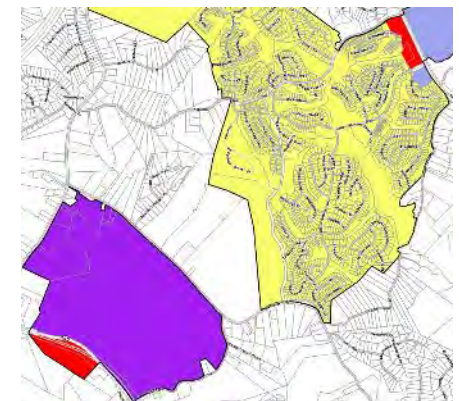
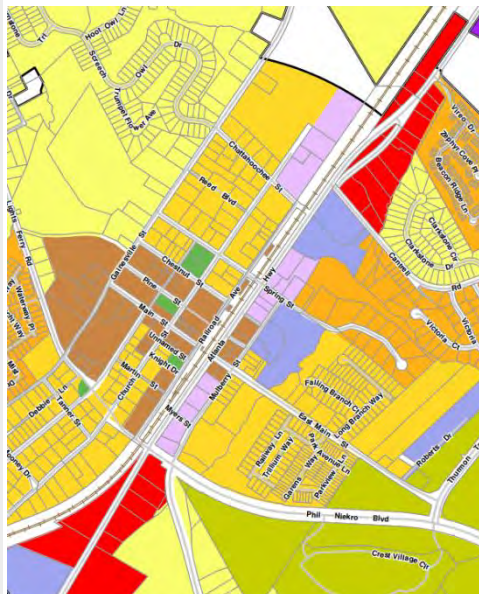
Character Areas

MIXED USE - NEIGHBORHOOD

- Formerly “Mixed Use” on the 2016 map
- Locations are appropriate for commercial development at significant intersections that is intended to serve surrounding neighborhoods
- Consideration also given to mixed use developments with commercial uses or open space/ recreation oriented to existing public streets (via proposed PUD zoning district)
- NS Neighborhood Shopping and PUD zoning districts are appropriate
- *Assess existing Architectural Guidelines and Pedestrian Retail design standards to ensure desired quality of development can be achieved*

NEIGHBORHOOD COMMERCIAL

- Smaller-scale commercial uses to serve the local area are appropriate (vs. regional / “big box” commercial)
- NS zoning district is appropriate
- *Assess existing Architectural Guidelines*



Character Areas

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- NS zoning district is appropriate
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Future “The Farm” mixed-use development at McEver/Gaines Ferry



1. Emphasis on open space in a mixed-use development concept



Brick, small monument sign, and landscaping in a local gas station

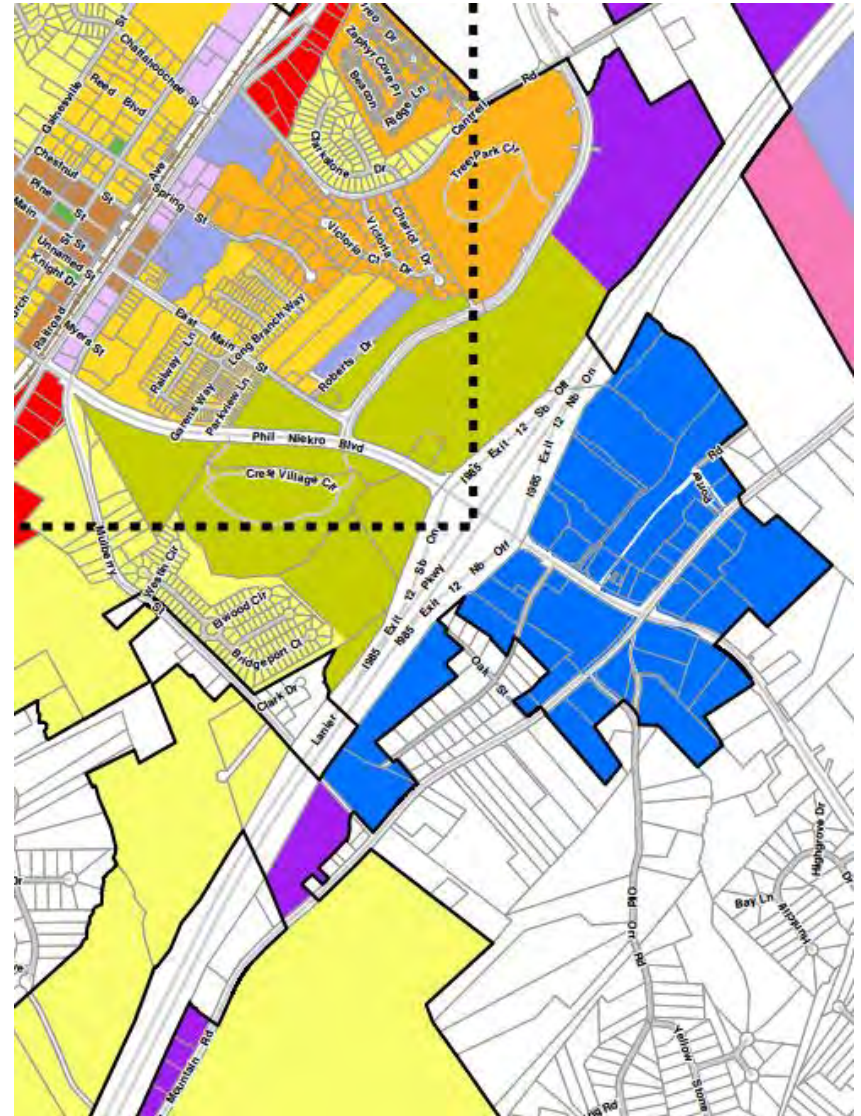
Character Areas

ACTIVITY CENTER

- Emphasis on commercial uses, with the opportunity for residential in a mixed-use setting where there is the potential for pedestrian access to Old Town via East Main
- Highway Business HB and PUD zoning districts implement this character area
- *Amend HB zoning district to limit uses to those that are solely commercial in nature; mixed-use proposals should be zoned to PUD to better regulate building and site design*

ACTIVITY CENTER - RETAIL

- “New” classification (formerly part of “Activity Center” above)
- Commercial uses, continuing development around Stonebridge Village and Village Shoppes
- HB zoning district is appropriate



The combined boundaries of the two character areas generally comprise the “Activity Center” character area boundary in the 2016 Comprehensive Plan

Character Areas

ACTIVITY CENTER

- Emphasis on commercial uses, with the opportunity for residential in a mixed-use setting where there is the potential for pedestrian access to Old Town via East Main
- Highway Business HB and PUD zoning districts implement this character area
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- “New” classification (formerly part of “Activity Center” above)
- Commercial uses, continuing development around Stonebridge Village and Village Shoppes
- HB zoning district is appropriate

Examples of mixed-use developments with accessible commercial uses and higher-density residential uses to the rear



Stonebridge Village shopping center



Character Areas

INDUSTRIAL EMPLOYMENT

- The map includes existing industrial uses and zoned properties (west side of 985) and industrial properties under development (east side of 985), as well as some additional parcels in close proximity to Exit 14
- M-1 Light Industrial and M-2 Heavy Industrial zoning districts support this character area
- *Evaluate existing Architectural Guidelines to ensure requirements support desired building materials, lighting, landscaping, and buffers*



INSTITUTIONAL CAMPUS

- Like the 2016 map, the 2021 map reflects the Falcons Training Facility, public schools, large churches, County library, and some City-owned properties
- Supports campus-style development, including office parks
- INST Institutional and O-P Office Professional zoning districts are appropriate for this character area
- *Strengthen building and site design standards for Office, Institutional, Business Parks, and Industrial Parks and Campus by more clearly delineating requirements vs. guidelines*



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- *Strengthen building and site design standards for Office, Institutional, Business Parks, and Industrial Parks and Campus by more clearly delineating requirements vs. guidelines*



Next Steps

- Finalize Preliminary Draft
- April 15 Public Hearing (in-person City Council meeting)
- April Transmittal to Georgia Mountains Regional Commission for required review process
- June Adoption of Comp Plan



Appendix D. Flowery Branch Historic District Guidelines

The following map and guidelines are carried forward from the 2016 Comprehensive Plan Update.

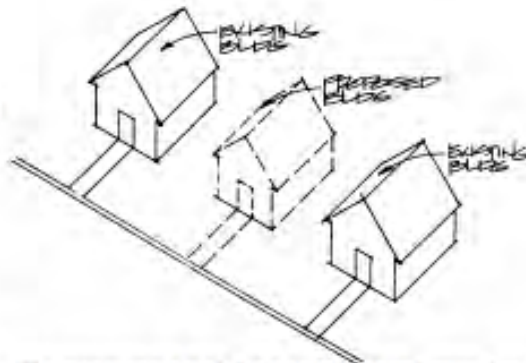


Local Historic District Design Guidelines

1. **Block Size and Width.** Some of the blocks in the redevelopment area boundary are short and narrow, with some block widths are less than 200 feet while others average approximately 300 feet. As redevelopment of blocks in the area occurs, the development should take place on subdivided blocks of land that are no more than 300 feet in block width, unless it can be shown that a larger block configuration is needed to facilitate the redevelopment proposal. To the extent possible, the pattern of small city blocks should be retained as redevelopment occurs.

2. **Building Frontage.** New building construction needs to front on the existing street. The main entrance of new construction should not be located on a side elevation or rear elevation.

3. **Building Placement and Setbacks.** Building setbacks for redevelopment should maintain the existing setback established by existing historic buildings. All redevelopment should follow the prevailing setbacks of the adjacent blocks.



The proposed building (middle) follows the prevailing setback established by adjacent structures.

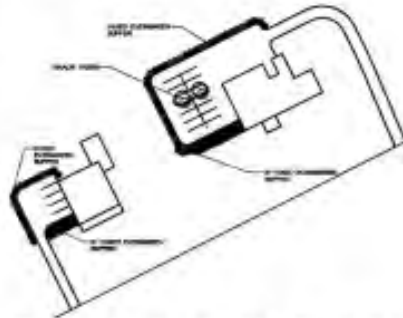
4. **Building Elevations.** New construction should follow the established patterns of existing buildings, including roof pitch, fenestration, materials, scale, and texture. The elevations of buildings should be embellished with architectural features so that a blank elevation (defined as horizontal or vertical distance on an elevation exceeding 15 feet without an architectural feature) is not presented to the residences and passersby along streets. Architectural details that do not belong to the period or style of the district are not appropriate for detailing on new construction. Architectural details should be determined from the project's area of influence, as well as those found within the district, and must promote architectural interest. These features must be balanced and not create a cluttered appearance. Exterior materials for one- to two-story building construction may be of wood siding or masonry, or a combination of the two. Exterior materials for infill construction in excess of two stories should be masonry construction.
5. **Adaptive Use of Residential Structures.** Proposed new uses for residential buildings in the historic district should be compatible with the historic property so that minimal changes are necessary. When adaptive reuse is complete, the property should still be recognizable as a residential property.
6. **Building Additions.** Additions should be designed to have the least effect possible on historic materials or character-defining elements of the historic building or landscape. Additions should be placed on the rear or on an inconspicuous side of the historic building, and they must be compatible with the original building materials, relationships of solids to voids, and color.

The size and scale of the addition should be limited in relationship to the historic building. Additional stories, when required for a new use, should be set back from the wall plane and should be as inconspicuous as possible when viewed from the street. Additions to the side of a historic building should not be flush with the front facade. Appropriately-designed side additions to historic buildings will be stepped back from the front facade, as far back as possible. Design of a new addition must be clearly differentiated so that the addition is not mistaken for part of the original building and also does not damage the historic fabric of the existing building. Additions that could be easily removed, at a later date, are encouraged by the construction of breezeways, open or enclosed.



The proposed addition to this building is placed on the rear elevation, is clearly differentiated from the original structure, and is appropriately scaled.

7. **Porches.** Historic porches located on a primary elevation should not be enclosed. Historic porches located on the side, or rear may be enclosed when establishing a new use. The enclosure of the porch must be carefully designed in a manner that preserves the historic character and form of the original building. This can include using large sheets of glass and recessing the enclosure wall behind existing scrollwork, posts, and balustrades.
8. **On-street Parking.** On-street parking should be provided where permissible by zoning and other regulations as a supplement to off-street parking.
9. **Off-street Parking Lots.** Off-street parking should not front on a road right-of-way, but rather, it should be placed to the rear (preferred) or side of buildings. Parking lots should be divided into smaller parking areas and "softened" by planted tree islands or other landscape treatments. Trees planted within and on the periphery of parking lots should be of sufficient canopy to provide shade to pedestrians and vehicles at maturity.



The parking lots in this illustration are appropriately located to preserve the prevailing setbacks of the structures.



**CITY OF FLOWERY BRANCH
COUNTY OF HALL
STATE OF GEORGIA**

RESOLUTION #21-007

ADOPTING THE CITY OF FLOWERY BRANCH COMPREHENSIVE PLAN 2041

WHEREAS, the City of Flowery Branch, Georgia has prepared an updated comprehensive plan, *Flowery Branch Comprehensive Plan 2041*; and

WHEREAS, this document was prepared according to the Minimum Standards and Procedures for Local Comprehensive Planning effective October 1, 2018 and established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Flowery Branch's Comprehensive Plan update has been reviewed by the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs and found to be in compliance with the minimum Standards and Procedures for Local Comprehensive Planning.

NOW, THEREFORE, BE IT RESOLVED, that the City of Flowery Branch, through the Mayor and City Council, does hereby adopt *Flowery Branch Comprehensive Plan 2041*.

BE IT FURTHER RESOLVED that a copy of this Resolution and the final Comprehensive Plan document will be forwarded to the Georgia Mountains Regional Commission within seven (7) days of the adoption of this Resolution.

ADOPTED AND APPROVED, THIS THE 17th DAY OF JUNE 2021.

James M. Miller, Mayor

ATTEST

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider May 20, 2021 Meeting Minutes

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [May 20, 2021 Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, May 20, 2021 at 6:00 PM
City of Flowery Branch City Hall
5410 W. Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Mike Miller called the meeting to order at 6:03 p.m.

PRESENT: Mayor Mike Miller and Councilmembers Chris Mundy, Ed Asbridge, Leslie Jarchow and Amy Farah.

ABSENT: Joe Anglin (until the end of Executive Session).

Also present were Vickie Short, Interim City Manager, Shelia Cooper, Interim Assistant City Clerk, Ron Bennett, City Attorney, Alisha Gamble, Finance Director, Rich Atkinson, Planner, Bill Whidden, Public Works Director, Sgt. Dalton Hall, PD Patrol Commander, Chris Hulse, Interim Police Chief, Jimmy Dean, Water/Wastewater Director

PLEDGE OF ALLEGIANCE:

Mayor Mike Miller led the Pledge of Allegiance.

UNFINISHED BUSINESS - WORK SESSION:

First Reading of the 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.

NNP Looper Lake has withdrawn the application to rezone Tax Parcel 15047 000885. Mayor Mike Miller asked Mr. Atkinson to explain to the citizens the present application. Mr. Atkinson presented the details of the applicant's request.

First 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 (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

Mr. Atkinson explained the zoning request and reported that the traffic study was completed as requested by Mayor and Council.

Clark Kennedy, with Clark, Patterson, Lee CPL fielded several questions. Mr. Billy Stark, with Stark Enterprises fielded several questions.

Mr. Asbridge questioned the traffic study and was advised that the proposed community will not impact traffic negatively on Mulberry during Phase One. The traffic study does point out that there is already a traffic issue as it currently sits. The traffic study suggests a turning lane be added to compensate for the additional traffic on Mulberry Street during Phase Two. Mrs. Farah asked for clarification on the traffic levels and asked for an explanation on the grading of the traffic study. Mr. Kennedy explained that a Grade D is acceptable and that a Grade E or F is failing. The city is currently a Grade C for that area. Mr. Asbridge continued to question the turning lanes.

Mr. Billy Stark explained the property as having 5 streams and 19 acres of open space. He also explained this is the reasoning behind building townhomes versus single family homes. The land cost's factor into the price of the structures. Less homes equals higher cost for the homeowner. Mayor Miller asked about the price and size of the townhomes. Mr. Stark advised that 1,650 to 1,850 square foot townhomes will be priced between \$250,000 to \$275,000. Mr. Stark advised the 2,200 to 2,500 square foot single family homes will start at \$300,000 and up.

NEW BUSINESS-WORK SESSION:

Resolution 21-004: 5318 Railroad Ave and The Depot Repairs Budget Adjustment Request

Mrs. Gamble presented the details and costs for the rental property located at 5318 Railroad Avenue and bathroom repairs and upgrades at The Depot. Mr. Asbridge asked if the windows had already been replaced at 5318 Railroad Ave, however Mrs. Gamble reminded him that the windows had been replaced at The Depot. Mr. Mundy requested a timeline for both projects and Mrs. Gamble reported that the 5318 Railroad projected is estimated to 10-11 weeks and The Depot bathroom is estimated to 5-6 weeks.

DEPARTMENT REPORTS:

Interim City Manager Report

Ms. Short presented a list of the 31 current, completed, or projected developments going on in the city. She also reported that the Finance Department is working with each department on the final budget expenditures for FY2021. Mrs. Gamble is also preparing the budget and millage rate information for FY2022. Staff is gearing up for audit preparations. The Public Works Department has several pending projects with the large meter replacements and continuation of repairs at the Depot and 5318 Railroad Avenue building. Ms. Short advised that the police department is adding a new patrolman on May 24, 2021. She advised the final stages of the new sewer plant plans are expected to be completed at the end of this month. Ms. Short spoke about the downtown development being the forefront of the priorities and that the project requires input from planning, finance as well as public works. The City staff is in unprecedented times regarding growth. Each department is committed to assuring the completion of each of the projects as well as continuing to provide the needs of our citizens.

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

Consider May 6, 2021, Council Meeting Minutes

Consider Mayor Mike Miller Per Diem

There was a motion made to approve consent agenda.

MOTION: Leslie Jarchow

SECOND: Ed Asbridge

AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah

NAYS: None

Motion carried.

UNFINISHED BUSINESS - VOTING SESSION:

First Reading of the 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.

There was a motion made to approve withdrawal of the application.

MOTION: Ed Asbridge

SECOND: Leslie Jarchow

AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah

NAYS: None

Motion carried.

First 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).

Mr. Bennett read the caption.

There was a motion made to approve First vote. Staff recommends approval.

MOTION: Ed Asbridge
SECOND: Chris Mundy
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow
NAYS: Amy Farah
Motion carried.

Heritage Homes Group, LLC Land Exchange Amendment

There was a motion made to approve the Heritage Homes Group, LLC Land Exchange Agreement.

MOTION: Amy Farah
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

NEW BUSINESS-VOTING SESSION:

Resolution 21-004: 5318 Railroad Ave and The Depot Repairs Budget Adjustment Request

There was a motion made to approve a budget adjustment to move \$31,300 from the Public Works Department budget to City Hall/Buildings – Repairs & Maintenance to complete repairs at 5318 Railroad Avenue and The Depot.

MOTION: Amy Farah
SECOND: Ed Asbridge
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

EXECUTIVE SESSION:

There was a motion made to enter executive session executive session at 7:15 PM.

MOTION: Chris Mundy
SECOND: Amy Farah
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

There was a motion made to reconvene open session executive session at 8:40 PM.

MOTION: Amy Farah
SECOND: Chris Mundy
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

APPOINTMENT OF VICKIE SHORT AS INTERIM CITY MANAGER

There was a motion made to approve the appointment of Vickie Short as Interim City Manager.

This also includes adding Vickie Annette Short as a signor on the City of Flowery Branch bank accounts with Renasant Bank.

MOTION: Amy Farah
SECOND: Chris Mundy
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

APPOINTMENT OF SHELIA COOPER AS INTERIM ASSISTANT CITY CLERK

There was a motion made to approve the appointment of Shelia Cooper as Interim Assistant City Clerk.

MOTION: Amy Farah
SECOND: Ed Asbridge
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

ADJOURNMENT:

There was a motion made to approve adjournment at 8:44PM.

MOTION: Chris Mundy
SECOND: Ed Asbridge
AYES: Ed Asbridge, Chris Mundy, Leslie Jarchow, Amy Farah
NAYS: None
Motion carried.

Mayor – Mike Miller

Date

Assistant City Clerk – Shelia Cooper



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Mayor Miller Per Diem

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Consider Mayor Miller per diem.pdf](#)



**CITY OF FLOWERY BRANCH
MAYOR & COUNCIL ATTENDANCE SHEET
PER DIEM PAY**

NAME Mike Miller MONTH/YEAR June 2021

	MEETING DATE	DESCRIPTION OF MEETING
1	6/10/2021	Flowery Branch Farmer's Market Groundbreaking
2	6/11/2021	Dunkin' Donuts Ribbon Cutting
3		
4		
5		

My signature certifies that I am eligible to be paid for 2 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$100.00 (\$50.00 per mtg)

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: 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 17, 2021

HISTORY:

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

- [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

SUBJECT

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	5410 Chestnut 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 018001	Tax Year	2018	R.E. Taxes \$	863		
Neighborhood Name	Hall County	Map Reference	Aero 560 K03	Census Tract	0015.01		
Occupant	☐ Owner ☐ Tenant ☒ Vacant	Special Assessments \$	0	☐ PUD	HOA \$	0	☐ per year ☐ per month
Property Rights Appraised	☒ Fee Simple ☐ Leasehold ☐ Other (describe)						
Assignment Type	☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)						
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). DOM Unk;FMLS indicates the subject property has not been listed within the past twelve months. However, the subject is marketed for sale by owner.							

CONTRACT

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. Arms length sale;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;;							

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends				One-Unit 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	65	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 125	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 is less than three 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.								

SITE

Dimensions	See Tax Plat Attached.	Area	11,448 sf	Shape	See Attached Plat.	View	N;Res;
Specific Zoning Classification	R3	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

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

No apparent adverse easements, encroachments, special assessments, etc were noted at the time of inspection. None were made known to the appraiser. Subject does not appear to be in a flood hazard area.

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units ☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☒ Crawl Space	Foundation Walls	Concrete/Avg	Floors	HW/Tile/Carp/Avg
# of Stories 1	☐ Full Basement ☐ Partial Basement	Exterior Walls	Frame/Avg	Walls	Drywall/Avg
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp/Avg	Trim/Finish	Wood/Avg
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminium/Avg	Bath Floor	Tile/Vinyl/Avg
Design (Style) Ranch	☐ Outside Entry/Exit ☐ Sump Pump	Window Type	Sp/Wd/Avg	Bath Wainscot	Tile/Fiber/Avg
Year Built 1920	Evidence of ☐ Infestation	Storm Sash/Insulated	Insulated/Avg	Car Storage	☐ None
Effective Age (Yrs) 35	☐ Dampness ☐ Settlement	Screens	Yes/Avg	☒ Driveway	# of Cars 2
Attic ☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) # 0	Driveway Surface	Gravel/Dirt
☐ Drop Stair ☐ Stairs	☐ Other Fuel Gas	☒ Fireplace(s) # 1	☐ Fence None	☐ Garage	# of Cars 0
☐ Floor ☒ Scuttle	Cooling ☒ Central Air Conditioning	☒ Patio/Deck CvPt	☒ Porch CvdPr	☐ Carport	# of Cars 0
☐ Finished ☐ Heated	☐ Individual ☒ Other Fans	☐ Pool None	☐ Other None	☐ Att.	☐ Det. ☐ Built-in

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area above grade contains: 6 Rooms 3 Bedrooms 1.0 Bath(s) 1,607 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Energy efficient items are considered commensurate with the area and with the quality of construction indicated.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C4;Kitchen-updated-six to ten years ago;Bathrooms-updated-six to ten years ago;The subject is in average condition at this time. The floor plan appears functional and no significant repairs are necessary. The subject needs interior/exterior painting, sheetrock, carpet, and the exterior needs to be pressure washed. (see attached photos) 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.

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;			N;Res;		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	11,448 sf	23,087 sf	0		30,492 sf	0		24,394 sf	0	
View	N;Res;	N;Res;			N;Res;			N;Res;		
Design (Style)	DT1;Ranch	DT1;Ranch			DT1;Ranch			DT1;Ranch		
Quality of Construction	Q4	Q4			Q4			Q4		
Actual Age	99	71	0		89	0		46	0	
Condition	C4	C4			C4			C3	-30,000	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths	+2,500		Total Bdrms. Baths		
Room Count	6 3 1.0	5 3 1.1	-2,500		5 2 2.0	-5,000		5 3 2.0	-5,000	
Gross Living Area	1,607 sq.ft.	1,358 sq.ft.	+8,700		1,358 sq.ft.	+8,700		1,515 sq.ft.	0	
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	-5,000	
Porch/Patio/Deck	Por/CvdPt	Por/ScrPr	0		Porch,Patio	+1,000		Porch/Deck	-1,000	
Fireplace	1F/P	None	+2,500		1F/P			1F/P		
Fence/Pool	None	Fence/Shed	-1,500		None			None		
Net Adjustment (Total)		☒ + ☐ -	\$ 7,200		☒ + ☐ -	\$ 7,200		☐ + ☒ -	\$ -41,000	
Adjusted Sale Price of Comparables		Net Adj. 7.9 % Gross Adj. 16.7 %	\$ 98,200		Net Adj. 6.0 % Gross Adj. 14.3 %	\$ 127,700		Net Adj. 20.6 % Gross Adj. 20.6 %	\$ 157,900	
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										

RECONCILIATION

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.

Freddie Mac Form 70 March 2005 UAD Version 9/2011 Page 2 of 6 Fannie Mae Form 1004 March 2005

Form 1004UAD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

443

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

Source of cost data

Quality rating from cost serviceEffective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

The floor area is only an approximation for purposes of this appraisal.

Minor deviations in actual floor area are of no value consequence.

Estimated Remaining Economic Life =

Estimated Remaining Economic Life (HUD and VA only)

OPINION OF SITE VALUE

DWELLING

Sq.Ft. @ \$

0

Sq.Ft. @ \$

Garage/Carport

Sq.Ft. @ \$

Total Estimate of Cost-New

Less

Physical

Functional

External

Depreciation

Depreciated Cost of Improvements

"As-is" Value of Site Improvements

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.

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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.

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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

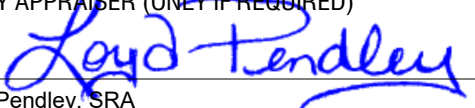
ADDRESS OF PROPERTY APPRAISED

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 _____

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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.			\$ sq.ft.					
	Data Source(s)					FMLS#6562116;DOM 18											
	Verification Source(s)					Cnty Tax;Public Rec/Realist											
	VALUE ADJUSTMENTS		DESCRIPTION			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			
	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. %			\$		
	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

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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	☒ 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

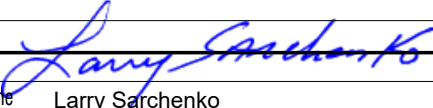
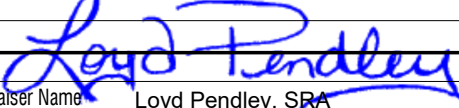
If the subject is a unit in a condominium or cooperative project , complete the following:

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				

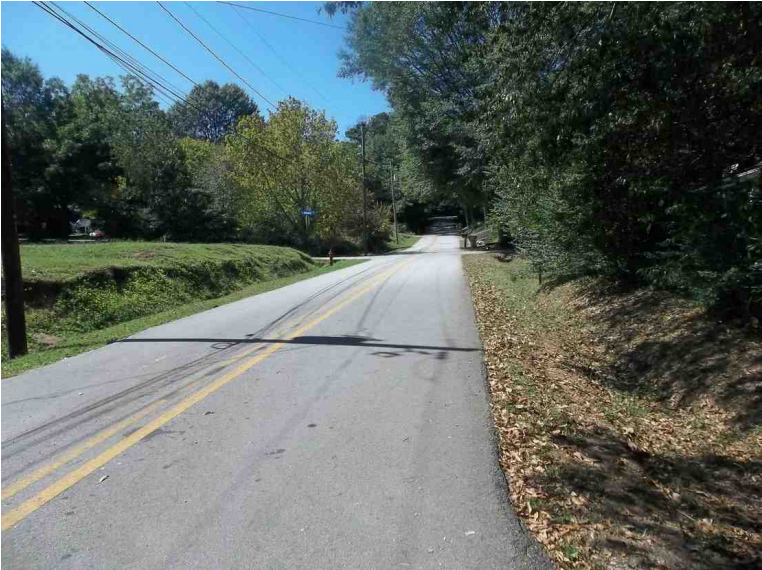


Side

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 Zip Code 30542
Lender/Client	Renasant Bank				



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

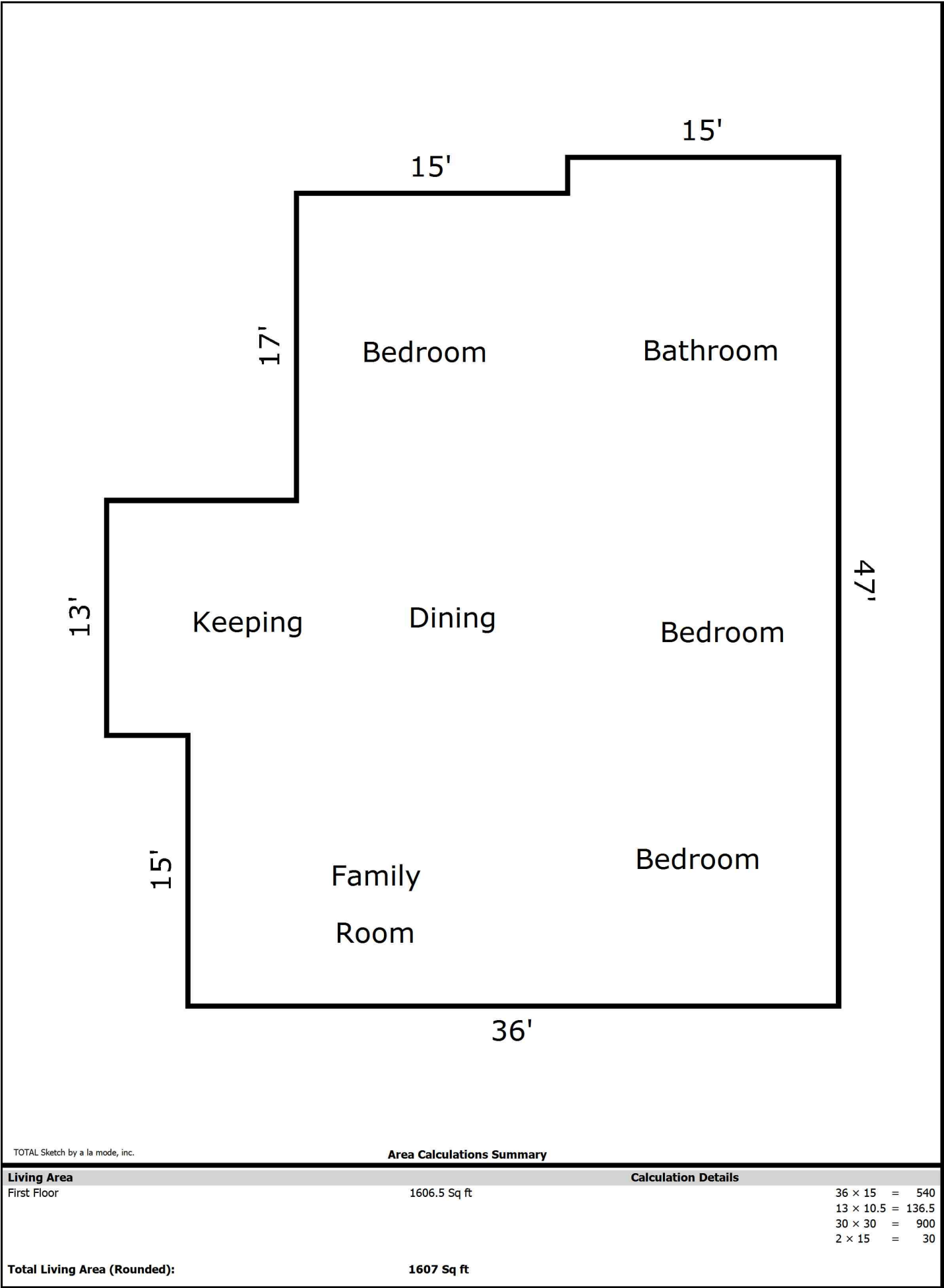
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

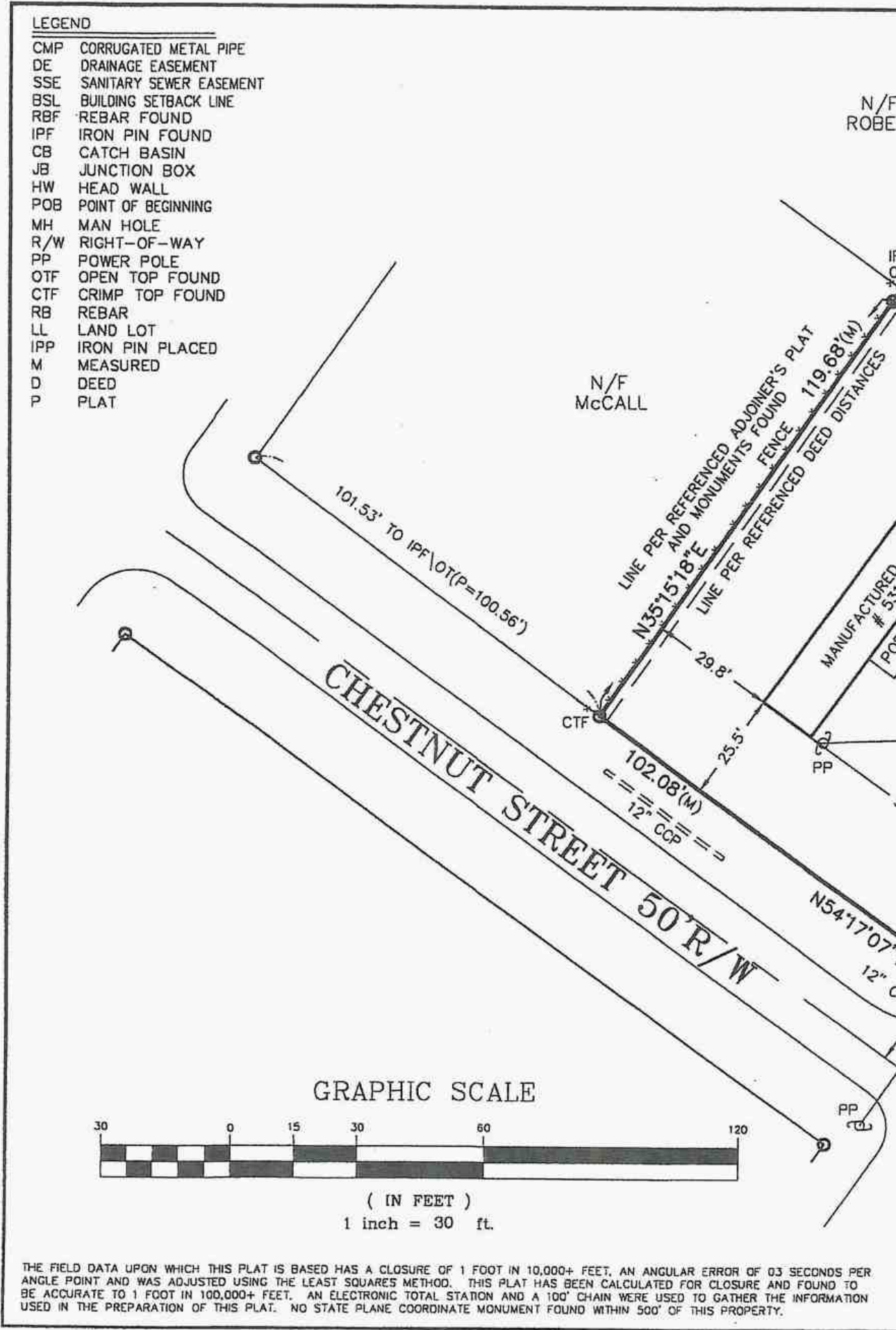
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Building Sketch

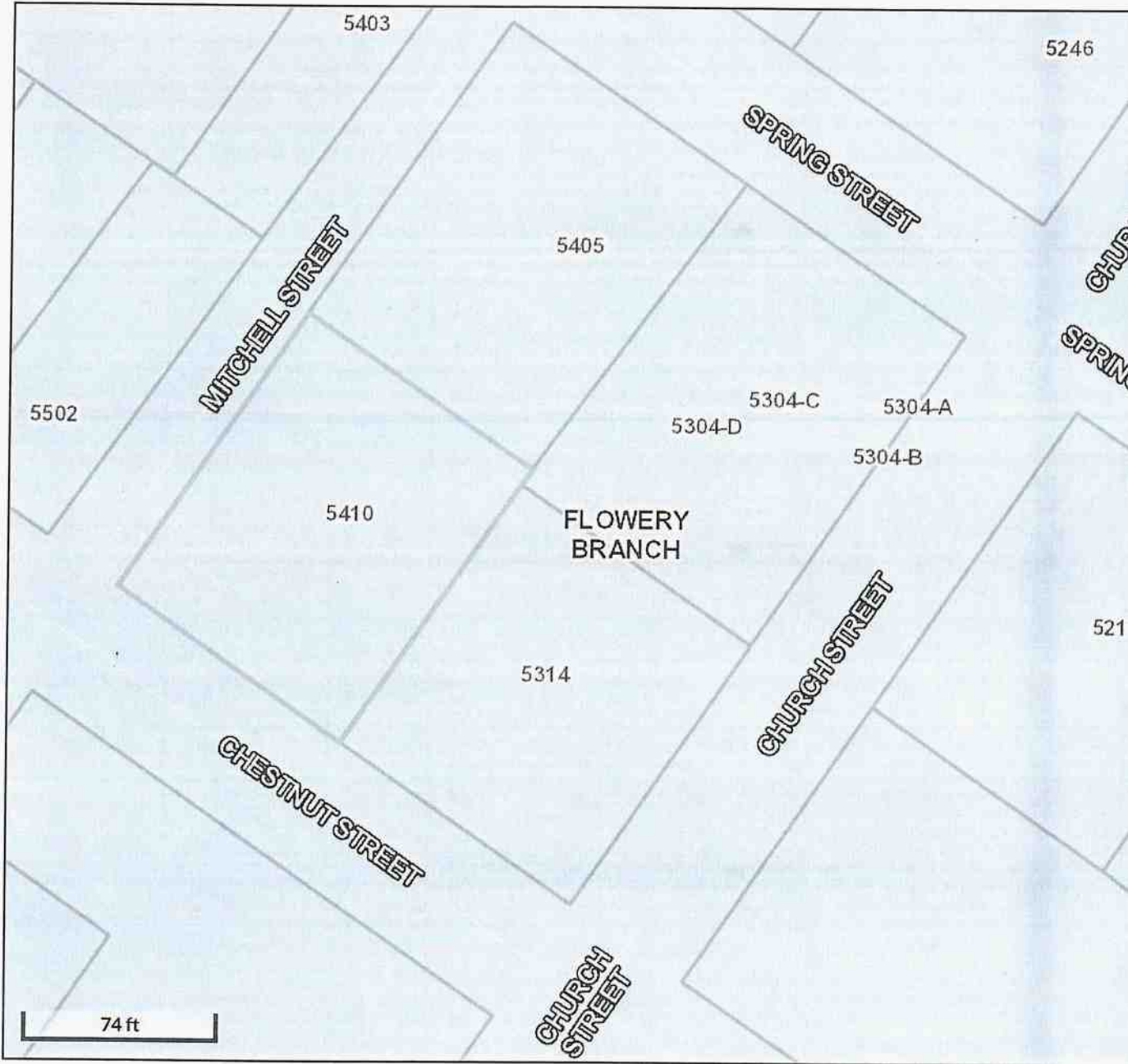
Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5410 Chestnut St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



Plat/County

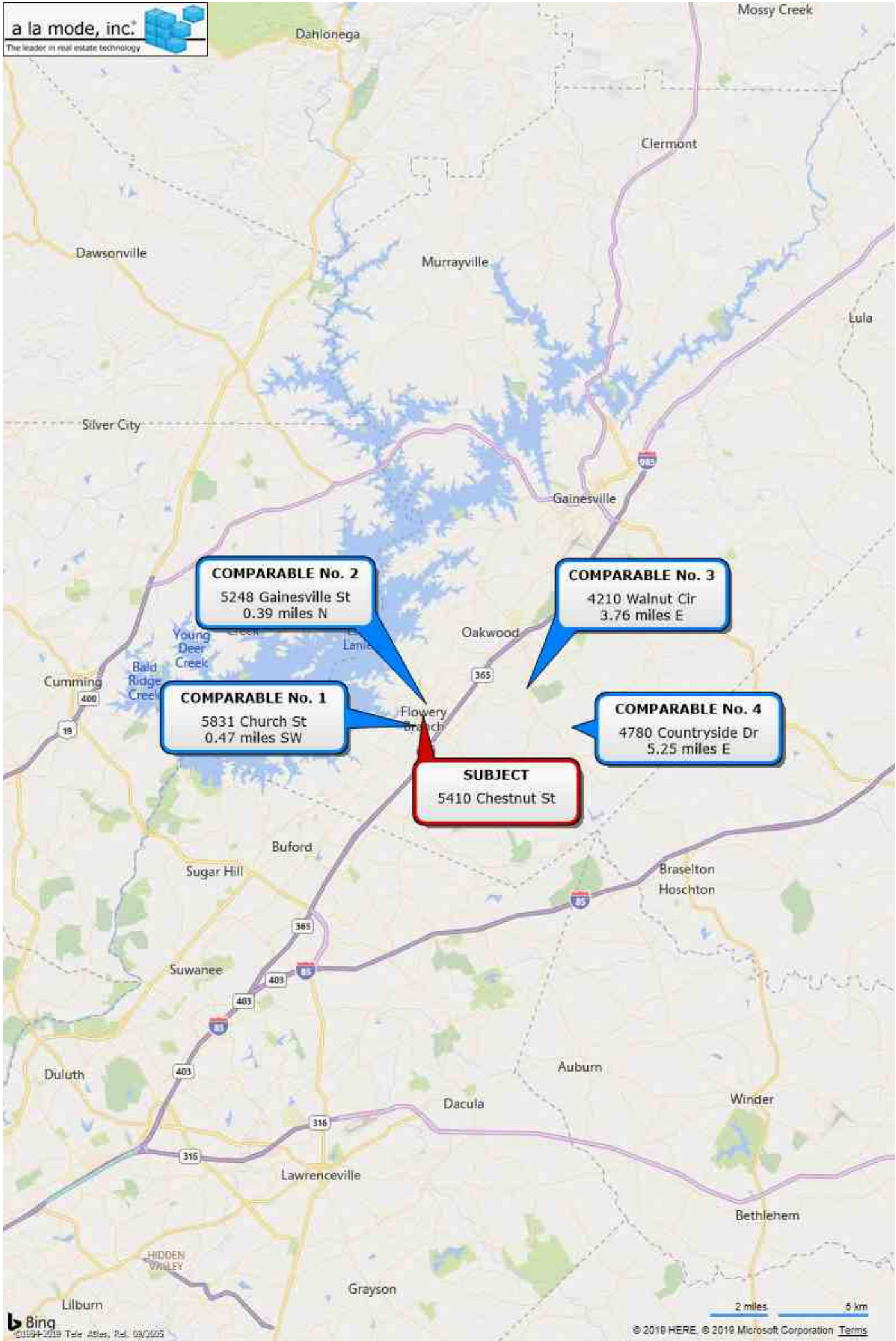


Plat/County



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				



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

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 \$
							\$
	GEN'L 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						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ OCCUR						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)

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 Inspection (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								
	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.																			
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 lease dates provided by the owner.			Total Actual Monthly Rent		\$ 2,665	Total Gross Monthly Rent		\$ 2,790											
			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.																			
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															

Freddie Mac Form 72 March 2005

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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				\$ 190,000				\$ 189,000						
Sale Price/Gross Bldg. Area		\$ 144.02 sq.ft.			\$ 83.03 sq.ft.				\$ 87.00 sq.ft.				\$ 69.84 sq.ft.						
Gross Monthly Rent		\$ 2,790			\$ 2,901				\$ 2,901				\$ 1,200						
Gross Rent Multiplier		184.59			117.20				65.49				157.50						
Price per Unit		\$ 128,750			\$ 85,000				\$ 95,000				\$ 94,500						
Price per Room		\$ 39,615			\$ 21,250				\$ 23,750				\$ 23,625						
Price per Bedroom		\$ 103,000			\$ 42,500				\$ 47,500				\$ 47,250						
Rent Control		☐ Yes ☒ No			☐ Yes ☒ No				☐ Yes ☒ No				☐ Yes ☒ No						
Data Source(s)					FMLS#6527243; DOM 43				FMLS#6113944; DOM 32				Realist/County Tax; DOM Unk						
Verification Source(s)					Realist/County Tax				Realist/County Tax				Realist/County Tax						
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment				
Sale or Financing					Cash				Other				Cash						
Concessions					None Noted				None Noted				None Noted						
Date of Sale/Time					05/31/2019				02/27/2019				08/13/2019						
Location		Good/Hall			Good				Good				Good						
Leasehold/Fee Simple		Fee Simple			Fee Simple				Fee Simple				Fee Simple						
Site		0.32 Acres +/-			0.35 Acres +/-				0.33 Acres +/-				0.27 Acres						
View		Average/Typical			Average/Typical				Average/Typical				Average/Typical						
Design (Style)		Quadraplex			Quadraplex				Duplex				+25,000		Duplex		+25,000		
Quality of Construction		Average			Average				Average				Average						
Actual Age		39			32				32				23						
Condition		Average			Average				Average				Average						
Gross Building Area		3,576			4,095				-18,200		2,184		+48,700		2,706		+30,500		
Unit Breakdown		Total	Bdrms	Baths	Total	Bdrms	Baths			Total	Bdrms	Baths			Total	Bdrms	Baths		
Unit # 1		3	1	1	4	2	1.1	-2,500		4	2	1.1	-2,500		4	2	1.1	-2,500	
Unit # 2		4	2	1	4	2	1.1	-2,500		4	2	1.1	-2,500		4	2	1.1	-2,500	
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				Crawl						
Basement Finished Rooms		N/A			N/A				N/A				N/A						
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						
Parking On/Off Site		1CarBlt/OnSite			Open/On site				+1,500		Open/On site		+1,500		Open/On site		+1,500		
Porch/Patio/Deck		CvdPch,Decks			Stoops/Patios				+5,000		Stoops/Patios		+5,000		CvdPch,Decks				
Fireplaces		None			None				None				None						
Net Adjustment (Total)					☐ + ☒ -		\$ -21,700		☒ + ☐ -		\$ 75,200		☒ + ☐ -		\$ 52,000				
Adjusted Sale Price					Net Adj.		6.4 %		Net Adj.		39.6 %		Net Adj.		27.5 %				
of Comparables					Gross Adj.		10.2 %		Gross Adj.		44.8 %		Gross Adj.		32.8 %				
					\$ 318,300				\$ 265,200				\$ 241,000						
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		GBA = \$ 294,913						
Value per Rm.		\$ 22,900 X 13			Rooms = \$ 297,700				Value per Bdrms.		\$ 51,385 X 5		Bdrms. = \$ 256,925						
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.																			

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.

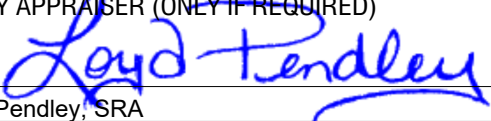
Small Residential Income Property Appraisal Report

19-54018
File # 192019r

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 %			Net Adj. %			
							Gross Adj. 9.7 % \$ 333,600			Gross Adj. % \$			
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, 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)]

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

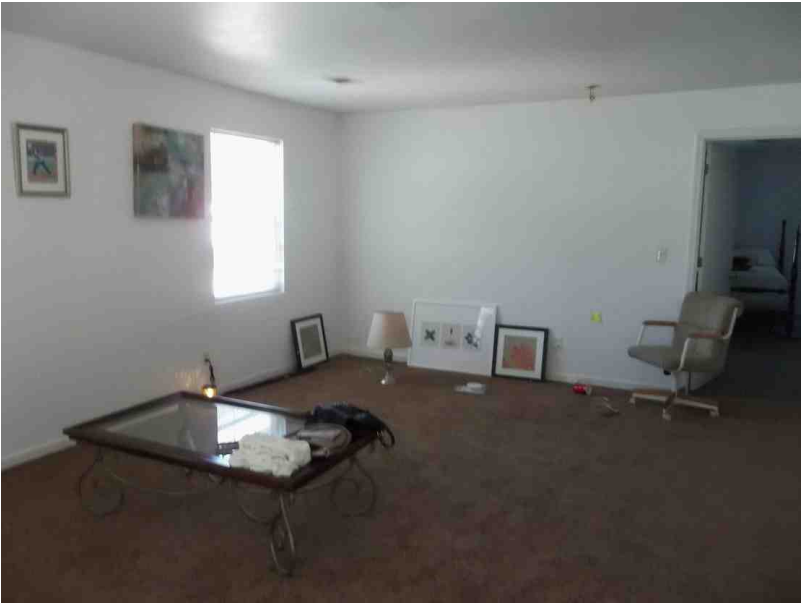
5304 Church St	
Sales Price	515,000
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Good/Hall
View	Average/Typical
Site	0.32 Acres +/-
Quality	Average
Age	39



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

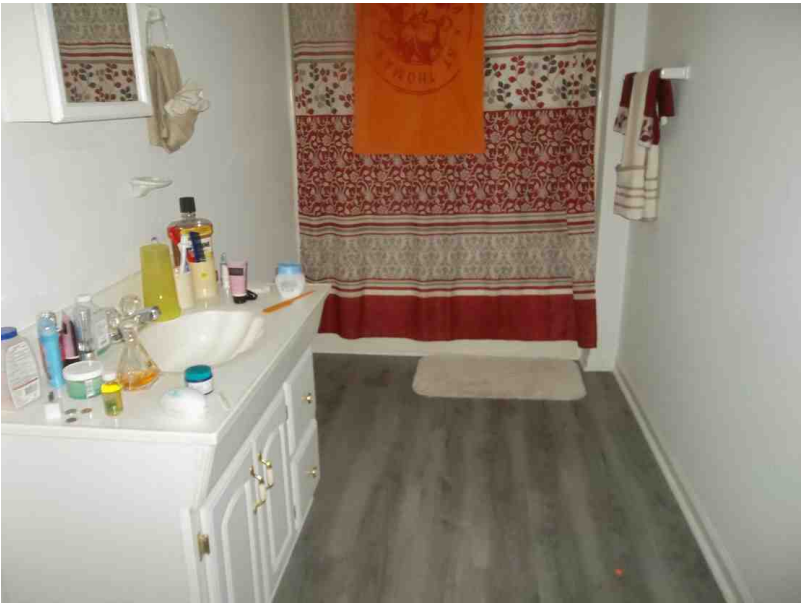
Subject Photo Page

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				

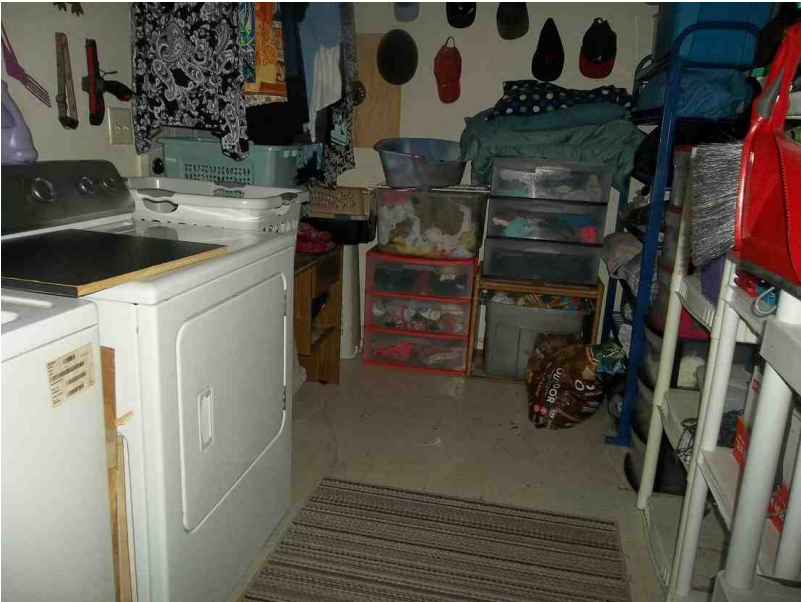


Living Room C&D

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

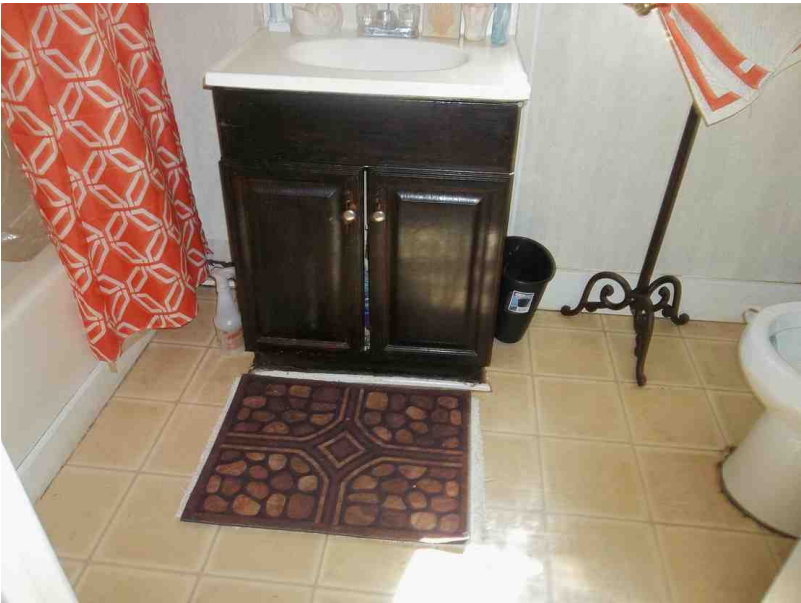
Subject Photo Page

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



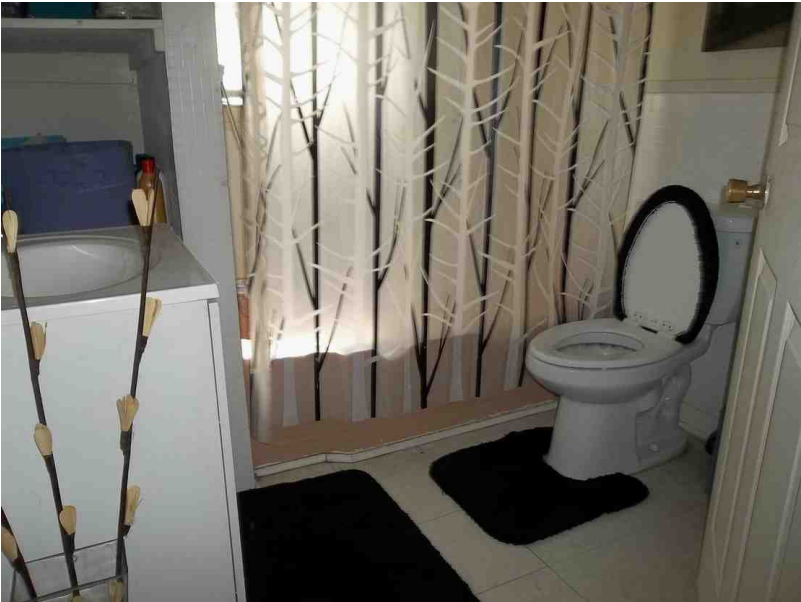
Living Room A&B



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

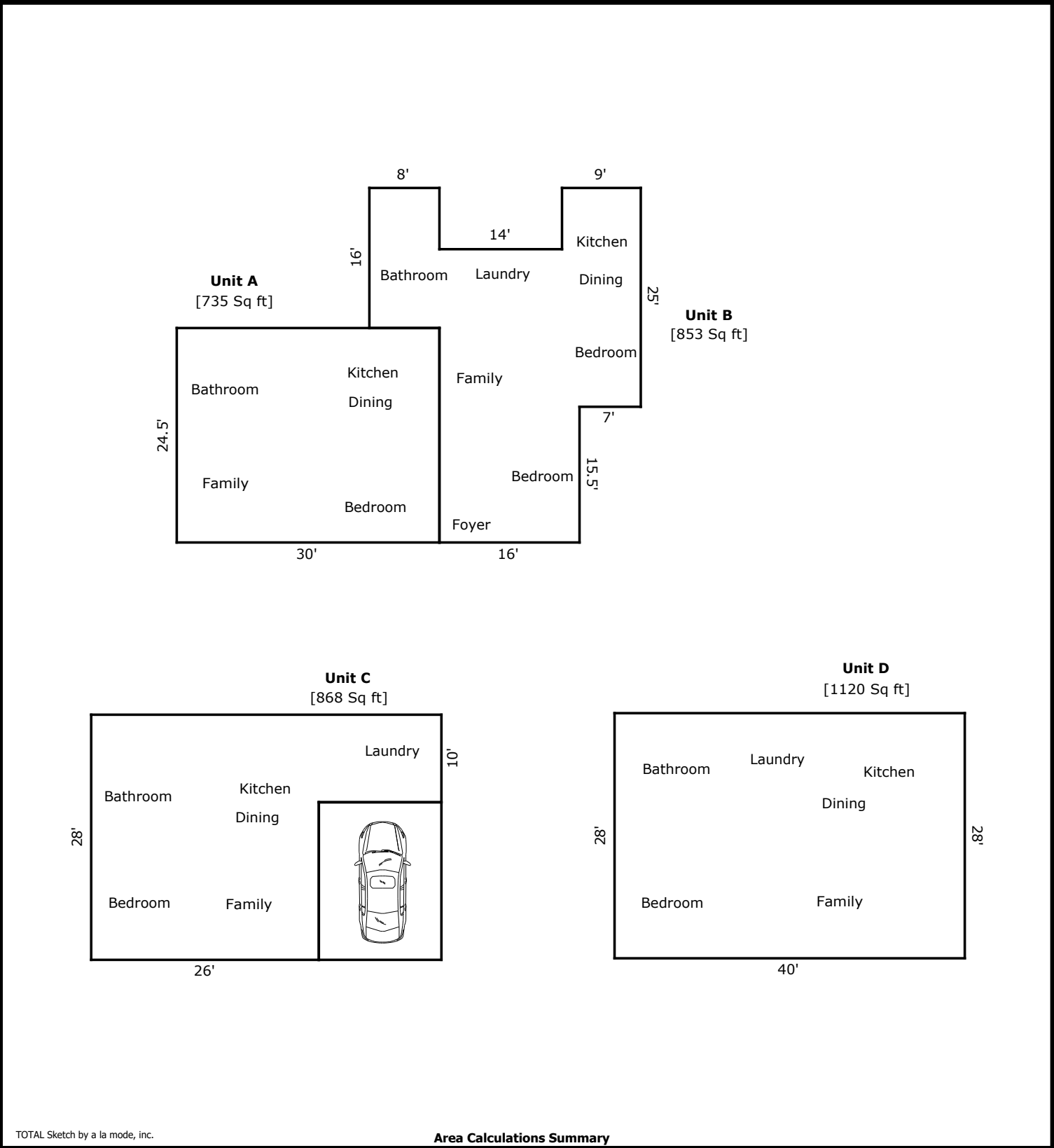


Rental 3

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.

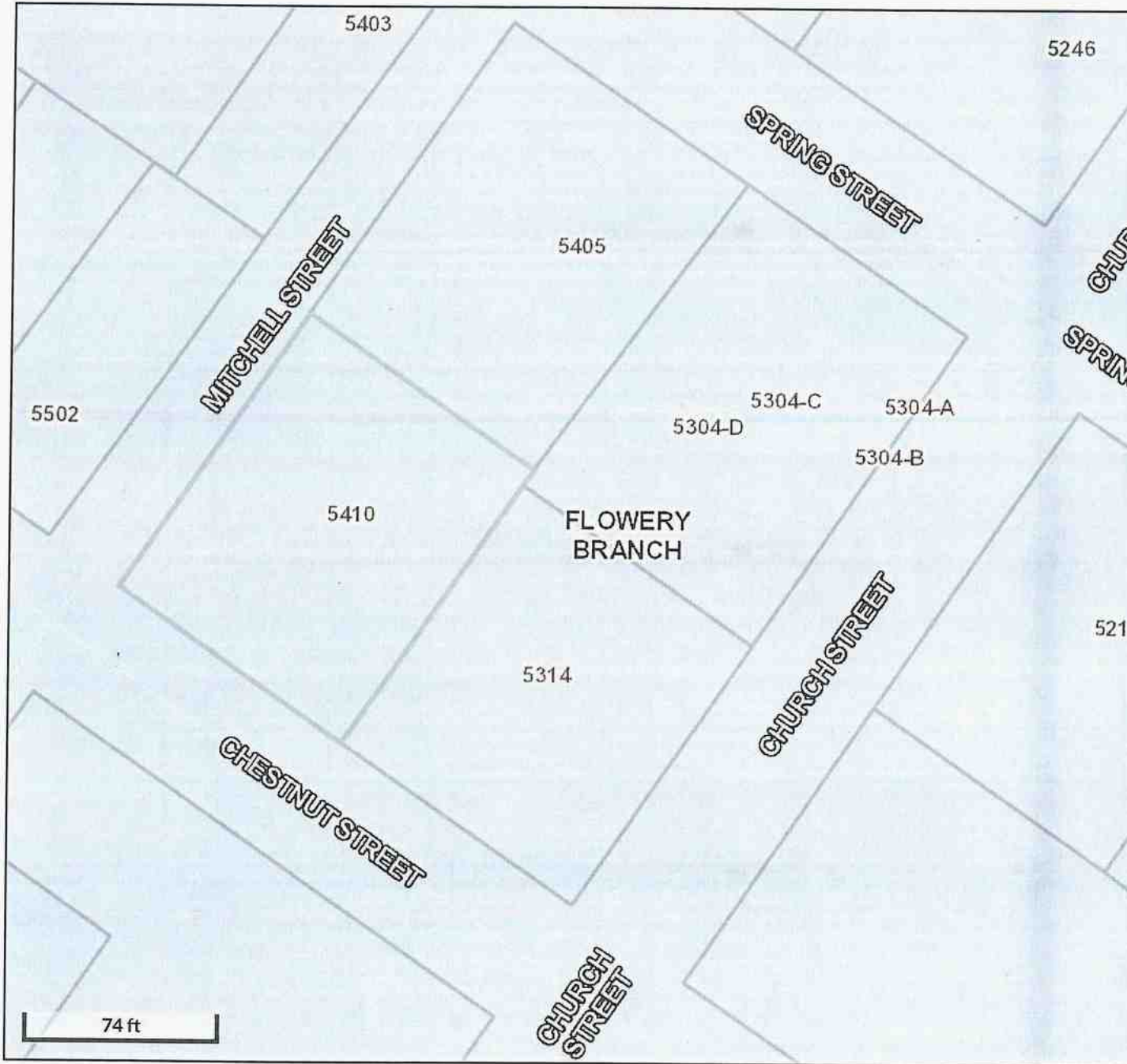
Area Calculations Summary

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

Plat/County

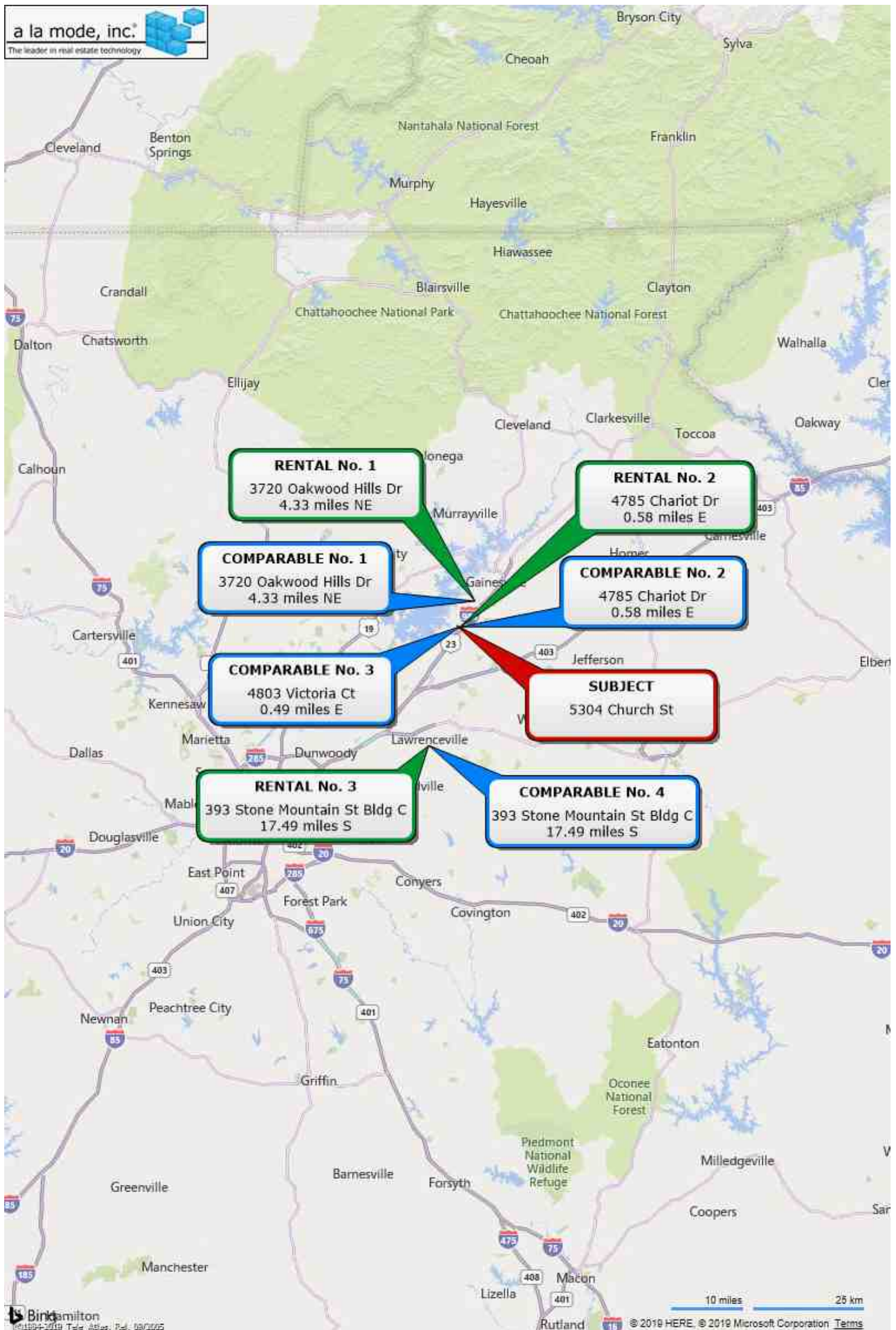


qPublic.net™ Hall County, GA



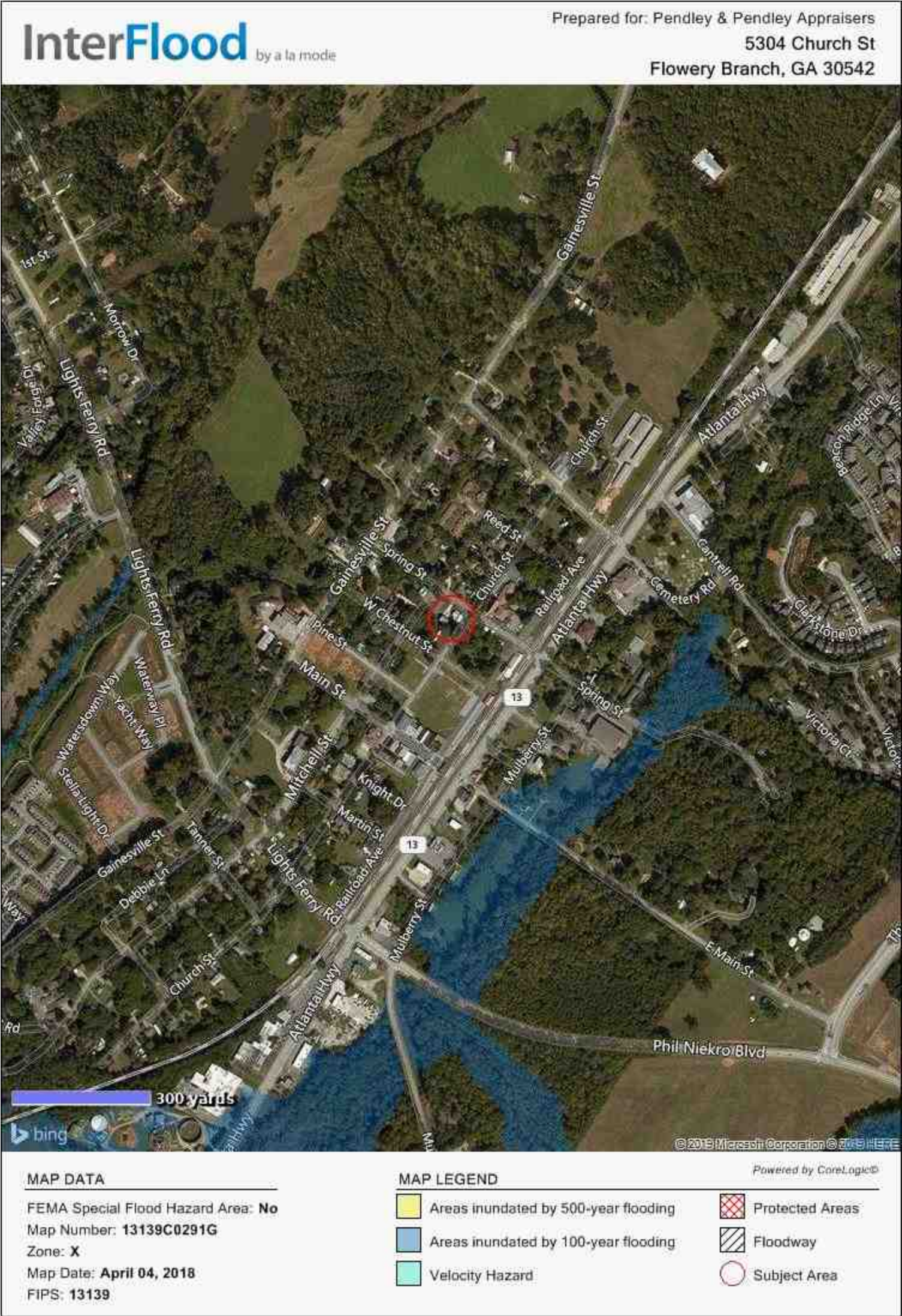
Location Map

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				



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	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
CERTIFIED GENERAL REAL PROPERTY APPRAISER		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 \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED 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)

ACORD 25 (2016/03)

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

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

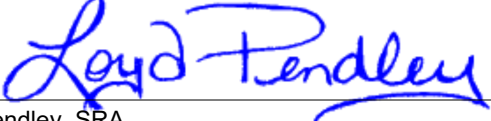
Note any USPAP related issues requiring disclosure and any State mandated requirements:

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): _____

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	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			
	☐ Floor	☐ Scuttle	Cooling	☒ Central Air Conditioning	☐ Patio/Deck	☒ Porch	Cvd/ScrPr	☐ 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 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 1.14 Acres +/-			0 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.			+4,100 1,296 sq.ft.		
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

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

19-54016
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					
	Sale Price/Gross Liv. Area	\$ 353.22 sq.ft.			\$ 91.03 sq.ft.						\$ 90.88 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		
	Sales or Financing				Cash						ArmLth;Cash		
	Concessions				None Noted						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 +/-		
	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.		
	Basement & Finished	Crawl			Crawl						Crawl		
	Rooms Below Grade												
	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		
	Porch/Patio/Deck	Por/ScrPr			Porch/CvcDk			0			Porch/Deck		
	Fireplace	None			None						1F/P		
	Fence/Pool	None			None						None		
Net Adjustment (Total)				☒ + ☐ -			\$ 22,400			☐ + ☒ -			
Adjusted Sale Price				Net Adj. 22.3 %						Net Adj. 17.2 %			
of Comparables				Gross Adj. 25.3 %			\$ 122,900			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			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					

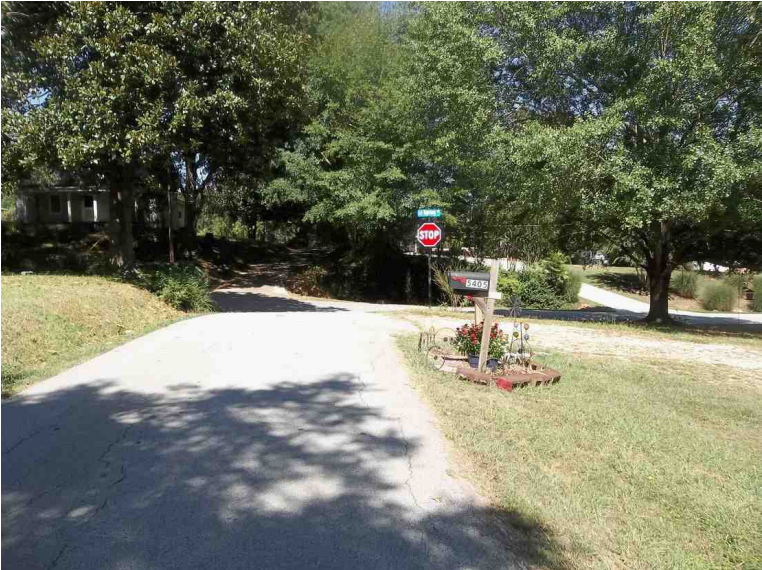


Subject Front

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

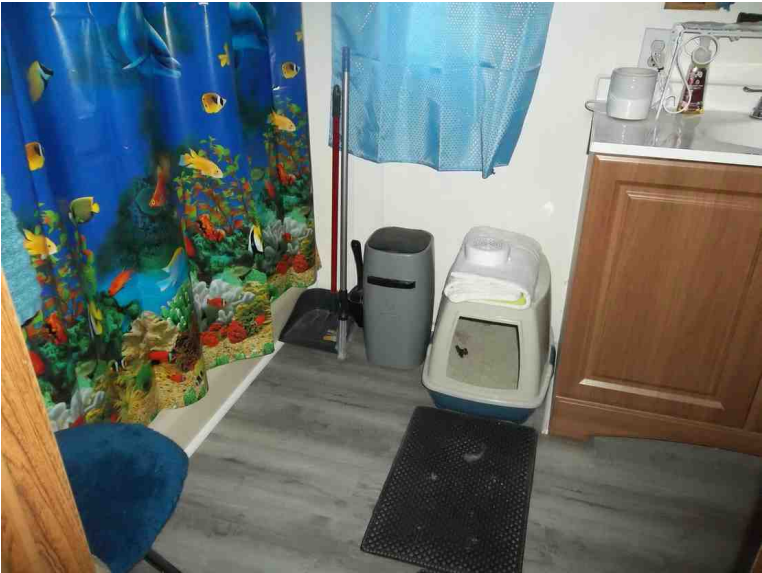
Subject Photo Page

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

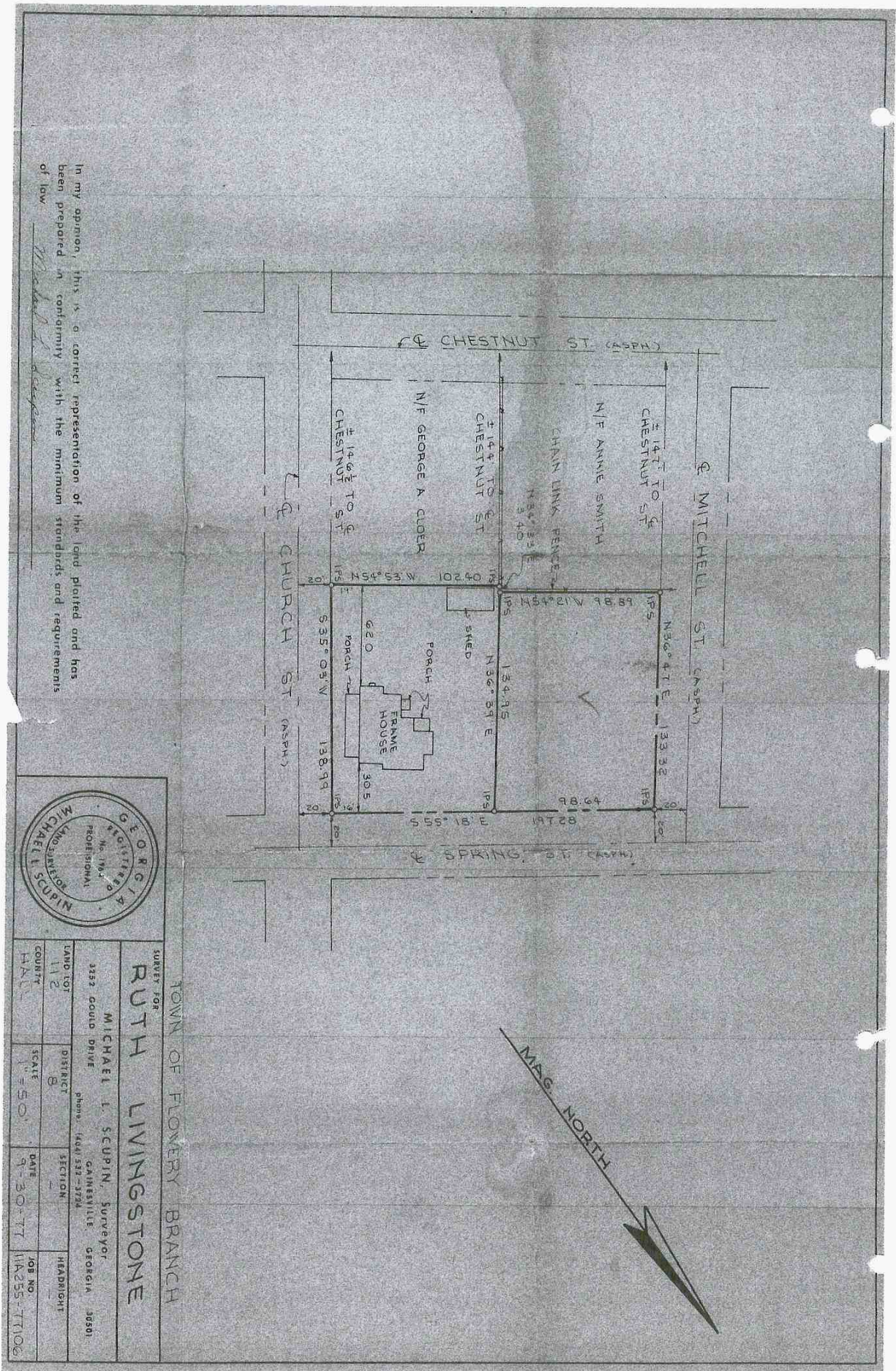
Borrower	Heritage Builders Group, LLC Chris Hill					
Property Address	5405 Mitchell St					
City	Flowery Branch	County	Hall	State	GA	Zip Code 30542
Lender/Client	Renasant Bank					



TOTAL Sketch by a la mode, inc.

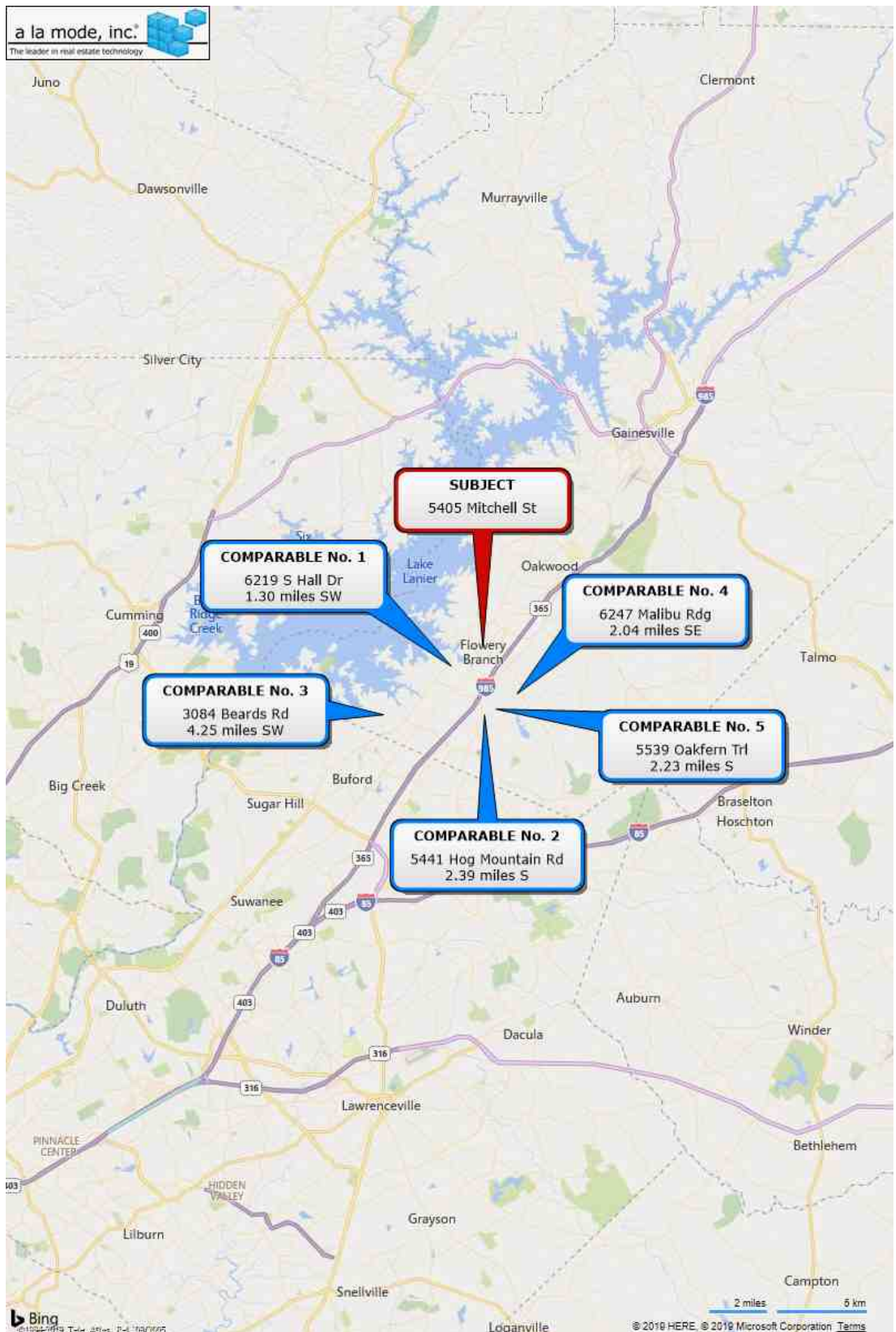
Area Calculations Summary

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

ORIGINALLY LICENSED
01/29/2001
END OF RENEWAL
03/31/2020



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)

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.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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 Signature (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: 09/12/2019
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Signature (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

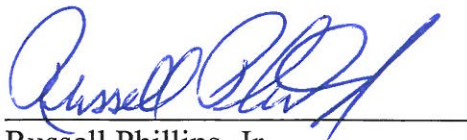
appraiser or the firm with which he is connected) shall be disseminated to the public through the advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

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

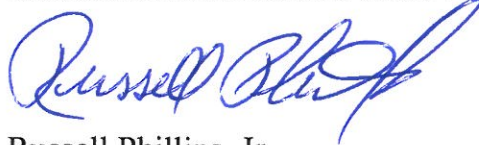
Dear Mr. Hill:

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

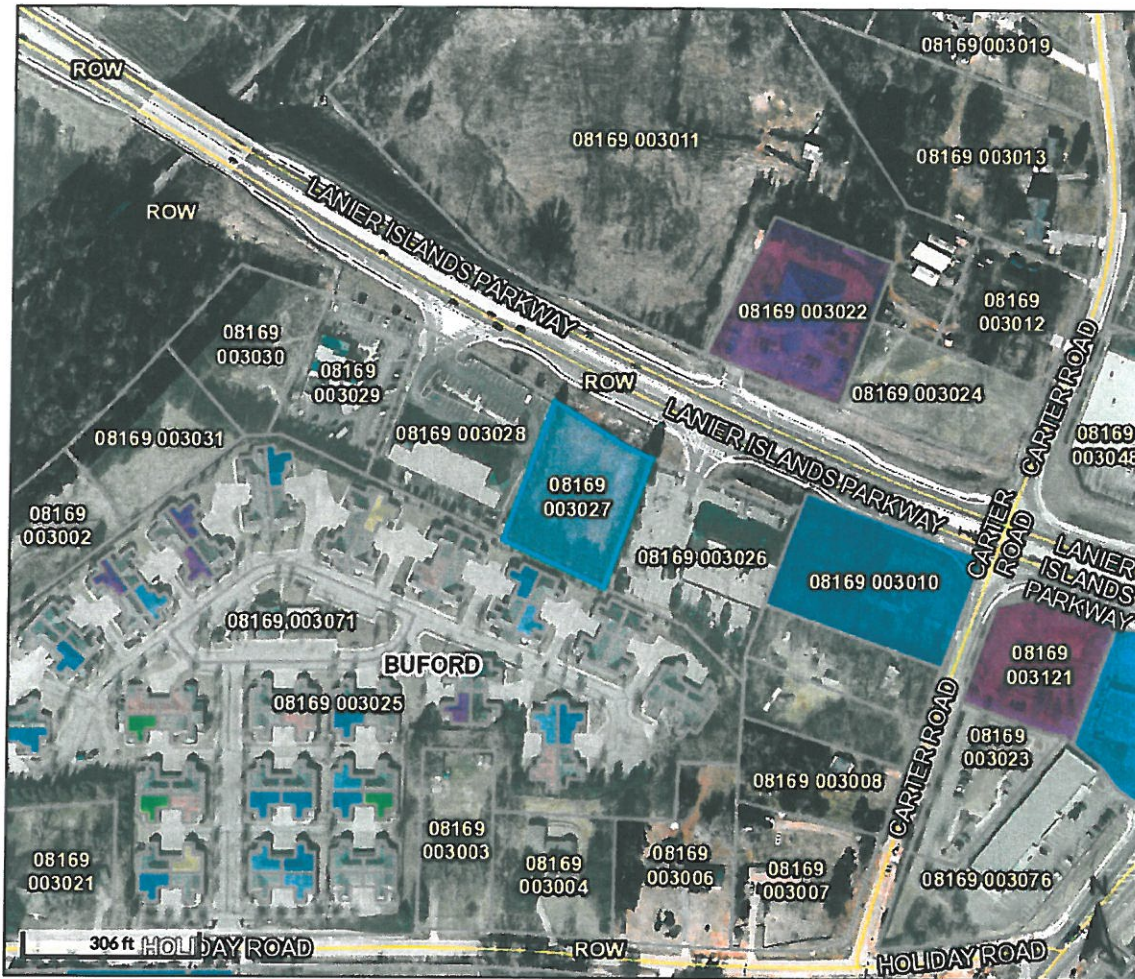
<u>SALE NO.</u>	<u>ADDRESS</u>	<u>SALE DATE</u>	<u>SIZE/ ACRES</u>	<u>SALES PRICE</u>	<u>PRICE/ SQ. FT.</u>
1.	Lanier Island Parkway, Buford	02-14-18	1.0	\$395,000	\$9.07
2.	Winder Highway, Flowery Branch	05-31-19	1.31	\$436,000	\$7.64
3.	Gainesville Highway, Buford	01-31-19	1.02	\$375,000	\$8.44
4.	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

Last Data Uploaded: 8/27/2019 12:46:06 AM

Developed by Schneider GEOSPATIAL

SALE NO. 2

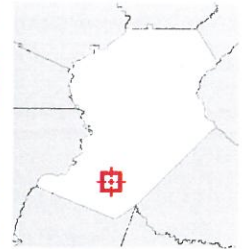
GRANTOR:	PMR Group, LLC
GRANTEE:	POP Flowery Branch GCP, LLC
LOCATION:	Tax Parcel 1500045-00048 Hall County 3474 Winder Highway Flowery Branch, Georgia
DATE OF SALE:	May 31, 2019
FINANCING:	Conventional for \$1,575,000.00
SOURCE:	Costar and Deed Records
SIZE:	1.31 Acres
SALES PRICE:	\$436,000.00
PRICE 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
 Class Code Commercial
 Taxing District OAKWOOD
 Acres 1.31

Owner POP FLOWERY BRANCH CGP, LLC
 361 SUMMIT BOULEVARD, SUITE 110
 BIRMINGHAM AL 35243
 Physical Address 3474 WINDER HWY
 Assessed Value Value \$131000

Last 2 Sales

Date	Price	Reason	Qual
5/31/2019	\$436000	LM	Q
12/27/2017	0	25	U

(Note: Not to be used on legal documents)

Date created: 10/25/2019
 Last Data Uploaded: 10/25/2019 12:52:13 AM

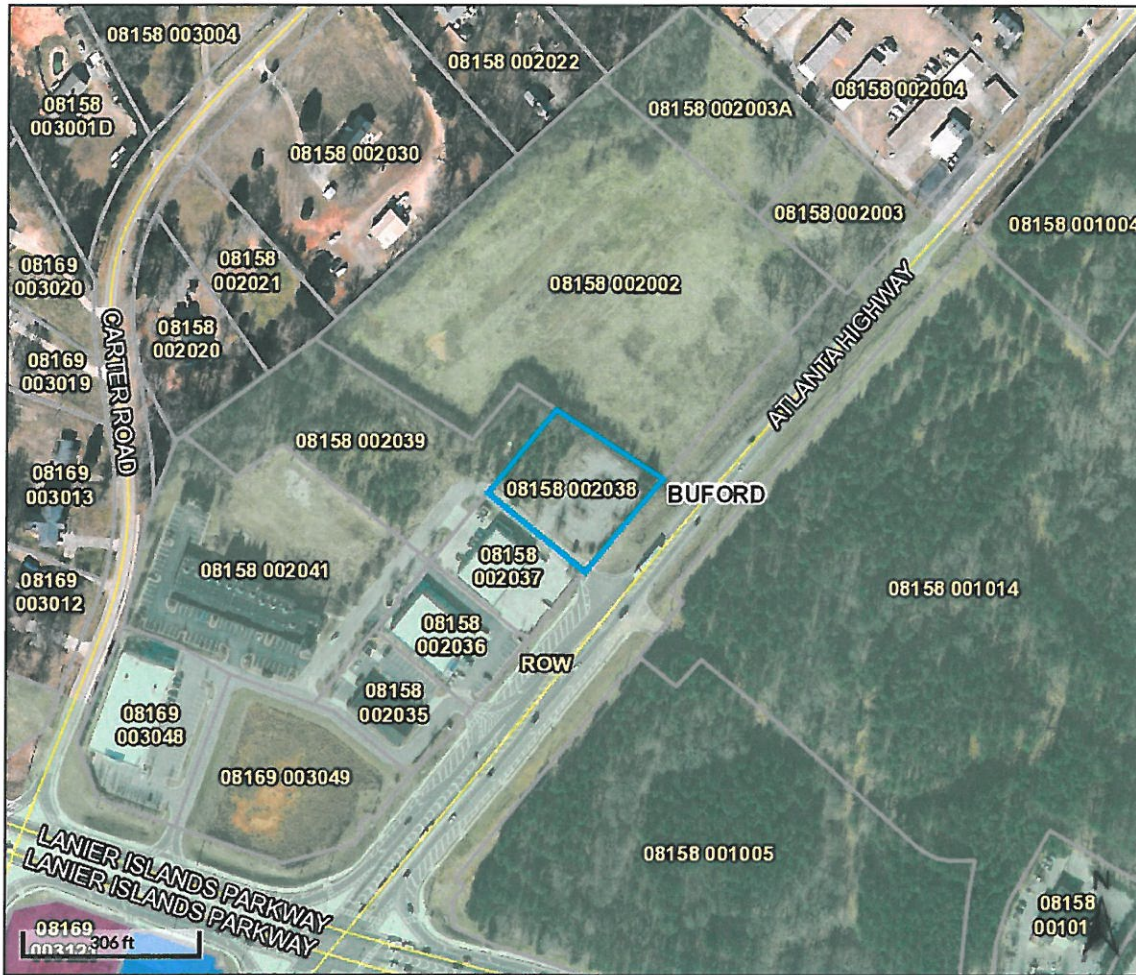
Developed by  **Schneider**
 GEOSPATIAL

SALE NO. 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

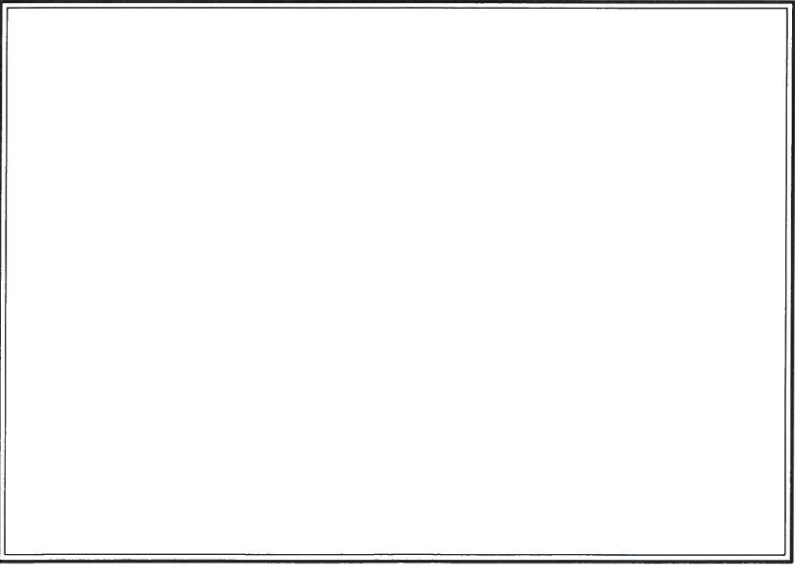
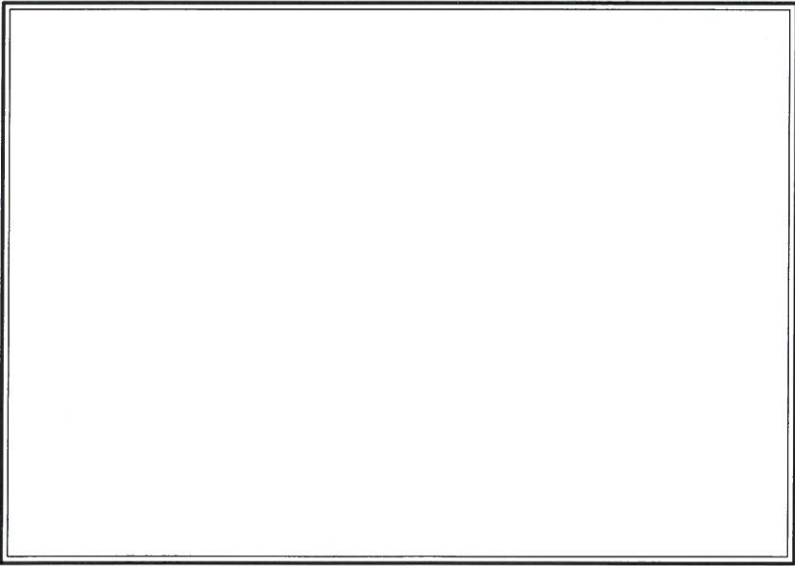


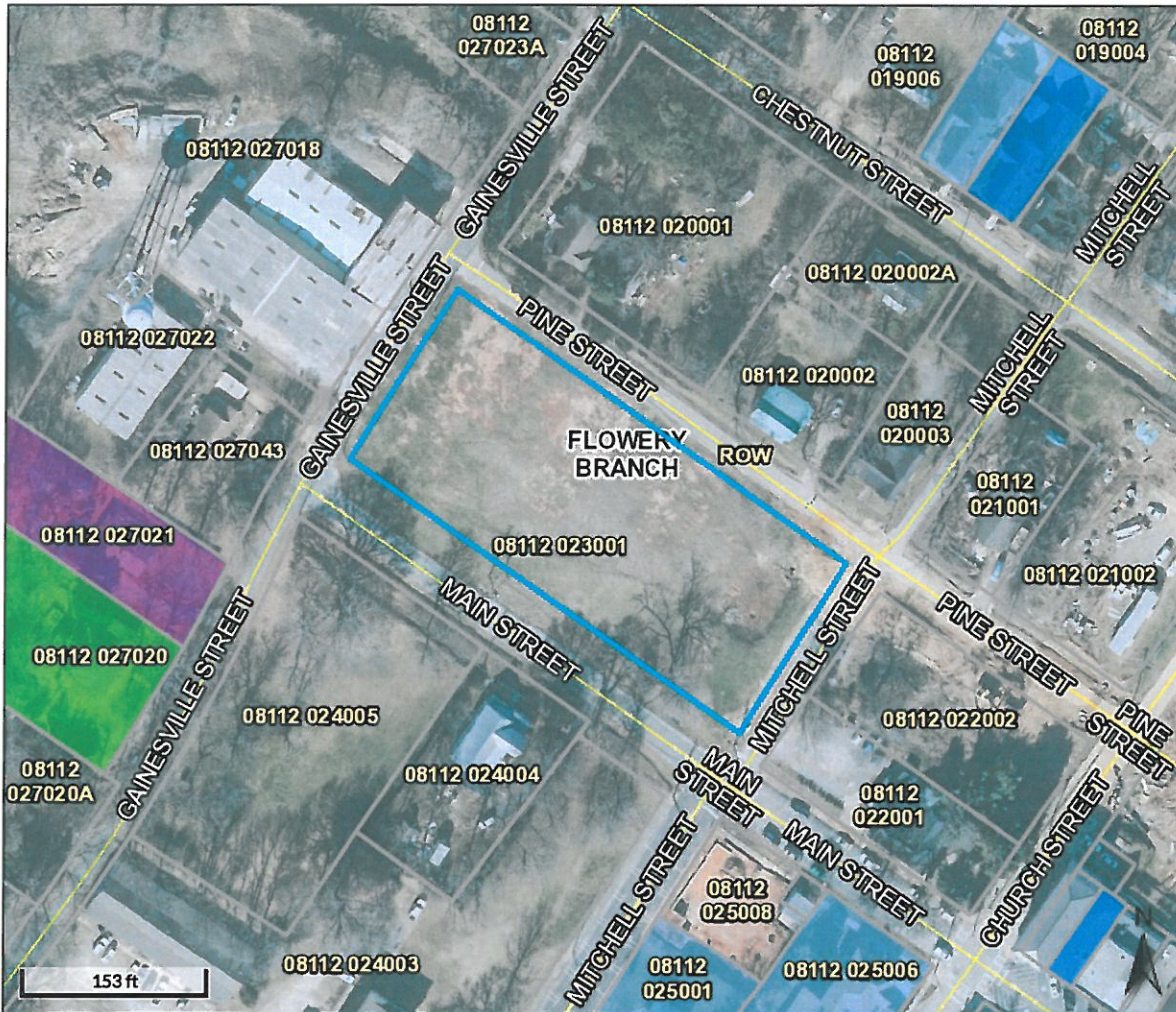
SALE 3

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

Class Code Exempt

Taxing District FLOWERY BRANCH-TAD

FLOWERY BRANCH-TAD

Acres 1.41

(Note: Not to be used on legal documents)

Owner

FLOWERY BRANCH CITY OF

5517 MAIN STREET

FLOWERY BRANCH GA 30542

Physical Address

5702 MAIN ST

Assessed Value

Value \$610962

Last 2 Sales

Date

Price

Reason

Qual

10/18/2010

\$262500

19

U

3/31/2008

0

5

U

Date created: 10/23/2019

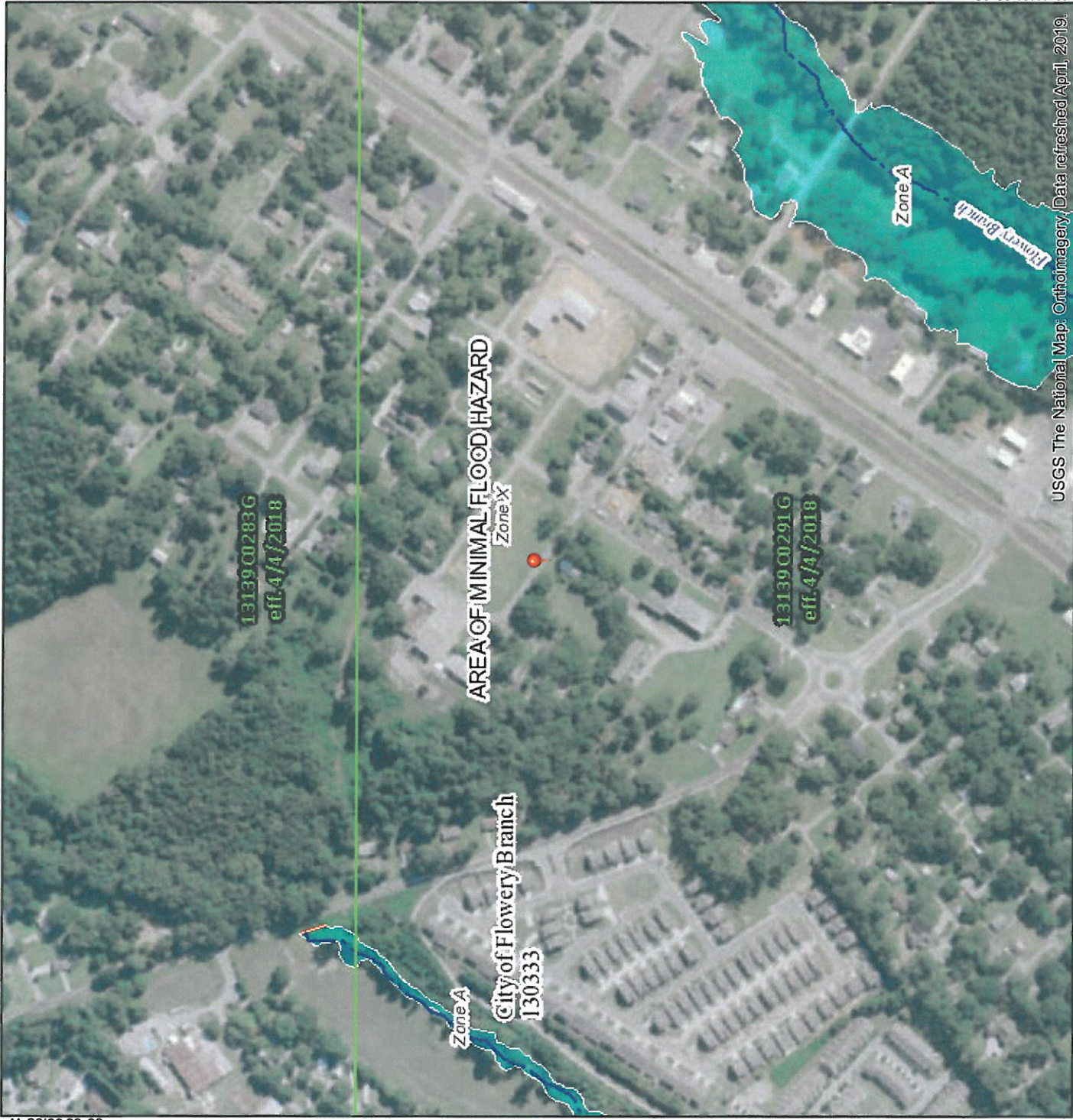
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Developed by Schneider
GEOSPATIAL

National Flood Hazard Layer FIRMette



34°11'24.88"N



USGS The National Map: Orthimagery Data refreshed April, 2019.

Feet 0 250 500 1,000 1,500 2,000 564 1:6,000

34°10'55.12"N

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

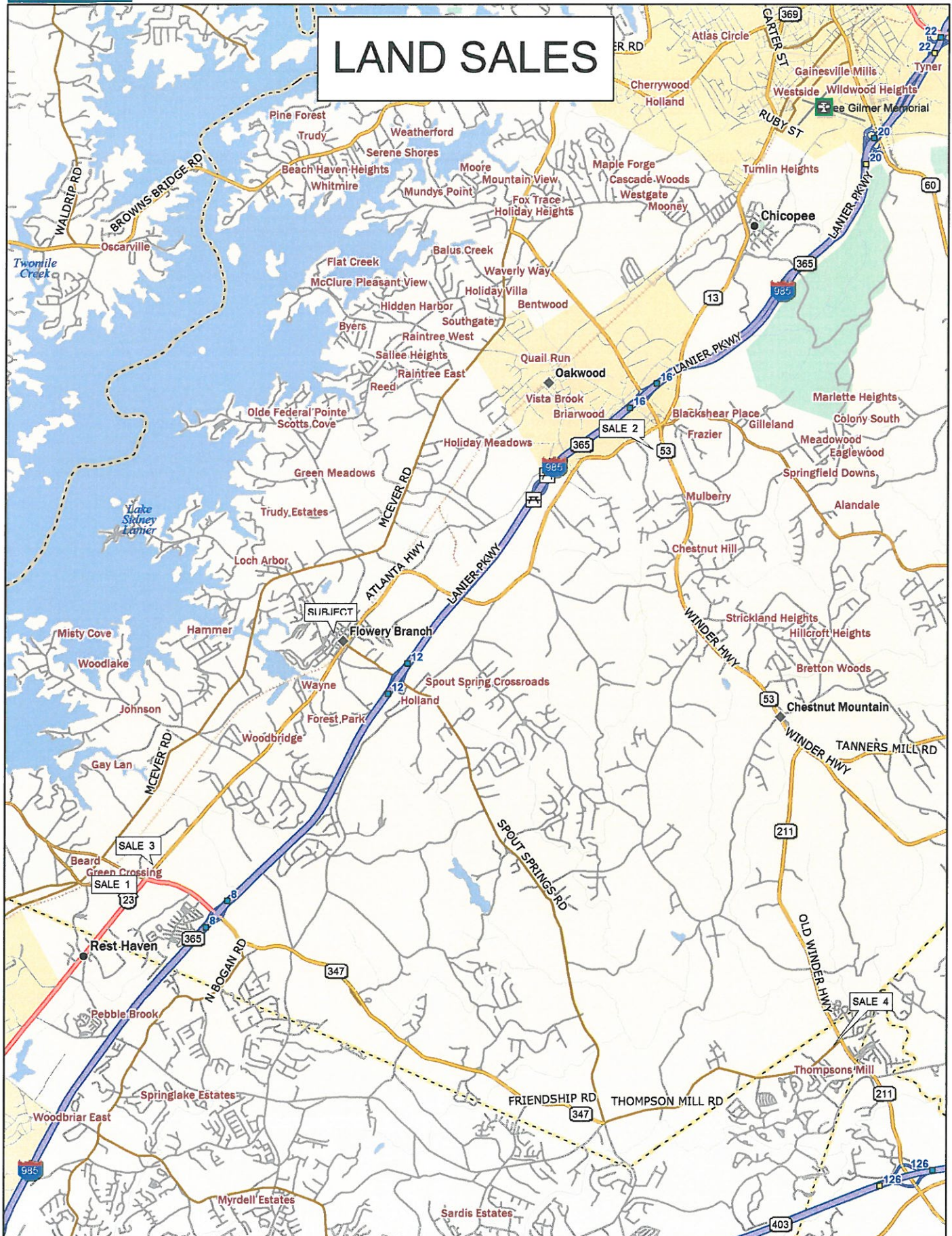
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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.

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LAND SALES



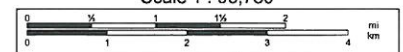
Data use subject to license.

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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

Formatted Table

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

Formatted Table

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)

Commented [RA11]: Create or reform TUP

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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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FAQs	American FactFinder	Economic Indicators	2010 Census	Statistics in Schools	Release Schedule
Director's Corner	2010 Census	Economic Census	American Community Survey	Tribal Resources (AIAN)	Facts for Features
Regional Offices	Economic Census	E-Stats	Income	Emergency Preparedness	Stats for Stories
History	Interactive Maps	International Trade	Poverty	Statistical Abstract	Blogs
Research	Training & Workshops	Export Codes	Population Estimates	Special Census Program	
Scientific Integrity	Data Tools	NAICS	Population Projections	Data Linkage Infrastructure	
Census Careers	Developers	Governments	Health Insurance	Fraudulent Activity & Scams	
Diversity @ Census	Catalogs	Longitudinal Employer-Household Dynamics (LEHD)	Housing	USA.gov	
Business Opportunities	Publications	Survey of Business Owners	International		
Congressional and Intergovernmental			Genealogy		
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431

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END OF RENEWAL
03/31/2020

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Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

15025360

LOGAN RUSSELL PHILLIPS, JR

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431
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05/31/1991

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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

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 %		
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.				225	Pred. 15	Other	30* %		
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

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					
	Sale Price/Gross Liv. Area			\$ 534.23 sq.ft.			\$ 75.65 sq.ft.			\$ 71.76 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			DESCRIPTION					
	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					
	Leasehold/Fee Simple			Fee Simple			Fee Simple			Fee Simple					
	Site			0.27 Acres +/-			1.29 Acres +/-			0.37 Acres +/-					
	View			Average/Typical			Average/Typical			Average/Typical					
	Design (Style)			Manufactured			Manufactured			Manufactured					
	Quality of Construction			Average			Average			Average					
Actual Age			42			34			22						
Condition			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.						
Basement & Finished			Crawl			Crawl			Crawl						
Rooms Below Grade															
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			Open			Open			Open						
Porch/Patio/Deck			Porch			Porch			Porch/Deck						
Fireplace			None			None			None						
Fence/Pool/Shed			None			None			None						
Net Adjustment (Total)			☒ + ☐ -			\$ 1,000			☐ + ☒ -						
Adjusted Sale Price			Net Adj. 1.4 %			Net Adj. 8.9 %			Net Adj. 11.8 %						
of Comparables			Gross Adj. 5.7 %			\$ 70,900			Gross Adj. 8.9 %						
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

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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

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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 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

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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 09/13/2019

Effective Date of Appraisal 09/06/2019

State Certification # _____

or State License # L240391

or Other _____

State GA

Expiration Date of Certification or License 03/31/2020

ADDRESS OF PROPERTY APPRAISED

5314 Church St

Flowery Branch, GA 30542

APPRAISED VALUE OF SUBJECT PROPERTY \$ 75,000

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 09/13/2019

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 _____

Manufactured Home Appraisal Report

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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.			\$ 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 % Gross Adj. 10.0 %			\$ 90,500			Net Adj. 0.0 % 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.

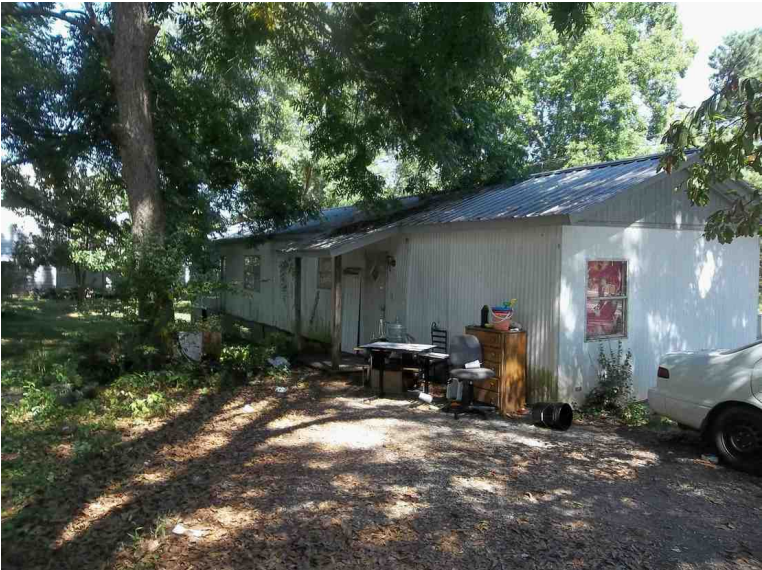
Subject Photo Page

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					

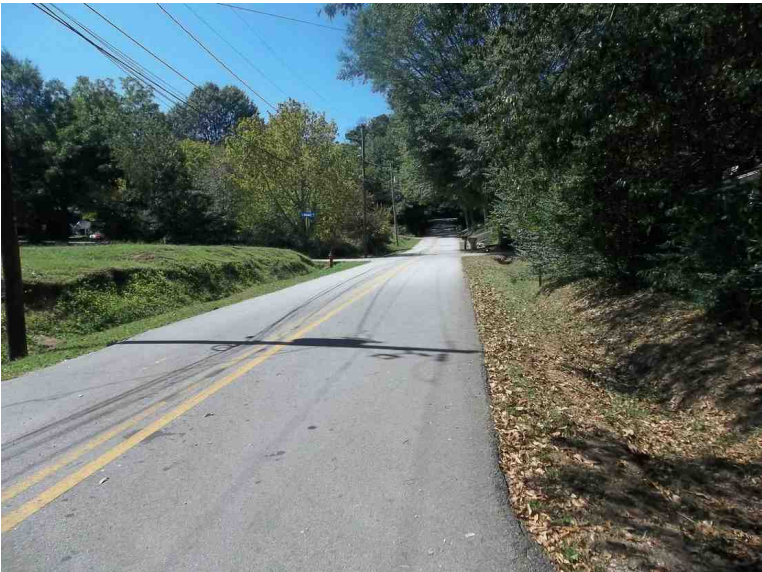


Subject Front

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
Lender/Client	Renasant Bank				
Zip Code	30542				



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

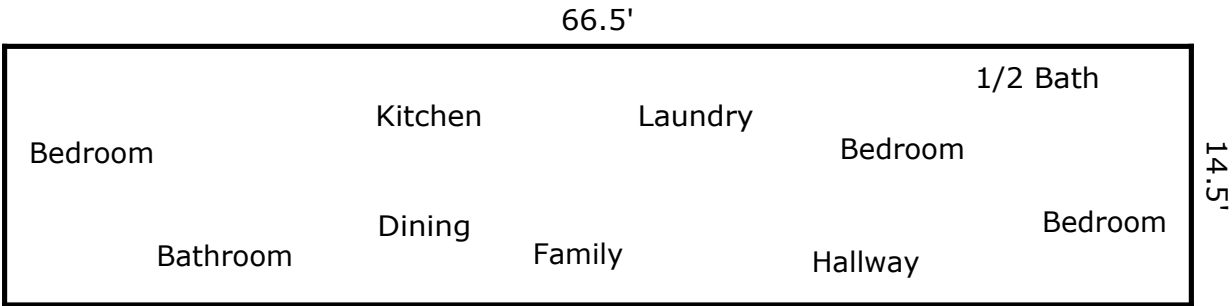
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

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 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

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
WILLIAM A. MURRAY
KEITH STONE

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

ORIGINALLY LICENSED
01/29/2001
END OF RENEWAL
03/31/2020



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

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

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 \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L 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						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED 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)

ACORD 25 (2016/03)

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

Borrower	Heritage Builders Group, LLC Chris Hill					File No.	192021r
Property Address	5314 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:

[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: 09/13/2019
Effective Date of Appraisal: 09/06/2019
Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): 09/06/2019

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: 09/13/2019

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Final Public Hearing - Ordinance 644 – To adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The city's current millage rate is set at 3.264.

The city wishes to maintain the millage rate at 3.264 for tax year 2021 and FY 2022.

FACTS AND ISSUES:

Keeping the millage rate at 3.264 will increase the property tax revenue by 4.75% percent.

To maintain the current property tax revenue the city would need to roll back the millage rate to 3.116.

The proposed millage rate of 3.264 will increase property tax revenue for a home with fair market value of \$275,000 approximately \$11.18 and the proposed tax increase for non-homestead property with a fair market value of \$275,000 is approximately \$17.71.

OPTIONS:

Keep millage rate at 3.264 or rollback the millage rate.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To approve ordinance 644 to adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022.

SAMPLE MOTION:

I make a motion to approve third reading of Ordinance 644 setting the millage rate at _____.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Millage Rate Executive Summary.pdf](#)
- [Ordinance 644 Millage Rate 2021 - 3.264 millage rate.pdf](#)
- [Ordinance 644 Millage Rate 2021 - 3.116 millage rate.pdf](#)
- [Ordinance 644 Presentation.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Ordinance 644 – To adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022

DATE: 06/1/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/17/2021

PURPOSE:

To approve ordinance 644 to adopt an ad valorem tax rate for Tax Year 2021/Fiscal Year 2022.

HISTORY:

The city's current millage rate is set at 3.264.

The city wishes to maintain the millage rate at 3.264 for tax year 2021 and FY 2022.

FACTS AND ISSUES:

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The proposed millage rate of 3.264 will increase property tax revenue for a home with fair market value of \$275,000 approximately \$11.18 and the proposed tax increase for non-homestead property with a fair market value of \$275,000 is approximately \$17.71.

OPTIONS: Keep millage rate at 3.264 or rollback the millage rate.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve third reading of Ordinance 644 setting the millage rate at _____.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

ORDINANCE NO. 644

AN ORDINANCE TO FIX THE AD VALOREM TAX RATE FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE TAX YEAR 2021 AND THE FISCAL YEAR OF 2022; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF FLOWERY BRANCH, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2020; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized to assess, levy and collect an ad valorem tax for the purpose of raising revenue to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for all other lawful public purposes; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to establish for said tax a millage rate, a due date and in what length of time said tax must be paid; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to provide for interest and penalties for unpaid taxes and the collection of delinquent taxes.

WHEREAS the City of Flowery Branch, Georgia held three public hearings on 6/10/2021 at 9am and 6pm and 6/17/2021 at 6pm with two votes for the last two consecutive hearings held 6/10/2021 at 6pm and 6/17/2021 at 6pm.

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

SECTION 1. GROSS MILLAGE RATE.

The ad valorem tax rate for the City of Flowery Branch, Georgia for the tax year 2021 and for the 2022 fiscal year for the City of Flowery Branch, Georgia based upon an estimated total valuation by the tax assessors of Hall County of property subject to ad valorem taxation by the City of Flowery Branch, Georgia is hereby set at a gross millage of 5.542 mills.

SECTION 2. CALCULATION AND PURPOSE OF NET MILLAGE RATE.

Upon dividing the net property value of \$568,807,423 into the total receipts of the local option sales tax for the 2021 tax year, which is \$1,856,587 provides a total roll back of 2.278 mills. Subtracting the total roll back of 2.278 mills from the gross millage rate of 5.542 mills provides for a net millage rate of 3.264 mills to be levied on each \$1,000 of taxable property within the corporate limits for the purpose of raising revenue:

- a) to defray the cost of operating the city government;
- b) to provide governmental services;
- c) for the repayment of principal and interest on general obligations; and/or,
- d) any other public purpose.

SECTION 3. 2021 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Flowery Branch, Georgia, an ad valorem tax for the year 2021 of 3.264 mills on each \$1,000 of value of taxable property.

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the one hundred twentieth (120th) day after the postmark of said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

(1) Ad valorem taxes of \$500.00 or less on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated; or

(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for

the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

(B) Taxes owed the city shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15 or any publication that may supersede it, plus three percent (3%), to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. For the purpose of this section, any period of less than one month shall be considered one month.

SECTION 6. NOTICE, ISSUANCE OF FL. FA. AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

(1) Ad valorem taxes of \$500.00 or less on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated; or

(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

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SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO 2020.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2020, which are due and owing to the City of Flowery Branch, Georgia by delinquent taxpayers, the City of Flowery Branch, Georgia, through a duly authorized agent which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years. This past due and delinquent tax notice shall be sent to aid delinquent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within sixty (60) days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other properly duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed."

SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

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

SECTION 9. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

ORDINANCE NO. 644

AN ORDINANCE TO FIX THE AD VALOREM TAX RATE FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE TAX YEAR 2021 AND THE FISCAL YEAR OF 2022; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF FLOWERY BRANCH, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2020; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized to assess, levy and collect an ad valorem tax for the purpose of raising revenue to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for all other lawful public purposes; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to establish for said tax a millage rate, a due date and in what length of time said tax must be paid; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to provide for interest and penalties for unpaid taxes and the collection of delinquent taxes.

WHEREAS the City of Flowery Branch, Georgia held three public hearings on 6/10/2021 at 9am and 6pm and 6/17/2021 at 6pm with two votes for the last two consecutive hearings held 6/10/2021 at 6pm and 6/17/2021 at 6pm.

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

SECTION 1. GROSS MILLAGE RATE.

The ad valorem tax rate for the City of Flowery Branch, Georgia for the tax year 2021 and for the 2022 fiscal year for the City of Flowery Branch, Georgia based upon an estimated total valuation by the tax assessors of Hall County of property subject to ad valorem taxation by the City of Flowery Branch, Georgia is hereby set at a gross millage of 5.542 mills.

SECTION 2. CALCULATION AND PURPOSE OF NET MILLAGE RATE.

Upon dividing the net property value of \$568,807,423 into the total receipts of the local option sales tax for the 2021 tax year, which is \$1,856,587 provides a total roll back of 2.426 mills. Subtracting the total roll back of 2.426 mills from the gross millage rate of 5.542 mills provides for a net millage rate of 3.116 mills to be levied on each \$1,000 of taxable property within the corporate limits for the purpose of raising revenue:

- a) to defray the cost of operating the city government;
- b) to provide governmental services;
- c) for the repayment of principal and interest on general obligations; and/or,
- d) any other public purpose.

SECTION 3. 2021 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Flowery Branch, Georgia, an ad valorem tax for the year 2021 of 3.116 mills on each \$1,000 of value of taxable property.

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the one hundred twentieth (120th) day after the postmark of said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

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the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

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SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

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

SECTION 9. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



Ordinance No.
644: Millage Rate

Public Hearing

- Adopt the Ad Valorem tax rate and levy the tax upon all property subject to taxation by the City of Flowery Branch
 - Net property value is \$568,807,423

Gross Millage Rate	5.542
LOST Rollback	2.278
Reassessment Rollback	0.000
Net Millage Rate	3.264



Ordinance No.
644: Millage Rate

Net Millage Rate

3.264

Property Tax:

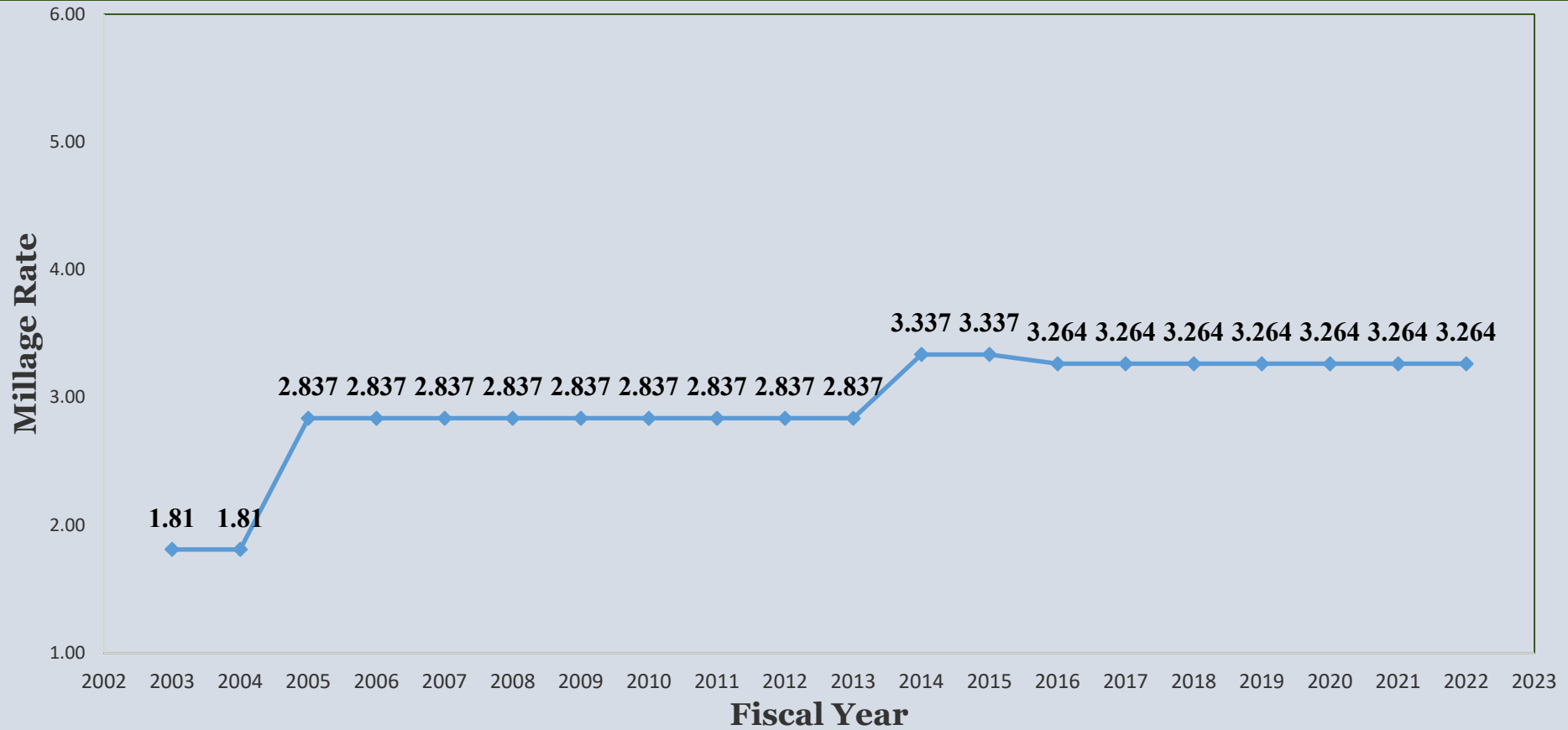
- Major revenue source for the City to provide operations
- How does our millage rate breakdown to cover city-wide operations?
- How much? **\$1,856,587** (at 100% collection rate)

	Budget	Percent	Mills	PT Revenue
Maintenance (Public Works):	\$1,001,146	16.5%	0.540	\$306,881
Operations:	\$2,114,571	34.9%	1.140	\$648,179
Police/Court:	\$1,957,445	32.3%	1.055	\$600,016
Parks:	\$85,550	1.4%	0.046	\$26,224
Planning & Development:	\$898,075	14.9%	0.483	\$275,287
Totals:	\$6,056,787	100.0%	3.264	\$1,856,587

YOUR TAX DOLLAR AT WORK

A Quick-Look Summary of the Adopted \$6.057
Million FY 2021 General Fund Budget

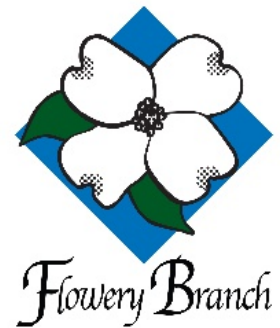




MILLAGE RATE HISTORY

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021

COUNTY:	HALL	TAXING JURISDICTION:	CITY OF FLOWERY BRANCH	
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	448,874,545	25,755,805	47,633,778	522,264,128
PERSONAL	52,435,720		2,534,732	54,970,452
MOTOR VEHICLES	2,994,510		(431,740)	2,562,770
MOBILE HOMES	371,973		(6,518)	365,455
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	20,946		(10,101)	10,845
GROSS DIGEST	504,697,694	25,755,805	49,720,151	580,173,650
EXEMPTIONS	11,453,997		(87,770)	11,366,227
NET DIGEST	493,243,697	25,755,805	49,807,921	568,807,423
	(PYD)	(RVA)	(NAG)	(CYD)
2020 MILLAGE RATE:	3.264		2021 MILLAGE RATE:	3.264
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2020 Net Digest	PYD	493,243,697	(PYD+RVA+NAG)	
Net Value Added-Reassessment of Existing Real Property	RVA	25,755,805		
Other Net Changes to Taxable Digest	NAG	49,807,921		
2021 Net Digest	CYD	568,807,423		
2020 Millage Rate	PYM	3.264	PYM	
Millage Equivalent of Reassessed Value Added	ME	0.148	(RVA/CYD) * PYM	
Rollback Millage Rate for 2021	RR - ROLLBACK RATE	3.116	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate		Rollback Millage Rate	3.116	
Imputed above, this section will automatically calculate the amount of increase in property		2021 Millage Rate	3.264	
taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)		Percentage Tax Increase	4.75%	



Median Home Value for the City of Flowery Branch

100% Fair Market Value	40% Fair Market Value	Millage	Tax	Revenue to the City
\$ 275,000	\$ 110,000	3.264	\$359.04	\$ 1,810,173

NOTE: \$1,810,173 is based on a 97.5% collection rate.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Final Public Hearing - Resolution 21-005 - To Adopt the Fiscal Year 2022 Annual Budget

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year.

OPTIONS:

To adopt the FY2022 Annual Budget.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

To approve adoption of the FY2022 Annual Budget

SAMPLE MOTION:

I make a motion to approve Resolution 21-005 to adopt the FY2022 Annual Budget.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [FY2022 Budget Executive Summary.pdf](#)
- [Resolution 21-005 To Adopt FY2022 Annual Budget.pdf](#)
- [FY2022 Proposed Budget by Fund.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-005 – To Adopt the Fiscal Year 2022 Annual Budget

DATE: 06/01/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/17/2021

PURPOSE:

RESOLUTION 21-005:

TO ADOPT THE FY2022 ANNUAL BUDGET

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year.

OPTIONS: To adopt the FY2022 Annual Budget.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 21-005 to adopt the FY2022 Annual Budget.

DEPARTMENT: Administration

Prepared by: Alisha Gamble

RESOLUTION NO. 21-005

TO ADOPT THE FISCAL YEAR 2022 ANNUAL BUDGET FOR EACH FUND OF THE CITY OF FLOWERY BRANCH, GEORGIA; TO APPROPRIATE THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES OR EXPENSES; TO ADOPT THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS; TO SET THE LEGAL LEVEL OF BUDGETARY CONTROL; TO PROHIBIT EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE; TO PROHIBIT EXPENDITURES OR EXPENSES BEYOND THE FISCAL YEAR FOR WHICH THEY WERE APPROPRIATED; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Flowery Branch; and

WHEREAS, O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the proposed Fiscal Year 2022 Annual Budget, effective from July 1, 2021 to June 30, 2022 ; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed budget as the Fiscal Year 2022 Annual Budget, effective from July 1, 2021 to June 30, 2022.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2022 Annual Budget, attached hereto and incorporated by reference as if fully set forth herein, is hereby adopted as the Budget for the City of Flowery Branch, Georgia for the Fiscal Year 2022, which begins on July 1, 2021 and ends on June 30, 2022.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the "legal level of control" as defined by O.C.G.A. § 36-81-2(14) is set at the department level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department.

Section 4. That under no circumstances shall expenditures or expenses exceed the amount appropriated without a further Budget amendment approved by the Mayor and Council.

Section 5. That all appropriations shall lapse at the end of the fiscal year.

Section 6. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

SO RESOLVED this 17th day of June, 2021.

James “Mike” Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



City of Flowerly Branch

FY2022 Proposed Budget Listing

Account Number	Account Name	FY2022 Proposed Budget
Fund: 100 - GENERAL FUND		
Revenue		
Department: 0000 - Undesignated		
100-0000-311100	Real Prop Taxes - Current Year	1,810,173.00
100-0000-311150	Real Prop Taxes Curr Yr-Penalties	3,500.00
100-0000-311310	Motor Vehicle Taxes	7,600.00
100-0000-311311	TVAT Taxes	340,000.00
100-0000-311312	AAVT Taxes	5,000.00
100-0000-311320	Mobile Home Tax	1,000.00
100-0000-311340	Intangibles - Personal Property Tax	40,000.00
100-0000-311350	GA DOR - Railroad Equipment Taxes	500
100-0000-311500	Real Prop Taxes - Street Lights	9,110.00
100-0000-311600	Real Estate Transfer Taxes	10,000.00
100-0000-311710	Franchise Fees - GA Power	175,000.00
100-0000-311720	Franchise Fees - Jackson EMC	230,000.00
100-0000-311730	Franchise Fees - Southern Co. Gas	78,000.00
100-0000-311750	Franchise Fees - Charter Cable	20,000.00
100-0000-311760	Franchise Fees - BellSouth / AT&T	8,000.00
100-0000-311770	Franchise Fees - Others	7,000.00
100-0000-313100	LOST	1,300,000.00
100-0000-314200	Excise Tax - Distributors	263,000.00
100-0000-314300	Excise Tax - Restaurants	26,000.00
100-0000-314900	Excise Tax - Other	5,000.00
100-0000-316100	Business License (Occupational Tax)	50,000.00
100-0000-316200	Insurance Premium Tax	505,000.00
100-0000-316300	Financial Institution Tax	25,000.00
100-0000-321110	Licenses - Beer	18,000.00
100-0000-321120	Licenses - Wine	15,000.00
100-0000-321130	Licenses-Alcohol	43,000.00
100-0000-321131	Miscellaneous Fees - Rev	500
100-0000-321220	Business Taxes (Ins. Co_ \$50.00)	17,000.00
100-0000-321900	Yard Sale Permits	75
100-0000-321901	Business Licenses - Admin Fees	800
100-0000-322210	Zoning / Land Use Fees	2,500.00
100-0000-323100	Building & Sign Permits	314,643.00
100-0000-323900	Land Disturbance Fees	18,000.00
100-0000-323992	Plan Review Fees	31,500.00
100-0000-323995	PTV Regulatory Fees	300
100-0000-341320	Impact Fees (3% Admin. Fee)	10,934.00
100-0000-341400	Copies	150
100-0000-341910	Qualifying Fees (Elections)	612
100-0000-342120	Police Dept - Accident Reports	2,500.00
100-0000-342210	Police Dept. - False Alarms	1,000.00
100-0000-342310	Police Dept -Pouring/AlcoholPrints	5,400.00
100-0000-342900	Police Dept - Back Ground Checks	2,500.00
100-0000-342910	Police Dept - Reports & Misc Rev	400
100-0000-346900	Police Dept - Alternative Sentencing Fees	3,500.00
100-0000-351100	Court Fines	400,000.00
100-0000-351200	GA Probation Fines	30,000.00
100-0000-351300	PD - State Asset Forfeitures	1,000.00
100-0000-361000	Interest Revenues	7,000.00
100-0000-371200	Police Dept - Shop with a Cop	6,500.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-0000-371210	Police Dept - Technology Fund	30,240.00
100-0000-380005	Surplus Sale of Equipment	500
100-0000-381120	Rent - Main Street Rent	31,350.00
100-0000-382000	Rent - Cingular Tower	40,000.00
100-0000-391275	Transfer In - Hotel/Motel Rev	103,000.00
Total Department: 0000 - Undesignated:		6056787
Total Revenue:		6056787
Expense		
Department: 0000 - Undesignated		
100-0000-579000	Contingency	139,247.00
Total Department: 0000 - Undesignated:		139247
Department: 1110 - Council		
100-1110-511100	Council / Salaries	24,000.00
100-1110-511101	Council / Meeting Per Diem	1,500.00
100-1110-512200	Council / FICA & Medicare	1,836.00
100-1110-521100	Council / Retreat	6,000.00
100-1110-523470	Council / Printing & Binding	2,000.00
100-1110-523500	Council / Travel Expense	3,500.00
100-1110-523700	Council / Edu. & Training	3,500.00
100-1110-531100	Council / Supplies & Material (EDC)	3,000.00
100-1110-531700	Council / Uniforms	500
Total Department: 1110 - Council:		45836
Department: 1130 - City Clerk		
100-1130-511100	City Clerk / Salary	69,607.00
100-1130-512100	City Clerk / Health Insurance	10,000.00
100-1130-512200	City Clerk / FICA & Medicare	5,234.00
100-1130-512220	City Clk Long Term Disability	451
100-1130-512400	City Clerk / Retirement	7,200.00
100-1130-512600	City Clerk / GA SUI	301
100-1130-523220	City Clerk / Cell Phone	480
100-1130-523500	City Clerk / Travel Expenses	2,500.00
100-1130-523600	City Clerk / Dues & Fees	200
100-1130-523700	City Clerk / Education & Training	2,500.00
100-1130-531100	City Clerk / Supplies & Materials	1,000.00
100-1130-531600	City Clerk / Small Equipment	500
100-1130-531790	City Clerk / Uniforms	100
Total Department: 1130 - City Clerk:		100073
Department: 1310 - Mayor		
100-1310-511100	Mayor / Salary	6,000.00
100-1310-511101	Mayor / Meeting Per Diem	3,000.00
100-1310-512200	Mayor / FICA & Medicare	459
100-1310-523221	Mayor / Cell Phone	780
100-1310-523500	Mayor / Travel Expense	2,000.00
100-1310-523700	Mayor / Education & Training	1,500.00
100-1310-531100	Mayor / Supplies & Material	500
100-1310-531700	Mayor / Uniforms	100
Total Department: 1310 - Mayor:		14339
Department: 1320 - City Manager		
100-1320-511100	City Manager/ Salary	46,830.00
100-1320-512100	City Manager / Health Insurance	35,696.00
100-1320-512200	City Manager/ FICA & Medicare	3,499.00
100-1320-512220	City Manager / Long Term Disability	301
100-1320-512400	City Manager / Retirement	4,803.00
100-1320-512600	City Manager/ GA SUI	301

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
100-1320-512910	City Manager / Car Allowance	6,000.00
Total Department: 1320 - City Manager:		97430
Department: 1400 - Elections		
100-1400-511200	Elections / Poll Workers	4,000.00
100-1400-523300	Elections / Advertising	500
100-1400-531100	Elections / Supplies & Materials	600
Total Department: 1400 - Elections:		5100
Department: 1500 - General Administration		
100-1500-511100	Admin / Salaries	180,000.00
100-1500-511300	Admin / Overtime	6,315.00
100-1500-512100	Admin / Health Insurance	56,544.00
100-1500-512200	Admin / FICA & Medicare	13,918.00
100-1500-512220	Admin - Long Term Disability	1,122.00
100-1500-512400	Admin / Retirement	14,570.00
100-1500-512600	Admin / GA SUI	813
100-1500-512700	Admin / Workers Comp.	100,000.00
100-1500-521105	Admin / E-Verify & SAVE Fees	500
100-1500-521204	Admin / Prof. Svs / Eng / Appraisals	28,000.00
100-1500-521240	Admin / Legal Fees	125,000.00
100-1500-521245	Admin / Annual Audit Fees	45,000.00
100-1500-521297	Admin / Surplus Sale Auction	500
100-1500-521300	Admin / Website & Software Maintenance	13,000.00
100-1500-521310	Admin / IT Services	16,500.00
100-1500-523200	Admin / Communications	500
100-1500-523201	Admin / Cell Phones	720
100-1500-523250	Admin / Shipping & Postage	5,000.00
100-1500-523300	Admin / Advertising	3,000.00
100-1500-523400	Admin / Printing & Binding	5,000.00
100-1500-523500	Admin / Travel Expenses	7,000.00
100-1500-523600	Admin / Dues & Fees	8,000.00
100-1500-523602	Admin / Accountant Consulting Fees	10,000.00
100-1500-523603	Admin / Muni Code	10,000.00
100-1500-523700	Admin / Education & Training	7,000.00
100-1500-531100	Admin / Supplies & Materials	4,000.00
100-1500-531110	Admin / Office Supplies	5,000.00
100-1500-531400	Admin / Books & Periodicals	600
100-1500-531600	Admin / Small Equipment	10,000.00
100-1500-531701	Admin / Miscellaneous	12,000.00
100-1500-531790	Admin / Uniforms	320
Total Department: 1500 - General Administration:		689922
Department: 1555 - Risk Management		
100-1555-523190	Risk Mgmt - Property & Liability	112,000.00
100-1555-531100	Risk Mgmt - Safety Coordinator	1,500.00
Total Department: 1555 - Risk Management:		113500
Department: 1565 - Gen Govt Bldg and Plant		
100-1565-521010	City Hall & Bldg's / Security	6,000.00
100-1565-522100	City Hall & Bldg's / Cleaning	19,500.00
100-1565-522140	City Hall & Bldg's / Lawn Maintenance	12,000.00
100-1565-522200	City Hall & Bldg's / Repairs & Maintenance	35,000.00
100-1565-522210	City Hall & Bldg's / Pest / Termite	7,500.00
100-1565-522220	City Hall & Bldg's / AC Repairs & Maint.	25,000.00
100-1565-523200	City Hall & Bldg's / Communications	25,000.00
100-1565-531100	City Hall & Bldg's / Supplies & Materials	4,000.00
100-1565-531211	City Hall & Bldg's / Water & Sewer	13,000.00
100-1565-531230	City Hall & Bldg's / Electricity	35,000.00
100-1565-531700	City Hall & Bldg's - Other Expenses	15,000.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-1565-541300	Capital Outlays - City Hall	40,000.00
Total Department: 1565 - Gen Govt Bldg and Plant:		237000
Department: 1570 - Public Information		
100-1570-523202	GA Mtn Regional Commission	9,000.00
Total Department: 1570 - Public Information:		9000
Department: 1580 - Records Management		
100-1580-523950	Records Management - Destruction	200
Total Department: 1580 - Records Management:		200
Department: 2650 - Municipal Court		
100-2650-511100	Court Clerk / Salary	83,743.00
100-2650-511300	Court Clerk / Overtime	2,500.00
100-2650-512100	Court Clerk / Health Insurance	12,378.00
100-2650-512200	Court Clerk / FICA & Medicare	6,342.00
100-2650-512220	Court - Long Term Disability	659
100-2650-512400	Court Clerk / Retirement	8,524.00
100-2650-512600	Court Clerk / GA SUI	603
100-2650-521201	Solicitor	8,700.00
100-2650-521202	Public Defender	8,700.00
100-2650-521203	Judge	11,700.00
100-2650-521300	Court / CJT & SSI Software & Support	30,000.00
100-2650-523500	Court / Travel Expenses	500
100-2650-523700	Court / Education & Training	1,300.00
100-2650-523850	Translator	4,940.00
100-2650-531705	Prison Costs	6,000.00
Total Department: 2650 - Municipal Court:		186589
Department: 3210 - Police Administration		
100-3210-511100	PD Admin / Salaries	215,117.00
100-3210-511300	PD Admin / Overtime	1,349.00
100-3210-512100	PD Admin / Health Insurance	39,609.00
100-3210-512200	PD Admin / FICA & Medicare	16,300.00
100-3210-512220	PD Admin / Long Term Disability	1,693.00
100-3210-512400	PD Admin/ Retirement	12,567.00
100-3210-512600	PD Admin / GA SUI	904
100-3210-521110	PD / Drug Testing	2,000.00
100-3210-521200	PD Admin / Legal Fees	5,000.00
100-3210-521201	PD Admin / Public Relations	5,000.00
100-3210-521230	PD / State Forfeiture Materials & Equipment	32,800.00
100-3210-521267	PD / Firing Range Repairs/Maint	200
100-3210-521291	PD / Shop with a Cop	8,000.00
100-3210-521292	PD / Technology Fund Expense	30,240.00
100-3210-521300	PD/ Website & Software Maintenance	14,500.00
100-3210-521310	PD / IT Services	16,500.00
100-3210-522205	PD / Vehicle Repairs & Maint.	25,000.00
100-3210-522206	PD / Towing of Vehicles	300
100-3210-523200	PD / Communications	12,258.00
100-3210-523203	PD / Radio's for Vehicles	4,500.00
100-3210-523221	PD / Cell Phones	15,900.00
100-3210-523250	PD Admin/ Shipping & Postage	1,000.00
100-3210-523300	PD / Advertising	600
100-3210-523400	PD/ Printing & Binding	1,500.00
100-3210-523601	PD / Dues & Fees / TLO / GTA	1,800.00
100-3210-523700	PD / Education & Training	10,000.00
100-3210-531100	PD/ Supplies & Materials	8,500.00
100-3210-531110	PD/ Office Supplies	5,000.00
100-3210-531270	PD / Gasoline	77,000.00
100-3210-531400	PD/ Books & Periodicals	200

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-3210-531600	PD / Small Equipment	18,000.00
100-3210-531620	PD / Safety Vests/ B.P.	6,900.00
100-3210-531795	PD / Uniforms	16,000.00
100-3210-540000	PD / Capital Items	43,000.00
Total Department: 3210 - Police Administration:		649237
Department: 3223 - Patrol		
100-3223-511100	Patrol/ Salaries	774,982.00
100-3223-511300	Patrol/ Overtime	18,811.00
100-3223-511301	Patrol / Event Support Overtime	2,000.00
100-3223-512100	Patrol / Health Insurance	183,726.00
100-3223-512200	Patrol / FICA & Medicare	59,191.00
100-3223-512220	Patrol / Long Term Disability	6,175.00
100-3223-512400	Patrol / Retirement	66,614.00
100-3223-512410	Patrol / Peace Officers Annuity Fund	5,000.00
100-3223-512600	Patrol / GA SUI	5,120.00
Total Department: 3223 - Patrol:		1121619
Department: 4210 - Highways & Street Adm		
100-4210-511100	PW / Salaries	130,000.00
100-4210-511300	PW / Overtime	2,866.00
100-4210-511301	PW - Event Support Overtime	600
100-4210-512100	PW / Health Insurance	35,384.00
100-4210-512200	PW / FICA & Medicare	9,770.00
100-4210-512220	PWs / Long Term Disability	594
100-4210-512400	PW / Retirement	874
100-4210-512600	PWs / GA SUI	1,747.00
100-4210-521200	PWs / Legal Fees	15,000.00
100-4210-521204	PWs / Prof. Services	12,000.00
100-4210-521300	PWs / Website & Software Maintenance	13,000.00
100-4210-521311	PWs / IT Services	16,500.00
100-4210-522115	PWS / Land Fill Costs	5,000.00
100-4210-522200	PWs / Repairs & Maintenance	9,000.00
100-4210-522205	PWs / Vehicle Repairs & Maint.	12,000.00
100-4210-522250	PWs / Roads - Repairs & Maintenance	80,000.00
100-4210-522252	PWs / Signage Installation & Maintenance	10,000.00
100-4210-522260	PWs / Stormwater Management	135,061.00
100-4210-523221	PWs / Cell Phones	2,100.00
100-4210-523600	PWs / Dues and Fees	250
100-4210-523700	PWs / Education & Training	5,000.00
100-4210-531100	PWs / Supplies & Material	10,000.00
100-4210-531270	PWs / Gasoline	14,400.00
100-4210-531600	PWs / Small Equipment	25,000.00
100-4210-531790	PW / Uniforms	12,000.00
100-4210-541000	PWs / Property ROW Acquisition	12,000.00
100-4210-542100	PWs / Capital Purchases	25,000.00
100-4210-542200	PWs / Vehicles	45,000.00
Total Department: 4210 - Highways & Street Adm:		640146
Department: 4260 - Street Lighting		
100-4260-531232	Street Lights / Electricity	70,000.00
100-4260-531233	Street Lights - Madison Creek	2,800.00
100-4260-531235	FB Welcome Sign - Electricity	1,000.00
Total Department: 4260 - Street Lighting:		73800
Department: 4270 - Traffic Engineering		
100-4270-523210	Traffic Signal / AT&T	3,000.00
100-4270-531231	Traffic Signal / Electricity	5,000.00
Total Department: 4270 - Traffic Engineering:		8000

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Department: 4900 - Maintenance And Shop		
100-4900-522200	PWs / Shop - Repairs & Maintenance	3,000.00
100-4900-531100	Shop/ Supplies & Materials	1,000.00
Total Department: 4900 - Maintenance And Shop:		4000
Department: 5530 - Community Center / Depot		
100-5530-521200	Depot & Comm Room / Contracted Services	6,000.00
100-5530-522200	Depot & Comm Rm/Caboose Repairs & Maint.	10,500.00
100-5530-523200	Depot / Communications	4,200.00
100-5530-531100	Depot & Comm Room/ Supplies & Materials	3,000.00
100-5530-531230	Depot/Caboose Electricity	5,700.00
Total Department: 5530 - Community Center / Depot:		29400
Department: 6100 - Railroad Right-Of-Way		
100-6100-522310	RR / Lease Pmt. Right-Aways	4,500.00
100-6100-522350	RR / Improvements to Right-Aways	4,300.00
Total Department: 6100 - Railroad Right-Of-Way:		8800
Department: 6110 - Culture & Recreation		
100-6110-523245	C&R / Vendors & Sponsors IN & OUT	4,100.00
100-6110-523600	C&R / Dues & Fees (ASCAP)	350
100-6110-523900	C&R / Porta John Rentals & Cleaning Service	5,850.00
100-6110-531190	C&R / Concert Expenses	4,000.00
100-6110-531191	C&R / Christmas Decorating	75,000.00
100-6110-531192	C&R / LLCVB Event Support	8,250.00
100-6110-531193	C&R / Community Art Fund	5,000.00
100-6110-531990	C&R / Supplies & Materials	3,000.00
Total Department: 6110 - Culture & Recreation:		105550
Department: 6200 - Parks		
100-6200-522200	Parks / Repairs & Maintenance	15,000.00
100-6200-541200	Parks / Site Improvements	60,000.00
Total Department: 6200 - Parks:		75000
Department: 7400 - Planning & Community Dev.		
100-7400-511100	PCD/ Salaries	274,307.00
100-7400-511300	PCD/ Overtime	5,577.00
100-7400-512100	PCD/ Health Insurance	29,772.00
100-7400-512200	PCD/ FICA & Medicare	21,123.00
100-7400-512220	PCD - Long Term Disability	2,155.00
100-7400-512400	PCD/ Retirement	23,386.00
100-7400-512600	PCD/GA SUI	1,205.00
100-7400-521201	PCD / Professional Sys & Projects	100,000.00
100-7400-521202	PCD / MS4 Reporting	20,000.00
100-7400-521205	PCD/ Comprehensive Plan	75,000.00
100-7400-521207	PCD/ GIS Permitting Sys - Hall Co.	19,000.00
100-7400-521208	PCD / Traffic Calming	10,000.00
100-7400-521209	PCD / Contracted Services (S&E)	85,000.00
100-7400-521240	PCD/ Legal Fees	40,000.00
100-7400-521247	PCD / Plan Review Expenses	25,000.00
100-7400-521300	PCD / Website & Software Maintenance	18,000.00
100-7400-521310	PCD / IT Services	16,500.00
100-7400-522205	PCD / Vehicle Repairs & Maint	3,500.00
100-7400-523200	PCD/ Communications	500
100-7400-523221	PCD/ Cell Phones	2,600.00
100-7400-523250	PCD / Shipping & Postage	1,000.00
100-7400-523300	PCD/ Advertising	5,000.00
100-7400-523400	PCD/ Printing & Binding	1,000.00
100-7400-523500	PCD/ Travel Expenses	4,150.00
100-7400-523600	PCD/ Dues & Fees	1,000.00
100-7400-523700	PCD/ Education & Training	4,150.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
100-7400-531100	PCD / Supplies & Materials	2,000.00
100-7400-531110	PCD/ Office Supplies	1,200.00
100-7400-531211	PCD - Water / Sewer / Trash Sys Chg	2,500.00
100-7400-531270	PCD/ Gasoline	300
100-7400-531400	PCD/ Books & Periodicals	150
100-7400-531600	PCD / Small Equipment	8,000.00
100-7400-531790	PCD/ Uniforms	3,000.00
100-7400-542500	PCD / Capital Items	50,000.00
Total Department: 7400 - Planning & Community Dev.:		856075
Department: 7520 - Economic Development		
100-7520-521201	Professional Services & Projects	10,000.00
100-7520-531100	Development Auth. Supplies & Matls	7,000.00
100-7520-572000	E. D. C. Contract	25,000.00
Total Department: 7520 - Economic Development:		42000
Department: 7540 - 7540		
100-7540-511100	Tourism / Salaries	54,277.00
100-7540-511300	Tourism / Overtime	1,700.00
100-7540-512100	Tourism / Health Insurance	12,276.00
100-7540-512200	Tourism / FICA & Medicare	4,259.00
100-7540-512220	Tourism / Long Term Disability	437
100-7540-512600	Tourism / GA SUI	301
100-7540-521201	Tourism / Public Relations	3,000.00
100-7540-523200	Tourism / Communications	3,600.00
100-7540-523201	Tourism / Cell Phone	720
100-7540-523300	Tourism / Advertising	3,000.00
100-7540-523400	Tourism / Printing & Binding	3,000.00
100-7540-523500	Tourism / Travel Expenses	3,000.00
100-7540-523700	Tourism / Training	3,000.00
100-7540-531192	Tourism / Events Support	25,000.00
100-7540-531700	Tourism / Uniforms	500
Total Department: 7540 - 7540:		118070
Department: 9000 - Non-Departmental		
100-9000-611270	Transfer Out 270 - TAD Fund	70,000.00
100-9000-611350	Transfer Out 350 - Local Resources Fund	616,854.00
Total Department: 9000 - Non-Departmental:		686854
Total Expense:		6056787
Total Fund: 100 - GENERAL FUND:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 270 - TAX ALLOCATION DISTRICT F		
Revenue		
Department: 0000 - Undesignated		
270-0000-311100	TAD - Revenue - Hall Co Portion	105,000.00
270-0000-361000	Interest Revenue	5,000.00
270-0000-391100	Transfer in 100 - General Fund	70,000.00
270-0000-399900	Budgeted Fund Balance	5,095,519.00
Total Department: 0000 - Undesignated:		5275519
Total Revenue:		5275519
Expense		
Department: 0000 - Undesignated		
270-0000-541200	Pine Street Park & Streetscaping	589,465.00
270-0000-541220	Market Pavilion Park & Streetscaping	1,331,249.00
270-0000-541410	Pine Street Improvements	586,932.00
270-0000-541420	Old Town Bike-Pedestrian Path	1,010,081.00
270-0000-541430	Mitchell Street Improvements	851,126.00
270-0000-541440	Downtown Stormwater Improvements	714,866.00
270-0000-581100	TRG Annual Tax Increment Loan Payment	30,000.00
270-0000-582100	Interest - Series 2020 Bond	158,800.00
270-0000-583000	Fiscal Agent Fees	3,000.00
Total Department: 0000 - Undesignated:		5275519
Total Expense:		5275519
Total Fund: 270 - TAX ALLOCATION DISTRICT F:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 275 - TOURISM / HOTEL - MOTEL F		
Revenue		
Department: 0000 - Undesignated		
275-0000-314100	CVB Hotel Tax Rev - City's Portion	83,000.00
275-0000-314200	Tourism Product Development	20,000.00
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion	51,000.00
Total Department: 0000 - Undesignated:		154000
Total Revenue:		154000
Expense		
Department: 7540 - 7540		
275-7540-572000	Convention Visitors Bureau	51,000.00
275-7540-611100	Trans Out 100 - General Fund	103,000.00
Total Department: 7540 - 7540:		154000
Total Expense:		154000
Total Fund: 275 - TOURISM / HOTEL - MOTEL F:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND		
Revenue		
Department: 0000 - Undesignated		
308-0000-344230	Residential Sewer Development Charges	215,000.00
308-0000-344231	Residential Water Development Charges	215,000.00
308-0000-344233	Commercial Water Development Charges	100,000.00
308-0000-344234	Commercial Sewer Development Charges	100,000.00
308-0000-344235	Residential Irrigation Meters	10,000.00
308-0000-344236	Commercial Irrigation Meters	10,000.00
308-0000-393100	GEFA Debt Proceeds - DW2020020	1,515,000.00
308-0000-393200	GEFA Debt Proceeds - CW2020010	11,215,001.00
Total Department: 0000 - Undesignated:		13380001
Total Revenue:		13380001
Expense		
Department: 0000 - Undesignated		
308-0000-541510	Construction Management Services	393,000.00
308-0000-541520	Wastewater Expansion Construction (Parallel Plai	10,017,001.00
308-0000-541525	Geotechnical for Construction Site Work	55,000.00
308-0000-541530	Wastewater Pump Station Modification	100,000.00
308-0000-541610	Water Distribution System Upgrade	200,000.00
308-0000-541620	Lights Ferry Water Line	250,000.00
308-0000-541630	Purchase Well 4 & 5	400,000.00
308-0000-541640	Test Well 4 & 5	50,000.00
308-0000-541650	Install Pumps and Well House 4 & 5	475,000.00
308-0000-541660	SCADA System Improvements	50,000.00
308-0000-541670	New 750,000 Ground Tank Construction	625,000.00
308-0000-542000	Wastewater Effluent Discharge Force Main - Phas	750,000.00
308-0000-543003	HACH Maintenance & Lab Management Software	15,000.00
Total Department: 0000 - Undesignated:		13380001
Total Expense:		13380001
Total Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND:		0

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
Fund: 320 - SPLOST FUND		
Revenue		
Department: 0000 - Undesignated		
320-0000-313508	SPLOST VIII	1,175,103.00
Total Department: 0000 - Undesignated:		1175103
Total Revenue:		1175103
Expense		
Department: 0000 - Undesignated		
320-0000-522250	VIII -Roads & Sidewalk Improvements	552,103.00
320-0000-541004	VIII - Lights Ferry Culvert	550,000.00
320-0000-542200	VIII -PD Vehicles & Equipment	43,000.00
320-0000-542300	VIII -Public Works Vehicles & Equipment	30,000.00
Total Department: 0000 - Undesignated:		1175103
Total Expense:		1175103
Total Fund: 320 - SPLOST FUND:		0

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
Fund: 350 - LOCAL RESOURCES FUND		
Revenue		
Department: 0000 - Undesignated		
350-0000-334100	LMIG Revenue	85,000.00
350-0000-389200	Reserves	1,218,535.00
350-0000-391100	Transfer in 100 - General Fund	616,854.00
Total Department: 0000 - Undesignated:		1920389
Total Revenue:		1920389
Expense		
Department: 0000 - Undesignated		
350-0000-522200	Paving/Repairs & Maintenance - Roads	885,713.00
350-0000-522255	Mitchell St/Bassett Storwater Planning & Design	400,000.00
350-0000-541003	City-Wide Signage Project	78,000.00
350-0000-541004	Mitchell St Stormwater Infrastructure Imp - Phase	75,000.00
350-0000-541300	City Buildings Generator Project	50,000.00
350-0000-543001	Downtown Streetscapes/Parks Design Project	92,500.00
350-0000-581000	Principal - City Hall Bond	293,547.00
350-0000-582100	Interest - City Hall Bond	45,629.00
Total Department: 0000 - Undesignated:		1920389
Total Expense:		1920389
Total Fund: 350 - LOCAL RESOURCES FUND:		0

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
Fund: 505 - WATER / SEWER FUND		
Revenue		
Department: 0000 - Undesignated		
505-0000-344210	Water Charges	801,000.00
505-0000-344220	Meter Set Fees	225,000.00
505-0000-344232	Admin. Fees	112,000.00
505-0000-344253	Sewer Charges - Billed By Gainesville	800,000.00
505-0000-344254	Sewer Charges	1,100,000.00
505-0000-380000	Penalties / Reconnect Fees	48,000.00
505-0000-380100	W&S Miscellaneous Revenue	3,500.00
505-0000-380500	S / F.O.G. & Pre-Treatment Permits	7,850.00
505-0000-389000	WI Rebates from Gainesville 5%	38,000.00
Total Department: 0000 - Undesignated:		3135350
Total Revenue:		3135350
Expense		
Department: 0000 - Undesignated		
505-0000-579000	Contingency	187,788.00
505-0000-581100	Bonds - Principal Payments	278,000.00
505-0000-581300	GEFA CW13009 - Principal	71,101.00
505-0000-582100	Bonds - Interest Payments	79,170.00
505-0000-582101	Amort. of Bond Refunding Premium	5,745.00
505-0000-582300	GEFA CW13009 - Interest	14,933.00
505-0000-582400	GEFA CW2020010 - Interest	48,750.00
505-0000-582500	GEFA DW2020020 - Interest	16,250.00
Total Department: 0000 - Undesignated:		701737
Department: 1500 - General Administration		
505-1500-511100	W/S Admin / Salaries	140,550.00
505-1500-511300	W/S Admin / Overtime	8,535.00
505-1500-512100	W/S Admin / Health Insurance	40,404.00
505-1500-512200	W/S Admin I FICA & Medicare	11,187.00
505-1500-512220	Admi - Long Term Disability	857
505-1500-512400	W/S Admin / Retirement	6,766.00
505-1500-512600	W/S Admin / GA SUI	994
505-1500-521204	Admin - Professional Services	40,000.00
505-1500-521240	W/S Admin / Legal Fees	25,000.00
505-1500-521300	W/S Admin / Website & Software Maintenance	14,000.00
505-1500-521310	W/S Admin / IT Services	16,500.00
505-1500-523210	W/S Admin - Call Notifications Expense	1,000.00
505-1500-523250	W&S Admin Shipping & Postage	14,100.00
505-1500-523310	W/S Admin - Advertising	2,000.00
505-1500-523400	W&S Printing	3,000.00
505-1500-531110	W/S Office Supplies	1,500.00
505-1500-531600	W&S Admin - Small Equipment	7,200.00
Total Department: 1500 - General Administration:		333593
Department: 4300 - Wastewater		
505-4300-511100	S/ Salaries	295,856.00
505-4300-511300	S/ Overtime	8,481.00
505-4300-512100	S/ Health Insurance	83,198.00
505-4300-512200	S/ FICA & Medicare	22,769.00
505-4300-512220	S/ - Long Term Disability	1,421.00
505-4300-512400	S/ Retirement	14,321.00
505-4300-512600	S/ GA SU1	2,033.00
505-4300-521204	S / Engineering Fees	45,000.00
505-4300-521310	S/ Sewage Testing	5,000.00
505-4300-521315	S/ EPD Compliance & Fines	6,000.00
505-4300-522110	S/ Sludge Disposal	180,000.00

Budget Listing

		FY2022
Account Number	Account Name	FY2022 #2
505-4300-522200	S/ Repairs & Maintenance	100,000.00
505-4300-522205	S/ Vehicle Repairs & Maintenance	2,500.00
505-4300-523200	S/ Communications	5,520.00
505-4300-523221	S/ Cell Phones	2,600.00
505-4300-523250	S / Shipping & Postage	250
505-4300-523500	S/ Travel Expenses	1,500.00
505-4300-523600	S/ Dues & Fees	3,500.00
505-4300-523700	S/ Education & Training	2,500.00
505-4300-531100	S/ Supplies & Materials	25,000.00
505-4300-531110	S/ Office Supplies	4,000.00
505-4300-531120	S/ Chemicals	140,000.00
505-4300-531230	S/ Electricity	141,000.00
505-4300-531270	S/ Gasoline & Diesel	10,000.00
505-4300-531600	S/ Small Equip. & Lab Equip.	15,000.00
505-4300-531790	S/ Uniforms	9,000.00
505-4300-542000	S / Capital - Machinery & Equipment	81,150.00
Total Department: 4300 - Wastewater:		1207599
Department: 4334 - Sewer Lift Stations		
505-4334-522200	L/S Repairs & Maint.	60,000.00
505-4334-523200	L/S Communications	3,300.00
505-4334-531210	L/S Water	6,000.00
505-4334-531230	L/S Electricity	40,000.00
505-4334-531240	L/S Propane Gas	3,500.00
Total Department: 4334 - Sewer Lift Stations:		112800
Department: 4400 - Water		
505-4400-511100	W/ Salaries	313,331.00
505-4400-511300	W/ Overtime	9,200.00
505-4400-512100	W/ Health Insurance	91,739.00
505-4400-512200	W/ FICA & Medicare	24,068.00
505-4400-512220	W/ - Long Term Disability	1,375.00
505-4400-512400	W/ Retirement	17,964.00
505-4400-512600	W / GA SUI	2,244.00
505-4400-521204	W / Engineering Fees	45,000.00
505-4400-521300	W/ Water Testing & Storm Wtr Monit	9,000.00
505-4400-521313	W/ WaterShed Protection Plan	15,000.00
505-4400-521315	W/ EPD Compliance - Audits & Repts	8,000.00
505-4400-522200	W/ Repairs & Maintenance	20,000.00
505-4400-522205	W / Vehicle Repairs & Maintenance	5,000.00
505-4400-523200	W/ Communications	500
505-4400-523221	W/ Cell Phones	2,500.00
505-4400-523250	W / Shipping & Postage	600
505-4400-523400	W / Printing & Binding	600
505-4400-523500	W/ Travel Expenses	500
505-4400-523600	W/ Dues & Fees	3,500.00
505-4400-523700	W/ Education & Training	2,000.00
505-4400-531100	W/ Supplies & Materials	15,000.00
505-4400-531110	W / Meter Purchases	80,000.00
505-4400-531270	W/ Gasoline & Diesel	10,000.00
505-4400-531600	W/ Small Equipment	5,000.00
505-4400-531790	W/ Uniforms	12,500.00
Total Department: 4400 - Water:		694621
Department: 4420 - Water Supply		
505-4420-522200	Well Buildings - Repairs/Maint	2,000.00
505-4420-523900	Wells & Water Tanks R&M/Inspections	25,000.00
505-4420-531230	Wells & Water Tanks - Electricity	49,000.00

Budget Listing

Account Number	Account Name	FY2022 FY2022 #2
505-4420-531990	Wells & Water Tanks - Chemicals	9,000.00
	Total Department: 4420 - Water Supply:	85000
	Total Expense:	3135350
	Total Fund: 505 - WATER / SEWER FUND:	0
	Report Total:	0



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 17, 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

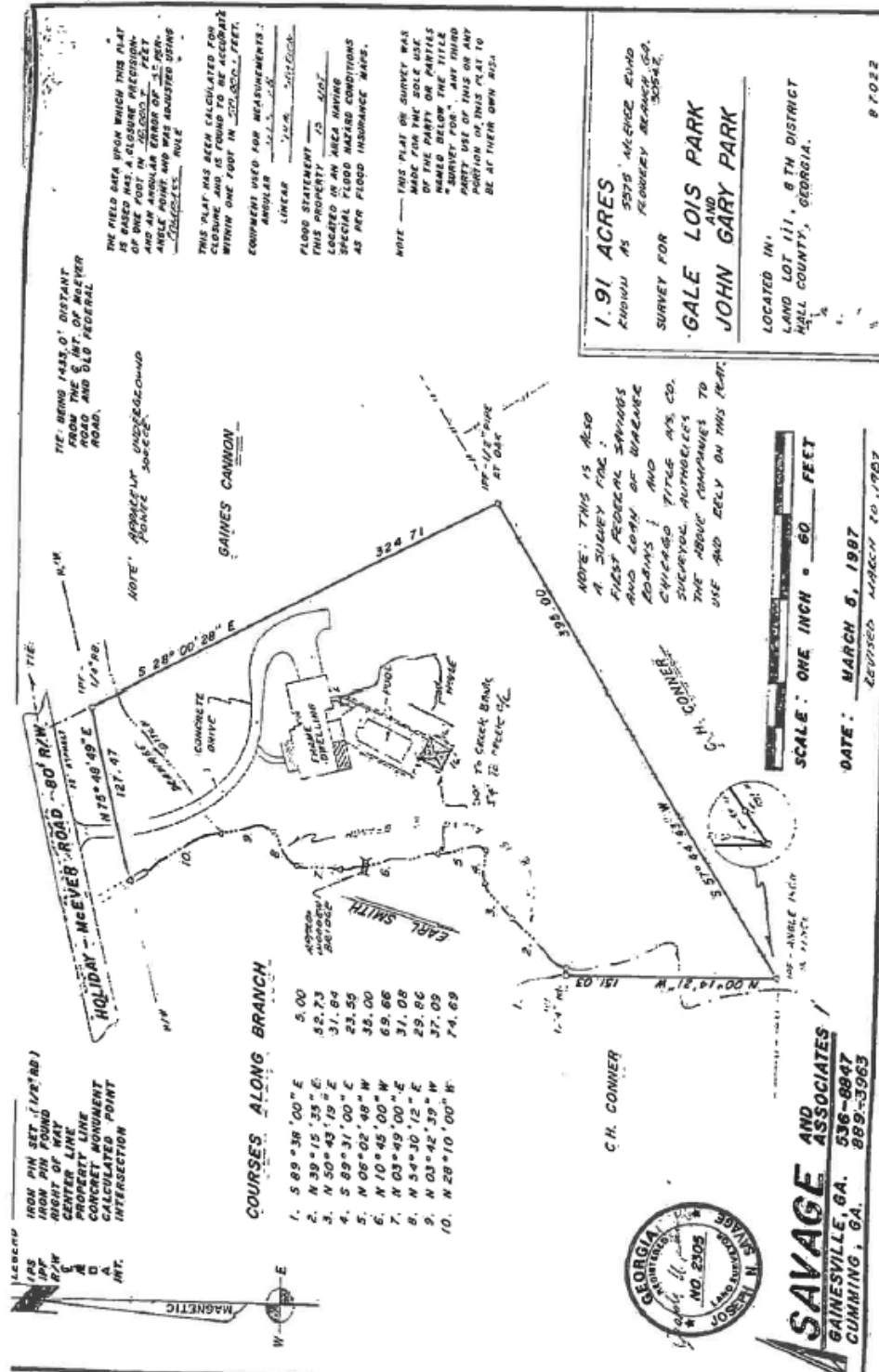


Exhibit "B"

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

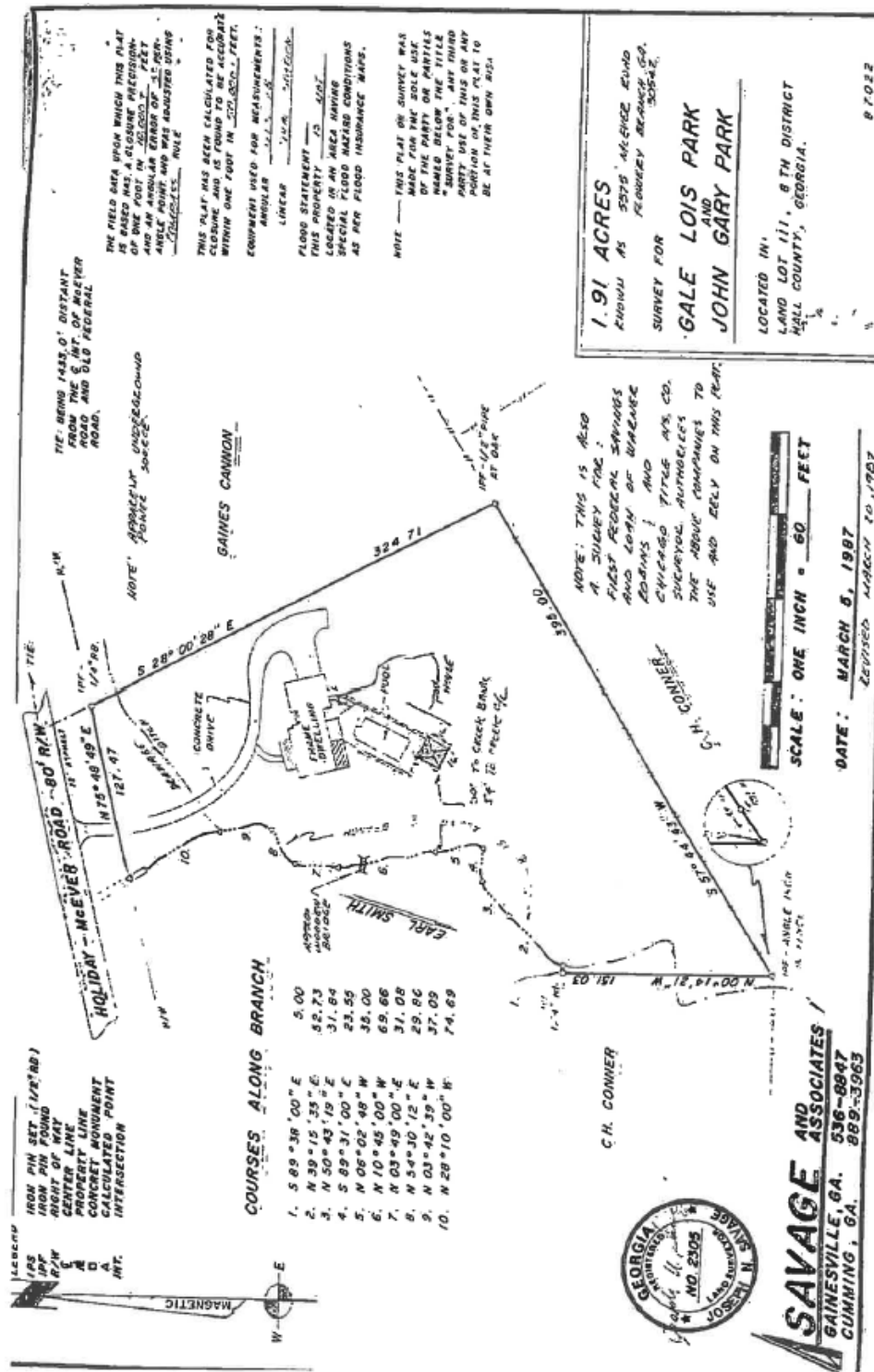
ATTEST:

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: Consider a request submitted by Fall Leaf Residential, LLC. to annex and rezone 6495 and 6509 McEver Road with the intent to develop and construct a townhome community.

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The parcels under consideration were previously discussed as part of the annexation request submitted by CA-Ventures that was subsequently denied by Council.

Hall County objected to the annexation after the public hearing held on April 1, 2021. Applicant has negotiated with Hall County and agreed to lower the number of townhomes to under 130. Information will be updated prior to the scheduled June 17, 2021 second read.

FACTS AND ISSUES:

The applicant has formally withdrawn the request. Please see attached.

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: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Rough First Read All 4 Ordinances.pdf](#)

- [Withdrawal Letter Mceever 6-14 \(1\).pdf](#)

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 635

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A 15.96 +/- ACRE PARCEL OF LAND OWNED BY THE ESTATE OF CLARA MAE MANN IDENTIFIED AS 6495 MCEVER ROAD, TAX PARCEL 08150 002002A 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, the Estate of Clara Mae Mann owns the 15.96 +/- acre parcel of land known as 6495 McEver Road, identified as Parcel Tax Identification No.08150 002002A, 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 Fall Leaf Residential, LLC. 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 6495 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, Fall Leaf Residential, LLC has 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 April 1, 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 6495 McEver Road, identified as Parcel Tax Identification No. 08150 002002A, 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

3



Exhibit "B"

Legal Description 16.84 acres McEver Road

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as Follows:

Beginning at a point on the southeasterly Right of Way Line of McEver Road (80 foot Right of Way) said point being located 666.79 feet southwesterly as measured along the southeasterly Right of Way line of McEver Road from the point marked by the intersection of the southeasterly right of way line of McEver Road with the southwesterly Right of Way line of Gaines Ferry Road (50 foot Right of Way; Thence running South $30^{\circ}48'02''$ East 290.95 feet to a point; Thence running North $58^{\circ}26'24''$ East 424.43 feet to a point; Thence running South $30^{\circ}31'22''$ East 166.41 feet to a point; Thence running South $30^{\circ}56'54''$ East 333.66 feet to a point on the northwesterly right of way line of Southern Railroad (400 foot right of way); thence running South $36^{\circ}16'01''$ West along said Southern Railway right of way 963.84 feet to a point; thence running North $30^{\circ}06'58''$ West 1161.27 feet to a point on the southeasterly Right of Way line of McEver Road; Thence running North $59^{\circ}13'47''$ East along the southeasterly Right of Way line of McEver Road 449.35 feet to a point and being the Point of Beginning, said property consisting of 16.84 acres.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 637

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A PARCEL OF REAL PROPERTY TOTALING 16.5 +/- ACRES, OWNED BY THE ESTATE OF CLARA MAE MANN IDENTIFIED AS 6495 MCEVER ROAD, TAX PARCEL NO. 08150 002002A 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, the Estate of Clara Mae Mann owns 6495 McEver Road identified as Parcel Tax Identification No. 08150 002002A, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, Diane Mann Crawford 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 April 1, 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 R III (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 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 AIII (Agricultural Residential).
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.

A real piece of property known as 6495 McEver Road, as shown on Exhibit “A” which is legally described in Exhibit “B”, is hereby rezoned from Hall County A III (Agricultural Residential) to Flowery Branch R III (Residential Muti-Family). 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.

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

4



Exhibit "B"

Legal Description 16.84 acres McEver Road

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as Follows:

Beginning at a point on the southeasterly Right of Way Line of McEver Road (80 foot Right of Way) said point being located 666.79 feet southwesterly as measured along the southeasterly Right of Way line of McEver Road from the point marked by the intersection of the southeasterly right of way line of McEver Road with the southwesterly Right of Way line of Gaines Ferry Road (50 foot Right of Way; Thence running South $30^{\circ}48'02''$ East 290.95 feet to a point; Thence running North $58^{\circ}26'24''$ East 424.43 feet to a point; Thence running South $30^{\circ}31'22''$ East 166.41 feet to a point; Thence running South $30^{\circ}56'54''$ East 333.66 feet to a point on the northwesterly right of way line of Southern Railroad (400 foot right of way); thence running South $36^{\circ}16'01''$ West along said Southern Railway right of way 963.84 feet to a point; thence running North $30^{\circ}06'58''$ West 1161.27 feet to a point on the southeasterly Right of Way line of McEver Road; Thence running North $59^{\circ}13'47''$ East along the southeasterly Right of Way line of McEver Road 449.35 feet to a point and being the Point of Beginning, said property consisting of 16.84 acres.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 636

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, AN 8.25 +/- ACRE PARCEL OF LAND OWNED BY E&S DEVELOPMENT, LLC. IDENTIFIED AS 6509 MCEVER ROAD, TAX PARCEL 08150 002002, 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, E&S Development, LLC. owns the parcel of land known as 6509 McEver Road, identified as Parcel Tax Identification No.08150 002002, 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 Fall Leaf Residential, LLC. 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 6509 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, Fall Leaf Residential, LLC. 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 known as 6509 McEver Road 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 April 1, 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 parcel known as 6509 McEver Road and identified as Parcel Tax Identification 08150 002002, 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

118



Exhibit "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 150 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AS SHOWN AND DELINEATED AS 8.843 ACRES, MORE OR LESS, ON PLAT OF SURVEY FOR ANTHONY SHERMAN & VICTOR FELIX ESPINOSA BY JARRARD SURVEYING DATED MAY 26, 2005, LAST REVISED SEPTEMBER 9, 2005, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD (80 FOOT RIGHT OF WAY), SAID POINT BEING SOUTH 63 DEGREES 25 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.84 FEET, FROM THE INTERSECTION OF THE CENTERLINES OF MCEVER ROAD AND VISTA GLEN; THENCE RUNNING NORTH 64 DEGREES 26 MINUTES 11 SECONDS EAST ALONG THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, A DISTANCE OF 247.50 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 24 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 1160.82 FEET, TO AN IRON PIN ON THE NORTHWESTERN RIGHT OF WAY OF SOUTHERN RAILROAD (400 FOOT RIGHT OF WAY); THENCE RUNNING SOUTH 41 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 484.73 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 24 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 477.85 FEET, TO AN IRON PIN; THENCE RUNNING NORTH 64 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.05 FEET, AN IRON PIN; THENCE RUNNING NORTH 24 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 871.14 FEET, TO AN IRON PIN ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, THE PLACE OR POINT OF BEGINNING.

LEGAL DESCRIPTION - TRACT 2

All that tract or parcel of land lying and being in Land Lot 69 of the 8th Land District, Hall County, Georgia, said tract or parcel of land being more fully shown and designated as Tract 2 on a plat of survey prepared by Valentino & Associates, Inc. (Job #20-039; Drawing/File #20-039), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a 2" open top pipe found at the common corner of Land Lots 69, 70, 72 and 73;

THENCE proceeding along the line common to Land Lots 69 and 70 North 60 degrees 50 minutes 40 seconds East for a distance of 749.58 feet to a 1/2" rebar found at the intersection with the northwesterly right-of-way line of Falcon Parkway (S.R. #13, 60' public r/w and varies);

THENCE departing said Land Lot line and proceeding along said right-of-way line of Falcon Parkway the following courses and distances: North 18 degrees 47 minutes 19 seconds East for a distance of 262.54 feet to a 1/2" rebar found;

THENCE North 18 degrees 55 minutes 09 seconds East for a distance of 671.72 feet to a 1/2" rebar found, said 1/2" rebar found being the POINT OF BEGINNING.

THENCE departing said northwesterly right-of-way line of Falcon Parkway North 63 degrees 29 minutes 04 seconds West for a distance of 1087.76 feet to a concrete right-of-way monument found on the southeasterly right-of-way line of Interstate 985 (Lanier Parkway, S.R. #365, limited access variable width public r/w, Project #F-013-1(18)(21);

THENCE proceeding along said southeasterly right-of-way line of Interstate 985 the following courses and distances: North 61 degrees 19 minutes 46 seconds West for a distance of 69.70 feet to a 1/2" iron pin set;

THENCE North 36 degrees 44 minutes 45 seconds East for a distance of 36.76 feet to a 1/2" iron pin set;

THENCE North 32 degrees 55 minutes 54 seconds East for a distance of 560.83 feet to a 1/2" iron pin set (said 1/2" iron pin set being witnessed by a 1/2" rebar found on line 3.22 feet northwest thereof);

THENCE South 68 degrees 13 minutes 43 seconds East for a distance of 737.93 feet to a 1/2" iron pin set;

THENCE South 54 degrees 50 minutes 16 seconds East for a distance of 272.56 feet to a 1/2" iron pin set on the aforesaid northwesterly right-of-way line of Falcon Parkway;

THENCE proceeding along said right-of-way line of Falcon Parkway the following courses and distances: South 19 degrees 05 minutes 35 seconds West for a distance of 187.40 feet to a 1/2" iron pin set;

THENCE South 18 degrees 41 minutes 24 seconds West for a distance of 434.39 feet to a 1/2" rebar found, said 1/2" rebar found being the POINT OF BEGINNING.

Said tract or parcel of land contains 15.558 acres or 677,720 square feet.

Public Hearing Published 03/10/21
Public Hearing 04/01/21

First Reading 06/10/21
Adopted 07/01/21

ORDINANCE 638

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING AN 8.25 +/- ACRE PARCEL OF LAND OWNED BY E&S DEVELOPMENT, LLC. IDENTIFIED AS 6509 MCEVER ROAD, AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, TO BE REZONED FROM HALL COUNTY HIGHWAY BUSINESS (HB) TO FLOWERY BRANCH HIGHWAY BUSINESS (HB); PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, E&S Development, LLC. own the subject property identified as Parcel Tax Identification No.08150 002002as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, E&S Development, LLC. 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 April 1, 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 HB (Highway Business) to Flowery Branch R III (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 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 zonings as opposed to R III (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 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.

An 8.25 +/- acre parcel of land known as 6509 McEver Road identified as Parcel Tax Identification 08150 002002, as shown on Exhibit “A,” and as legally described in Exhibit “B”, is hereby rezoned from Hall County HB (Highway Business) to Flowery Branch R III (Residential Multi Family). Said Exhibits are incorporated.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be 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

118



Exhibit "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 150 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, AS SHOWN AND DELINEATED AS 8.843 ACRES, MORE OR LESS, ON PLAT OF SURVEY FOR ANTHONY SHERMAN & VICTOR FELIX ESPINOSA BY JARRARD SURVEYING DATED MAY 26, 2005, LAST REVISED SEPTEMBER 9, 2005, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD (80 FOOT RIGHT OF WAY), SAID POINT BEING SOUTH 63 DEGREES 25 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.84 FEET, FROM THE INTERSECTION OF THE CENTERLINES OF MCEVER ROAD AND VISTA GLEN; THENCE RUNNING NORTH 64 DEGREES 26 MINUTES 11 SECONDS EAST ALONG THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, A DISTANCE OF 247.50 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 24 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 1160.82 FEET, TO AN IRON PIN ON THE NORTHWESTERN RIGHT OF WAY OF SOUTHERN RAILROAD (400 FOOT RIGHT OF WAY); THENCE RUNNING SOUTH 41 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 484.73 FEET, TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 24 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 477.85 FEET, TO AN IRON PIN; THENCE RUNNING NORTH 64 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.05 FEET, AN IRON PIN; THENCE RUNNING NORTH 24 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 871.14 FEET, TO AN IRON PIN ON THE SOUTHEASTERN RIGHT OF WAY OF MCEVER ROAD, THE PLACE OR POINT OF BEGINNING.



FALL LEAF RESIDENTIAL, LLC
1192 Longcourte Drive
Atlanta, GA 30327

Mayor and City Council
Flowery Branch, Ga. 30534

June 14, 2021

Re: Withdrawal Letter Annexation/Rezoning Application 25.68 Acres, McEver Road

We had previously sent a letter indicating we would accept the 128 unit density compromise offered by Hall County but we have just received some new development numbers and the project is just not going to work at 128 units. Consequently we are going to have to withdraw our current applications. Please accept this letter requesting a withdrawal of the 2 annexation and rezoning applications we previously submitted on McEver Road. These applications are for 6509 McEver Road (Tax Parcel 0815 000 002) and 6495 McEver Road (Tax Parcel 0815 002 002A).

We hope to revise our applications and refile new applications at a density that will work as soon as we can get the new applications together.

Sincerely,

Fall Leaf Residential, LLC
Norman White, Manager



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 17, 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

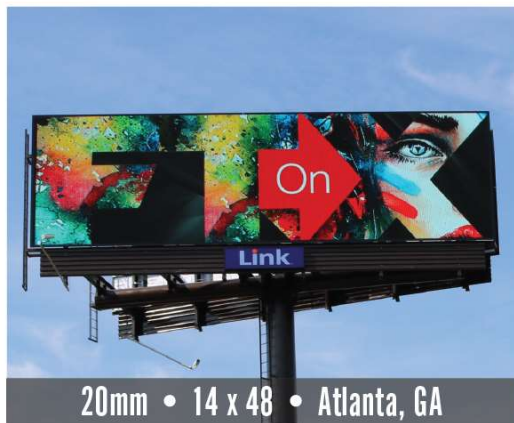
LED DIGITAL BILLBOARDS

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

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.





PROJECT PROPOSAL

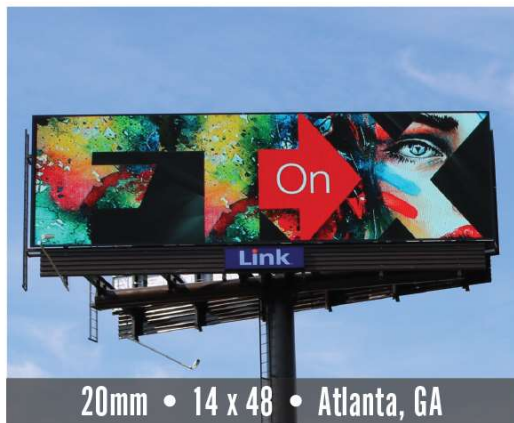
LED DIGITAL BILLBOARDS

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

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: Consider Resolution 21-008 - 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

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

FACTS AND ISSUES:

See attachment A and B for 2nd quarter details and attachment C and D for 3rd quarter details.

OPTIONS:

- See Attachments A and B for 2nd quarter details and Attachments C and D for 3rd quarter details.

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

No

AMOUNT AND SOURCE OF FUNDS:

Excess collections in revenue in FY2021 for General Fund and Water/Wastewater Fund

RECOMMENDATION:

Approve Resolution 21-008 for 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

SAMPLE MOTION:

I make a motion for the City Council to authorize approval of Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020 as presented in Attachment A, B, C, and D.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- Resolution 21-008 Executive Summary.pdf
- Resolution 21-008.pdf
- Attachment A - 2nd Qtr Budget Adjustment Form and Detail Report.pdf
- Attachment B - 2nd QTR Budget Adjustments Summary Report.pdf
- Attachment C - 3rd Qtr Budget Adjustment Form and Detail Report.pdf
- Attachment D - 3rd QTR Budget Adjustments Summary Report.pdf

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-008: 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

DATE: 6/11/2021

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: 6/17/2021

PURPOSE: To approve Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020.

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

FACTS AND ISSUES:

- See Attachments A and B for 2nd Quarter details and Attachments C and D for 3rd Quarter details.
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RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 21-008, 2nd and 3rd Quarter Amendment to the Budget for FY2021 as Previously Adopted on June 25, 2020 as presented in Attachment A, B, C, and D.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

RESOLUTION NO.: 21-008

**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, Council approved 1st Quarter adjustments on November 5, 2020 by Resolution no. 20-025; 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 “Attachments A, B, C and D”, attached hereto and made a part of the Resolution.

RESOLVED this 17th day of June 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Fund/Department: 100 & 308 & 350 & 505 Effective Date: 12/31/2020

Justification: RESOLUTION 21-008: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
(See Attachment A and Attachment B for Details)

Approvals:

Finance Director: _____	Date: <u>6/11/2021</u>
City Manager: _____	Date: <u>6/11/2021</u>
Mayor: _____	Date: _____

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City of Flowerly Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 10/01/2020 - 12/31/2020

2ND QTR

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: Revised Budget - Revised Budget Fiscal: FY2021						
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-399900	Budgeted Fund Balance			0.00	-788,577.00	-788,577.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		-761,701.00	
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		-26,876.00	
Revenue Total:				0.00	-788,577.00	-788,577.00
Expense						
100-1500-511100	Admin / Salaries			122,305.00	5,592.00	127,897.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		5,592.00	
100-1500-521300	Admin / Website & Software Maintenance			8,500.00	2,000.00	10,500.00
BA0000229	General Admin Website & Software Mainte	GLPKT06239	11/30/2020		2,000.00	
100-1500-531701	Admin / Miscellaneous			12,000.00	-2,000.00	10,000.00
BA0000229	General Admin Website & Software Mainte	GLPKT06239	11/30/2020		-2,000.00	
100-1565-521010	City Hall & Bldg's / Security			1,800.00	3,850.00	5,650.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		3,850.00	
100-1565-523200	City Hall & Bldg's / Communications			21,060.00	-3,850.00	17,210.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		-3,850.00	
100-2650-511100	Court Clerk / Salary			77,183.00	1,339.00	78,522.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,339.00	
100-3210-511100	PD Admin / Salaries			149,810.00	2,614.00	152,424.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		2,614.00	
100-3210-521300	PD/ Website & Software Maintenance			8,500.00	1,000.00	9,500.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		1,000.00	
100-3210-531110	PD/ Office Supplies			6,000.00	-1,000.00	5,000.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-1,000.00	
100-3223-511100	Patrol/ Salaries			731,014.00	10,574.00	741,588.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		10,574.00	
100-4210-511100	PW / Salaries			213,962.00	3,087.00	217,049.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		3,087.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	20.00	370.00
BA0000233	ASCAP Dues Fee Increase	GLPKT06432	12/31/2020		20.00	
100-6110-531990	C&R / Supplies & Materials			3,000.00	-20.00	2,980.00
BA0000233	ASCAP Dues Fee Increase	GLPKT06432	12/31/2020		-20.00	
100-7400-511100	PCD/ Salaries			210,292.00	3,670.00	213,962.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		3,670.00	
100-7400-523300	PCD/ Advertising			2,500.00	2,000.00	4,500.00
BA0000230	P&D Advetising Request	GLPKT06261	12/17/2020		2,000.00	
100-7400-523500	PCD/ Travel Expenses			4,150.00	-2,000.00	2,150.00
BA0000230	P&D Advetising Request	GLPKT06261	12/17/2020		-2,000.00	
100-7400-531110	PCD/ Office Supplies			1,200.00	500.00	1,700.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		500.00	
100-7400-531600	PCD / Small Equipment			8,200.00	-500.00	7,700.00
BA0000224	Alarm Budget Adjustment	GLPKT06133	11/30/2020		-500.00	
100-9000-611350	Transfer Out 350 - Local Resources Fund			561,107.00	761,701.00	1,322,808.00

Budget Adjustment Report**For Date Range: 10/01/2020 - 12/31/2020**

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description			Amount		
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		761,701.00	
Expense Total:				2,142,933.00	788,577.00	2,931,510.00
Fund 100 Total:				2,142,933.00	0.00	2,142,933.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 270 - TAX ALLOCATION DISTRICT F						
Expense						
270-0000-541200	Pine Street Park & Streetscaping			883,164.00	-136,695.00	746,469.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-136,695.00	
270-0000-541220	Market Pavilion Park & Streetscaping			883,164.00	545,252.00	1,428,416.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		545,252.00	
270-0000-541400	Main Street Improvements			883,164.00	-333,937.00	549,227.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-333,937.00	
270-0000-541410	Pine Street Improvements			883,164.00	-300,744.00	582,420.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-300,744.00	
270-0000-541420	Old Town Bike-Pedestrian Path			1,766,328.00	-965,151.00	801,177.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		-965,151.00	
270-0000-541430	Mitchell Street Improvements			0.00	579,560.00	579,560.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		579,560.00	
270-0000-541440	Downtown Stormwater Improvements			0.00	611,715.00	611,715.00
BA0000232	TRG Downtown Developments Adj	GLPKT06335	12/01/2020		611,715.00	
Expense Total:				5,298,984.00	0.00	5,298,984.00
Fund 270 Total:				5,298,984.00	0.00	5,298,984.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-25,692.00	-10,000.00	-35,692.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		-10,000.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-13,000.00	-10,000.00	-23,000.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		-10,000.00	
Revenue Total:				-38,692.00	-20,000.00	-58,692.00
Expense						
275-7540-572000	Convention Visitors Bureau			13,000.00	10,000.00	23,000.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		10,000.00	
275-7540-611100	Trans Out 100 - General Fund			25,692.00	10,000.00	35,692.00
BA0000225	LLCVB Adjustment to Actual	GLPKT06133	11/30/2020		10,000.00	
Expense Total:				38,692.00	20,000.00	58,692.00
Fund 275 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-179,585.00	-179,585.00
BA0000223	#50220 - Sanitary Sewer and Relining Proj	GLPKT06133	11/05/2020		-141,041.00	
BA0000242	50120 - Relocate Sewer Hog Mtn SS Rd	GLPKT06795	11/01/2020		-38,544.00	
Revenue Total:				0.00	-179,585.00	-179,585.00
Expense						
308-0000-541700	Relocate Sewer Hog Mountain Rd & Spouts Springs Rd			0.00	38,544.00	38,544.00
BA0000242	50120 - Relocate Sewer Hog Mtn SS Rd	GLPKT06795	11/01/2020		38,544.00	
308-0000-541800	Sanitary Sewer Cleaning & Relining Project			0.00	141,041.00	141,041.00
BA0000223	#50220 - Sanitary Sewer and Relining Proj	GLPKT06133	11/05/2020		141,041.00	
Expense Total:				0.00	179,585.00	179,585.00
Fund 308 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-391100	Transfer in 100 - General Fund			-561,107.00	-761,701.00	-1,322,808.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		-761,701.00	
350-0000-399900	Budgeted Fund Balance			0.00	761,701.00	761,701.00
BA0000239	Annual Transfer of Income from GF to LRF F	GLPKT06773	12/31/2020		761,701.00	
Revenue Total:				-561,107.00	0.00	-561,107.00
Expense						
350-0000-522210	5512-5514 Main St Roof Repairs			0.00	-1,140.00	-1,140.00
BA0000225	project adjustments	GLPKT06133	11/30/2020		-1,140.00	
350-0000-522220	Depot and Caboose Repairs			0.00	1,140.00	1,140.00
BA0000225	project adjustments	GLPKT06133	11/30/2020		1,140.00	
Expense Total:				0.00	0.00	0.00
Fund 350 Total:				-561,107.00	0.00	-561,107.00

Budget Adjustment Report

For Date Range: 10/01/2020 - 12/31/2020

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-399900	Budgeted Retained Earnings			0.00	-9,201.00	-9,201.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		-9,201.00	
Revenue Total:				0.00	-9,201.00	-9,201.00
Expense						
505-1500-511100	W/S Admin / Salaries			76,008.00	1,363.00	77,371.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,363.00	
505-1500-521204	Admin - Professional Services			15,000.00	-1,400.00	13,600.00
BA0000231	Water/Wastewater Projects Discussion Mee	GLPKT06263	12/17/2020		-1,400.00	
505-1500-521300	W/S Admin / Website & Software Maintenance			8,500.00	2,900.00	11,400.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		1,500.00	
BA0000231	Water/Wastewater Projects Discussion Mee	GLPKT06263	12/17/2020		1,400.00	
505-1500-523310	W/S Admin - Advertising			500.00	2,000.00	2,500.00
BA0000225	GEFA Advertising Adjustment	GLPKT06133	11/30/2020		2,000.00	
505-1500-531600	W&S Admin - Small Equipment			7,200.00	-3,500.00	3,700.00
BA0000225	GEFA Advertising Adjustment	GLPKT06133	11/30/2020		-2,000.00	
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-1,500.00	
505-4300-511100	S/ Salaries			196,018.00	1,163.00	197,181.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		1,163.00	
505-4300-522200	S/ Repairs & Maintenance			80,000.00	-8,000.00	72,000.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		-8,000.00	
505-4300-531100	S/ Supplies & Materials			10,000.00	6,000.00	16,000.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		6,000.00	
505-4300-531110	S/ Office Supplies			1,500.00	2,000.00	3,500.00
BA0000225	Sewer COVID Exp Adj	GLPKT06133	11/30/2020		2,000.00	
505-4400-511100	W/ Salaries			270,202.00	6,675.00	276,877.00
BA0000275	Resolution 20-028 - Mid-Year COLA & Step	GLPKT07675	12/17/2020		6,675.00	
505-4400-523600	W/ Dues & Fees			2,000.00	100.00	2,100.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		100.00	
505-4400-531100	W/ Supplies & Materials			10,000.00	-100.00	9,900.00
BA0000227	November 2020 Department Adjustments	GLPKT06154	11/30/2020		-100.00	
Expense Total:				676,928.00	9,201.00	686,129.00
Fund 505 Total:				676,928.00	0.00	676,928.00
Budget Code Revised Budget Total:				7,557,738.00	0.00	7,557,738.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: Revised Budget - Revised Budget		Fiscal: FY2021		
	100	2,142,933.00	0.00	2,142,933.00
	270	5,298,984.00	0.00	5,298,984.00
	275	0.00	0.00	0.00
	308	0.00	0.00	0.00
	350	-561,107.00	0.00	-561,107.00
	505	676,928.00	0.00	676,928.00
Budget Code Revised Budget Total:		7,557,738.00	0.00	7,557,738.00

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

GENERAL FUND

GENERAL FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Annual transfer of income from General Fund to Local Resources Fund for future capital projects to a total of \$761,701.
- Mid-Year COLA and STEP adjustment approved by Resolution 20-028 for a total of \$26,876.

SPECIAL REVENUE FUNDS

GRANTS FUND

No adjustments needed for quarter ending December 31, 2020.

TAX ALLOCATION DISTRICT FUND

Requested non-departmental adjustments are as follows:

- Adjusted downtown project budgets to TRG budget amounts. This was before the TriScapes contract.

HOTEL MOTEL TAX FUND

Requested non-departmental adjustments are as follows:

- Adjusted quarterly budget to actual activity amounts. Increased all revenue and expense accounts by \$10,000 each. Keep in mind, this fund's budget was reduced drastically for the COVID-19 pandemic.

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

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to two projects:
 - Sanitary Sewer and Relining Project \$141,041
 - Required maintenance before the plant expansion.
 - Relocate Sewer at Hog Mountain Rd and Spout Springs \$38,544
 - Required by the Department of Transportation

SPLOST VIII CAPITAL PROJECTS FUND

- No adjustments needed for quarter ending December 31, 2020.

LOCAL RESOURCES CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Annual transfer of income from General Fund to Local Resources Fund for future capital projects to a total of \$761,701.

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Mid-Year COLA and STEP adjustment approved by Resolution 20-028 for a total of \$9,201.

Fund/Department: 100 & 270 & 308 & 505 Effective Date: 3/31/2021

Justification: RESOLUTION 20-025: BUDGET AMENDMENT TO FY2021 APPROVED BUDGET FROM JUNE 25, 2020.
(See Attachment C and Attachment D for Details)

3RD QUARTER ENDING 3/31/2021

Date: 6/11/2021

Date:

Date Posted:

Budget Adjust. #:



City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 01/01/2021 - 03/31/2021

3RD QTR

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: Revised Budget - Revised Budget Fiscal: FY2021						
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-314200	Excise Tax - Distributors			-171,000.00	-500.00	-171,500.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-500.00	
100-0000-399900	Budgeted Fund Balance			0.00	-3,235.00	-3,235.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-3,235.00	
Revenue Total:				-171,000.00	-3,735.00	-174,735.00
Expense						
100-1130-512600	City Clerk / GA SUI			65.00	40.00	105.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		40.00	
100-1130-523500	City Clerk / Travel Expenses			2,500.00	-40.00	2,460.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-40.00	
100-1310-512200	Mayor / FICA & Medicare			459.00	175.00	634.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		175.00	
100-1310-531100	Mayor / Supplies & Material			1,000.00	-175.00	825.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-175.00	
100-1400-521201	Elections / Professional Svs			2,000.00	-400.00	1,600.00
BA0000238	Elections Budget Adjustment	GLPKT06770	02/08/2021		-400.00	
100-1400-523300	Elections / Advertising			100.00	400.00	500.00
BA0000238	Elections Budget Adjustment	GLPKT06770	02/08/2021		400.00	
100-1500-512600	Admin / GA SUI			129.00	120.00	249.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		120.00	
100-1500-521240	Admin / Legal Fees			50,000.00	-120.00	49,880.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-120.00	
100-1500-523300	Admin / Advertising			2,000.00	1,000.00	3,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		1,000.00	
100-1500-531600	Admin / Small Equipment			12,000.00	-1,000.00	11,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		-1,000.00	
100-1565-521010	City Hall & Bldg's / Security			1,800.00	2,000.00	3,800.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,000.00	
100-1565-522140	City Hall & Bldg's / Lawn Maintenance			11,750.00	5,115.00	16,865.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		5,115.00	
100-1565-522200	City Hall & Bldg's / Repairs & Maintenance			35,000.00	-7,115.00	27,885.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-5,115.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-2,000.00	
100-1565-523200	City Hall & Bldg's / Communications			21,060.00	2,830.00	23,890.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,830.00	
100-1565-531100	City Hall & Bldg's / Supplies & Materials			4,000.00	-1,415.00	2,585.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-1,415.00	
100-1565-531211	City Hall & Bldg's / Water & Sewer			13,000.00	-1,415.00	11,585.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-1,415.00	
100-1570-523202	GA Mtn Regional Commission			8,300.00	500.00	8,800.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
100-2650-512600	Court Clerk / GA SUI			129.00	310.00	439.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		310.00	

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
100-2650-521201	Solicitor			8,700.00	667.00	9,367.00
BA0000250	PD Request 3-9-2021	GLPKT07098	03/09/2021		667.00	
100-2650-521202	Public Defender			8,700.00	-667.00	8,033.00
BA0000250	PD Request 3-9-2021	GLPKT07098	03/09/2021		-667.00	
100-2650-521300	Court / CJT & SSI Software & Support			41,268.00	-310.00	40,958.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-310.00	
100-3210-511100	PD Admin / Salaries			149,810.00	-7,400.00	142,410.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-200.00	
BA0000264	GACP - Executive Hiring Process Contract	GLPKT07428	03/31/2021		-7,200.00	
100-3210-512600	PD Admin / GA SUI			129.00	200.00	329.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		200.00	
100-3210-521204	Pd Admin / Professional-Contracted Services			0.00	7,200.00	7,200.00
BA0000264	GACP - Executive Hiring Process Contract	GLPKT07428	03/31/2021		7,200.00	
100-3210-531600	PD / Small Equipment			10,000.00	-500.00	9,500.00
BA0000237	PD Department Request	GLPKT06769	02/08/2021		-500.00	
100-3210-531620	PD / Safety Vests/ B.P.			2,800.00	500.00	3,300.00
BA0000237	PD Department Request	GLPKT06769	02/08/2021		500.00	
100-3223-511100	Patrol/ Salaries			731,014.00	-53,137.00	677,877.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		-22,137.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		-29,000.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		-2,000.00	
100-3223-511300	Patrol/ Overtime			20,719.00	29,000.00	49,719.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		15,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-15,000.00	
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		29,000.00	
100-3223-512400	Patrol / Retirement			39,528.00	22,137.00	61,665.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		22,137.00	
100-3223-512600	Patrol / GA SUI			969.00	2,000.00	2,969.00
BA0000262	Police Department Adjustments March 202	GLPKT07413	03/31/2021		2,000.00	
100-4210-512600	PWs / GA SUI			297.00	300.00	597.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		300.00	
100-4210-521200	PWs / Legal Fees			8,000.00	8,000.00	16,000.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		8,000.00	
100-4210-521300	PWs / Website & Software Maintenance			8,500.00	500.00	9,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
100-4210-531100	PWs / Supplies & Material			10,000.00	-800.00	9,200.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-800.00	
100-4210-542100	PWs / Capital Purchases			16,000.00	-8,000.00	8,000.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		-8,000.00	
100-4270-523210	Traffic Signal / AT&T			2,000.00	410.00	2,410.00
BA0000255	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		410.00	
100-4270-531231	Traffic Signal / Electricity			1,800.00	-410.00	1,390.00
BA0000255	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		-410.00	
100-7400-521201	PCD / Professional Sys & Projects			100,000.00	-3,000.00	97,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-3,000.00	
100-7400-521209	PCD / Contracted Services (S&E)			85,000.00	3,000.00	88,000.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		3,000.00	
100-9000-611270	Transfer Out 270 - TAD Fund			65,664.00	3,235.00	68,899.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		3,235.00	
Expense Total:				1,476,190.00	3,735.00	1,479,925.00
Fund 100 Total:				1,305,190.00	0.00	1,305,190.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 270 - TAX ALLOCATION DISTRICT F						
Revenue						
270-0000-311100	TAD - Revenue - Hall Co Portion			-92,219.00	-10,225.00	-102,444.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-10,225.00	
270-0000-311150	TAD - Revenue - City's Portion			-63,480.00	63,480.00	0.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		63,480.00	
270-0000-391100	Transfer in 100 - General Fund			0.00	-68,899.00	-68,899.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-68,899.00	
270-0000-399900	Budgeted Fund Balance			-5,311,345.00	-7,019.00	-5,318,364.00
BA0000248	TRG Tax Increment Payment Adjustment	GLPKT07030	02/28/2021		-22,663.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		15,644.00	
Revenue Total:				-5,467,044.00	-22,663.00	-5,489,707.00
Expense						
270-0000-581100	TRG Annual Tax Increment Loan Payment			0.00	22,663.00	22,663.00
BA0000248	TRG Tax Increment Payment Adjustment	GLPKT07030	02/28/2021		22,663.00	
Expense Total:				0.00	22,663.00	22,663.00
Fund 270 Total:				-5,467,044.00	0.00	-5,467,044.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-25,692.00	-47,000.00	-72,692.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		-47,000.00	
275-0000-314200	Tourism Product Development			0.00	-19,228.00	-19,228.00
BA0000252	Hotel Motel City Portion BA	GLPKT07162	03/15/2021		-19,228.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-13,000.00	-28,000.00	-41,000.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		-28,000.00	
Revenue Total:				-38,692.00	-94,228.00	-132,920.00
Expense						
275-7540-572000	Convention Visitors Bureau			13,000.00	28,000.00	41,000.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		28,000.00	
275-7540-611100	Trans Out 100 - General Fund			25,692.00	66,228.00	91,920.00
BA0000249	Increase CVB Budget to Remaining Year Esti	GLPKT07038	02/28/2021		47,000.00	
BA0000252	Hotel Motel City Portion BA	GLPKT07162	03/15/2021		19,228.00	
Expense Total:				38,692.00	94,228.00	132,920.00
Fund 275 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-9,000.00	-9,000.00
BA0000245	Well Valuation Adjustment - Valuation Aspe	GLPKT06880	02/18/2021		-9,000.00	
Revenue Total:				0.00	-9,000.00	-9,000.00
Expense						
308-0000-541900	LLIDA Wells Planning and Testing			0.00	9,000.00	9,000.00
BA0000245	Well Valuation Adjustment - Valuation Aspe	GLPKT06880	02/18/2021		9,000.00	
Expense Total:				0.00	9,000.00	9,000.00
Fund 308 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 320 - SPLOST FUND						
Expense						
320-0000-522250	VIII -Roads & Sidewalk Improvements			491,102.00	-46,204.00	444,898.00
BA0000269	Pump Station Project	GLPKT07473	03/31/2021		-46,204.00	
320-0000-541400	VII -Public Works Booster Pump Station			0.00	46,204.00	46,204.00
BA0000269	Pump Station Project	GLPKT07473	03/31/2021		46,204.00	
Expense Total:				491,102.00	0.00	491,102.00
Fund 320 Total:				491,102.00	0.00	491,102.00

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-344220	Meter Set Fees			-60,000.00	-96,588.00	-156,588.00
BA0000256	Meter Purchases Adjustment	GLPKT07268	03/25/2021		-25,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-71,588.00	
505-0000-399900	Budgeted Retained Earnings			0.00	-290,100.00	-290,100.00
BA0000260	GEFA Loans Origination Fees Adjustment	GLPKT07401	03/31/2021		-290,100.00	
Revenue Total:				-60,000.00	-386,688.00	-446,688.00
Expense						
505-0000-584000	Bonds - Issuance Costs			0.00	290,100.00	290,100.00
BA0000260	GEFA Loans Origination Fees Adjustment	GLPKT07401	03/31/2021		290,100.00	
505-1500-512100	W/S Admin / Health Insurance			16,646.00	6,000.00	22,646.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		6,000.00	
505-1500-512220	Admi - Long Term Disability			364.00	450.00	814.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		450.00	
505-1500-512400	W/S Admin / Retirement			6,023.00	3,290.00	9,313.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		3,290.00	
505-1500-512600	W/S Admin / GA SUI			129.00	1,000.00	1,129.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		1,000.00	
505-1500-521204	Admin - Professional Services			15,000.00	-2,000.00	13,000.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-2,000.00	
505-1500-521240	W/S Admin / Legal Fees			12,000.00	2,760.00	14,760.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		2,760.00	
505-1500-521310	W/S Admin / IT Services			16,000.00	-950.00	15,050.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-950.00	
505-1500-522100	W/S Admin / Office Cleaning			2,760.00	-2,760.00	0.00
BA0000251	Legal Fees Budget Adjustment 3/12/2021	GLPKT07143	03/12/2021		-2,760.00	
505-1500-523250	W&S Admin Shipping & Postage			14,100.00	-4,790.00	9,310.00
BA0000247	Retirement Budget Adjustments	GLPKT06988	02/28/2021		-3,290.00	
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,500.00	
505-1500-523310	W/S Admin - Advertising			500.00	-500.00	0.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-500.00	
505-1500-523400	W&S Printing			3,000.00	-1,500.00	1,500.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,500.00	
505-1500-531110	W/S Office Supplies			1,500.00	-1,000.00	500.00
BA0000257	WS Admin Adjustments	GLPKT07268	03/25/2021		-1,000.00	
505-4300-511100	S/ Salaries			196,018.00	-900.00	195,118.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-900.00	
505-4300-512220	S/ - Long Term Disability			995.00	400.00	1,395.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		400.00	
505-4300-512600	S/ GA SU1			284.00	500.00	784.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
505-4300-521204	S / Engineering Fees			15,000.00	5,000.00	20,000.00
BA0000244	Sewer Engineering Fees Adj	GLPKT06837	02/12/2021		5,000.00	
505-4300-522110	S/ Sludge Disposal			180,000.00	-9,200.00	170,800.00
BA0000253	Sewer Lab and Equipment BA 3/18/2021	GLPKT07193	03/18/2021		-3,200.00	
BA0000254	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		-2,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-4,000.00	
505-4300-522200	S/ Repairs & Maintenance			80,000.00	9,500.00	89,500.00
BA0000244	Sewer Engineering Fees Adj	GLPKT06837	02/12/2021		-5,000.00	
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		10,000.00	
BA0000254	Operation Adjustments 3/18/2021	GLPKT07202	03/18/2021		2,000.00	

Budget Adjustment Report

For Date Range: 01/01/2021 - 03/31/2021

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		2,500.00	
505-4300-531100	S/ Supplies & Materials			10,000.00	5,500.00	15,500.00
BA0000236	WW/ Supplies Adj due to COVID Expenses	GLPKT06725	01/31/2021		4,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		1,500.00	
505-4300-531120	S/ Chemicals			140,000.00	-9,000.00	131,000.00
BA0000236	WW/ Supplies Adj due to COVID Expenses	GLPKT06725	01/31/2021		-4,000.00	
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		-5,000.00	
505-4300-531230	S/ Electricity			135,000.00	-5,000.00	130,000.00
BA0000246	Sewer Repairs & Maintenance Adj	GLPKT06944	02/24/2021		-5,000.00	
505-4300-531600	S/ Small Equip. & Lab Equip.			10,000.00	3,200.00	13,200.00
BA0000253	Sewer Lab and Equipment BA 3/18/2021	GLPKT07193	03/18/2021		3,200.00	
505-4334-522200	L/S Repairs & Maint.			60,000.00	-9,500.00	50,500.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		-1,500.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-8,000.00	
505-4334-531210	L/S Water			3,500.00	9,500.00	13,000.00
BA0000234	Jan 2021 Dept Expense Budget Adjustments	GLPKT06438	01/01/2021		1,500.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		8,000.00	
505-4400-511100	W/ Salaries			270,202.00	-500.00	269,702.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-500.00	
505-4400-512600	W / GA SUI			388.00	500.00	888.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		500.00	
505-4400-521204	W / Engineering Fees			20,000.00	17,000.00	37,000.00
BA0000240	Water Engineering Fees Adj for Infratec Inv	GLPKT06790	02/01/2021		5,000.00	
BA0000243	W/WW Engineering Fees Adj	GLPKT06835	02/12/2021		5,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		7,000.00	
505-4400-522200	W/ Repairs & Maintenance			20,000.00	-14,700.00	5,300.00
BA0000240	Water Engineering Fees Adj for Infratec Inv	GLPKT06790	02/01/2021		-5,000.00	
BA0000243	W/WW Engineering Fees Adj	GLPKT06835	02/12/2021		-5,000.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		-2,700.00	
BA0000265	Water - Supplies and Materials	GLPKT07429	03/31/2021		-2,000.00	
505-4400-531100	W/ Supplies & Materials			10,000.00	4,700.00	14,700.00
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		71,588.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		-71,588.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		2,700.00	
BA0000265	Water - Supplies and Materials	GLPKT07429	03/31/2021		2,000.00	
505-4400-531110	W / Meter Purchases			20,000.00	89,588.00	109,588.00
BA0000256	Meter Purchases Adjustment	GLPKT07268	03/25/2021		25,000.00	
BA0000261	Monthly Dept Invoice Adjustments	GLPKT07402	03/31/2021		-7,000.00	
BA0000263	Correct BA 261 - wrong account entered	GLPKT07426	03/31/2021		71,588.00	
Expense Total:				1,259,409.00	386,688.00	1,646,097.00
Fund 505 Total:				1,199,409.00	0.00	1,199,409.00
Budget Code Revised Budget Total:				-2,471,343.00	0.00	-2,471,343.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: Revised Budget - Revised Budget		Fiscal: FY2021		
	100	1,305,190.00	0.00	1,305,190.00
	270	-5,467,044.00	0.00	-5,467,044.00
	275	0.00	0.00	0.00
	308	0.00	0.00	0.00
	320	491,102.00	0.00	491,102.00
	505	1,199,409.00	0.00	1,199,409.00
Budget Code Revised Budget Total:		-2,471,343.00	0.00	-2,471,343.00

**ATTACHMENT D
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

GENERAL FUND

GENERAL FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- An increase to activity level for Excise Tax Revenue of \$500 to cover an additional \$500 for the Georgia Mountain Regional Commission invoice.
- Increase annual transfer budget to the Tax Allocation District to actual activity. Total increase of \$3,235.

SPECIAL REVENUE FUNDS

GRANTS FUND

No adjustments needed for quarter ending March 31, 2021.

TAX ALLOCATION DISCTRICT FUND

Requested non-departmental adjustments are as follows:

- Adjusted quarterly budget to actual activity amounts for the change to 8% tax.
- Create a budget for the tax increment payment to The Residential Group (TRG) for \$22,663.

HOTEL MOTEL TAX FUND

Requested non-departmental adjustments are as follows:

- Adjusted remaining budget to actual activity amounts and estimate for the remainder of FY2021. Keep in mind, this fund's budget was reduced drastically for the COVID-19 pandemic.

**ATTACHMENT D
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to project:
 - Henderson Well Appraisal and Valuation Services \$9,000

SPLOST VIII CAPITAL PROJECTS FUND

Requested non-departmental adjustments are as follows:

- Adjustments to project:
 - Gainesville St Pump Station Project to actual cost \$46,204

LOCAL RESOURCES CAPITAL PROJECTS FUND

No adjustments needed for quarter ending March 31, 2021.

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

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

- Various expense adjustments within the departments as needed. Keep in mind, the FY2021 budget was reduced by 10%-25%, and departments are requesting more adjustments as needed to maintain service levels to our community.

Requested non-departmental adjustments are as follows:

- Meter Set Fees revenue and expense adjust to actual activity demand in the amount of \$96,588.
- GEFA loan origination fees of 1% for a total of \$290,100.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Farmer's Market Promotion Grant

COUNCIL MEETING DATE: June 17, 2021

HISTORY:

The Farmers Market Promotion Program (FMPP) funds projects that develop, coordinate and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products by developing, coordinating, expanding, and providing outreach, training, and technical assistance to domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, online sales or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. A 10 % or a 25% match is required.

FACTS AND ISSUES:

Stacey Dickson and Renee Carden with the Lake Lanier Convention Visitors Bureau will be submitting the grant on behalf of the City. The Finance Department will be providing information on our current Farmer's Market project in the hope that we will be awarded some funding.

OPTIONS:

<https://www.ams.usda.gov/services/grants/fmpp>

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [2021_FMPP_RFA.pdf](#)



Farmers Market Promotion Program

Fiscal Year 2021 Request for Applications

Funding Opportunity Number: USDA-AMS-TM-FMPP-G-21-0002

Publication Date: May 5, 2021

Application Due Date: 11:59 PM Eastern Time June 21, 2021

PROGRAM SOLICITATION INFORMATION

Funding Opportunity Title: Farmers Market Promotion Program

Funding Opportunity Number: USDA-AMS-TM-FMPP-G-21-0002

Announcement Type: Initial

Assistance Listing (formerly CFDA) Number: [10.175](#)

Dates: Applications must be received before 11:59 pm Eastern Time June 21, 2021, through [Grants.gov](#). Applications received after this deadline will not be considered for funding.

Executive Summary: The U.S. Department of Agriculture (USDA), Agricultural Marketing Service (AMS), requests applications for the fiscal year (FY) 2021 Farmers Market Promotion Program (FMPP). FMPP's purpose is to support the development, coordination, and expansion of direct-producer-to-consumer markets to increase access to and availability of locally and regionally produced agricultural products. AMS will competitively award grants to eligible applicants for projects that meet the purpose of this grant program.

Approximately \$38.5 million will be available to fund FMPP applications under this solicitation, including Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill) funding; annual appropriated funding (Annual Appropriations Funding); and funding from [H.R.133 – the Consolidated Appropriations Act](#) (H.R. 133 Stimulus Funding). FMPP Capacity Building projects range from \$50,000 to \$500,000. Community Development Training and Technical Assistance projects range from \$100,000 to \$750,000. Congress has provided the H.R. 133 Stimulus Funding due to COVID-19 impacts to the food system, and AMS encourages projects that respond to COVID-19 needs and impacts. However, funding is not contingent upon applicants directly addressing COVID-19 issues. AMS welcomes applications that meet LAMP goals to support the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products and thereby support pandemic recovery in the sector. Eligible entities and activities remain the same as in previous years.

In the FY 2020 application cycle, AMS received 206 applications and was able to fund 49 (24%) of the applications. However, AMS expects to award funding to more projects in FY2021 given the increased funding amount. To be competitive, applications must meet all program requirements, be of high quality, and satisfy a match of either 10% or 25% dependent on the award funding source. All applications will undergo review according to merit and customary evaluation procedures. Ultimate project funding will be determined based on aggregate ranking. This announcement provides information regarding eligibility criteria for applicants and projects, details on match funding, and the application forms and instructions needed to apply for an award.

AMS encourages applications that benefit smaller farms and ranches, new and beginning farmers and ranchers, socially disadvantaged producers, veteran producers, and/or underserved communities. For grants intending to serve these entities, applicants should engage and involve those beneficiaries when developing projects and applications.

Stakeholder Input: AMS welcomes your comments about this Request for Applications (RFA). We will consider the comments in developing the next RFA. Email written stakeholder comments within six months of the publication date of this RFA to: AMSGrants@usda.gov. (This e-mail address is intended only for receiving comments regarding this RFA and not for requesting information or forms.) In your comments, please state that you are commenting on the **Farmers Market Promotion Program RFA**.

2021 HIGHLIGHTS AND CHANGES

- The RFA and [AMS General Terms and Conditions](#) were updated to reflect changes to the Uniform Guidance (2 CFR §200).
- FY2021 FMLFPP funding is based on three funding sources: 1) Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill) provided \$22.5M available until expended; 2) The FY2021 Annual Appropriations Funding (Annual Appropriations) provided \$7.4 million which must be awarded in FY2021; and 3) [H.R.133 – the Consolidated Appropriations Act](#) (H.R. 133 Stimulus Funding) provided \$47 million, available until expended. The available \$76.9 million will be divided equally between FMPP and LFPP (approximately \$38.5 million each).
- Due to the H.R. 133 Stimulus Funding, there are two match levels for FY2021 awards. Funding awarded under H.R. 133 Stimulus Funding will minimally require a 10% match to improve access to the program in a time when the pandemic may make it difficult to provide the full level of match funds usually required by the program. Funding awarded under the 2018 Farm Bill and Annual Appropriations will require a 25% match, as is usually required.
- Additional updates include:
 - Congress has provided the H.R. 133 Stimulus Funding due to COVID-19 impacts to the food system, and AMS encourages projects that respond to COVID-19 needs and impacts. However, funding is not contingent upon applicants conducting COVID-19 specific activities. AMS welcomes applications that meet LAMP goals to support the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products and thereby support pandemic recovery. Eligible entities and activities remain the same as in previous years.
 - Section [2.4](#) has been updated to increase the FY2021 maximum award amounts for the Capacity Building project sub-type to \$500,000. Also, the FY2021 maximum award amount for the Community Development Training and Technical Assistance project subtype has increased to \$750,000. The higher grant option will allow larger, experienced organizations to support smaller organizations through subawards and coordinated multi-group projects that meet shared needs such as those that have arisen during the pandemic.
 - Section [3.3](#) has been revised for FY2021 due to the possible need for unforeseen pandemic adaptations and response to allow for current grant recipients to apply for FY2021 grants even though a current grant has not yet been closed. This applies to both FMPP and LFPP FY2021 grants.
 - Section [3.4](#) has been updated to reflect the FY2021 matching fund requirements established by legislation. The H.R. 133 Stimulus Funding (\$23.5 million for FMPP) minimally requires a 10% match. The 2018 Farm Bill Funding (\$11.3 million for FMPP) and the Annual Appropriations (\$3.7 million for FMPP) both require a 25% match. Annual Appropriations must be obligated in FY2021.
 - As such, applicants who can provide the 25% match should consider doing so to allow AMS to award the Annual Appropriations first. Once the Annual Appropriations Funding is obligated, AMS will consider additional high-ranking applicants who applied with the 25%

match for the H.R. 133 Stimulus Funding and 2018 Farm Bill Funding. These applicants will be required to provide the committed 25% match as indicated in their applications.

- Applicants who provide a 10% match will only be considered for H.R. 133 Stimulus Funding.
- All applications will be reviewed together, with the same criteria and review process. High ranking projects will be awarded. The match amount provided by the applicant will determine which funding source AMS will use to make an award (H.R. 133 Stimulus Funding or 2018 Farm Bill Funding and Annual Funding).
- Applicants may not replicate the same application and submit it using different match amounts. For example, applicants are not allowed to submit the same application, with the same objectives, with a 10% match; and the same application, with the same objectives, with a 25% match. Applicants must commit to one match amount that AMS will consider if selected for funding.
- Should insufficient high-ranking projects be identified for 25% match, AMS may allow an opportunity for high ranking applicants to modify their application to offer a 25% match.
- AMS hopes to award as much of the H.R. 133 Stimulus Funding, and Annual Funding as possible this year, but may decide to not award the full 2018 Farm Bill Funding and use remaining funds to supplement available funds for FY2022 applications. In any case, applicants must demonstrate the capacity to manage and meet Federal grants management requirements.
- Section 3.3.2 has been added to describe how Regional Food System Partnership (RFSP) recipients can apply to the Farmers Market and Local Food promotion Program on behalf of producers and/or eligible entities, per RFSP legislation.
- Section 4.6.4 has been updated to allow pre-award costs up to 180 days prior to the start date of an award.

APPLICATION CHECKLIST

AMS expects applicants to read the entire RFA prior to submitting their application to ensure they understand the program's requirements. The application checklist below lists the required and conditionally required documents for an application package.

FMPP requires that **all application packages** include the following:

- ☐ Form SF-424 – Application for Federal Assistance (in Grants.gov)
- ☐ Project Narrative (PDF Attachment)
 - ☐ Must use required template
 - ☐ Executive Summary supports project goals and objectives, and is no more than 250 words
 - ☐ Ensure it does not exceed the page limit specified in Section 4.2.2
 - ☐ Ensure the proposal excludes unallowable costs and activities per Section 4.6.4
- ☐ Signed Letters Verifying Matching Funds for EACH cash and/or in-kind resource (PDF or MS Word Attachment)

- ☐ Signed Letters of Commitment from Partner and Collaborator Organizations (PDF or MS Word - Attachment)

When applicable, application packages are required to include the following documents:

- ☐ Signed Letter(s) Stating Evidence of Critical Resources and Infrastructure (PDF or MS Word – Attachment)
- ☐ Negotiated Indirect Cost Rate Agreement (PDF Attachment)

TIMING TO OBTAIN AND SUBMIT GRANTS.GOV REQUIRED ELEMENTS

Required Action	Timing to Obtain/Submit
AMS Deadline to receive final application and all supporting materials	June 21, 2021 – 11:59 p.m. [Eastern Time]
Obtaining Your Organization’s DUNS Number (if you do not already have one)	1-2 business days
Establishing an <i>Active</i> SAM.gov Account (if you do not already have one)	7-10 business days
Obtaining a TIN/EIN (if you do not already have one)	Up to 2 weeks
Creating your Grants.gov profile and registering your Authorized Organizational Representative (AOR) authorization	Up to 2 weeks

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1.0 FUNDING OPPORTUNITY DESCRIPTION

1.1 LEGISLATIVE AUTHORITY

The Local Agriculture Market Program (LAMP) is authorized by subtitle A of the Agricultural Marketing Act of 1946 (7 U.S.C. § 1621 et seq.) as amended under section 10102 of the Agriculture Improvement Act of 2018, Public Law 115-334 (2018 Farm Bill). LAMP supports the development, coordination, and expansion of direct producer-to-consumer marketing, local and regional food markets and enterprises, and value-added agricultural products. The primary goals are to:

- Connect and cultivate regional food economies through public-private partnerships;
- Support the development of business plans, feasibility studies, and strategies for value-added agricultural production and local and regional food system infrastructure;
- Strengthen capacity and regional food system development through community collaboration and expansion of mid-tier value chains;
- Improve income and economic opportunities for producers and food businesses through job creation; and,
- Simplify the application and the reporting processes for grants administered under the Program.

The Farmers Market and Local Food Promotion Program (FMLFPP), the Value-Added Producer Grants (VAPG) Program and the Regional Food Partnership Program (RFSP) are implemented under LAMP. FMLFPP and RFSP are administered by AMS and VAPG is administered by the Rural Business-Cooperative Service under Rural Development (RD). FMLFPP is administered in two components: Farmers Market Promotion Program (FMPP) and Local Food Promotion Program (LFPP). This RFA is for FMPP.

1.2 PURPOSE

FMPP funds projects that develop, coordinate, and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products. The program focuses on:

- Supporting and promoting domestic [direct producer-to-consumer](#) (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) marketing such as farmers markets, roadside stands, agritourism activities, community-supported agriculture (CSA) programs, or online sales;
- Encouraging the development of [value-added agricultural products](#);
- Developing marketing strategies for producers of local food and value-added products;
- Facilitating regional food chain coordination and [mid-tier value chain](#) development;
- Promoting new business opportunities and marketing strategies to reduce on-farm food waste;
- Responding to changing technology needs in direct producer-to-consumer marketing; and
- Covering expenses related to costs incurred in obtaining food safety certification and improvements to food safety practices and equipment.

Projects that aim to address COVID-19 impacts through these activities are welcome.

1.3 PROJECT TYPES

FMPP offers **Capacity Building (CB)** and **Community Development Training and Technical Assistance (CTA)** project types.

1.3.1 CAPACITY BUILDING

CB projects are intended to assist applicants' efforts to achieve their mission and build long-term organizational capacity in the development, coordination, and expansion of domestic farmers markets, roadside stands, CSA programs, agritourism activities, online sales, or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. CB projects should demonstrate a direct benefit to farm and ranch operations serving local markets (including new, beginning and socially disadvantaged farmers and ranchers, veteran producers and/or underserved communities) and maximize the involvement of farmers and ranchers and community organizations. Projects can include, but are not limited to:

- Developing tools, techniques or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of markets, or other relevant organizations, to assist in COVID response and recovery efforts.
- Market analysis and strategic planning for a direct producer-to-consumer market opportunity.
- Local farmer, rancher, or market manager startup training and education.
- Farmers market, roadside stand, CSA, agritourism or online sales activity startup, operation and/or expansion.
- Recruitment, outreach and retention of new, beginning, and socially disadvantaged farmers and ranchers, as well as to consumers in support of direct producer-to-consumer markets.
- Development of strategies and/or above practices to support and partner with other organizations affected by the pandemic. This could allow larger, more experienced entities to support smaller organizations who could also benefit from a federal grant.

1.3.2 COMMUNITY DEVELOPMENT TRAINING AND TECHNICAL ASSISTANCE

CTA projects are intended to assist applicants' efforts to provide outreach, training, and technical assistance to farm and ranch operations serving local markets, and to other interested parties for developing, coordinating, and expanding domestic farmers markets, roadside stands, CSA programs, agritourism activities, online sales, or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities. CTA projects should engage a diverse set of local and regional food stakeholders, including new, beginning and socially disadvantaged farmers and ranchers, to illustrate a substantive effect on the local and regional food system. Projects can include, but are not limited to:

- Developing and disseminating tools, techniques, or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of organizations to assist in COVID response and recovery efforts.

- Conducting statewide or regional training for farmers, ranchers, or managers (i.e., farmers market managers) to help them develop or maintain their own direct producer-to-consumer enterprise.
- Assisting farmers and ranchers in advertising and promoting their locally and regionally produced agricultural products, including value-added products, through training and technical assistance.
- Establishing or expanding producer-to-consumer networks and organizations on a state, regional, and national level, which includes efforts to develop sourcing channels using direct producer-to-consumer market opportunities with corporate, non-profit, and institutional buyers.
- Providing technical support for small- and mid-sized producers to become compliant with regulatory and buyer specifications and standards to increase their direct market opportunities.
- Development of strategies and/or above practices to support and partner with other organizations affected by the COVID-19 pandemic. This could allow larger, more experienced entities to support smaller organizations who could also benefit from a federal grant.

1.3.3 PROJECTS/ACTIVITIES NOT ELIGIBLE FOR FUNDING

Projects are not eligible for consideration if the proposed activities:

- Are not related to producer-to-consumer direct marketing.
- Are for production related expenses, including food production and the purchase of farm equipment, tools, materials, supplies and other related costs (section [4.6.4](#)).
- Depend on the purchase or lease-to-own of a vehicle—vehicles can be leased, but not leased-to-own or purchased (section [4.6.4](#)).
- Benefit only one agricultural producer, vendor, or individual. Applicants must collaborate with others to benefit the larger community.
- Promote general food consumption (unrelated to a specific product or service) (section [4.6.4](#)).
- Depend upon a critical component (such as land and structures) not in place or useable at the time of application (section [4.2.5](#)).
- Depend upon the completion of another project or the receipt of another grant.
- Duplicate activities in a project that has received a Federal award from another Federal award program, including the Local Food Promotion Program.

For additional allowable and unallowable activities please refer to the AMS General Terms and Conditions. Applicants that have questions concerning the allowability of costs after reviewing the Terms and Conditions should contact AMS staff using the contact information listed under [7.0 Agency Contacts](#).

1.4 PRIORITY AREAS

Priority consideration will be given to projects that benefit communities located in areas of concentrated poverty with limited access to supermarkets or locally or regionally grown food as defined below. AMS does not require applicants to conduct projects in priority areas to be eligible to apply or receive grant funds.

If requesting low income/low food access (LI/LA) priority consideration, the project's implementation address must be in a LI/LA census tract, as defined by the four major map layers on the [ERS Food Access Research Atlas](#). "Implementation address" refers to the street address or census tract location within the targeted community (LI/LA census tract) at which the applicant plans to conduct or deliver approved project activities.

The applicant must provide its census tract(s) for at least one LI/LA address (priority area). If your organization or business is located in and/or primarily serves at least one LI/LA community, your application will be considered under this priority area.

2.0 AWARD INFORMATION

2.1 TYPE OF FEDERAL ASSISTANCE

AMS will use a Grant Agreement to provide the Federal award to successful applicants.

2.2 TYPE OF APPLICATIONS

New application. All new applications will be reviewed competitively using the selection process and evaluation criteria described in section [5.0](#).

Continuation application. These applications are submitted by applicants who have received prior FMLFPP funding, such as an LFPP planning grant or a previous FMPP grant. Such applications must contain the same information that is required for new applications, as well as a description – via the [FMLFPP Project Narrative](#) form – of how the newly proposed project builds on previous activities. Continuation applications will be evaluated according to the same evaluation criteria as new applications, in addition to consideration of the applicant's performance during the previous FMFLPP grants and its apparent ability to improve upon that work.

2.3 AVAILABLE FUNDING

FY2021 funding for FMLFPP is based on three funding sources: 1) The 2018 Farm Bill Funding provided \$22.5 million annually in no-year funding; 2) FY2021 Annual Appropriations provided \$7.4 million; and 3) H.R. 133 Stimulus Funding provided \$47 million, available until expended. The full \$76.9 million will be divided equally between FMPP and LFPP (approximately \$38.5 million each), as AMS is able to determine qualified recipient selections based on the criteria within this RFA. Any 2018 Farm Bill or H.R. 133 Stimulus funds not awarded under this RFA will be applied to the RFA for the next competitive award cycle. Enactment of additional continuing resolutions or an appropriations act may affect the availability or level of funding for this program.

2.4 FEDERAL AWARD PERIOD DURATION AND SIZE

AMS expects applicants to complete their projects within the required timeframe. It is acceptable to complete a project before the scheduled performance period end date. However, AMS encourages applicants to take the full grant period to allow ample time to complete projects. The applicant must

indicate the start date and end date on Block 17 of the SF-424 “Application for Federal Assistance”. Required project start dates and completion dates are provided below.

Award size varies by project type. Applicants may not request less than the minimum or more than the maximum amounts. Applicants are not required to request the maximum award amount. Applicants must justify the requested funding amounts within the appropriate project narrative sections.

Project Type	Duration (Months)	Start Date	Completion Date	Minimum Award	Maximum Award
CB	36	September 30, 2021	September 29, 2024	\$50,000	\$500,000
CTA	36	September 30, 2021	September 29, 2024	\$100,000	\$750,000

The higher grant option may allow larger, experienced organizations to support smaller organizations through subawards and coordinated multi-group projects that meet shared needs such as those that have arisen during the pandemic. See [4.6.3 Subaward Restrictions](#) for more information.

3.0 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANTS

All applicants must be domestic entities owned, operated, and located within the 50 United States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, or Tribal Governments. Eligible applicants include:

Entity Type	Description
Agricultural Businesses or Cooperatives	Business entities, member-owned entities or businesses that provide, hold, deliver, transport, offer, or sell agricultural products or services for member benefit as well as the organization or other business that they represent.
Producer Networks or Association	Producer group- or member-owned organizations or businesses that provide, offer, or sell agricultural products or services through a common distribution system for the mutual member benefit as well as organizations or other businesses that assist, represent, or serve producers or producer networks.
CSA Networks or Associations	Formal groups of farms that work collectively to offer consumers regular (usually weekly) deliveries of locally-grown farm products during one or more harvest season(s) often on a subscription or membership basis. This includes organizations or other businesses that assist, serve, or represent CSAs or CSA networks.

Entity Type	Description
	Customers have access to a selected share or range of farm products offered by the group of farmers based on partial or total advance payment of a subscription or membership fee.
Food Council	Food policy council or food and farm system network that represents multiple organizations involved in the production, processing, and consumption of food, as well as local, Tribal, or State governments; and that addresses food and farm-related issues and needs within city, county, State, Tribal region, multicounty region, or other region designated by the food council or food system network.
Local Governments	Any unit of government within a state, including a county; borough; municipality; city; town; township; parish; local public authority, including any public housing agency under the United States Housing Act of 1937 (50 Stat. 888 (P.L. 75—412); special district; school district; intrastate district; council of governments, whether or not incorporated as a nonprofit corporation under State law; and any other agency or instrumentality of a multi-state, regional, or intra-state or local government.
Nonprofit Corporations	Any organization or institution, including nonprofits with State or IRS 501 (c) status and accredited institutions of higher education, where no part of the organization's or institution's net earnings inure to the benefit of any private shareholder or individual.
Public Benefit Corporations	Corporations organized to construct or operate a public improvement, the profits from which inure to the benefit of one or more State or to the people therein.
Economic Development Corporations	Organizations whose missions are to improve, maintain, develop, and/or market or promote a specific geographic area.
Regional Farmers Market Authorities	Entities that establish and enforce regional, State, or county policies and jurisdiction over State, regional, or county farmers markets. State agencies are eligible if their State's regulatory statutes identify the specific State agency as a regional farmers market authority.
Tribal Governments	Governing bodies or governmental agencies of any Indian tribe, band, nation, or other organized group or community (including

Entity Type	Description
	any native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688 (43 U.S.C. § 1602)) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

3.2 PARTNERS AND COLLABORATORS

The applicant may subcontract or subaward with partners and collaborators (section [4.6.3](#)). Only the applicant must meet the eligibility requirements. Project partners and collaborators do not need to meet the eligibility requirements provided in section [3.1](#).

- A *partnership* is a relationship involving close cooperation between parties with specified and joint rights and responsibilities in the management of the project.
- A *collaborator* is a person or an organization unaffiliated with the applicant that cooperates with the applicant in the conduct of the project and is not immediately connected to the management of the project.

Partners and collaborators may come from private or public, for-profit or nonprofit entities. Applicants must show evidence of existing community or industry support and engagement. Applications should demonstrate a commitment to engage potential project beneficiaries as active participants.

3.3 LIMIT ON NUMBER OF AWARDS

For FY2021, due to the possible need for unforeseen pandemic adaptations and response, AMS is waiving the usual limitation on current grant recipients regarding the number of awards they can have at one time. Applicants who have active FMLFPP grants may be awarded an FY2021 FMPP and an FY2021 LFPP grant, without the normal requirement to close out the current active grant(s). However, if recommended for an award, applicants are limited to receiving **one** FY2021 LFPP award and **one** FY2021 FMPP award. For example:

- For FMPP, this means that an applicant that currently has an active FMPP grant may be awarded another FY2021 FMPP grant without closing their previous grant award. They may also be awarded an FY2021 LFPP award.
- For LFPP, this means that an applicant that currently has an active LFPP grant may be awarded another FY2021 LFPP grant without closing their previous grant award. They may also be awarded an FY2021 FMPP award.
- There may be instances where a current applicant has one active FMPP grant **and** one active LFPP grant. Although these cases are rare, it is possible that the applicant may apply for and receive one FY2021 FMPP grant **and** one FY2021 LFPP grant without closing their previous, open grant awards. However, FMPP and LFPP grants have very distinct purposes, and applicants are encouraged to carefully consider grants management capabilities if and when submitting additional applications.

Applicants may submit multiple project proposals to FMPP and LFPP. If recommended for multiple awards under both FMPP and LFPP, AMS staff will contact the applicant to discuss the options. With the exception of RFSP applicants (see section 3.3.2 below), applicants who do not have a current, active award may receive one FMPP and one LFPP award. Applicants must not duplicate the objectives and activities for which they have been previously awarded.

Applicants must meet all program requirements and undergo competitive peer review as do all other FMPP or LFPP applicants. Applicants must demonstrate organization capacity to manage multiple awards.

Applicants that have a current Regional Food System Partnership (RFSP) award are eligible to receive an FMPP and LFPP award based on the circumstances stated in section [3.3.2](#) below.

3.3.1 FISCAL SPONSORS/AGENTS

FMPP eligible applicants may use fiscal sponsors/agents in their effort to attain and administer a grant award under FMPP. Such applicants seeking to implement an FMPP project may:

- a. Apply directly to AMS through Grants.gov and request to use funds to establish a contractual relationship with a fiscal sponsor/agent to perform administrative or financial functions on behalf of the applicant; or
- b. Utilize a fiscal sponsor/agent to apply for an FMPP award on behalf of the implementing organization. By doing so, the sponsor/agent accepts all financial and legal liabilities for that grant recipient's grant award at the time the agreement is signed. In the case of FMPP applications, fiscal sponsors/agents would submit the application as the applicant organization, and the AOR responsible for all grant decisions and activities, including but not limited to implementation, subcontracts, and reporting to AMS. The AOR would be an employee of the fiscal sponsor/agent. Fiscal sponsors/agents are bound by the same requirements mentioned in this RFA as other applicant organizations, including the limit on applications.

An applicant organization cannot accept an award and later transfer the award to another organization (including a fiscal sponsor/agent).

3.3.2 RFSP RECIPIENT APPLICANTS

In accordance with the [LAMP legislation](#), current RFSP grant recipients may apply for an FMPP or LFPP grant on behalf of requesting producers and/or eligible entities (as listed in section 3.2 of the [RFSP RFA](#)). Active RFSP recipients are eligible to receive more than one FMPP or LFPP project within an award cycle to allow them to apply on behalf of those entities.

Active RFSP recipients applying to FMPP or LFPP on behalf of their producers and eligible entities should indicate on the Project Narrative that they are a current RFSP recipient. They must meet all program requirements and undergo competitive peer review as do all other FMPP or LFPP applicants. Refer to section [5.2](#) for more information.

If selected for funding, active RFSP recipients signing the grant agreement as the AOR on behalf of their producers and eligible entities accept all financial and legal liabilities for that grant recipient's grant

award at the time the agreement is signed. Additionally, they are responsible for all grant decisions and project activities, and accountable for meeting Federal status, regulations, and the terms and conditions of the award. An applicant organization, including RFSP recipient applicants, cannot accept an award and later transfer the award to another organization (including the producer or eligible entity associated with the active RFSP grant).

Alternatively, RFSP recipients wanting to solely provide technical assistance or administrative support to producers and/or eligible entities applying to FMLFPP, but not serve as the AOR, may provide that directly with no formalized agreement and the eligible entities or producers may apply directly (noting that the project must benefit more than one producer). They could also choose to pursue the contractual relationship mentioned in section [3.3.1.a](#).

3.4 COST SHARING AND MATCHING

This funding opportunity requires matching funds from non-Federal sources in the form of cash and/or in-kind contributions in an amount equal to 10% or 25% of the total Federal portion of the grant. The funding source legislation determines the matching amounts (Section [2.3](#)):

- H.R. 133 Stimulus Funding (\$23.5 million for FMPP): 10% match requirement.
- Annual Funding (\$3.7 million for FMPP): 25% match requirement.
- 2018 Farm Bill Funding (\$11.3 million for FMPP): 25% match requirement.

The match amount provided by the applicant will determine the funding source AMS uses to make an award. As such:

- Applicants that provide a 10% match will be considered for H.R. 133 Stimulus Funding (\$23.5 million).
- Applicants able to provide and commit to a match of 25% at the time of application will be considered for 2018 Farm Bill Funding (\$11.3 million), Annual Funding (\$3.7 million) **OR** H.R. 133 Stimulus Funding (\$23.5 million). If funded under the H.R. 133 Stimulus Funding, applicants are still required to provide the 25% match committed to in the application.

AMS will award all Annual Funding first and then fund the rest of the highly ranked proposals (at either the 10% match or 25% match) under the H.R. 133 Stimulus Funding or 2018 Farm Bill Funding.

Applicants may not replicate the same application and submit it using different match amounts. For example, applicants are not allowed to submit the same application, with the same objectives, with a 10% match; and the same application, with the same objectives, with a 25% match. Applicants must commit to one match amount that AMS will consider if selected for funding.

Should insufficient high-ranking projects be identified for the 25% match, AMS may allow an opportunity for high ranking applicants to modify their application to offer a 25% match.

All applications will be evaluated according to merit and customary evaluation procedures. If a project is selected for funding, any match amount exceeding the respective requirement will be considered voluntary and must be documented and secured at the time of the award.

Cost sharing or the required match must be in the form of allowable direct or indirect costs. Refer to [2 CFR § 200.306](#) for additional Federal requirements and definitions, including the basis for determining the value of cash and in-kind contributions.

In-kind contributions are generally defined, when used as a cost share or match for a grant, as the value of goods or services provided by a third party for the benefit of the grant program, where no funds transferred hands. For example, a partner, such as a tribal community member, may volunteer their professional expertise as a match contribution to the project as described in [2 CFR § 200.306\(e\)](#). These contributions cannot satisfy a cost sharing or matching requirement for this grant program if they are used toward satisfying a match requirement under any other Federal grant agreement to which the applicant is a party.

All matching contributions **must be committed or secured** at the time an applicant is recommended for an award. An award will not be issued unless all matching funds over the life of the grant are secured. Additional anticipated matching funds not in place by the time the project commences cannot be counted toward the matching requirement.

Applicants must indicate the total amount of match and how it will specifically align with their requested funding when completing the fiscal plan and resources section of the [FMLFPP Project Narrative](#). Additionally, applicants must submit signed letters or other documentation verifying the match for EACH cash and/or in-kind resource. Refer to section [4.2.3 Matching Funds and Letters of Verification](#) for more information.

Indirect costs may count toward your match. Refer to section [4.6.2 Using Indirect Cost for Cost Sharing or Matching](#) for more information.

Applicants cannot use program income (as defined in [2 CFR § 200.1](#)) or any other Federal funds as a match or cost share.

4.0 APPLICATION AND SUBMISSION INFORMATION

4.1 ELECTRONIC APPLICATION PACKAGE

Only electronic applications may be submitted via Grants.gov in response to this RFA. AMS strongly encourages applicants to submit early to the Grants.gov system. For an overview of the Grants.gov application process, see Grants.gov's [Apply for Grants](#) webpage. This RFA contains the information needed to obtain and complete required application forms and AMS-specific attachments. More information about applying through Grants.gov can be found in section [4.7 Grants.gov Application Submission and Recipient Procedures and Requirements](#).

Applicants can find the opportunity under either the Assistance Listing number "10.175," or the FMPP Funding Opportunity Number "USDA-AMS-TM-FMPP-G-21-0002".

4.2 CONTENT AND FORM OF APPLICATION SUBMISSION

4.2.1 SF-424 APPLICATION FOR FEDERAL ASSISTANCE

Required. Form SF-424 is available via the opportunity at Grants.gov. Most information blocks on the required form are either self-explanatory or explained in the instructions. However, applicants must use the following supplemental instructions associated with specific blocks on form SF-424.

Block	Instructions
#1 Type of Submission	Application
#2 Type of Application	New or Continuation
#4 through #7	Not required
#8c Organizational DUNS	Applicant DUNS# for the Organization submitting the application. See D&B Request a DUNS Number . NOTE: Applicants that apply for a grant must be capable of managing and monitoring Federal funds and project activities and outcomes. Recipients <u>cannot</u> transfer the award to another recipient organization once a grant is awarded (you may not apply under one DUNS number and switch to another later). Refer to section 4.7.1 Obtain a DUNS Number of this RFA.
#8d Address	Enter the organization street address as it appears in SAM.gov. P.O. Boxes not accepted. Enter a 9-digit zip code.
#10 Name of Federal Agency	AMS, USDA
#11 Catalog of Federal Domestic Assistance Number (Assistance Listing Number)	10.175
#12 Funding Opportunity Number	USDA-AMS-TM-FMPP-G-21-0002 Ensure you are applying for the correct grant program.
#13 Competition Identification Number	Not applicable
#14 Areas Affected by Project	Enter cities, counties, states affected by project
#15 Descriptive Title of Applicant's Project	Provide a short description of the project.
#16a Congressional Districts for Applicant	Enter the Congressional district where your main office is located.
#16b Congressional Districts for Program/Project	Enter the Congressional district where your project will be implemented. Write "All" if the projects will be implemented in more than one location.
#17 Proposed Project Start Date and End Date	The performance period cannot be more than 36 months (3 years) in length. CB and CTA projects normally begin September 30, 2021 and should be completed by no later than September 29, 2024.
#18 Estimated Funding – Federal	Total Federal award requested.
#18b Estimated Funding – Applicant	Not applicable.
#19 Is Applicant Subject to Review by State Under Executive Order 12372 Process?	See section 4.5 Intergovernmental Review .

4.2.2 PROJECT NARRATIVE

Required. Applicants are required to prepare and submit a narrative using the [FMLFPP Project Narrative form](#) and [FMLFPP Project Narrative Guide](#). The form and instructions are available on the “[How do I Apply for an FMPP Grant](#)” webpage. The Project Narrative must clearly describe the direct or indirect producer or food business benefits intended by the applicant, objectives and goals, types of activities, applicable outcome indicators, and fiscal plan and resources information.

The project narrative must be typed and single-spaced in an 11-point font and must not exceed fifteen (15) 8.5 x 11 pages (excluding existing Project Narrative form content). For example, if the Project Narrative form is 15 pages before you begin entering your project information into the form, **your narrative may be up to 30 pages (15 pages + 15 pages)**. DO NOT modify the margins of the FMLFPP Project Narrative form. Applicants must submit the FMLFPP Project Narrative form as a PDF and attached to the Grants.gov application package using the “Project Narrative Attachment Form” on the application package. Handwritten applications or applications in MS Word will not be accepted.

Prior to submitting the application to Grants.gov, please make sure no tracked changes or mark-up edits and comments are visible.

The supporting documents listed below do not count toward the 15-page limit.

4.2.3 MATCHING FUNDS AND LETTERS OF VERIFICATION

Required. Each application must include or be accompanied by written verification of match commitments from any party, including the applicant, who will contribute cash or in-kind matching from non-Federal resources to the project.

Submit one match verification letter for EACH cash or in-kind resource signed by the matching organization.

AMS highly encourages you to use the [Suggested Match Verification Template Letter](#) on the grant program’s website. If you do not use this template or if you are an applicant submitting a match, your match verification document must minimally include the following:

- Project Applicant
- Project Title
- Cash Commitment per year (if applicable) and Total Cash Match
- In-kind Contribution per year (if applicable) and Total In-kind Match. Break down items into categories as applicable:
 - Salaries (employee name, title, duties, pay rate/hr., amount matched per year)
 - Items/Activities (fair market value per unit, how value determined, and amount matched per year)
- Explanation of how each type of match will correspond to the budget or be used by the Applicant
- Signature of Matching Organization Representative with typed name and title

Submit *Matching Funds and Letters of Verification* on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **MATCH VERIFICATION LETTERS**. Letters must accompany the proposal at the time of application. Unsigned letters will not be accepted.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under Form SF-424 item #15.

4.2.4 LETTERS OF COMMITMENT FROM PARTNER AND COLLABORATOR ORGANIZATIONS

Required. Applicants must provide letters of commitment (in MS Word or PDF) from all project partners and collaborators. More information can be found on partners and collaborators in section [3.2 Partners and Collaborators](#). The letter must state the partner or collaborator agrees to the project management plan presented in the Project Narrative. Emails will not be accepted.

AMS highly encourages you to use the [Suggested Partner Organization Template Letter](#) on the grant program’s website. If you do not use this template, your Letter of Commitment must minimally include the following:

- Project Applicant
- Project Title
- A short introduction describing the partnering organization’s mission and its interest in FMPP development
- What the organization commits to participating in and supporting
- The time period of the partnership
- Roles of the participating individuals, as applicable, and any individual time commitment
- A statement that these individuals and the organization agree to abide by the management plan contained in the application

Submit *Letters of Commitment* on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **LETTERS OF COMMITMENT**. Letters must accompany the proposal at the time of application. Unsigned letters will not be accepted.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under SF-424 item #15.

PLEASE NOTE: FMPP does not require Congressional letters of support and such letters do not carry any weight during the evaluation process.

4.2.5 EVIDENCE OF CRITICAL INFRASTRUCTURE

Required if critical resources and/or infrastructure are necessary for the completion of the proposed project. Applicants are required to submit evidence (in MSWord or PDFs) that critical resources and infrastructure upon which the initiation and completion of a project will depend are in place, meaning in working condition or usable, at the time of proposal submission. Land, structures, and other critical resources must be in place and in working condition at the time of application submission. The letter

must indicate the critical resources that are necessary for initiation and completion of the project and certify that they are in place and committed prior to the start date of the project.

AMS highly encourages you to use the [Suggested Evidence Of Critical Resources And Infrastructure Template Letter](#) on the FMPP application website. If you do not use this template, your Letter of Evidence of Critical Infrastructure must minimally include the following:

- Project Applicant
- Project Title
- A statement about committing/approving/granting permission, etc. of the critical resource or infrastructure to the project for the time period
- A description of the approved use of the critical resource or infrastructure approved for the project, any costs associated with its use, and any qualifying circumstances for its use.

Submit Letters of Evidence of Critical Resources and Infrastructure on letterhead and address them to the applicant (i.e., Project Director). Clearly indicate at the top of the documents that they are **EVIDENCE OF CRITICAL RESOURCES AND INFRASTRUCTURE**. The evidence must accompany the proposal at the time of the application submission.

Letter(s) must be attached to the Grants.gov application package using the “Add Attachments” button under Form SF-424 item #15.

4.2.6 NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)

Required if the applicant has a NICRA. Refer to section [4.6.1 Indirect Costs](#) for more information. The NICRA must be in PDF format and attached to the Grants.gov application package using the “Add Attachments” button under SF-424 item #15.

4.3 SUBMITTED APPLICATION QUALIFICATION

Your application may **not be reviewed or considered for funding** if it is:

- Received by Grants.gov after the submission deadline.
- Submitted via any method other than through [Grants.gov](#).
- Submitted to the wrong grant program.
- Not responsive to the requirements of this RFA (eligibility, incomplete application, not providing all required documents, etc.)

See [AMS’ Late and/or Nonresponsive Applications Policy](#) for more information.

4.4 SUBMISSION DATE AND TIME

Applications must be submitted electronically through Grants.gov. Ensure that all components of the application are complete before submission. Allow enough time for the application process, as it may take more than one attempt before your application is successfully submitted. AMS encourages you to submit your application at least two weeks prior to the application deadline to ensure all certifications and registrations are met.

Only applications submitted and validated by 11:59 p.m. Eastern Time on June 21, 2021, on [Grants.gov](https://www.Grants.gov) will be accepted. See [AMS' Late and/or Nonresponsive Applications Policy](#).

4.5 INTERGOVERNMENTAL REVIEW

This program is not subject to [Executive Order 12372](#), which requires intergovernmental consultation with state and local officials.

4.6 FUNDING RESTRICTIONS

4.6.1 INDIRECT COSTS

Indirect costs (also known as “facilities and administrative costs”—defined at [2 CFR § 200.1](#)) are those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

As stated in [2 CFR §§ 200.413](#) and [414](#), any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate, except State and Local Government and Indian Tribe Indirect Cost Proposals, may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC), which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in [2 CFR § 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology must be used consistently for all Federal awards until a recipient chooses to negotiate for a rate, which the recipient may apply to do at any time.

All applicants who elect to charge a de minimis rate of 10 percent must use the MTDC as the base. MTDCs are defined in [2 CFR § 200.1](#) as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDCs excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may be excluded only when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

If an applicant has a negotiated indirect cost rate approved by its cognizant agency, the applicant must submit a copy of its approved *NICRA* with its application. Entities that would like to negotiate an indirect cost rate must contact their cognizant agency. For cognizant agency assignments, see [2 CFR § 200.1](#).

4.6.2 USING INDIRECT COST FOR COST SHARING OR MATCHING

The maximum indirect costs allowed for the project may be included under the Federal portion of the budget or, alternatively, may be offered as a matching contribution if no indirect costs are requested on the Federal portion of the budget. For example, if a proposed project's maximum allowable indirect costs are \$8,000, the applicant may include \$8,000 on the Federal portion of the budget or \$8,000 as a matching contribution, but not both.

The applicant may split the indirect cost allocation between the Federal and non-Federal portions of the budget only if the total amount of indirect costs does not exceed the maximum indirect costs allowed. Alternatively, the recipient may request any other combination that, when combined, does not exceed the maximum indirect costs allowable. Refer to [2 CFR §§ 200.413](#) and [414](#) for additional information on determining if costs charged to the award are direct or indirect.

4.6.3 SUBAWARD RESTRICTION

The applicant is expected to perform the majority of the work portion of the project; however, subawards or subcontracts with partners, collaborators, or other parties that provide additional knowledge, expertise, or resources for the purposes of the proposed project that are not otherwise available within the applicant's organization are allowable. Applicants may subaward to smaller organizations to support underserved communities or producers, with the applicant maintaining the oversight and reporting responsibility as the AOR. See section [3.3.1 Fiscal Sponsors](#). Using grant funds to competitively "re-grant" funds in mini-grant programs or to activities that are not central to the purpose of the project or for unknown costs is unallowable.

4.6.4 ALLOWABLE AND UNALLOWABLE COSTS AND ACTIVITIES

All AMS awards are subject to the terms and conditions, cost principles, and other considerations described in the [AMS General Terms and Conditions](#).

Applicants that have questions concerning the allowability of costs after reviewing this document should contact AMS staff using the contact information listed under [7.0 Agency Contact](#).

Pre-Award Cost Flexibility

For FY2021, AMS is allowing flexibility for those applicants who wish to incur pre-award costs. An applicant may, at their own risk and without AMS prior approval, incur obligations and expenditures up to 180 days before the performance start date as long as such costs:

- are necessary to conduct the project; and
- would be allowable under the potential award and without AMS prior approval.

If specific costs would otherwise require prior approval (see the [AMS General Terms and Conditions](#)), the applicant may be required to provide additional documentation during the application review process before an award is made. The cost and associated activities must be included in the project narrative and budget justification.

Incurring a pre-award cost in anticipation of being selected by AMS for an award imposes no obligation on AMS either to make the award or to reimburse such costs if for any reason the applicant does not receive an award. Recipients must be fully aware that pre-award costs result in borrowing against the potential award and that such borrowing must not impair the recipient's ability to accomplish the project objectives in the approved time frame or in any way adversely affect the completion of the project.

4.6.5 COORDINATOR MEETING TRAVEL

Recipients are expected to attend AMS sponsored grants management meeting during the project's period of performance. The proposed budget should include travel funds for the Project Coordinator and any additional key personnel as reasonably determined by the recipient and AMS.

4.7 GRANTS.GOV APPLICATION SUBMISSION AND RECEIPT PROCEDURES AND REQUIREMENTS

4.7.1 HOW TO REGISTER TO APPLY THROUGH GRANTS.GOV

The applicant **organization registration** process can take **up to four weeks** to complete. Therefore, complete your registration allowing sufficient time to ensure it does not impact your ability to meet required application submission deadlines.

If individual applicants are eligible to apply for this grant funding opportunity, refer to:

<https://www.grants.gov/web/grants/applicants/registration.html>

Organization applicants can find complete instructions here:

<https://www.grants.gov/web/grants/applicants/organization-registration.html>

- 1) *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a [Data Universal Numbering System \(DUNS\) number](#) from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.
- 2) *Register with SAM:* In addition to having a DUNS number, organizations applying online through Grants.gov must register with the [System for Award Management \(SAM\)](#). All organizations must register with SAM to apply online. Failure to register with SAM will prevent your organization from applying through Grants.gov. **SAM.gov accounts must be updated annually, and your organization must have an active SAM.gov account to submit your application to Grants.gov.**
- 3) *Register with Grants.gov:* The next step in the registration process is to [create an account with Grants.gov](#). Applicants must know their organization's DUNS number to complete this process. Completing this process automatically triggers an email request for applicant roles to the organization's E-Business Point of Contact (EBiz POC) for review. The EBiz POC is a representative from your organization who is the contact listed for SAM. To apply for grants on behalf of your organization, you will need to request the AOR role.
- 4) *Authorize Grants.gov Roles:* After creating an account on Grants.gov, the EBiz POC receives an email notifying him or her of your registration and request for roles. The EBiz POC will then log in to Grants.gov and [authorize the appropriate roles](#), which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been approved as an AOR.
- 5) *Track Role Status:* After registering with Grants.gov and authorizing the applicant AOR, Grants.gov allows you [to track your status](#).

- 6) *Electronic Signature*: When applications are submitted through Grants.gov, the name of the organization's AOR who submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

4.7.2 HOW TO SUBMIT AN APPLICATION TO AMS VIA GRANTS.GOV

Applicants can apply using Grants.gov Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each funding opportunity announcement (FOA), an applicant creates individual instances of a workspace.

- 1) *Create a Workspace*: This allows you to complete your Workspace online and route it through your organization for review before submitting.
- 2) *Complete a Workspace*: Add participants to the workspace, complete all the required forms, and check for errors before submission.
 - a. *Adobe Reader*: If you decide not to apply by filling out the webforms, you can download individual PDF forms in Workspace so that they will appear similar to other Standard or AMS forms. The individual PDF forms can be downloaded and saved to your local storage device, network drive(s), or external drives, and then accessed through Adobe Reader. NOTE: You may need to visit the [Adobe Software Compatibility page on Grants.gov](#) to download the appropriate version of the software. There is no cost for Adobe Reader Software.
 - b. *Mandatory Fields in Forms*: Fields marked with an asterisk and a different background color are mandatory fields you must complete to successfully submit your application.
 - c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.
- 3) *Submit a Workspace*: Submit your application through Workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package **at least 24-48 hours prior to the close date** to provide you with time to correct any potential technical issues that may disrupt the application submission.

SPECIAL NOTE: Grants.gov **does not** check for AMS required attachments. It is the applicant's responsibility to ensure that all required attachments listed in section [4.2 Content and Form of Application Submission](#) are included.

- 4) *Track a Workspace*: After successfully submitting a workspace package, Grants.gov automatically assigns a Tracking Number (GRANTXXXXXXX) to the package, which will be listed on the Confirmation page generated after submission.

Applicant Support: Grants.gov provides additional [training resources, including video tutorials](#). Applicants may also call the 24/7 toll-free support number 1-800-518-4726, or email support@grants.gov. Grants.gov will issue a ticket number to which you and Grants.gov can refer if the issue is not resolved. For questions related to the specific grant opportunity, contact the persons or individuals mentioned in section [7.0 Agency Contacts](#).

4.7.3 TIMELY RECEIPT REQUIREMENTS AND PROOF OF TIMELY SUBMISSION

All applications must be received by the due date established in section [4.4 Submission Date and Time](#). Proof of timely submission is automatically recorded by Grants.gov using an electronic date/time stamp generated when the application is successfully received by Grants.gov. The applicant AOR will then receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXX) from Grants.gov. Applicant AORs will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

When AMS successfully retrieves the application from Grants.gov and acknowledges the download of submissions, Grants.gov will electronically acknowledge receipt of the application to the applicant AOR's email address. Again, proof of timely submission shall be an email with the official date/time stamp and Grants.gov tracking number that Grants.gov assigns to your application.

AMS will not accept applications packages by fax, email, or postal mail. Applications received by Grants.gov after the established due date for the program will be considered late and will not be considered for funding by AMS. See [AMS' Late and/or Nonresponsive Applications Policy](#).

Special Note for Applicants with Slow Internet Connections. Applicants using slow internet connections, such as dial-up connections, may experience significantly longer transmission times when submitting the application on Grants.gov, especially if there are large attachments contained in the upload. Again, Grants.gov will provide either an error message or a successfully received transmission notification via email to the applicant AOR.

4.7.4 TIPS FOR APPLICANTS

- Register and submit applications early. **DO NOT WAIT UNTIL THE DAY OF THE APPLICATION DEADLINE.**
- Thoroughly read this RFA and follow all the instructions provided by AMS.
- Thoroughly read the [AMS General Terms and Conditions](#) to understand allowable and unallowable costs.
- Apply to the correct grant program:
 - Assistance Listing (formerly CFDA) number “**10.175**” and Funding Opportunity Number “**USDA-AMS-TM-FMPP-G-21-0002.**”
- Make sure you have the most recent copy of Adobe Reader installed on your computer and that it is compatible with [Grants.gov](#) software. Grants.gov supports Adobe Reader version 9.0.0 and higher.

- Limit Application File Size/ File Name Characters (50 or less).
- When uploading attachments, click the “Add Attachments” button (do NOT use the “paperclip” icon in Adobe Reader).
- Do not password-protect your documents and make sure all tracked-changes are “accepted”.
- Avoid Special Characters in File Names (\$, %, &, *, Spanish "ñ", etc.).
- Input the correct DUNS number on the SF-424 cover page.
- Review the Grants.gov Applicant User and Registration Guides:
<http://www.grants.gov/web/grants/applicants/applicant-faqs.html>
<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

5.0 APPLICATION REVIEW INFORMATION

5.1 PROJECT EVALUATION CRITERIA

Each application that meets the initial qualifications screening requirements (see section [5.2](#)) will be reviewed and scored competitively using the following criteria:

Alignment and Intent..... **25 Points**

- 1) The extent to which the application provides a clear and concise description of the specific issue, problem, or need addressed by the project, and the objectives for the project.
- 2) The extent to which the project demonstrates how it will help develop, coordinate, and expand direct producer-to-consumer market opportunities and an agricultural local and regional food system infrastructure.
- 3) The extent to which the applicant identifies and engages the intended beneficiaries, including the number of beneficiaries and how they will benefit. The application demonstrates a commitment to engage potential project beneficiaries as active participants in partnership activities.
- 4) The application describes the project’s proposed geographic focus area and why it is the most appropriate place to conduct project activities.
- 5) The application complies with all written instructions and requirements described within the RFA and Project Narrative Template.

Technical Merit..... **25 Points**

- 1) The extent to which the application presents a clear, well-conceived, and overall suitable work plan for fulfilling the goals and objectives of the proposed project.
- 2) The extent to which the application presents a realistic work plan schedule for implementing the proposed project during the award project period.
- 3) If the project and/or entity was previously funded, the extent to which the previous lessons learned are incorporated into the proposed project.

Achievability.....**15 Points**

1) The extent to which the selected outcomes and indicator(s) are appropriate for the scale and scope of the project, including:

- a. How indicator numbers were derived with a clear means to collect feedback to evaluate and achieve each relevant outcome indicator; and
- b. The anticipated key factors that are predicted to contribute to or restrict progress toward the applicable indicators, including action steps for addressing identified restricting factors.

2) The extent to which the proposed project can be easily adapted to other regions, communities, or agricultural systems.

3) The extent to which the applicant provides a comprehensive plan to distribute the project's results (both positive and negative) electronically and in-person to target audiences, stakeholders, and interested parties.

Expertise and Partners.....**25 Points**

1) The extent to which the proposed project represents substantial, effective, diverse and strong qualifications of the applicant (individual and team) and the relevant partnerships and collaborators to accomplish the project's goals and objectives and to meet the needs of the intended beneficiaries including:

- a. Commitment from the key partners and/or collaborators demonstrated through Letters of Commitment from Partner and Collaborator Organizations;
- b. The key staff who will be responsible for managing the projects and names and titles of the individuals who comprise the Project Team; and
- c. The expertise and experience of the Project Team necessary to successfully manage and implement the proposed project.

2) The extent to which the application describes plans for coordination, communication, and data sharing and reporting among members of the Project Team and stakeholder groups, including both internal applicant personnel **and** external partners and collaborators.

3) The extent to which the application describes a commitment to collaboration and engagement among partners to ensure high levels of participation or provides a clear and concise plan for how such engagement will occur, particularly including historically underserved entities such as socially disadvantaged, beginning, and/or limited resource entities.

4) The extent to which the application describes how the project, and its partnerships and collaborations, will be sustained beyond the project's period of performance (without grant funds).

Fiscal Plan and Resources.....**10 Points**

1) The extent to which the application budget narrative or justification provides a clear, detailed, narrative description for each budget line item including:

- a. How the budget is consistent with the size and scope of the project; and
 - b. How the budget relates logically to the narrative describing the project.
- 2) The extent to which the application provides evidence that critical resources and infrastructure that are necessary for the initiation and completion of the proposed project are currently in place.
- 3) The extent to which the applicant demonstrates that its partners' or collaborators' contribution of non-Federal cash resources or in-kind contributions is available and obtainable for the project as evidenced through the submitted Matching Funds and Letters of Verification.

5.2 REVIEW AND SELECTION PROCESS

Step 1: Initial Qualification Screening

Each application is initially reviewed for overall completeness, as well as compliance with eligibility and program requirements as set forth in this RFA. If an application does not meet these requirements, it is removed from consideration. Please see section 4.3 and [AMS' Late and/or Non-Responsive Applications Policy](#) for more information.

Step 2: Technical Review

Each application that passes initial screening (Step 1) is evaluated by a panel of independent peer reviewers. AMS makes every attempt to match reviewers with applications in their areas of expertise. Each reviewer signs a conflict of interest and confidentiality agreement regarding any assigned proposals. The peer review panels evaluate their assigned proposals using instructions prepared by AMS officials. Individual reviewers confer with other team members to derive a consensus score. The consensus review serves as the basis for awarding and allocating grant funds and focuses on strengths and weaknesses of each proposal.

Step 3: Administrative Review

AMS will conduct a final administrative evaluation of each review panel's top rankings and recommendations. In addition to the rank and scores, AMS reviews each application to ensure that potential recommended projects align with the scope, allowability of budget items, available funding, geographic diversity, and USDA priorities. AMS staff will work with top-ranked applicants to negotiate any revisions as necessary. AMS will also assess an organization's ability to account for the use of Federal funds and monitor the performance associated with these monies using the guidance provided by [2 CFR § 206\(c\)](#).

6.0 AWARD ADMINISTRATION INFORMATION

6.1 AWARD NOTICES

Upon announcement of the Federal awards, AMS will prepare and send a Notice of Award and Grant Agreement to each recipient for signature by the appropriate official. Grant Agreements consist of a 1-page Agreement Face Sheet (AMS-33) that will be signed by AMS and the AOR.

The Notice of Award and Grant Agreement will provide pertinent instructions and information including, at a minimum, the information described in [2 CFR § 200.211](#) and a reference to the [AMS General Terms and Conditions](#).

6.2 UNSUCCESSFUL APPLICANTS

Unsuccessful applicants will be contacted by AMS via email as soon as possible after the awards are announced to inform them of the results. AMS will email unsuccessful applicants the review panel consensus comments regarding their proposals.

6.3 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

As part of the Notice of Award and Grant Agreement, all AMS recipients must abide by the [AMS General Terms and Conditions](#), which reference applicable *Administrative and National Policy Requirements*.

6.4 REPORTING REQUIREMENTS

Reporting and award closeout requirements are included in the [AMS General Terms and Conditions](#). If there are any program or award-specific award terms, they will be identified in the award.

7.0 AGENCY CONTACTS

7.1 PROGRAMMATIC QUESTIONS

After closely reviewing this RFA in its entirety, applicants and other interested parties are encouraged to contact the FMPP staff by e-mail with questions about the grant program at USDAFMPPQuestions@usda.gov.

For additional information, please visit the FMPP Website: <https://www.ams.usda.gov/fmpp>

7.2 AVAILABLE RESOURCES

AMS provides resources and information on its website (<https://www.ams.usda.gov/fmpp>) that may be helpful to applicants, including webinars information, Frequently Asked Questions (FAQ's), descriptions of funded projects, FMLFPP Project Narrative Guide and required application forms. AMS staff is available to provide timely technical assistance.

7.3 ADDRESS

Farmers Market Promotion Program

USDA, Agricultural Marketing Service
1400 Independence Avenue, SW
Room 2055 South Building
Stop 0201
Washington, DC 20250-0264
<https://www.ams.usda.gov/services/grants/fmpp>

8.0 OTHER INFORMATION

8.1 DEFINITIONS

For the purpose of this program, the following definitions are applicable:

Direct Producer to Consumer Marketing means instances in which producers sell locally or regionally produced agricultural products directly to the consumer (including, farmers markets, roadside stands, CSA programs, agritourism activities, online sales, producer-to-retail, producer-to-restaurant and producer-to-institutional marketing) with minimal involvement of a middle-man such as an intermediary, a wholesaler, a retailer, an agent, a broker, or a reseller in a manner calculated to lower the cost and increase the quality of food to such consumers while providing increased financial returns to the farmers.

Locally and Regionally Produced Food means food that is raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and the point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same State, territory, or Tribal land.

FMLFPP recognizes that domestic farmers' markets, roadside stands, CSA programs, agritourism activities, other direct producer-to-consumer market opportunities, and local and regional food businesses may source or market some of their food products outside of the defined locality or region. These enterprises are eligible to apply for FMLFPP, but award recipients may use Federal award funds only to build a business' capacity to develop, improve, and/or expand local or regional supply chain activities, and not to support supply chain activities for food items originating from or being sold to areas outside the defined locality/region.

Value-Added Agricultural Product means any agricultural commodity or product that:

- Has undergone a change in the physical state or form of the product (such as milling wheat into flour or making strawberries into jam);
- Is produced in a manner that enhances the value of the agricultural commodity or product, (such as organically produced products);
- Is physically segregated in a manner that results in the enhancement of the value of that commodity or product (such as an identity preserved product);
- Is a source of farm- or ranch-based renewable energy, including E-85 fuel; or
- Is aggregated and marketed as a locally produced agricultural food product and, as a result of the change in physical state or the manner in which the agricultural commodity or product is produced and segregated, the customer base for the commodity or product is expanded and a greater portion of revenue derived from the marketing, processing, or physical segregation is made available to the producer of the commodity or product.

Mid-tier Value Chain means a local or regional supply network that links independent producers with businesses and cooperatives that market value-added agricultural product in a manner that:

- Targets and strengthens the profitability and competitiveness of small and medium-size farms and ranches that are structured as a family farm; and
- Obtains agreement from an eligible agricultural producer group, farmer or rancher cooperative, or majority-controlled producer-based business venture that is engaged in the value chain on a marketing strategy.

8.2 EQUAL OPPORTUNITY STATEMENT

USDA is an equal opportunity, provider, employer, and lender.

8.3 FREEDOM OF INFORMATION ACT REQUESTS

The Freedom of Information Act of 1966 ([5 U.S.C. § 552](#)) (FOIA) and the Privacy Act of 1974 ([5 U.S.C. § 552a](#)), as implemented by USDA's regulations ([7 CFR § 1, Subpart A](#)) govern the release or withholding of information to the public in connection with this Federal award. The release of information under these laws and regulations applies only to records held by AMS and imposes no requirement on the recipient or any subrecipient to permit or deny public access to their records.

FOIA requests for records relating to this Federal award may be directed to USDA, Agricultural Marketing Service, FOIA/PA Officer, Room 1671-S, , 1400 Independence Ave., SW, Washington, DC 20250-0273, Telephone: (202) 302-0650; or email: AMS.FOIA@usda.gov.

8.4 PAPERWORK REDUCTION

According to the Paperwork Reduction Act of 1995 ([44 U.S.C. 3501](#)), an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0240. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.