



Work Session Agenda
Thursday, July 28, 2022, 9:00 AM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Financial Services

- Resolution: Declaration of Surplus Property Brenda Carpio

Community & Economic Development

- **Public Hearing Item: August 2, 2022 Council Meeting** Abb Hayes
Request from the **City of Gainesville** to annex all of Victory Street right-of-way consisting of 0.66± acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D). **Ward Number: Two.** Tax Parcel Number(s): N/A. **Request: Right-of-way.**

CITY MANAGER ISSUES

- Resolution: Gainesville North Parking Deck Retail Lease Agreement Angela Sheppard

MAYOR/COUNCIL ISSUES

- Ex-Officio Report(s)
- Appointment: Lake Lanier Olympic Park Foundation Board Sam Couvillon
- Appointment: Metropolitan Planning Committee - Citizens Advisory Committee Sam Couvillon

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Wednesday, July 27, 2022, 8:19 AM



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 18, 2022
Date Submitted: July 26, 2022
Final Approval Date: July 27, 2022
Presenter: Brenda Carpio, Finance Technician
Item of Business: Resolution: Declaration of Surplus Property
Meeting Date: July 28, 2022

Purpose of Request:

Requesting Council declare the property on the attached listings as surplus for public sale or disposal.

Facts & Issues / History & Background:

The City's Capital Asset policy dictates the procedure for transferring assets that have outlived their useful life to surplus. This policy has been followed with the assets listed on Attachment A and B. Finance periodically requests that property be declared surplus in order to sell or dispose of property in a timely and orderly manner. Surplus property that was purchased by the City is offered to other City departments before a sale takes place. Property seized or confiscated by the Police department is not offered to City departments.

Department Recommendation:

Property listed on Attachments A and B be declared as surplus.

Department Director:

Jeremy Perry

If funding is involved, are funds approved within the current budget? No

Amount Requested:

N/A

Sources of Funds:

N/A

Finance Comments:

N/A

Administrative Comments:

N/A

Attachments:

1. Resolution: Declaration of Surplus Property -July 2022
2. Attachment A - Tagged
3. Attachment B - Non-Tagged

RESOLUTION BR-2022 - ____

Declaration of Surplus Property

WHEREAS, the City Finance staff recommends that the attached list (Attachment A and B) of property be declared surplus and made available for the sale or donation in accordance with Resolution BR-90-81 adopting the City's Purchasing Policies and Procedures; and

WHEREAS, it has been determined that the attached list of property has served beyond its useful life and the City Finance staff believes that the method of disposal shall be by sale at auction to the highest bidder in accordance with the policies and procedure, or dispensation in a manner approved by the City Manager; and

WHEREAS, the City Finance staff shall set a date, place and time for the appropriate sale; and

WHEREAS, the method of disposal of surplus property shall be an auction, utilizing GovDeals, an online auction company recommended by the Georgia Municipal Association, with concurrence of the City Attorney, City Clerk, and City Manager in accordance with the policies and procedures, or dispensation in a manner approved by the City Manager; and

WHEREAS, funds derived from the sale of surplus property shall be deposited to the appropriate fund and account as determined by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby declare this property surplus and available for public sale or disposal as approved by the City Manager, and that any item not sold at the sale shall be disposed of in an appropriate manner with concurrence of the City Manager.

Adopted this ____ day of _____, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Tagged Assets

Asset #	Asset Description	Dept #	Purchase Date	Attachment A Purchase Cost
PW- Streets				
19457	New Holland 555-E Backhoe	4200	7/12/2000	\$ 39,517.00
12683	New Holland B-95 Backhoe	4200	8/8/2007	\$ 47,666.00
12809	Bucket for Bobcat	4200	1/15/2008	\$ 1,398.54
11403	Mikasa Plate Compactor	4200	8/19/2003	\$ 1,840.00

Department of Water Resources

12038	2006 Chevy Silverado 1500 4x2	4970	9/16/2005	\$ 13,890.00
12732	2008 Jeep Wrangler Sport 4x4 RHD	4975	11/9/2007	\$ 22,086.00

Non-Tagged Assets

Attachment B

Asset #	Asset Description	Dept #	Comments
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PW-Streets

NO TAG	Tine Bottom Graffle for Bobcat	4200	BELOW THRESHOLD
NO TAG	Honda Portable Generator	4200	BELOW THRESHOLD

Community Service Center

NO TAG	Overhead Projector	5420	BELOW THRESHOLD
NO TAG	TOA Graphic Equalizer	5420	BELOW THRESHOLD

Municipal Court

NO TAG	AV Equipment Rack	2650	BELOW THRESHOLD
NO TAG	Creston Control Processor	2650	BELOW THRESHOLD
NO TAG	Extron Distribution AMP	2650	BELOW THRESHOLD
NO TAG	Large Projector	2650	BELOW THRESHOLD

Police

NO TAG	32- Patrol Car Overhead Light Bars	3200	BELOW THRESHOLD
NO TAG	14- Push Bars	3200	BELOW THRESHOLD



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 18, 2022

Date Submitted: July 18, 2022

Final Approval Date: July 27, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: **Public Hearing Item: August 2, 2022 Council Meeting**
Request from the **City of Gainesville** to annex all of Victory Street right-of-way consisting of 0.66± acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Two. Tax Parcel Number(s): N/A. **Request: Right-of-way.**

Meeting Date: July 28, 2022

Purpose of Request:

To provide an overview of the following zoning request as presented at the July 12, 2022 Planning and Appeals Board Meeting:

The City of Gainesville is proposing to annex all of Victory Street which is currently zoned Residential-II (R-II) in the County and is located within the Limestone Parkway Overlay Zone. Victory Street is a narrow two lane road approximately 20 feet wide with no sidewalks. Upon annexation, the road will be improved to City standards to address vehicular/pedestrian access and safety to include widening the right-of-way and road bed, installation of curb, gutter, sidewalks, decorative street lights, street trees and on-street parallel parking. The improvements will be constructed and paid for by the developer of the proposed commercial grocery retail center within the adjacent Limestone Greenway mixed-use development to provide secondary access. The additional land needed to widen Victory Street will be dedicated by the adjacent commercial land owner to the City of Gainesville and maintained as a public street. The adjacent uses include New Holland Mill residential community and future commercial uses within the Limestone Greenway mixed-use development.

Facts & Issues / History & Background:

Department Recommendation:

Staff and PAB recommended approval with two conditions. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2022- :

I move to approve the ordinance to annex the subject property for a right-of-way as presented.

Approval of Ordinance 2022- :

I move to approve the ordinance to establish zoning as Planned Unit Development (P-U-D) with two conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Combined Legal Ad
2. City of Gainesville Victory St Annex pab rec
3. COG Victory St anx ord
4. COG Victory St anx zon ord
5. Exhibit A
6. Location Maps
7. Plat
8. Architectural Renderings

After construction, northbound SR 60 traffic would be shifted to the existing bridge and southbound SR 60 would be shifted to the new alignment bridge. SR 60 traffic and recreational access to Chattahoochee River/ Lake Lanier would be maintained during construction.

The purpose of this internet posting is to replace an in-person meeting, while allowing the public to review the proposed project, provide feedback, or write in with questions. Americans with Disabilities Act (ADA) Information: To request materials in accessible formats for people with disabilities contact the District Planning and Programming Liaison, Michelle "Shelley" Ramey, at ramey@dot.ga.gov or 770-533-7340. Comments will be accepted concerning this project until Friday, July 01, 2022. Written statements may be submitted to: Mr. Eric Duff, State Environmental Administrator, Georgia Department of Transportation, 600 West Peachtree Street, NW – 16th Floor, Atlanta, Georgia 30308 108426 6/1, 8, 15, 22

IN THE PROBATE COURT OF HALL COUNTY, STATE OF GEORGIA
In Re: Estate of RANDY HAROLD GOWEN, Deceased.
ESTATE NO.: E-20-191
AMENDED CITATION AND ORDER FOR HEARING ON PETITION FOR DETERMINATION OF HEIRS
The above case is before this Court on Petition for Determination of Heirs ("Petition"), filed, by Anne Marie Bishop ("Petitioner"), Administrator of the above-named estate, on April 22, 2022. The following is found and ordered:
FINDINGS OF FACT
Petitioner was appointed as county Administrator in the above-estate on December 7, 2020. A list of possible heirs was filed with the Petition. However, Petitioner has been unable to determine with certainty the heirs of Mr. Gowen. It is necessary for the Petitioner to determine the heirs of the estate in order to distribute property accordingly.
APPLICABLE LAW
The identity or interest of any heir may be resolved judicially upon application to the probate court that has jurisdiction by virtue of a pending administration. O.C.G.A. § 53-2-20.
ORDER
THEREFORE, IT IS ORDERED that this Citation be issued pursuant to O.C.G.A. § 53-2-24.
IT IS FURTHER ORDERED that a hearing on the Petition will held be in the Probate Court Courtroom located on the first floor in the Probate Court Suite at 116 Spring Street, Gainesville, Georgia, and via videoconference on Zoom, at 9:00am on the 13th day of July, 2022 and at Meeting ID: 860 7447 5522
Passcode: 612482
IT IS FURTHER ORDERED that if any party objects to any person appearing for this hearing via videoconference, s/he shall file such objection in writing with this Court no later than 4:00pm on July 6, 2022.
IT IS FURTHER ORDERED that if any party has evidence to present, it be delivered electronically or otherwise to all parties and the court at least 24 hours prior to the hearing. The Court will not review any documents unless such documents are admitted into evidence during the hearing.
IT IS FURTHER ORDERED that the Courtroom will be open to allow seating for as many individuals as possible while abiding by capacity guidelines set due to the pandemic. Anyone wishing to participate may do so in person or via Zoom. Whether on Zoom or in the courtroom, everyone

should maintain a level of decorum as if inside the courtroom. This decorum include dress, promptness, and all manner of presenting oneself. Cameras must be on and microphones muted except when it is time to speak. Failure of technology may mean a hearing is continued to another time and parties may be required to attend in person.
IT IS FURTHER ORDERED that a copy of this Citation shall be served as follows:

1. The parties in interest residing in the state of Georgia shall be served personal service at their last known addresses
2. The parties in interest residing outside the state of Georgia shall be served via certified mail at their last known addresses via first class mail.
3. Unknown parties shall be served via publication of notice once a week for four weeks in the Gainesville Times.
4. The Petitioner via first class mail at her last known address. SO ORDERED, 12th day of May, 2022.

Patty Walters Laine Judge, Hall County Probate Court 108455 6/8, 15, 22, 29
IN THE SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
Chetak Development, LLC, Petitioner v. All and only that parcel of land, situate, lying and being in the City of Gainesville, Hall County, Georgia, and being all of Lot 13 of the George H. Ashford and C.B. Romberg Subdivision, as shown on a subdivision plat recorded in Plat Book 6, Page 14 of the Hall County Records, and being more fully shown and described in a plat of the property of Emogene B. and Lester C. Jones, Jr., prepared by Henry Grady Jarrard, registered surveyor, dated February 9, 1982, recorded in Plat Book 94, Page 259 of the Hall County Records, which surveys are incorporated herein by reference as a part of this description. This is the same property conveyed by E.W. White and Winfred Robinson to Jose T. Cano and Maria de la Luz Cano by warranty deed dated October 1, 1990 and recorded at Deed Book 1521, Page 256, Defendant, in rem Civil Action File No. 2022CV106J
NOTICE OF SERVICE BY PUBLICATION
To: Any Occupant of **1104 SW Hazel Street;** and Unknown parties claiming an interest in the subject property of this action, being described as follows: All and only that parcel of land, situate, lying and being in the City of Gainesville, Hall County, Georgia, and being all of Lot 13 of the George H. Ashford and C.B. Romberg Subdivision, as shown on a subdivision plat recorded in Plat Book 6, Page 14 of the Hall County Records, and being more fully shown and described in a plat of the property of Emogene B. and Lester C. Jones, Jr., prepared by Henry Grady Jarrard, registered surveyor, dated February 9, 1982, recorded in Plat Book 94, Page 259 of the Hall County Records, which surveys are incorporated herein by reference as a part of this description. This is the same property conveyed by E.W. White and Winfred Robinson to Jose T. Cano and Maria de la Luz Cano by warranty deed dated October 1, 1990 and recorded at Deed Book 1521, Page 256, The above-styled action to quiet title to the above-described property was filed in the Superior Court of Hall County, Georgia, on January 21, 2022. By Order dated June 6, 2022, the Court has ordered that service of process upon you be had by publication, as provided by law. You are hereby commanded to be and appear at said court within 30 days of the date of the order for service by publication

to answer said petition and file pleadings before the court.
Witness, Bonnie Chessher Oliver, Judge, Superior Court of Hall County.
This 7th day of June, 2022.
/s/Charles Baker Clerk of Superior Court
Hall County, Georgia
108813 6/15, 22, 29, 7/6

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION
ALLIANCE INSPECTION MANAGEMENT, LLC Plaintiff, v. RICHARD RODEN Defendant.
CIVIL ACTION NO. 2:22-cv-038-RWS [PROPOSED] NOTICE OF PUBLICATION
To: Richard Roden
Current Address Unknown
Last Known Address: 175 Summerbrook Road, Braselton, GA 35017
You are hereby notified that on February 25, 2022, Alliance Inspection Management, LLC ("Alliance") filed a lawsuit against you. Its suit, as amended, alleges that you unlawfully converted Alliance's property, breached fiduciary duties owed to Alliance, violated the Georgia Computer Systems Protection Act, breached legal duties owed to Alliance, unjustly enriched yourself at Alliance's expense, and committed acts of bad faith entitling Alliance to recover attorneys' fees and litigation costs. Alliance is therefore seeking relief against you in the form of legal relief, equitable relief, and any other relief deemed appropriate by the Court.
By reason of an Order for service by publication entered by the Court on June 1, 2022:

You are hereby commanded and required to file with the Clerk of the United States District Court for the Northern District of Georgia, and to serve upon Bradley Strawn, counsel for Alliance Inspection Management, LLC, whose address is 3424 Peachtree Road N.E., Suite 1200, Atlanta, GA 30326, an Answer in writing within sixty (60) days of the date of the Court's Order by Publication.
WITNESS, the Honorable Richard W. Story, United States District Judge. This day of, 2022.
By: Kevin P. Weimer, Clerk of Court
United States District Court, Northern District of Georgia
Prepared by: /s/ Bradley E. Strawn
Georgia Bar No. 004419
bstrawn@littler.com
James S. Fielding
Georgia Bar No. 170003
jfielding@littler.com
LITTLER MENDELSON, P.C.
3424 Peachtree Road N.E.
Suite 1200
Atlanta, GA 30326.1127
404.233.0330
Attorneys for Plaintiff Alliance Inspection Management, LLC
108766 6/15, 22, 29, 7/6



NEW SEX OFFENDER TO HALL COUNTY
NAME: Paul Wayne Jr Simmons
ADDRESS: 1104 Wood Acres Oakwood Ga 30566
DATE OF OFFENSE: 03/28/2011
OFFENSE: Indecent Conduct/Exposure
COURT OF CONVICTION: US Army, Beauford, South Carolina
WEBSITE: <https://gbi.georgia.gov/georgia-sex-offender-registry>
109249 6/22



NEW SEX OFFENDER TO HALL COUNTY
NAME: Fidel Guerrero Jr.
ADDRESS: 3911 Blackstock Rd., Talmo, GA 30575
DATE OF OFFENSE: 01 January, 2018
OFFENSE: Child Molestation
COURT OF CONVICTION: Hall County, GA
WEBSITE: <https://gbi.georgia.gov/georgia-sex-offender-registry>
109311 6/22

NOTICE:
Interest in 5436 Clarks Bridge Road, Gainesville, Georgia
IN THE SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
TAW Investments, LLC, Petitioner, v. CIVIL ACTION FILE NO.: 2021CV1500W
Thester Lynn Satterfield and James Browning, The Property Commonly Known as 5436 Clarks Bridge Rd., Tax Parcel: 12054 000003 Hall County, Georgia, and all persons who claim or might claim adversely to Petitioner's title Respondents.
To: All heirs of Evelyn Edge who claim or might claim adversely to Petitioner's title and interest to 5436 Clarks Bridge Road, Gainesville, Georgia:
By Order for Service by Publication dated the 8th day of June, 2022, you are hereby notified that on the 24th day of August, 2021, TAW Investments, LLC filed suit seeking to quiet title to real property described as follows:
All the following described property, to-wit: Two lots in the town of Brookton, Ga. Lots Nos. 68 and 69 of the Survey of J.F. Moorefield made Jan. 30th, 1913. Beginning at the Northwest corner of No. 102, thence Ease Course to the Gainesville and North-western Railroad right of way; thence North said right of way 100 feet to Southeast corner of Lot No. 70; thence West course along line of Lot No. 70 to Main Street; thence South Main Street 100 feet to beginning corner. Including improvements on said property being three room frame dwelling. This being the same property described in deed from Mrs. Lucretia Wilson Little et al. to W.S. Edge, recorded in Book 122, page 540, Clerk's Office, Hall Superior Court.
You are given notice of this proceeding as an adjoining land owner, pursuant to O.C.G.A. § 23-3-65(a)(1).
You are required to file with the Clerk of the Superior Court of Hall County and to serve upon Petitioner's attorney, Wesley Robinson, P.O. Box 1457, Gainesville, GA 30503 an Answer asserting any claim to this property that you may have within sixty (60) days of the date of the Order for Publication.
WITNESSETH
The Honorable Clint G Bearden, Judge of the Superior Court of Hall County.
T W R / m m k / 1 5 2 1 7 / W267385
108943 6/15, 22, 29, 7/1

The City of Buford Zoning Board of Appeals will meet on Monday, June 27, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a variance request at 5000 Lanier Islands Parkway for Liz Hamilton. The variance requested is to allow 87 directional signs and to allow a pole sign and to increase the size of the signs.
108347 6/1, 8, 15, 22

Name Changes

HALL COUNTY SUPERIOR COURT STATE OF GEORGIA
In re the Name Change of Child: LuisAngel E. Contreras-Alvarado
Yuliana Contreras-

Alvarado, Petitioner, vs. Respondent.
Civil Action Case Number 22CV999B
NOTICE OF PETITION TO CHANGE NAME OF MINOR CHILD
Yuliana Contreras-Alvarado filed a petition in Hall County Superior Court on Hall this 22nd of June, 2022, to change the name of the following minor child from: LuisAngel E. Contreras-Alvarado to : Luis Herrera.
Any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.
Dated: June 3rd, 2022.
Yuliana Contreras-Alvarado Petitioner, Pro se
Name: Yuliana Contreras-Alvarado
Address: 2245 Skelton Rd Gainesville, GA 30504
Phones (day): (470)439-1666
109275 6/22, 29, 7/6, 13

IN THE SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of : Isabelle Victoria Peck, Petitioner.
Civil Action Case Number: 2022CV903C
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Isabelle Victoria Peck filed a petition in the HALL COUNTY SUPERIOR COURT on MAY 20th, 2022, to change the name from Isabelle Victoria Peck to Victory Page Peck.
Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated: May 20, 2022.
Victory Page Peck, Petitioner, Pro se
Name: Isabelle Victoria Peck
Address: 5963 Manchester LN Gainesville, GA 30506
108297 6/1, 8, 15, 22

IN THE SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of: Rose Carroll, Petitioner.
Civil Action Case Number: 22CV985A
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Rose Carroll filed a petition in the Hall County Superior Court on June 2nd, 2022, to change the name from Rose Carroll to Rowyn Wind. Any interest Party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated: 6-2-22
Rose Carroll Petitioner, Pro Se
Name: Rose Carroll
Address: 5858 Bridge Port Circle Flowery Branch, GA 30542
108746 6/8, 6/15, 6/22, 6/29

SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of Child: COLSTON JOHNSON
JESSICA CAIN, Petitioner, v. JOSHUA JOHNSON, Respondent.
Civil Action File No.: 2022CV871C
NOTICE OF FILING PETITION TO CHANGE NAME (S) OF MINOR CHILD (REN)
A petition was filed in the Superior Court of Hall County on May 12, 2022 to change the name of the following minor children: FROM Colston Johnson Proposed New Name Colston Cain.
Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA sec. 19-12-1(f)(2) and (3).
DATED 5-12-22.
Jessica Cain, Petitioner Pro se.
Name: Jessica Cain
Address: 6314 Malibu Ridge Flowery Branch, GA 30542.
Phone: 678-852-5146
Email: jessicacain4404@gmail.com
108839 6/15, 22, 29, 7/6
SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of: Maria Nancy Herrera Murillo

Petitioner.
Civil Action Case Number 22CV929J
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Maria Nancy Herrera Murillo filed a petition in the superior Court Hall County on May 24th 2022 to change the name from Maria Nancy Herrera Murillo to Maria Nancy Herrera Reyes Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated: 05/24/22
Maria Nancy Herrera Murillo
Petitioner, Pro se
108365 6/1, 8, 15, 22

SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of: Briana Beth Gee, Petitioner.
Civil Action Case Number 22-CV-983C
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Briana Beth Gee filed a petition in the Superior Court of Hall County on June 2nd, 2022, to change name from : Briana Beth Gee to Briana Osteen Burell. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated June 2nd, 2022.
Briana Beth Gee Petitioner, Pro Se
Name: Briana Beth Gee
Address: 6112 Crest Village Cir Flowery Branch, GA 30542
Email: Briana.gee@me.com
Phone: 678-936-2889
108693 6/8, 15, 22, 29

SUPERIOR COURT OF HALL COUNTY, STATE OF GEORGIA
In re the Name Change of: DEBORAH TERESA CHOI, Petitioner.
Civil Action Case Number: 2022CV103BA
NOTICE OF PETITION TO CHANGE NAME OF ADULT
DEBORAH TERESA CHOI filed a petition in the Superior Court of Hall County on June 10th, 2022, to change from the name DEBORAH TERESA CHOI to DEBORAH TERESA KANG. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
DATED: June 10th, 2022.
DEBORAH T. CHOI Petitioner, Pro se
Name: DEBORAH TERESA CHOI
Address: 6238 Wynfield Dr. Flowery Branch 30542
Email: chebora@gmail.com
Phone(day): (909)450-9695
109090 6/22, 29, 7/6, 13

Public Hearings

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
ANNEXATION AND REZONING
NOTICE IS HEREBY GIVEN (pursuant to O.C.G.A. § 36-36-1) that a public hearing will be held before the City of Flowery Branch City Council to consider a request from Cook Communities for the annexation and rezoning of a 14.27 +/- acre tract of land known as 5704 Jim Crow Road and described as tax parcel identification number 08100 001003A from Hall County Agriculture Residential (AR) to Flowery Branch Planned Unit Development (PUD).
NOTICE IS HEREBY GIVEN that the Mayor & Council have the power to impose a different zoning designation from the requested and impose or delete zoning conditions that may change the application considerably. The public is invited to attend this meeting at City Hall, 5410 Pine Street, Flowery Branch, Georgia.
WHEN: July 21, 2022 - 6:00 p.m.
WHERE: City Hall Council Chambers
MAIL: PO Box 757
TELEPHONE: (770) 967-6371.
PERSONS INTERESTED IN THIS MATTER are invited to review the application for annexation and rezoning which is on file with the City Clerk of the City of Flowery

Branch and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. For more information, contact Rich Atkinson, Community Development Director at: 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 the Flowery Branch City Clerk Shelia Cooper at: shelia.cooper@flowerybranchga.org
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 of time in order that accommodations can be arranged.
109012 6/22

CITY OF FLOWERY BRANCH
NOTICE OF PUBLIC HEARING
REZONING
NOTICE IS HEREBY GIVEN (pursuant to O.C.G.A. § 36-36-1) that a public hearing will be held before the City of Flowery Branch City Council to consider a request from Edge City Properties, Inc to rezone a 60.79 +/- acre tract of land known as 5183 Gainesville Street and described as tax parcel identification number 08098 001019 from Agriculture (A) to Residential Multi-Family (R-3).
NOTICE IS HEREBY GIVEN that the Mayor & Council have the power to impose a different zoning designation from the requested and impose or delete zoning conditions that may change the application considerably. The public is invited to attend this meeting at City Hall, 5410 Pine Street, Flowery Branch, Georgia.
WHEN: July 21, 2022 - 6:00 p.m.
WHERE: City Hall Council Chambers
MAIL: PO Box 757
TELEPHONE: (770) 967-6371
PERSONS INTERESTED IN THIS MATTER are invited to review the application for annexation and rezoning which is on file with the City Clerk of the City of Flowery Branch and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. For more information, contact Rich Atkinson, Community Development Director at: 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 the Flowery Branch City Clerk Shelia Cooper at: shelia.cooper@flowerybranchga.org
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 of time in order that accommodations can be arranged.
109013 6/22

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING
Notice is hereby given that the Gainesville Planning and Appeals Board will conduct a public hearing on Tuesday, July 12, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from the City of Gainesville to annex all of Victory Street right-of-way consisting

of 0.66± acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Two Tax Parcel Number(s): N/A

Request: Right-of-way NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, August 2, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:

1) Request from the City of Gainesville to annex all of Victory Street right-of-way consisting of 0.66± acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Two Tax Parcel Number(s): N/A

Request: Right-of-way Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

109060 6/22

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, July 19, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:

1) Request from Brand Properties to rezone a 69.18± acres tract located on the east and west side of Lakeview Drive, and on the northeast side of the intersection of Jesse Jewell Parkway and Victory Street (a/k/a 515 Lakeview Drive, NE; 2065 Limestone Parkway and 1881 Jesse Jewell Parkway, NE) on Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D). Ward Number: Two Tax Parcel Number(s): 00-082-003-001 (Part); 00-082-004-001

Request: Mixed-use development
2) Request from Olga B. Villarreal for a special use on a 13.34± acres tract located on the south side of Browns Bridge Road, across from its intersection with Skelton Road, having road frontage on Westhaven Drive (a/k/a 2285 and 2287 Browns Bridge Road, SW), having a zoning of General Business (G-B). Ward Number: Five Tax Parcel Number(s): 01-127-003-060
Request: Special event center
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 (c))

109099 6/22

PUBLIC NOTICE
CITY OF OAKWOOD
Be advised pursuant to OCGA §32-7-2 a public hearing has been scheduled before the Oakwood City Council on the 11th day of July 2022 at 7:00 p.m. at the Oakwood City Hall, 4035 Walnut Circle, Oakwood, Georgia.

The City of Oakwood to consider abandonment of a segment of M. Stringer Road as a City street based on a determination that said street has ceased to be used by the public to the extent no public purpose is served by it. At said public hearing all persons resident or owning property in the City of Oakwood or in the area of the proposed abandonment may be heard on the question of road abandonment by the City of Oakwood. Maps and information are available at Oakwood City Hall, 4035 Walnut Circle, Oakwood, Georgia.

Mai Chang
City Clerk
109067 6/22

The City of Buford Planning and Zoning Board will meet on Tuesday, July 12, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1037 Parkway Court, Suite D & E for Yvette Norris. The special use permit requested is to allow paint booth for repair services.

108734 6/22, 29, 7/6

The City of Buford Planning and Zoning Board will meet on Tuesday, June 14, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1037 Parkway Court, Suite G for Tony and Denise Garrison. The special use permit requested is to allow boat repair, mechanical and maintenance.

108031
5/25,6/1,8,15,22,29

The City of Buford Planning and Zoning Board will meet on Tuesday, June 14, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1075 Parkway Industrial Park Drive, Suite B for Freedom Boat Club, LLC. The special use permit requested is to allow minor boat repair and cleaning.

108080 3 2
5/25,1,8,15,22,29

The City of Buford Zoning Board of Appeals will meet on Tuesday, June 14, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1085 Parkway Industrial Park Drive for Milton Morera. The special use permit requested is to allow auto repair.

108146 5/25, 6/1, 8, 15, 22, 29

Public Sales/Auctions

FLOWERY BRANCH MINI STORAGE 5110 Chattahoochee St. Flowery Branch, GA 30542. The contents of these units will be auctioned at StorageAuctions.com on 6/23 at 12pm. E3 Scott Igarashi-furniture, tools, lawn & sports equipment; F1 Fabian Moralez- mens bike, furniture, fuel tank; F8 Fabian Moralez-lawn equipment, tools, mens clothing, luggage; E2 Reydel Ladron de Gueva- space heater, table.

108615 6/15, 22

Notice of Public Auction
Notice of Public Auction Boardwalk Storage-Clermont, pursuant to the "Self Service Storage Act" (1981 Alabama Acts, Number 81-769, page 1321 and Section 1), hereby gives Notice of Sale under said act, to wit. Notice of Public

Auction. Boardwalk Storage-Clermont Will be holding a public auction online at Lockerfox.com On July 14, 2022 @11:30am Only credit cards will be accepted. All sales are final and the units must be cleaned out completely in 48 hours. A 100.00 cleaning deposit is required and will be refunded upon unit inspection. Unit must be clean of all items and swept. We currently have 1 unit(s) available: Unit C04-Charles Suggs 770-983-5453 - 6720 Cleveland Highway, Clermont, GA 30527 108921 6/15, 22

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Gainesville GA at 1405 NW McEver Rd Gainesville GA, 30504 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur at an online auction via www.storageauctions.com on 7/6/2022 at 1:00pm. Unless stated otherwise the description of the contents are household goods and furnishings. Crystal Rock unit #1026; Amber Sewell unit #1049; Amber Masters unit #2001; Jill Schulze unit #2069; Michael C Hayman unit #2097; Robyn Schaefer unit #A114; Sandra G Thrasher unit #A246; Melquan Weston unit #B130; Larry J Mathis unit #C123; Ronnie Reed unit #D119; Matthew D Cantrell unit #D150; Edith M Becerra unit #E132; Cassandra Jenkins unit #F121. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

108811 6/15, 22

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Gainesville2 at 2779 Dawsonville Hwy, Gainesville, GA 30506 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur at an online auction via www.storageauctions.com on 7/6/2022 at 1:00pm. Unless stated otherwise the description of the contents are household goods and furnishings. Sekai Devore unit #168; Charla Burger unit #185; Qwaterika Y Hayes unit #191; Dylan Foster unit #208; Shannon M lmes unit #218; Brian Randolph unit #283; Maria Victoria Yanez unit #301; Sandy Daniel units #332, #333 & #382; Gil Howard unit #356; Chris Gallup unit #418; Jennifer Joy units #501 & #503; Rodney Hedden unit #601; Kathleen Pope units #623 & #625. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

108809 6/15, 22

REDEMPTION NOTICE
TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL
Date first run in county organ or posting at county courthouse:
To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.
The vessel is described as:
1979 Hunter Sailboat
The certificate number is: GA 9002 XZ
The hull identification number is: HUN54541M79L
The vessel was removed from:
The present location of the vessel is: Safe Harbor Aqualand—Self Service Yard
6800 Lights Ferry Rd Flowery Branch GA 30542
Submitted by: Jeremy Enck as Owner/Operator of Removal or Storage Company
6800 Lights Ferry Rd Address

Flowery Branch GA 30542
City State Zip
THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.
THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2) CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71
LAW ENFORCEMENT DIVISION
2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025
770.918.6408 | FAX 706.557.3041 | WWW.GADNRLE.ORG
108925 6/15,18,22,25

REDEMPTION NOTICE
TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL
Date first run in county organ or posting at county courthouse:
To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.
The vessel is described as:
1986 Catalina
The certificate number is: GA 9006 XF
The hull identification number is: CTYL6121H586
The vessel was removed from:
The present location of the vessel is: Safe Harbor Aqualand—Wet Slip 1027
6800 Lights Ferry Rd Flowery Branch GA 30542
Submitted by: Jeremy Enck as Owner/Operator of Removal or Storage Company
6800 Lights Ferry Rd Address
Flowery Branch GA 30542
City State Zip
THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.
THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2) CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71
LAW ENFORCEMENT DIVISION
2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025
770.918.6408 | FAX 706.557.3041 | WWW.GADNRLE.ORG
108926 6/15,18,22,25

REDEMPTION NOTICE
TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL
Date first run in county organ or posting at county courthouse:
To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.
The vessel is described: 1988 Winner
The certificate number is: GA 6373 RW
The hull identification number is: WNR50312F888
The vessel was removed from: The present location of the vessel is: Safe Harbor Aqualand—Self Service Yard
6800 Lights Ferry Rd Flowery Branch GA 30542
Submitted by: Jeremy Enck as Owner/Operator of Removal or Storage Company
6800 Lights Ferry Rd Address
Flowery Branch GA 30542
City State Zip
THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.
THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2)

CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71
LAW ENFORCEMENT DIVISION
2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025
770.918.6408 | FAX 706.557.3041 | WWW.GADNRLE.ORG
108933 6/15,18,22,25

THESE VEHICLES WILL BE SOLD AT PUBLIC AUCTION ONLINE AT 10:00 A.M. ON WEDNESDAY JULY 06, 2022. THESE VEHICLES ARE PRESENTLY LOCATED AT STATEWIDE WRECKER SERVICE INC, 2315 MURPHY BOULEVARD, GAINESVILLE, GEORGIA 30504. THE FOLLOWING VEHICLES ARE DECLARED ABANDONED AND FORECLOSED VEHICLES PURSUANT TO OCGA 40-11-19. 770-279-8424 www.swsatlanta.com
2015 Chrysler 300 2C3CCAGG5FH797948
2017 Hyundai Sonata 5NPE34AFOHH550708
2005 Ford Explorer 1FMZU73E45UA24809
2008 Dodge Caliber 1B3HB28B08D733136
2012 Ford Fusion 3FAHP0HG0CR399597
2003 Honda Odyssey 5FNRL18683B012500
Shorelander Boat Trailer 6205701
1994 Glastron SSV 215 Boat GLAM5859I394
2006 Honda Accord 1HGCM66556A009367
2012 Nissan Altima 1N4AL2AP0CN560536
108942 6/15, 22, 29

Probate Notices

CITATION
PROBATE COURT OF HALL COUNTY
RE: ESTATE OF BRADLEY T. GRAPNER
FORMER MINOR.
Date of Publication, if any: June 22, 2022
TO WHOM IT MAY CONCERN:
The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 116 Spring Street, Gainesville, GA 30501 on or before 10:00 a.m, August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees.

If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
PROBATE JUDGE
By: Tyeshe L. Brown
PROBATE CLERK/DEPUTY CLERK
116 Spring St SE
Gainesville, GA 30501
Address
770-533-7827
Telephone Number
108679 6/22

CITATION
PROBATE COURT OF HALL COUNTY
RE: ESTATE OF Z'NYA DUKES, FORMER MINOR.
Date of Publication, if any: June 22, 2022
TO WHOM IT MAY CONCERN:
The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 116 Spring Street, Gainesville, GA 30501 on or before

10:00 a.m, August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees.

If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
PROBATE JUDGE
By: Tyeshe L. Brown
PROBATE CLERK/DEPUTY CLERK
116 Spring Street SE
Gainesville, GA 30501
Address
770-533- 7827
Telephone Number
108681 6/22

CITATION
PROBATE COURT OF HALL COUNTY
RE: ESTATE OF Kelsey Woodruff
FORMER MINOR.
Date of Publication, if any: June 22, 2022
TO WHOM IT MAY CONCERN:
The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court on or before 10:00 am, August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees.

If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
PROBATE JUDGE
Pamela M. Elliott
PROBATE CLERK/DEPUTY CLERK
116 Spring St SE
ADDRESS
Gainesville, GA 30501
770-531-6924
TELEPHONE
109144 6/22

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF JOHN DENNIS FOWLER, DECEASED
ESTATE NO. E-21-174
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: to whom it may concern:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 a.m July 5, 2022.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: S. Carlev
Clerk of the Probate Court
116 Spring Street First Floor

Gainesville, Georgia 30501
Address
770-531-6923
Telephone Number
108431 6/22

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF JOSE FERNANDO GALINDO, DECEASED
ESTATE NO. E-22-397
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: Whom_it_may concern:
Guadalupe Angelica Galindo has petitioned to be appointed administrator of the estate of Jose Fernando Galindo deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10 a.m July 8th, 2022.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as ~n indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Melissa C. Phillips
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-535-9710
Telephone Number
108454 6/8, 15, 22, 29

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF M. N. LUNS福德, DECEASED
ESTATE No: E-22-423
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE
[NOTE: Strike the sentence in parenthesis below if not applicable
TO WHOM IT MAY CONCERN:
DEBBIE L. LOVE has petitioned to be appointed Administrator of the estate of M. N. LUNS福德, deceased, of said County. (The Petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. 853-12-261.) All interested persons are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 a.m. July 8th, 2022..

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as ~n indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the Petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
BY: Melissa Phillips
Clerk of Probate Court

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant.....City of Gainesville
Property Owner.....Hall County
Location.....Between Jesse Jewell Parkway and Spring Street
Request.....Annex with P-U-D zoning
Total Acres0.66± acre
Ward.....Two
Proposed Use.....Right-of-way
Planning Division Staff Recommendation.....Approval, with conditions
Planning & Appeals Board Recommendation.....Approval, with conditions
DateJuly 12, 2022

▪ **Applicant's Proposal and Background Information**

The City of Gainesville is proposing to annex all of Victory Street which is zoned Residential-II (R-II) in the county and is located within the Limestone Parkway Overlay Zone. Victory Street is a narrow two lane road (20± feet wide) with no sidewalks and is located within the New Holland Mill community. The west side of Victory Street includes a City waterline and is lined with mostly duplex rental homes which are only a few feet from the right-of-way. The east side of Victory Street consists of a grass strip adjacent to a City sewer easement. Some of the neighboring residents often park their vehicles within the grass strip.

Upon annexation, the intent is to improve all of Victory Street to City standards which will include widening the road, installation of curb, gutter, ornamental street lights, street trees, on-street parallel parking and a 5-foot wide sidewalk adjacent to the residential homes. The improvements to Victory Street will be conducted by the developer of the adjacent commercial grocery retail center within the adjacent Limestone Greenway development in order to assist with the planned secondary access driveway on Victory Street. Upon completing the improvements, all of Victory Street right-of-way will become a City street.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Limestone Greenway mixed-use development under development	Planned Unit Development (PUD)
South	Brenau University softball field; Self-storage units under development	Highway Business (H-B) -County Light Industrial (L-I)
East	Limestone Greenway mixed-use under development	Planned Unit Development (PUD)
West	New Holland Mill community, single-family duplex and triplex homes	Residential-II (R-II) -County

Other significant uses within the surrounding area include the New Holland Market Shopping Center, New Holland Mill, Lakeview Academy, Northeast Georgia Medical Center and Atlanta Botanical Garden.

▪ **Other Departmental Comments**

Hall County was notified of the proposed annexation of Victory Street and there were no comments regarding the request.

The intersection improvement plan for Victory Street and Jesse Jewell Parkway is currently being reviewed by the Georgia Department of Transportation (GDOT).

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2022 – A request by Brand Properties to rezone a 69.18± acres tract from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D) located at 515 Lakeview Drive, NE; 2065 Limestone Parkway and 1881 Jesse Jewell Parkway, NE was conditionally approved for a master mixed-use development.

2022 – A request by Caballero Holdings, LLC to annex a 140.77± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 Eberhart Cemetery Road; 2465 Floyd Road, SE; 2166, 2170 and 2210 Old Cornelia Highway was conditionally approved for a master planned mixed-use development.

2022 – A request by Caballero Holdings, LLC to amend a 14.43± acres tract zoned Planned Unit Development (P-U-D) located at 0, 2490 and 2544 Floyd Road, SE; 0 Lenox Drive, SE; 0 Old Cornelia Highway, SE was conditionally approved for a master planned mixed-use development.

2021 – A request by Optum Development to annex a 7.77± acres tract with a zoning of Planned Unit Development (P-U-D) located at 1744 Cleveland Highway was conditionally approved for residential townhomes.

2020 – A request by Frank Norton, Jr. to annex a 2.16± acres tract with a zoning of Planned Unit Development (P-U-D) located at 39, 44, 48 and 49 Quarry Street; 4 Highland Street was conditionally approved for residential cottages and townhomes.

2020 – A request by Frank Norton, Jr. to amend a 14.75± acres tract zoned Planned Unit Development (P-U-D) located at 0 Lakeview Drive NE; 52, 54 and 56 Quarry Street NE was conditionally approved for residential cottages and townhomes.

2020 – A request by Capstone Acquisitions, LLC to annex a 6.148± acres tract with a zoning of Light Industrial (L-I) located at 0 Jesse Jewell Parkway was conditionally approved for a climate-controlled self-storage and office/warehouse.

2018 – A request by Limestone Greenway, LLC to annex a 75.12± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2065 Limestone Parkway was conditionally approved for a mixed-use development.

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract with a zoning of General Business (G-B) located at 0 White Sulphur Road Drive was conditionally approved for restaurant, retail and a carwash.

2017 – A request by the City of Gainesville to rezone 53.177± acres located at 1514, 1515, 1545, 1560 and 1581 Community Way from Residential-II (R-II) to Office and Institutional (O-I) zoning was approved for existing uses and for future professional office purposes.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

Staff Analysis

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The proposal includes the annexation of public right-of-way with a zoning of Planned Unit Development (P-U-D). The intent of the request is to bring Victory Street up to City standards so that a secondary access driveway to the neighboring grocery retail shopping center will be functional and safe. The improvements include widening the right-of-way and road bed, providing on-street parallel parking, street trees, street lights, decorative street lighting and the installation of a sidewalk on the residential side of the street. This should benefit the existing properties along Victory Street. Due to the fact that the adjacent commercial property is located within the city limits, the annexation of Victory Street seems reasonable to assure the necessary improvements are accomplished.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed road improvements will directly impact the adjacent and nearby residential properties. Improving the road, parking, pedestrian safety, lighting and landscaping, the new design of the road will provide additional separation between the existing homes and the actual road bed that will create a safer and more functional environment for pedestrian and vehicular circulation. It is anticipated that approximately 80% of the vehicle trips generated from the adjacent commercial property will utilize the existing traffic signal at Limestone Parkway with the remaining 20% utilizing Victory Street. The adjacent commercial grocery retail center will be designed specifically to direct truck delivery traffic to the signalized intersection on Limestone Parkway.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

While no specific land use is proposed for the Victory Street right-of-way, the area is adjacent to the *Single-Family Residential* future land use category and the *General Mixed-Use* future land use category of the Comprehensive Plan.

The *Single-Family Residential* category includes areas containing or planned for single-family detached or semi-detached housing at densities ranging from four to six dwelling units per acre. There would be limited light office use (home occupation, etc.) allowed.

The *General Mixed-Use* category includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and detached and attached residential. The types of nonresidential uses that are desirable in this area would include restaurants, specialty retail, and low-intensity office.

The right-of-way is located within the *Historic Mill Villages* Character Area.

The vision for the *Historic Mill Villages* Character Area includes Parks and Recreation, Higher density single-family residential, Multi-family residential, General mixed-use, Commercial (retail

and office), Light industrial, and Public and institutional land uses. Improving of the street environment to enhance walkability and connectivity is a priority within this Character Area.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

There is no proposed land use change for the Victory Street right-of-way. Victory Street is zoned Residential-II (R-II) within unincorporated Hall County and is considered a substandard local road. The planned improvements will better address on street parking needs, pedestrian safety, emergency access and will facilitate the anticipated vehicle trips generated by future grocery retail center located within the adjacent Limestone Greenway development.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

City water is presently located within the Victory Street right-of-way. City sewer is located along the east side of Victory Street.

Existing public safety services respond to the adjacent and nearby properties located off of Victory Street. Gainesville Fire Station #1 located off of Queen City Parkway is approximately 2.4 miles away. As well, Hall County Fire Station #7 located off of East Crescent Drive is approximately 1.3 miles away.

According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (11th Edition), the total number of incoming trips are estimated at 122± A.M. and 248± P.M. peak hour trips for the future grocery retail center. It is estimated that 20% of the trips generated from the future grocery retail center will utilize Victory Street.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The surrounding and nearby properties have been impacted by residential and non-residential growth along the Jesse Jewell Parkway and Limestone Parkway. Much of this is due to the proximity of Exit 24/I-985 and Northeast Georgia Medical Center. Nearby office, commercial and service uses will continue to develop along Jesse Jewell Parkway and Limestone Parkway which will provide shopping and service needs for the existing and future residential uses. The proposed annexation will enable the Victory Street improvements and will provide access to/from the adjacent New Holland Community and future grocery retail center.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

The proposal, with the zoning conditions recommended by staff, appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this annexation request with a zoning of **Planned Unit Development (P-U-D)** based on the Comprehensive Plan and the adjacent mixture of uses.

Conditions

1. Prior to a Certificate of Occupancy being issued for the adjacent grocery retail shopping center, Victory Street shall be improved to meet City of Gainesville standards as depicted on Exhibit "A" entitled "Victory Street Roadway Section", per the approval of the Gainesville Public Works Director.
 2. No commercial delivery trucks with 10 wheels or more shall be allowed to access Victory Street. Signage restricting thru truck traffic shall be installed near the intersection of Victory Street and Jesse Jewell Parkway and near the entrance of the future commercial access driveway, per the approval of the Gainesville Public Works Director.
-

Excerpts from the July 12, 2022 PAB Meeting Minutes

FAVOR: None

OPPOSE: None

PLANNING AND APPEALS BOARD COMMENTS: None

There was a motion to recommend conditional approval of the annexation request for all of Victory Street right-of-way and establish zoning as Planned Unit Development (P-U-D) with the following conditions:

Conditions

1. Prior to a Certificate of Occupancy being issued for the adjacent grocery retail shopping center, Victory Street shall be improved to meet City of Gainesville standards as depicted on Exhibit "A" entitled "Victory Street Roadway Section", per the approval of the Gainesville Public Works Director.
2. No commercial delivery trucks with 10 wheels or more shall be allowed to access Victory Street. Signage restricting thru truck traffic shall be installed near the intersection of Victory Street and Jesse Jewell Parkway and near the entrance of the future commercial access driveway, per the approval of the Gainesville Public Works Director.

Motion made by Board Member Martin

Motion seconded by Board Member White

Vote – 6 favor, 1 absent (Delgado)

Passed: _____

AN ORDINANCE

No. 2022-

AN ORDINANCE ANNEXING ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying and being in Land Lot 133, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for the City of Gainesville, dated May 25th, 2022 and being more particularly described as follows:

Commencing at the Centerline Intersection of State Route 365 (Business) (Jesse Jewell Parkway) (varying width right-of-way) and U.S. Highway 11 (State Route 129) (Limestone Parkway) (varying width right-of-way) (having a coordinate value of Northing: 1568809.49 Easting: 2408275.75 based on the Georgia State Plane Coordinate System, North American Datum of 1983/1990 adjustment, Georgia West Zone;

Thence South 36 degrees 09 minutes 54 seconds West for a distance of 874.72 feet to the point of intersection of the Northerly right-of-way line of said Jesse Jewell Parkway with the Westerly right-of-way line of Victory Street (32' wide right-of-way) and said point being the TRUE POINT OF BEGINNING:

Thence leaving said Jesse Jewell Parkway and following the Westerly right-of-way line of said Victory Street the following courses:

Thence North 20 degrees 54 minutes 06 seconds West for a distance of 321.56 feet to a point; Thence along a curve to the left having a radius of 1457.31 feet and an arc length of 124.63 feet, being subtended by a chord of North 23 degrees 21 minutes 06 seconds West for a distance of 124.59 feet to a point; Thence along a curve to the left having a radius of 23748.56

ORDINANCE NO. 2022 -

feet and an arc length of 232.38 feet, being subtended by a chord of North 26 degrees 04 minutes 55 seconds West for a distance of 232.38 feet to a point;

Thence continuing along the Westerly right-of-way line of said Victory Street and the Northerly extension thereof, the following course:

Thence North 26 degrees 21 minutes 44 seconds West for a distance of 233.08 feet to a point on the Easterly right-of-way line of said Victory Street;

Thence following the Easterly right-of-way line of said Victory Street the following courses:

Thence along a curve to the right having a radius of 63.31 feet and an arc length of 66.75 feet, being subtended by a chord of South 56 degrees 31 minutes 01 seconds East for a distance of 63.71 feet to a point; Thence South 26 degrees 21 minutes 44 seconds East for a distance of 177.99 feet to a point; Thence along a curve to the right having a radius of 23780.55 feet and an arc length of 232.69 feet, being subtended by a chord of South 26 degrees 04 minutes 55 seconds East for a distance of 232.69 feet to a point; Thence along a curve to the right having a radius of 1489.31 feet and an arc length of 127.37 feet, being subtended by a chord of South 23 degrees 21 minutes 06 seconds East for a distance of 127.33 feet to a point; Thence South 20 degrees 54 minutes 06 seconds East for a distance of 226.23 feet to a 1/2" rebar pin set;

Thence leaving the Easterly right-of-way of said Victory Street and following the Southeasterly extension of the Easterly right-of-way of said Victory Street the following course:

Thence South 20 degrees 54 minutes 06 seconds East for a distance of 95.24 feet to a point;

Thence leaving said Southeasterly extension the following course:

Thence South 68 degrees 54 minutes 52 seconds West for a distance of 32.00 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.66 acres more or less.

SECTION II

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that

ORDINANCE NO. 2022 -

such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2022-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

Conditions

- 1. Prior to a Certificate of Occupancy being issued for the adjacent grocery retail shopping center, Victory Street shall be improved to meet City of Gainesville standards as depicted on Exhibit “A” entitled “Victory Street Roadway Section”, per the approval of the Gainesville Public Works Director.**
- 2. No commercial delivery trucks with 10 wheels or more shall be allowed to access Victory Street. Signage restricting thru truck traffic shall be installed near the intersection of Victory Street and Jesse Jewell Parkway and near the entrance of the future commercial access driveway, per the approval of the Gainesville Public Works Director.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 133, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for the City of Gainesville, dated May 25th, 2022 and being more particularly described as follows:

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ORDINANCE NO. 2022 -

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Said property contains 0.66 acres more or less.

SECTION II

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III

ORDINANCE NO. 2022 -

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

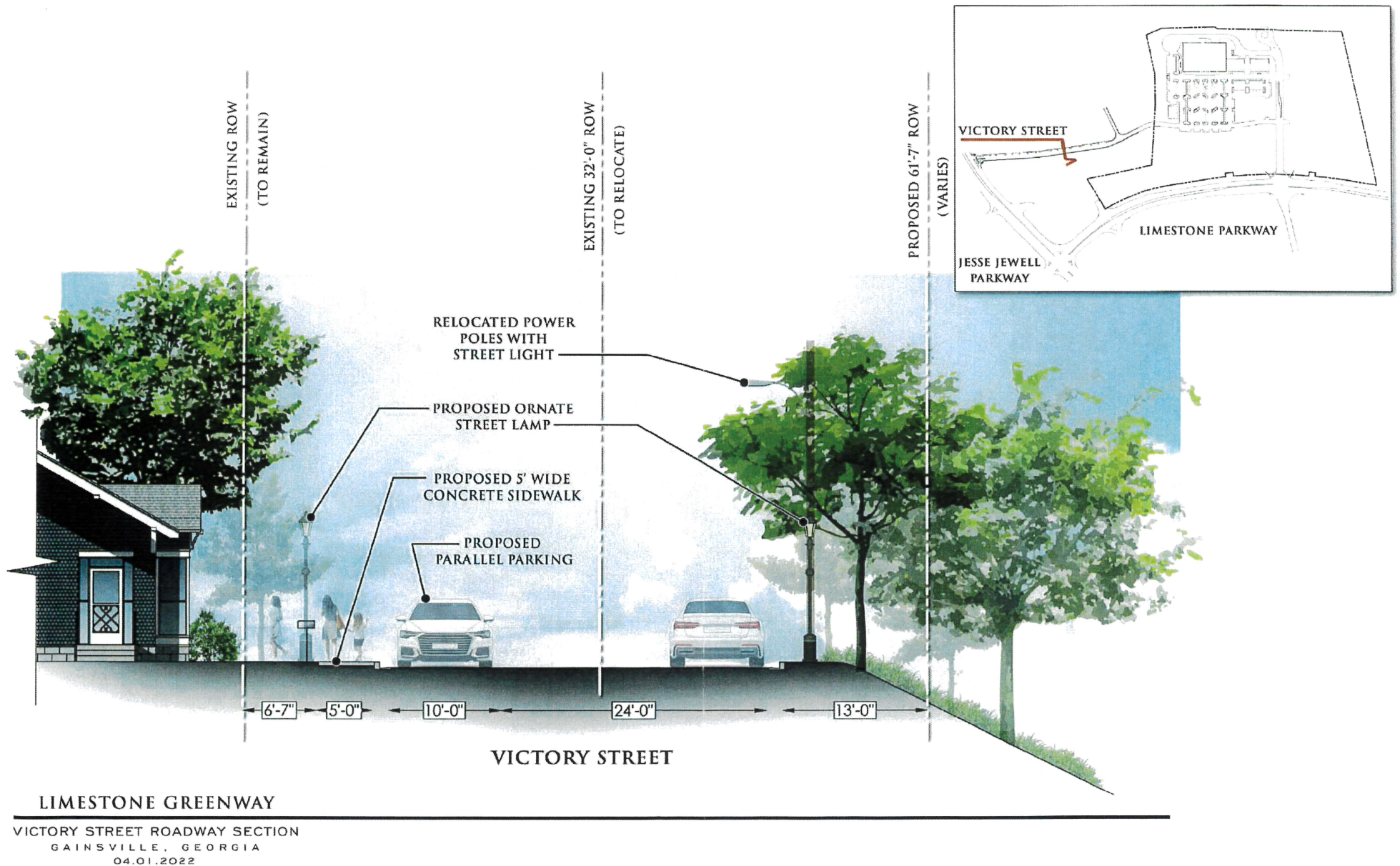
W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

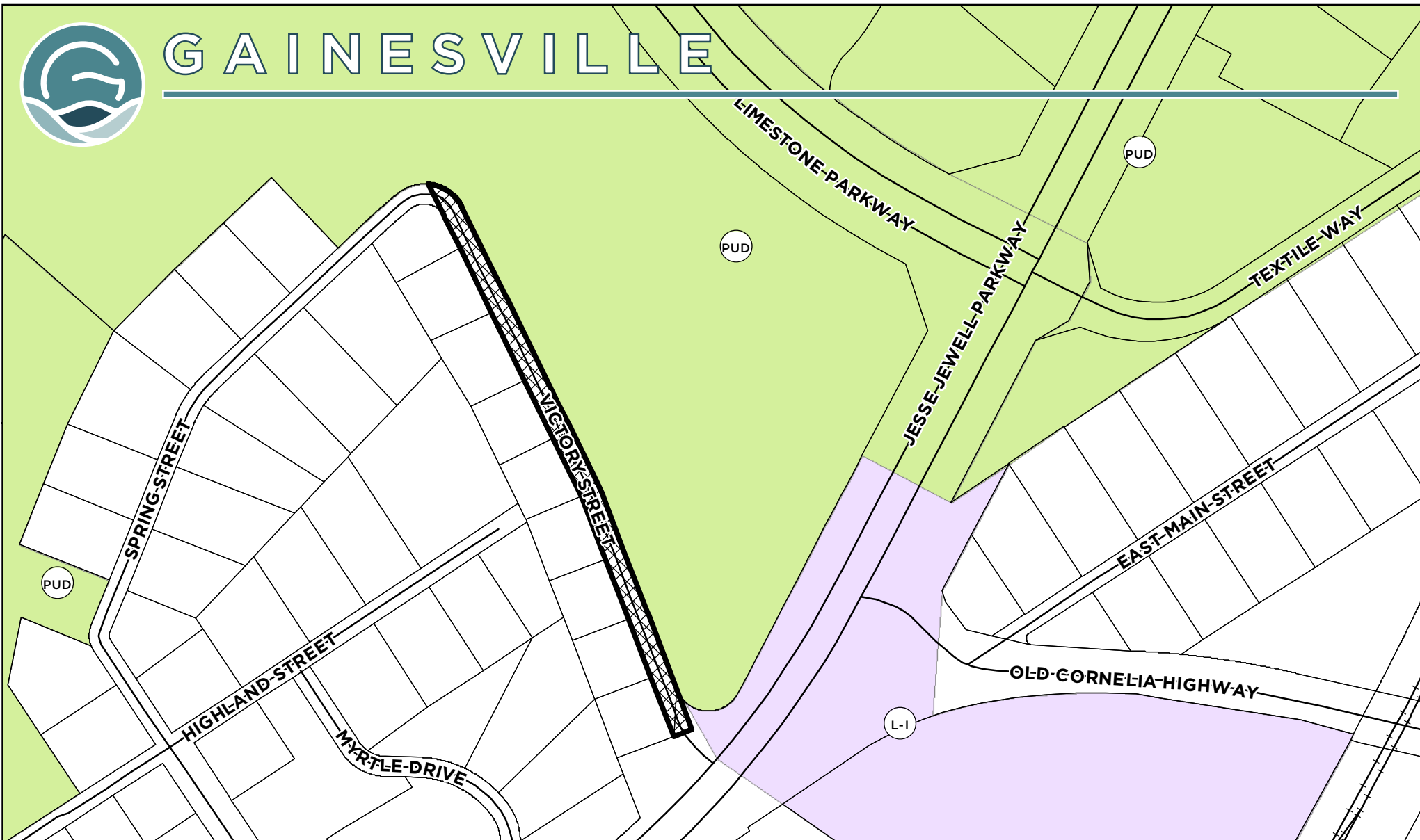
Denise O. Jordan, City Clerk

Exhibit "A"





GAINESVILLE



Applicant:

CITY OF GAINESVILLE

ANNEXATION REQUEST

Subject Property Address:

Tax Parcel:

Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)



Subject Property



Meeting Date: 07/12/2022

Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'



GAINESVILLE



Applicant: **CITY OF GAINESVILLE**

ANNEXATION REQUEST

Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)

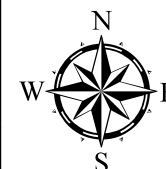
Subject Property Address:

Tax Parcel:



Subject Property

Aerial from 2021



Meeting Date: 07/12/2022

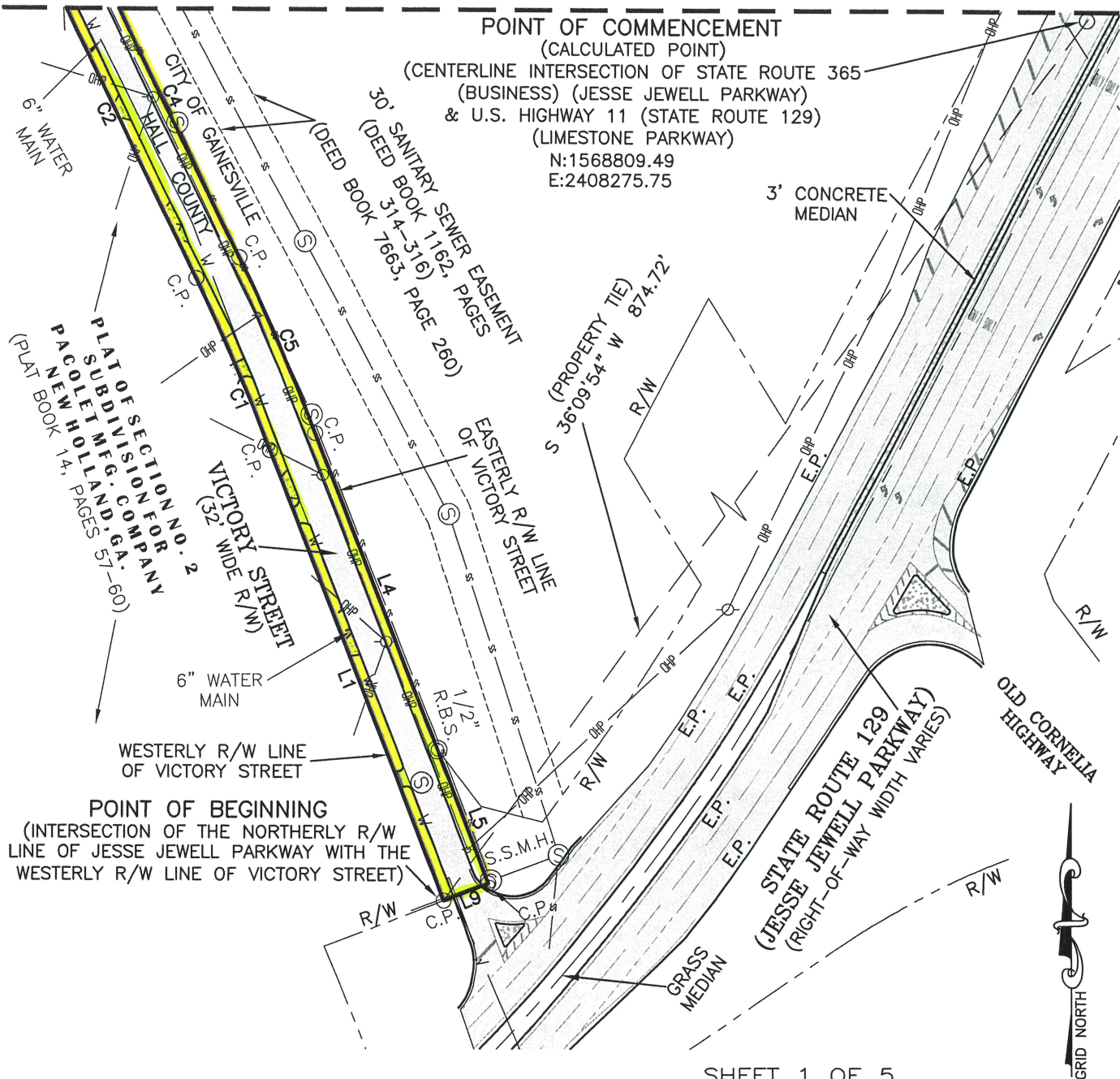
Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'

* SEE SHEET 3 FOR LINE &
CURVE TABLE

MATCH LINE "A" (SEE SHEET 2 OF 5)



SHEET 1 OF 5



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SKETCH & LEGAL DESCRIPTION FOR:

CITY OF GAINESVILLE
(VICTORY STREET ANNEXATION)

- LOCATED IN -

LAND LOTS 133
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



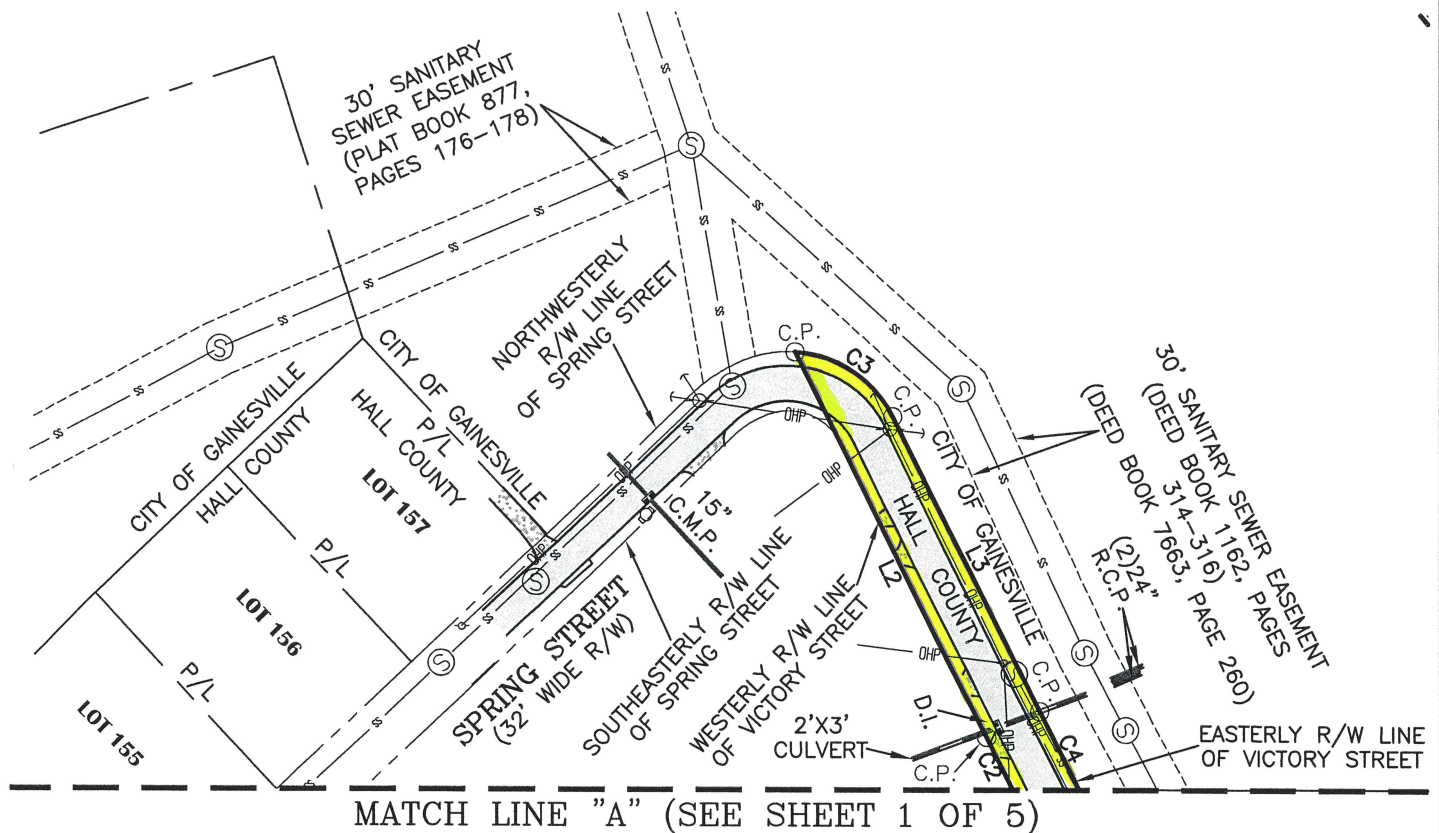
HALL COUNTY SURVEYOR

SCALE:
1" = 100'

DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259

* SEE SHEET 3 FOR LINE &
CURVE TABLE



SHEET 2 OF 5



PATTON
LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SKETCH & LEGAL DESCRIPTION FOR:
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CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

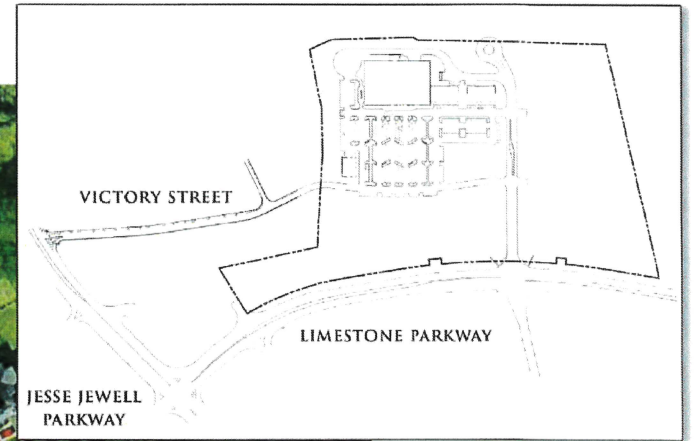


HALL COUNTY SURVEYOR

SCALE:
1" = 100'

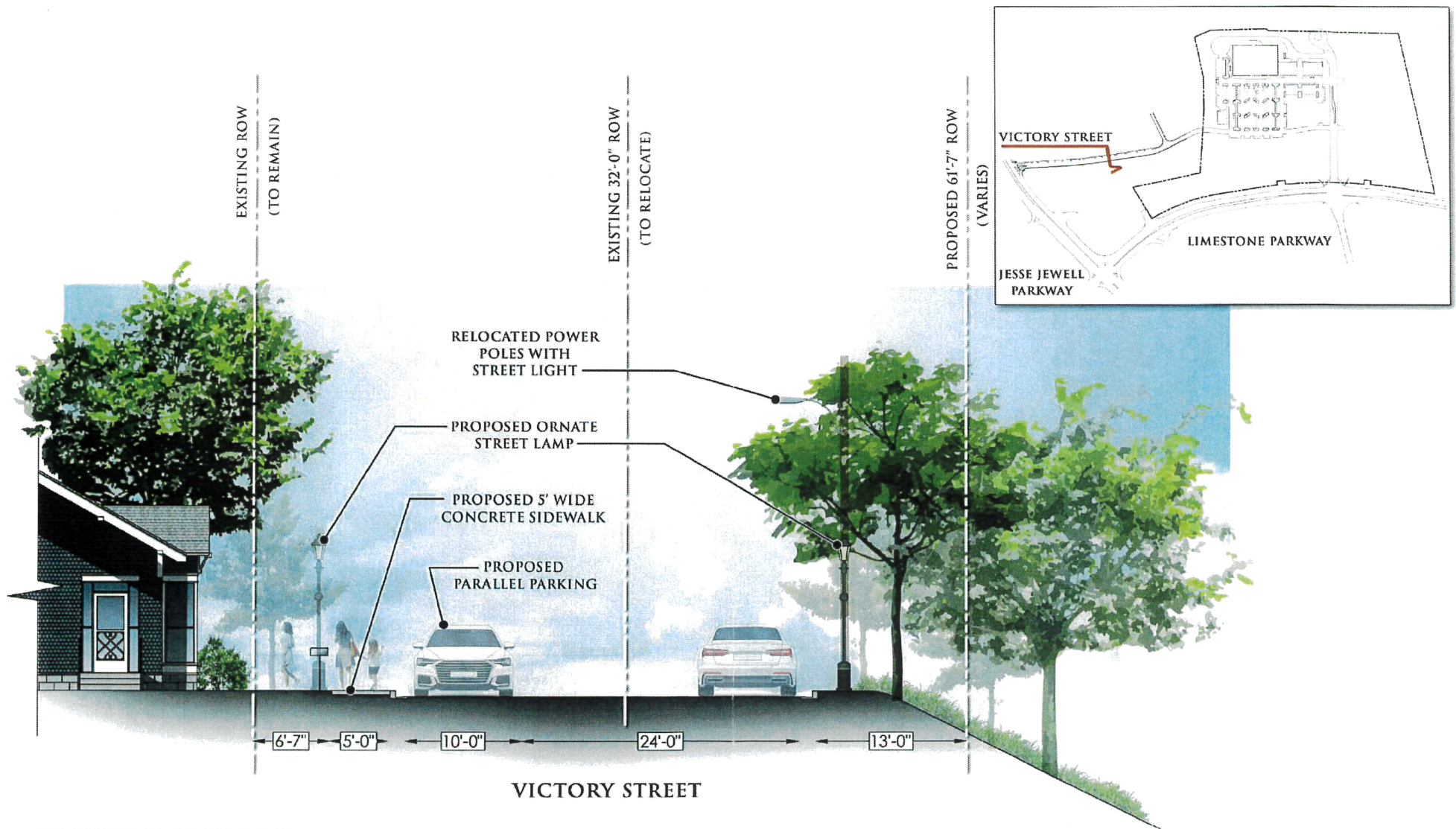
DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259



LIMESTONE GREENWAY

VICTORY STREET ROADWAY SECTION
GAINSVILLE, GEORGIA
04.01.2022



LIMESTONE GREENWAY

VICTORY STREET ROADWAY SECTION
GAINSVILLE, GEORGIA
04.01.2022



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 19, 2022
Date Submitted: July 27, 2022
Final Approval Date: July 27, 2022
Presenter: Angela Sheppard, Assistant City Manager
Item of Business: Resolution: Gainesville North Parking Deck Retail Lease Agreement
Meeting Date: July 28, 2022

Purpose of Request:

To authorize the City Manager and City Attorney to execute a Lease Agreement with Healey Weatherholtz Properties.

Facts & Issues / History & Background:

The City issued RFP No. 22003 on September 8, 2021. Healey Weatherholtz Properties submitted a response. The City entered into negotiations and both parties have developed a Lease Agreement.

Department Recommendation:

Approve the Resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? Yes

Amount Requested:

Sources of Funds: Bond Funds

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution to Execute Lease Agreement at Gainesville North Parking Deck
2. Lease Agreement - HWMC Executed
3. Draft Exhibit A - Gainesville North Parking Deck Retail
4. Exhibit C - Healey Weatherholtz Properties - RFP 22003
5. North Parking Deck Retail Presentation 7.28.2022

RESOLUTION BR-2022 - ____

**AUTHORIZATION TO EXECUTE COMMERCIAL LEASE AGREEMENT WITH HWMC
GAINESVILLE, LLC AT THE GAINESVILLE NORTH PARKING DECK**

WHEREAS, the City of Gainesville has designed and constructed a new parking deck located at 215 Bradford Street NW; and

WHEREAS, the design contemplated the addition of a retail component attached to the parking deck; and

WHEREAS, the City issued a Request for Proposals No. 22003 Library Plaza Retail Concept on September 8, 2021 asking for proposals to develop and/or lease commercial space adjacent to the Gainesville North Parking Deck; and

WHEREAS, Healey Weatherholtz Properties submitted a response to the RFP to open and operate two restaurants in the commercial space; and

WHEREAS, the City entered into negotiations with Healey Weatherholtz Properties in response to the RFP; and

WHEREAS, the City and Healey Weatherholtz Properties have reached an agreement regarding the terms of the project which have been reduced to writing in a Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the City Manager and City Attorney to execute a Lease Agreement in substantially the same form as the attached form and to sign such additional documents as necessary to effectuate the approvals set forth in this Resolution.

Adopted this ____ day of _____, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

**STATE OF GEORGIA
COUNTY OF HALL**

COMMERCIAL LEASE

This lease (hereinafter this "Lease") is made as of the _____ day of _____, 2022, between the City of Gainesville (herein called "Landlord"), and HWMC Gainesville, LLC (herein called "Tenant").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises situated in the City of Gainesville, County of Hall, State of Georgia, shown on Exhibit "A," which shall consist of two commercial spaces of approximately 5,368 square feet for Suite A (Suite A hereinafter referred to as "Suite A") and 5,846 square feet for Suite B (Suite B hereinafter referred to as "Suite B") each containing interior dining, patio dining, as well as a rooftop dining area (rooftop dining area hereinafter referred to as "Rooftop Dining Area") (Suite A, Suite B, and Rooftop Dining Area hereinafter referred to collectively as the "Premises"), upon the following TERMS and CONDITIONS:

1. **Build Out.** Landlord shall retain the services of an architect to design the Premises. Landlord agrees to consult with Tenant throughout the design process. After design of the Premises is complete, Landlord shall retain the services of a general contractor pursuant to a separate agreement, a true and correct copy of which will be attached hereto as Exhibit "B" (hereinafter the "Construction Agreement"), to build out the exterior of the Premises, as set forth in the Construction Agreement. Tenant shall be responsible for all work necessary to complete the build out within the interior of the Premises, such that the Premises may be utilized consistent with Section 6 of this Lease.

2. **Term, Rent, and Security Deposit.** Landlord demises the Premises for a term (the "Term"), commencing on the date of execution of this Agreement and terminating two hundred and forty (240) months after the "Commencement Date" as hereinafter defined, unless terminated sooner as provided herein. The Rent will be equal to the reasonable costs incurred (not to exceed \$30,000.00 per month so long as the principal amount of the costs to construct the Premises does not exceed \$4,000,000) by the City of Gainesville, Georgia (hereinafter the "City") and/or Landlord pursuant to the Construction Contract, as well as any reasonable design fees, interest, issuance fees, and all other charges incurred by the City and/or Landlord in financing the Construction Contract through a bonding arrangement (all such costs hereinafter referred to collectively as the "Costs"), with the Costs divisible by two hundred and forty (240) and then payable monthly, in equal amounts due on or before the first day of each month, with the first month's rent to be due on or before the first day of the first calendar month following the issuance of a certificate of occupancy for the Premises to Tenant.

It is estimated that the principal amount of the Costs to design and construct the Premises will not exceed \$4,000,000. If the principal amount of the Costs to design and construct the Premises exceeds \$4,000,000 then Landlord agrees to finance up to an additional principal amount of \$500,000, in the event that Tenant expresses its desire and intent for Landlord to incur the additional principal amount of Costs to design and construct the Premises. Any additional monies

incurred by Landlord will be factored into the Costs and the Rent charged to Tenant will be adjusted accordingly to reflect the new principal amount and interest based on the net interest costs of the bond, which Rent may then exceed \$30,000.00 per month. If the principal amount of the Costs to design and construct the Premises exceeds \$4,500,000, and Tenant expresses its desire and intent for Landlord to incur the additional principal amount of Costs to design and construct the Premises, then Tenant shall be responsible for paying said excess amount to Landlord prior to the commencement of construction of the Premises.

Tenant shall deposit with Landlord upon the execution of this Agreement the sum of \$150,000.00, which sum shall be security for the performance of Tenant's obligations under this Agreement including without limitation the obtaining of a certificate of occupancy for the Premises as hereinafter provided. In the event that the security deposit has not been applied by Landlord to cure any default of Tenant on or before the issuance of a certificate of occupancy for the Premises to Tenant, then Landlord will apply such portion of the security deposit as may be held by Landlord towards the payment of rent owed by Tenant following the issuance of a certificate of occupancy for the Premises to Tenant, until the security deposit reaches the amount of \$50,000.00, which Landlord may retain during the Term of this Agreement to protect Landlord against defaults by Tenant. If at any time during the Term of this Agreement Landlord applies any part of the security deposit to cure any default of Tenant, then Tenant upon demand of Landlord shall deposit with Landlord the sum so applied so that Landlord shall have the full security deposit in the amount of \$150,000.00 on hand at all times during the Term of this Agreement preceding the issuance of a certificate of occupancy for the Premises to Tenant and so that Landlord shall have the full security deposit in the amount of \$50,000.00 on hand at all times during the Term of this Agreement subsequent to the issuance of a certificate of occupancy for the Premises to Tenant.

3. **Certificate of Occupancy.** Landlord shall deliver the Premises to Tenant within eighteen (18) months of execution of the Construction Agreement. If Landlord does not deliver the Premises to Tenant within eighteen (18) months of execution of the Construction Agreement, Tenant may elect to terminate this Agreement. Tenant shall obtain a certificate of occupancy for the Premises within one (1) year after delivery of the Premises by Landlord to Tenant. Tenant's failure to obtain a certificate of occupancy for the Premises within one (1) year after delivery of the Premises by Landlord to Tenant shall constitute an event of default under this Agreement.

4. **Purchase Option.** Tenant shall have an option to purchase the Premises at the following times and on the following conditions:

a) Landlord grants to Tenant an option to purchase the Premises from Landlord following the one hundred twenty (120) month anniversary of the Commencement Date until the one hundred eightieth (180) month anniversary (hereinafter "Option"). Tenant shall give Landlord written notice of its intent to exercise this Option as hereinafter provided. Tenant shall not have the right to exercise Tenant's right to purchase the Premises if Tenant is then in default beyond the applicable cure period under this Agreement.

b) If Tenant exercises this Option during the Term, the Purchase Price for the Premises shall be the unpaid portion of the Costs at the time this Option is exercised, plus any penalties, fees, or other reasonable costs incurred by the City and/or Landlord due to the payoff of the

bonding arrangement related to the Costs. Should Tenant disagree with the purchase price, Tenant may, within 20 days after such determination, withdraw its offer. If Tenant desires to purchase the Premises subsequent to the one hundred eightieth (180) month anniversary, the Purchase Price for the Premises shall be the fair market value of the Premises at the time that Tenant exercises this option. The fair market value shall be determined by a licensed appraiser chosen by the parties to this Lease. In the event that the parties cannot agree on a licensed appraiser, then each party shall engage its own appraiser. If the two appraisers cannot agree on the fair market value, then the two appraisers shall together agree on a third appraiser and the opinion of the third appraiser shall be the purchase price.

c) At the time of purchase Landlord agrees to convey subject property to Tenant by Limited Warranty Deed. Upon the completion of the closing of such sale, this Lease shall immediately terminate.

d) Tenant shall have thirty (30) days after the exercise of this Option within which to examine title and within which to furnish Landlord with a written statement of objections affecting the marketability of said title, the validity of which shall be determined according to the title standards of the State Bar of Georgia, or discrepancies in boundaries. Landlord shall have ten (10) days after receipt of such objections to devote its best reasonable efforts to satisfy all valid objections, and if Landlord fails to satisfy such valid objections, then at the option of the Tenant, evidenced by written notice to Landlord, Tenant's Option shall be null and void. If the title objections are to mortgages and items which may be removed by the payment of money, Tenant may elect to go forward with the Option and deduct the sums owing from the Purchase Price so long as the money to be paid does not exceed the Purchase Price. If the Purchase Price is exceeded, then Landlord shall be obligated to satisfy each and every one of the remaining objections.

e) Tenant shall pay all costs of closing.

f) Closing shall take place on or before thirty (30) days after exercise of the Option at offices of Tenant's attorney.

g) If after the one hundred eightieth (180) month anniversary of the Commencement Date should Landlord elect to sell the Premises during the Term of this Agreement, Tenant shall have the right of first refusal within which to purchase the Premises on the same terms and conditions as offered by or to a third party. Landlord must first give written notice to Tenant of said offer. Tenant shall have ten (10) days from the date of receipt of said offer, to provide Landlord with written acceptance of the offer, upon the same terms and conditions as set forth therein. If Tenant accepts said offer, closing shall take place within sixty (60) days from the date of acceptance. If Tenant fails to accept said offer within the ten (10) days provided herein, Landlord may proceed to sell to said third party. Tenant shall not have the right of first refusal to purchase the Premises if Tenant is then in default beyond the applicable cure period under this Agreement.

5. **Commencement Date.** For the purposes of this Lease, the Commencement Date will be the date upon which Tenant obtains a certificate of occupancy for the Premises or one (1) year from the date of delivery of the Premises to Tenant by Landlord, whichever comes first.

6. **Use.** Tenant shall use and occupy the Premises for use as two (2) restaurants as described in the documents attached hereto as Exhibit "C", which use may include the sale of food and related items, (including alcoholic beverages) and, in addition, entertainment. The Premises shall be used for no other purpose unless authorized in writing by the Landlord. In no event shall Tenant use the Premises for any illegal purpose, in violation of any law, or in any manner which constitutes a public or private nuisance. Tenant shall not do, bring, or keep anything on or about the Premises that would increase the rates charged for, or cause the cancellation of, insurance covering the Premises. Tenant may open such hours as it elects, in accordance with state and local law.

7. **Signage.** Tenant may erect a sign on the exterior of the Premises at Tenant's sole cost and expense, and Tenant has the right to the maximum signage allowed by applicable code(s) or as approved by the Community and Economic Development Director of the City of Gainesville. All signage is expressly subject to prior approval by Landlord and must be in compliance with any and all applicable governmental rules and regulations. Tenant will be responsible for any and all damage to the building or caused by the erection or maintenance of Tenant's signage and agrees to indemnify and hold Landlord liable for any such damage. Any signage erected by Tenant must be removed by Tenant, at Tenant's cost within five (5) days of the end of the Term of this Lease.

8. **Abandonment.** Tenant agrees to occupy the Premises during the term of this Lease and agrees not to abandon the Premises during the term of the Lease. In the event Tenant does not operate and such continues 60 days, Landlord shall have the right of 30 days' notice, to terminate the lease, however, such will be withdrawn if Tenant opens within the 30 days and continues operating as a full time restaurant for at least 12 consecutive months.

9. **Repairs/Maintenance by Tenant.** Tenant accepts the Premises in their condition as of the Commencement Date and as suited for the uses intended by Tenant. Landlord agrees to pass on to Tenant all warranties from subcontractors and contractors who perform construction work relating to the Premises. Tenant shall, throughout the term of this Lease, at its expense, maintain in good order and, do all maintenance, such as replacing light bulbs, HVAC filters, cleaning carpet and flooring, unclogging plumbing, and make all repairs to the interior of the Premises and other improvements located thereon at Tenant's sole expense. Tenant agrees to return the Premises to Landlord at the expiration, or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, alone excepted.

10. **Repairs by Landlord.** Landlord agrees to maintain the exterior of the Premises, including the public grounds surrounding the Premises, public restrooms, roof, exterior walls, doors, parking areas and exterior glass. Landlord will not be liable to Tenant on account of failure to make repairs unless Tenant has provided Landlord written notice of the necessity for such repairs and has afforded Landlord a reasonable time to complete repairs. If Landlord does not make such repairs within a reasonable time, Tenant may, upon (10) days' notice, make such repairs and in such event Tenant will be timely reimbursed by Landlord in the amount of the reasonable costs incurred by Tenant.

11. **Alterations.** Tenant shall not make any interior or exterior alterations or improvements to the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld nor delayed except as set forth herein, however, Tenant may make \$50,000

per year of interior changes without Landlord's consent. Tenant shall promptly remove any alterations, additions or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. All alterations, additions and improvements shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease. Any improvements made to the Premises will be owned by Tenant, with the exception of fixtures, which shall not be removed in the event that Tenant vacates the Premises.

12. **Removal of Fixtures.** Tenant may (if not in default hereunder) prior to the expiration of the Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which it has placed in the Premises at its sole expense, provided Tenant repairs all damage to the Premises caused by such removal.

13. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

13(a). **Parking.** For so long as Tenant utilizes the Premises for the retail uses specifically set forth in this Lease, City does hereby establish for the benefit of, and grant and convey to the Tenant, a perpetual, nonexclusive easement appurtenant to the Premises for use by the Tenant for vehicular and pedestrian access, ingress, egress and passage, as appropriate, upon, over and across the Parking Deck adjacent to the Premises, and a perpetual limited exclusive easement for parking of vehicles owned by invitees to the Premises. Landlord agrees to refrain from charging a fee for parking in said deck for a period of at least ten (10) years from the Commencement Date.

14. **Assignment and Subletting.** Tenant shall not be allowed to assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld. No assignment or sublease shall relieve Tenant of its obligations hereunder unless agreed to in writing. Landlord shall be entitled to assign this Lease without the consent of Tenant. Notwithstanding any language to the contrary, Tenant may transfer the Lease to any entity owned in whole or in part by Tenant, to an entity which results from the sale of Tenant or from a merger of Tenant. A transfer of stock by Tenant amongst family members of shareholders will not require Landlord's consent.

15. **Utilities.** Tenant will be responsible for power, water, sewer, gas, garbage disposal and any other utilities during the Term of this Lease. Landlord shall have no liability for any interruption or failure in supply of any utilities to the Premises unless said interruption and/or failure is due to a design defect in the construction of the Premises and/or Landlord's negligence.

16. **Taxes.** Landlord will be solely responsible for any ad valorem or other taxes applicable to the Premises. Tenant will be responsible for taxes related to Tenant's personal property located therein.

17. **Quiet Enjoyment.** Landlord covenants that so long as Tenant performs all of its obligations hereunder, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the term hereof.

18. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times during business hours onto the Premises, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

19. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim, for any taking of fixtures and improvements owned by Tenant, and for moving expenses. Notwithstanding any language herein to the contrary, Tenant may terminate the Lease if any of the Premises is taken.

20. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same from insurance proceeds, provided that such repairs can be made within one hundred eighty (180) days under existing governmental laws and regulations, and such partial destruction shall not terminate this lease. If such repairs cannot be made within said one hundred eighty (180) days, either party shall have the right to terminate this Lease by giving written notice to the other and in such event this Lease shall be deemed terminated as of the date of such partial destruction. Tenant shall be entitled to a proportionate reduction of all rent while any repairs are being made to the Premises in accordance with this Section. Such proportionate reduction of rent shall be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the said Premises, but in no event shall the abatement exceed the rents that would have been payable by Tenant during such period. A total destruction of the building in which the Premises may be situated shall terminate this lease.

21. **Indemnification.** Tenant will indemnify and save Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with injury to persons or damage to property arising from or out of the occupancy or use by Tenant of the Premises, excluding any such injury or damage relating to Landlord's gross negligence or willful misconduct.

22. **Insurance.** Upon the delivery by Landlord of the Premises to Tenant, as set forth in Section 3 of this Lease, Tenant shall deliver to Landlord a certificate and attached riders and endorsements which show (i) that the Landlord is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of Landlord, that the required insurance is in force. The Insurance Carrier(s) shall provide to Landlord at least ten (10) days' written notice before canceling or materially changing coverage. Notice should be sent via certified mail, return receipt requested to Bryan Lackey, City Manager, City of Gainesville, P.O. Box 2496, Gainesville,

Georgia 30503. Tenant shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the Tenant to deliver proof of insurance as provided in this section, or notice as required in this section, shall constitute a material substantial breach of this Agreement. All such documents shall be delivered directly to the City Manager. If desired, the insurance carrier may redact the premium amount from the declaration page. Tenant shall, before commencing work on the Premises, and during the performance of this Agreement, keep in force insurance with the following requirements:

- a) Additional Insured: The insurance policies required by this Agreement must be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. (This requirement does not apply to Worker's Compensation, Employer's Liability or Professional Liability coverage). A copy of each endorsement shall be provided prior to Tenant commencing work on the Premises. Blanket endorsements shall be accepted.
- b) Tenant shall deliver to Landlord a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page and attached riders and endorsements which shows (i) that the Landlord is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of Landlord, that the required insurance is in force or that the policy(s) have not lapsed for nonpayment of premium. The Insurance Carrier(s) shall provide should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions to Landlord but with at least thirty (30) days' written notice to Landlord, if such coverage is available at a reasonable cost. Notice should be sent via certified mail, return receipt requested to the City Manager, City of Gainesville, P.O. Box 2496, Gainesville, Georgia 30503. Tenant shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the Tenant to deliver proof of insurance as provided in this paragraph, or notice as required in this paragraph, shall constitute a material substantial breach of this Agreement. All such documents shall be delivered directly to the City Manager. Each of these documents which show the required insurance coverage shall be attached to each set of original Agreements when the documents are transmitted to the Landlord for final execution and approval as Attachment "B". If desired, the insurance carrier may redact the premium amount from the declaration page.
- c) Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. Tenant in no way warrants that the above-required minimum insurer rating is sufficient to protect the Landlord from potential insurer insolvency.
- d) The Tenant shall not allow any contractor or subcontractor to commence any work on contractor or subcontractor's contract until all similar insurance required of the contractor or subcontractor has been so obtained and approved by the Landlord and Tenant.

e) The Certificates of Insurance, and any subsequent renewals, shall reference this Agreement.

f) Required Coverages:

(1) Worker's Compensation:

The Tenant shall procure and shall maintain during the life of the Agreement, Worker's Compensation Insurance for all of Tenant's employees to be engaged in services under this Agreement, and in case any such services is sublet, the Tenant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such services unless such employees are covered by the protection afforded by the Tenant's Worker's Compensation Insurance. Worker's Compensation Insurance shall be in accordance with Georgia Law and include Broad Form All States Endorsement and Voluntary Compensation before commencing services on the project. Subcontractors shall provide a waiver of subrogation endorsement, form CG 2404 or its equivalent.

- Workers' Compensation: Statutory Limits

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(2) Employer's Liability:

- \$1,000,000.00 each employee / each accident

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(3) General Liability:

The Tenant shall procure and shall maintain during the life of the Agreement, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect the Tenant and any subcontractor performing services covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Agreement, whether such operations are by the Tenant or by any subcontractor or by anyone directly or indirectly employed by either of them. The coverage must be written on an occurrence form and may be on an aggregate basis. A "per project" endorsement shall be issued that covers the City of Gainesville, Georgia. The insurance policies shall also be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insureds with respect to work performed under the Agreement on an ongoing and completed operations basis. A copy of each endorsement shall be provided prior to Tenant commencing services on the Premises. Blanket endorsements shall be accepted. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of

subrogation endorsement, form CG 2404 or its equivalent on a per project basis. The amount of insurance shall not be less than the following amounts:

- \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage combined, with coverage confirmed for liquor liability as well
- \$2,000,000.00 aggregate

(4) **Automobile Liability:**

If applicable, Tenant shall procure and shall maintain during the life of the Agreement, Comprehensive Automobile Liability Insurance. The insurance shall include coverage for owned, non-owned and hired vehicles. The coverage must be written on an occurrence form. Additional Insured: The insurance policies required by this Agreement must be endorsed by form CG2048 or its current equivalent and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of subrogation endorsement, form CA0444 or its equivalent. A copy of each endorsement shall be provided prior to Tenant commencing services on the Premises.

Amounts shall not be less than the following:

- \$1,000,000.00 Combined Single Limit (CSL)

23. **Events of Default.** The happening of any one or more of the following events hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rent as provided for herein; and such continues for ten (10) days after notice; (B) Intentionally Omitted; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease and such continues for ten (10) days after notice; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant.

24. **Remedies Upon Default.** Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under

this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

(B) Landlord may terminate this Lease as provided in paragraph 24(A) hereof and recover from Tenant all actual damages Landlord may incur by reason of Tenant's default, including without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorneys' fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof (including but not limited to either Suite A, Suite B, or the Rooftop Dining Area) for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of all costs and expenses of such reletting, including brokerage fees and reasonable attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alteration and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(D) In the event Landlord exercises one of the remedies stated herein, Landlord may, but shall not be required to, remove all or any portion of Tenant's personal property from the Premises, after ten (10) days written notice to Tenant of Landlord's intent to do so. If Tenant has not removed such property within such ten (10) day period, Landlord may dispose of such property in any manner available, and Tenant releases Landlord from any claim for damages related thereto.

(E) In all events, Landlord will utilize its reasonable efforts to mitigate its losses.

25. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, will affect Landlord's right to collect rent for the period prior to the termination thereof.

26. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

27. **No Estate in Land.** This Lease will create the relationship of Landlord and Tenant between the parties hereto. No estate in land will pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except as herein provided.

28. **Rights Cumulative.** All rights, powers and privileges conferred hereunder upon the parties hereto will be cumulative and not restrictive of those given by law.

29. **Waiver.** No failure of Landlord or Tenant to enforce any term hereof shall be deemed to be a waiver.

30. **Notices.** Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, which will be deemed delivered when first received or rejected, the same shall be accomplished in writing by registered or certified mail, return receipt requested, postage prepaid, or Federal Express, Airborne or other receipted courier, or by hand deliver, addressed as follows:

To Landlord: City of Gainesville
Attn: Bryan Lackey, City Manager
Administration Building, 3rd Floor
300 Henry Ward Way
Gainesville, GA 30501

To Tenant: HWMC Gainesville, LLC
Attn: Quill O. Healey, II, Member/Manager
1952 Howell Mill Road
Suite 100
Atlanta, Georgia 30318

31. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

32. **Time is of the Essence.** Time is of the essence as to all provisions of this Lease.

33. **Subordination; Waiver of Landlord's Liens.** This lease is and shall, provided such includes non-disturbance, be subordinated to all existing and future liens and encumbrances against the Premises. Landlord hereby waives and releases any contractual, constitutional or

statutory liens and any rights of distress with respect to Tenant's personal property from time to time located in, on or about the Premises, and agrees to execute an agreement in customary form in favor of Tenant's lender with respect to Landlord's waiver of such liens and certain rights of Tenant's lender to access Tenant's personal property located in, on or about the Premises.

34. **Governing Law.** This Lease shall be governed by the laws of the State of Georgia as applied to contracts entered into and to be performed entirely within the State of Georgia.

35. **Forum Selection.** Each of the parties hereby irrevocably submits to the jurisdiction of the Superior Court of Hall County, Georgia, in any action or proceeding arising out of or related to this Lease, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Superior Court. Each of the parties irrevocably waives any objection, including without limitation, any objection to venue based on the ground of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

36. **Severability.** If any term or other provision of this Lease is invalid, illegal or incapable of being enforced by any rule of law or public policy, all the remaining terms and provisions of this Lease will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner or adverse to any party hereto. Upon determination that any term is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end of the transactions contemplated by this Lease or consummated to the extent possible.

37. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties. The parties agree that this Lease creates a usufruct only and not an estate for years.

38. **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease.

39. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument. This Agreement shall be governed and construed and enforced in accordance with the laws of the jurisdiction in which the Property is located. Transmission of signed counterparts by facsimile or email shall create a binding Agreement. This Agreement may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Agreement and attached to another copy in order to form one or more counterparts.

40. **Force Majeure.** In the event either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, pandemic, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another party, adverse weather conditions preventing the performance of work as certified to by an architect, war or any other reason beyond such party's reasonable control, then the time for

performance of such act shall be extended for a period equivalent to the period of such delay, provided that such party has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such party shall notify any party materially adversely affected by such delay, hindrance or prevention, of such delay, hindrance or prevention within fifteen (15) days after the commencement thereof and within fifteen (15) days after the expiration thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Signed this _____ day of _____, 2022.

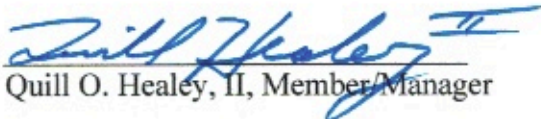
LANDLORD:

TENANT:

CITY OF GAINESVILLE

HWMC GAINESVILLE, LLC

By: _____
Bryan Lackey, City Manager

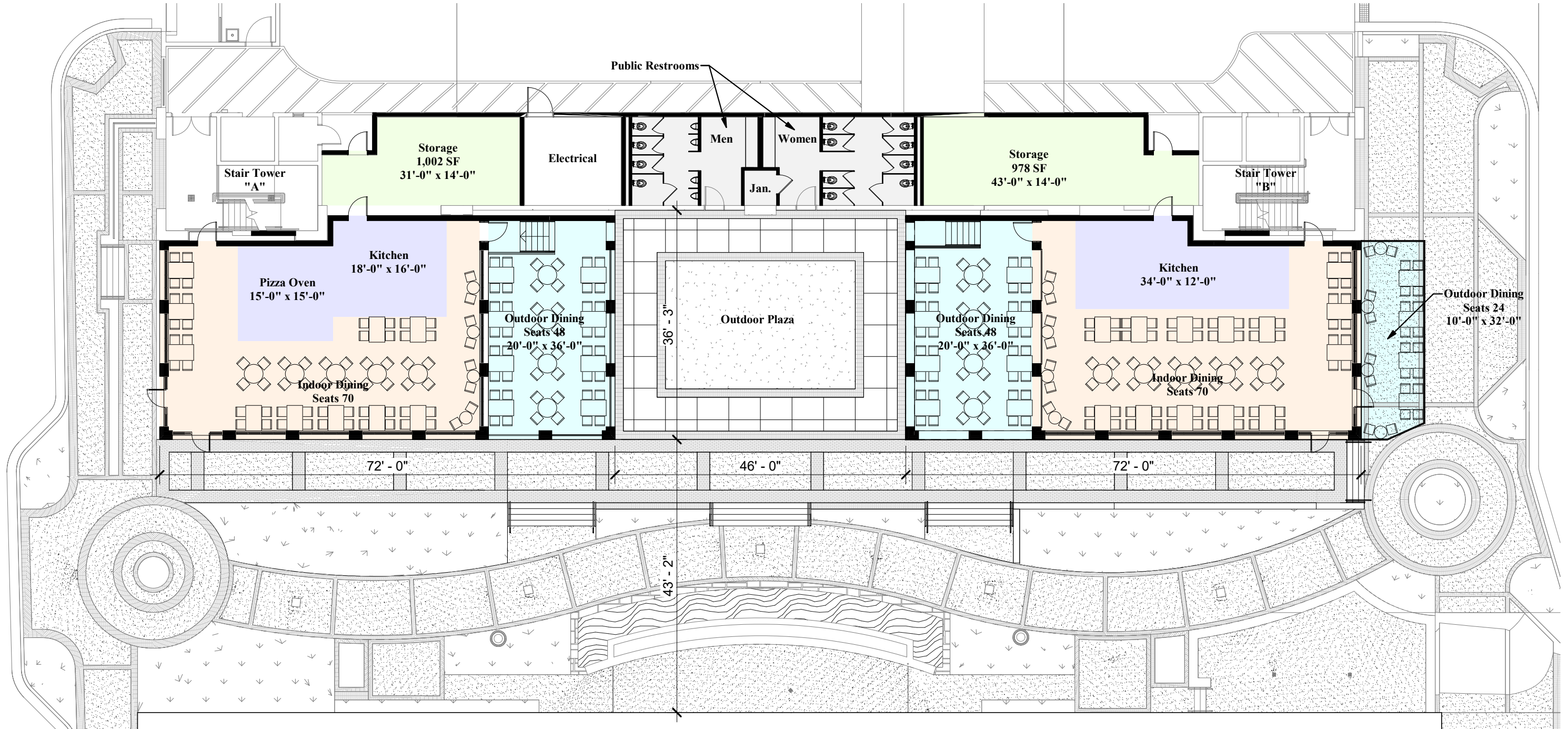
By: 
Quill O. Healey, II, Member/Manager

Attest: _____
Denise O. Jordan, City Clerk

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

ASH/w261074

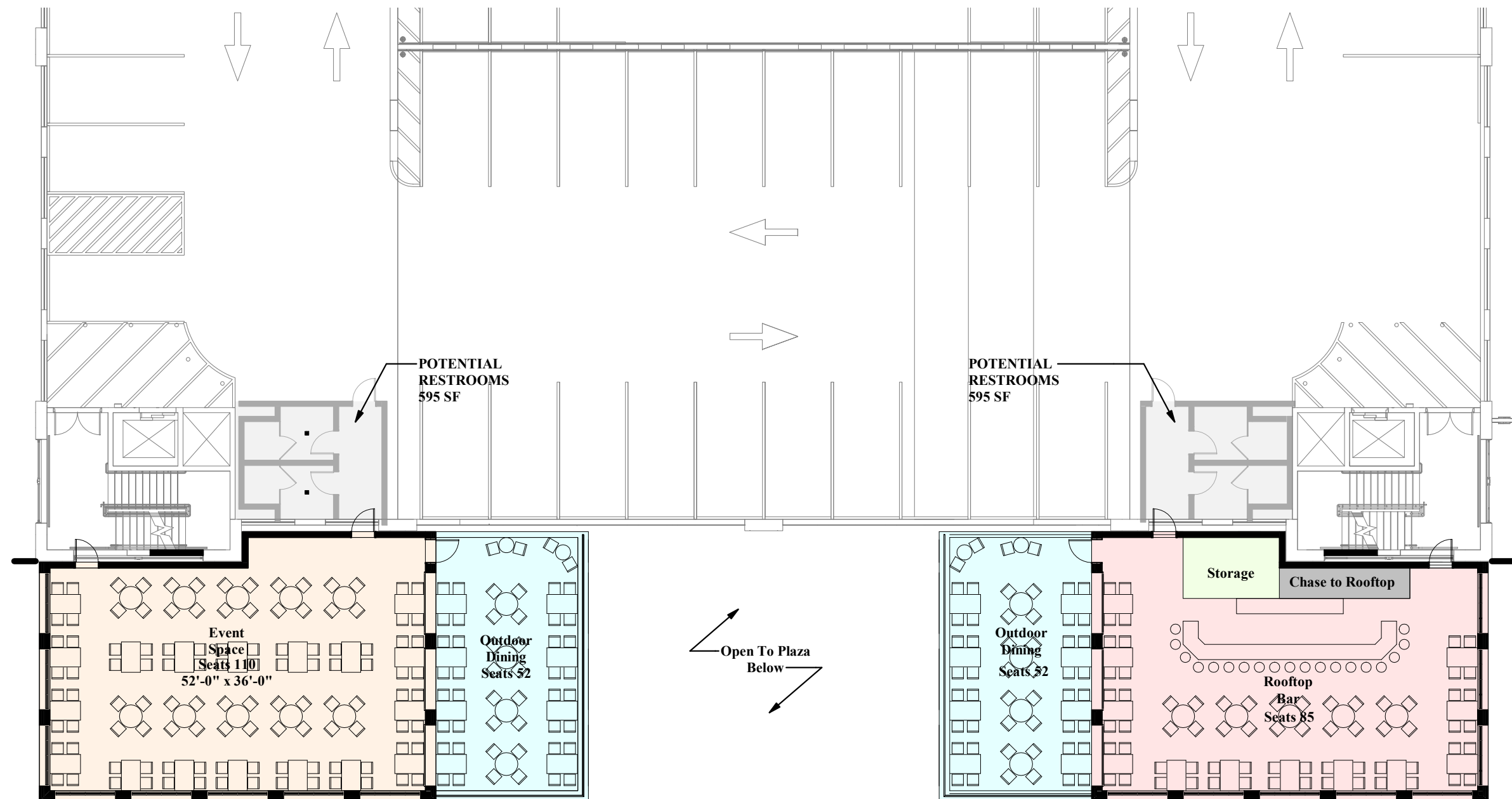


Tenant Suite A - Gross Leasable Area - Main Level:

Indoor Conditioned Space:	2,210 SF
Outdoor Covered Patio:	716 SF
Total Leasable Area:	2,926 SF

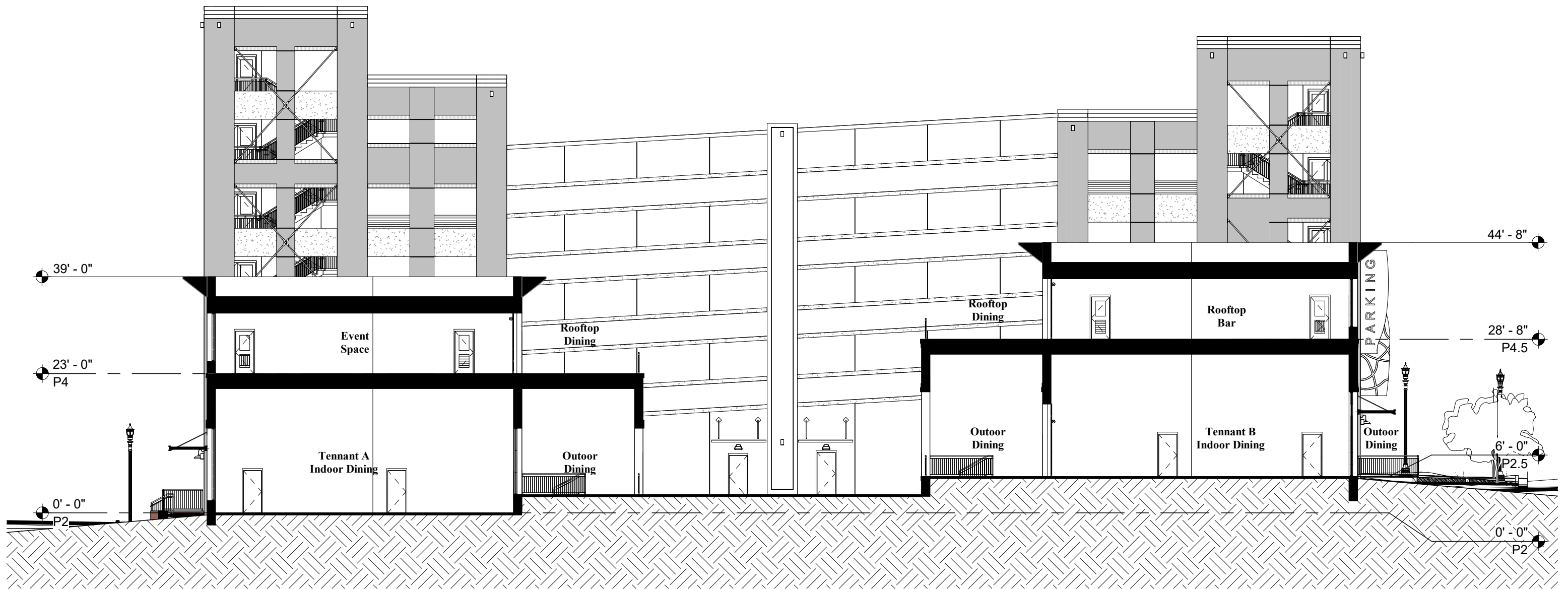
Tenant Suite B - Gross Leasable Area - Main Level:

Indoor Conditioned Space:	2,382 SF
Outdoor Covered Patio:	1,022 SF
Total Leasable Area:	3,404 SF



Tenant Suite A - Gross Leasable Area - Upper Level:
 Indoor Conditioned Space: 1,734 SF
 Outdoor Covered Patio: 708 SF
 Total Leasable Area: 2,442 SF

Tenant Suite B - Gross Leasable Area - Upper Level:
 Indoor Conditioned Space: 1,734 SF
 Outdoor Covered Patio: 708 SF
 Total Leasable Area: 2,442 SF





HEALEY
WEATHERHOLTZ
PROPERTIES

Rob Caswick, Jeff Newsham,
Quill Healey, and Eric Weatherholtz

Response to
RFP No. 22003
Library Plaza Retail Concept
October 6, 2021

Evidence of Successful Commercial Development or Redevelopment Project(s) (30%)

Interested parties should provide information indicating successful implementation(s) of a commercial development or redevelopment project, as well as indicate success locating and/or managing a restaurant(s) as part of the development(s).

Our team has a long history of commercial development and redevelopment experience. Our projects have been awarded the Urban Land Institute's Development of Excellence award, ICSC's Gold Award, the Atlanta Business Chronicle's Deal of the Year (twice), the International Interior Design Association's Best of the Best Award, the Concrete Foundation Association's Commercial Structure of the Year award, and GlobeSt.com's ADAPT award for "best economic restoration of a neighborhood's former glory".

Our restaurant operating partners have 20 years of restaurant experience, with a focus on family-friendly crowd-pleasing concepts that combine good food & drink with a comfortable and fun atmosphere: **Howell's, Camps, Hearth, Seven Lamps, Atwoods, Cypress, and Parma.**

Notable projects include:

Collier Village where we developed two mixed-use buildings of retail and office space and where we operate Howell's restaurant. This development is the catalyst for 700 new urban residences and

serves as the central hub of the village's rebirth. We began acquiring properties along Atlanta's Howell Mill Road in 2007 with the idea of assembling enough to create a mixed-use village. For the first phase, we teamed with Crescent Communities on a residential mid-rise. The second phase included new restaurant space, offices, and repositioned retail shops. The third phase, now underway in partnership with Songy Highroads, will add 200 more residences and a hotel. Future improvements will add additional retail, residential, and office space along with streetscape improvements and paths to create an intimate, walkable environment.

Summerhill where, in partnership with Carter and K. King & Co., we redeveloped historic buildings that had been vacant for fifty years and added new buildings along Georgia Avenue next to the former Turner Field to create a walkable streetscape. Georgia Avenue is home to 12 new restaurants which became the catalyst for over 1,000 new residences. We've also added new shops, medical services, a credit union, and soon, a Publix grocery store. The restaurateurs we've teamed with include Woods Chapel BBQ from Todd Ginsberg and Ben

Johnson, Little Tart and Big Softie from Sarah O'Brien, Halfway Crooks brewery from Shawn Bainbridge and Joran Van Ginderachter, and other unique offerings including Hot Dog Pete's, Hero Donuts, Maepole, and Junior's Pizza.

Shops Around Lenox where we repositioned a 60% vacant strip shopping center as a walkable oasis next to Lenox Square in Atlanta's Buckhead neighborhood and collaborated on the creation of Seven Lamps restaurant. Every surface - interior and exterior - was reimagined. The parking lot was re-arranged around two large oak trees, we downsized big-box stores into small boutiques, we added courtyard gardens and murals by local artists, and created restaurant spaces for emerging chefs. Lululemon, Kendra Scott, CorePower Yoga, SoulCycle, SuitSupply, Paper Source, Flower Child and South Moon Under all ultimately chose Shops Around Lenox for their first Atlanta store. The project was widely recognized as the gold standard for retail redevelopments and was ultimately sold to an institutional investor.

Development/Financing Concept (30%)

The proposal should include the preferred method for the build-out of the commercial property, including terms, level of City participation (if any), timeline for development, terms of leasing (if applicable), terms of purchase (if applicable), terms of lease/purchase (if applicable).

Given that the City is constructing the garage and can benefit from cost and time efficiencies, we propose the City also constructs two shell restaurant buildings of approximately 3,500 square feet each and a second floor rooftop experience of approximately 7,000 square feet. We would collaborate with the City and City's architects and consultants on the design and construction of the buildings and surrounding green space with the goal of creating a functional and timeless indoor/outdoor design that reflects the City's character.

Included in the City's scope would be:

- Roof and masonry shell
- Exterior windows and doors
- Shared restrooms for the premises
- Gas
- Utilities stubbed within the premises and sized in accordance with agreed plans
- Grease traps
- Shared trash and recycling enclosures
- Elevators to the second floor experience space

All interior improvements outside the City's scope would be paid for by us.

We propose leasing the buildings from the City under a ten year lease with two ten-year options to renew. Rent would equal the City's "Costs" (out-of-pocket construction costs paid to the project's general contractor, architect, and engineers), multiplied by the City's cost of capital - calculated as the rate of interest paid on their most recent bond offering. Costs for exterior and structural repairs, real estate taxes, building insurance, and exterior maintenance, if any, would be paid by the City.

The lease would include a purchase option, whereby we would have the right to purchase the property for an amount equal to the City's Costs.

Alternatively, we would design and construct the buildings, performing the City's scope as outlined above, with the costs financed by the City per a mutually-approved budget.

Real estate taxes, and exterior maintenance would remain the City's responsibility.

Business Concept (30%)

Provide a detailed description of the proposed business concept(s) to be located in the commercial space. Include hours of operation. If the concept is a restaurant, provide detail regarding the types of proposed food and drinks to be offered.

Phil's is a classic tavern centered around an Italian wood-fired pizza oven. In addition to its famous Neapolitan-style pies, Phil's has big salads, burgers, sandwiches, and oven-roasted tavern fare. Craft beer and specialty cocktails make for adult fun and homemade ice-cream sandwiches keep the kids (of all ages) happy.

HONDO is a Tex-Mex cantina with a mash-up of flavors from northern Mexico and Austin, Texas. Tacos, enchiladas, and fajitas all made from scratch with homemade tortillas and salsas. Fun for the whole family but with a full bar serving hand-shaken margaritas made in the original way with fresh-squeezed lime juice and just about any Mexican beer you name can be served up icy cold.

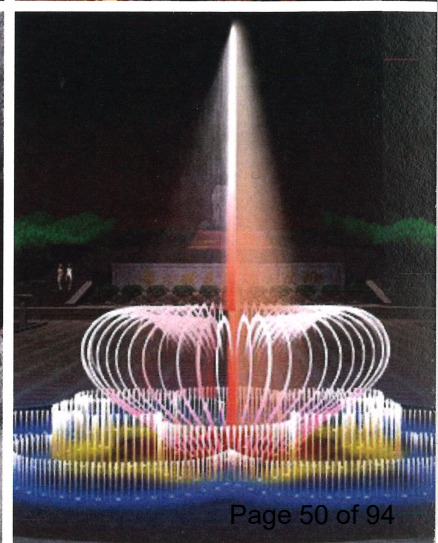
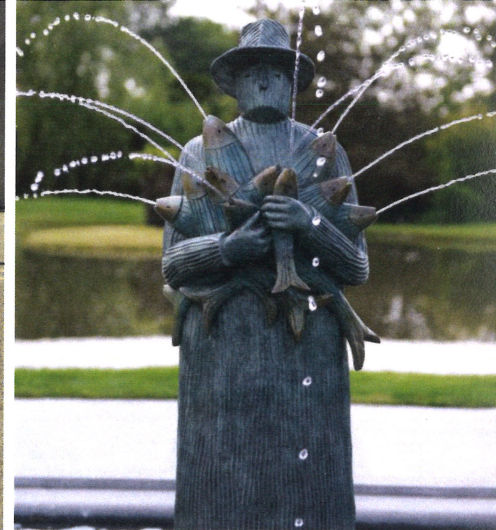
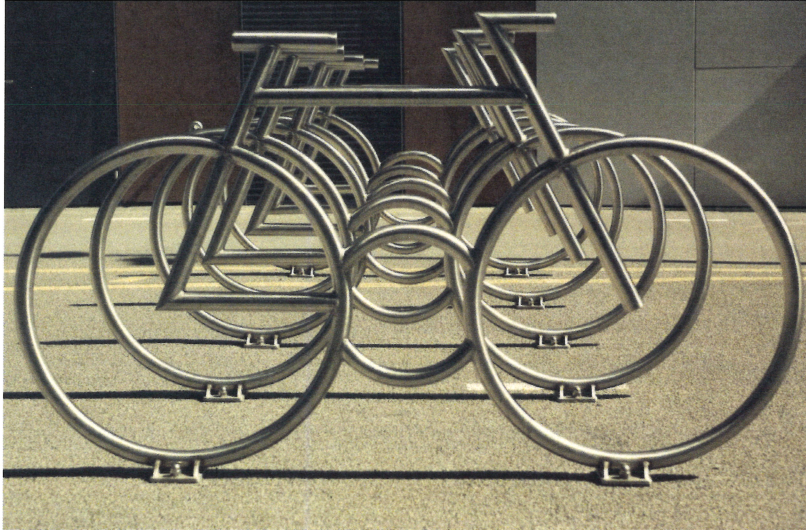
Each restaurant will initially open with daily operating hours of 11 am to 10 pm, subject to adjustment based on customer feedback.

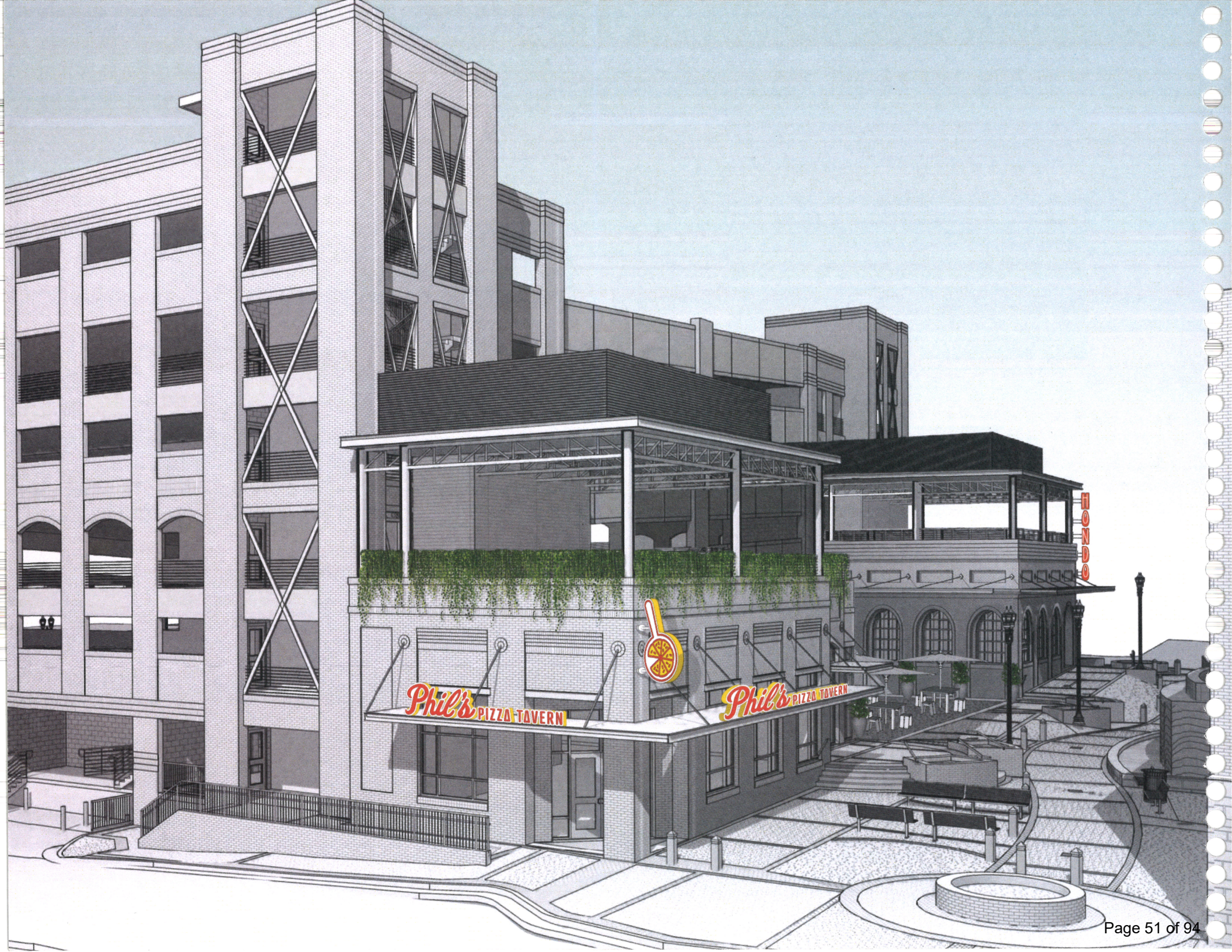
Understanding of City Goals/Vision (10%)

The City has placed significant resources and investment in the continued development of Downtown Gainesville. Interested parties should demonstrate a firm understanding and agreement with this Vision and indicate how the proposed business concept will help expand that Vision.

The development plan we've proposed embraces the 2015 Gainesville Renaissance Strategic Vision Plan:

- **CONNECTIVITY** – our plan creates a signature link for the Highlands-to-Islands trail, bringing it off a car route and pulling the trail off-street through a vibrant commercial zone.
- **PROGRAMMING** – the common area space surrounding the restaurants creates room for active and passive programming with outdoor dining and a rooftop experience.
- **DESIGN** – this project's ground-up nature allows for full implementation of the FRESH method to strengthen the fabric of downtown.
- **ECONOMIC DEVELOPMENT** – this project provides the opportunity for the City to team with experienced operators in the private sector to create an active and iconic expansion of downtown Gainesville.





Phil's
PIZZA TAVERN

WHERE THE NEIGHBORHOOD MEETS

Tex-Mex
HONDO
Cantina



Phil's and HONDO are the latest project of long-time partners

Rob Caswick, Jeff Newsham,
Quill Healey, and Eric Weatherholtz.

**The newest concepts, "Phil's" (named after our long-time pizza chef), and
HONDO are the culmination of their combined experience in hospitality and real
estate, and build upon Rob and Jeff's success with**

Hearth Pizza Tavern

Seven Lamps

Atwood's, and Parma

with Howells Kitchen & Bar

and Camp's.

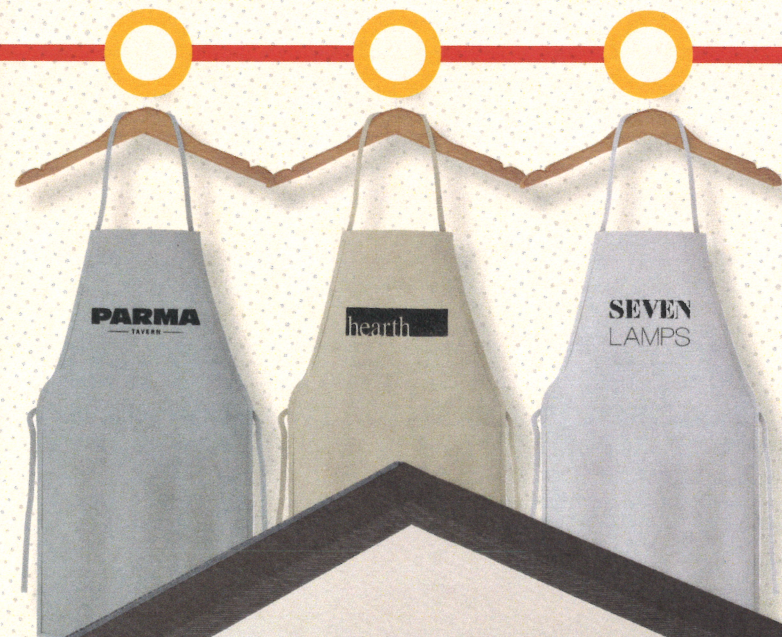
2001

IN 2001, WITH JUST
ENOUGH EXPERIENCE TO BE
DANGEROUS, UGA THETA CHI
FRATERNITY BROTHERS

**ROB CASWICK
& JEFF NEWSHAM**

LAUNCHED A BAR IN ATLANTA'S
BUCKHEAD VILLAGE. THEIR
COLLECTIVE EXPERIENCE WAS
AS CONSUMERS, BUT THEY
KNEW WHAT MADE FOR A GOOD
TIME. WHAT THEY LACKED IN
FORMAL TRAINING THEY MADE
UP FOR WITH

**OLD-FASHIONED
HOSPITALITY.**



Good times

THEY BECAME STUDENTS OF PIZZA MAKING, ADDING FIRED PIES TO THEIR MENU OF REINVENTED PUB

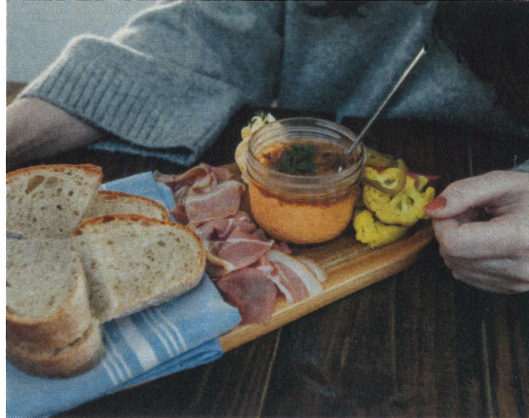
THEY BECAME STUDENTS OF PIZZA MAKING, ADDING WOOD-FIRED PIES TO THEIR MENU OF REINVENTED PUB GRUB. THEY CONTINUALLY REFINED THEIR OFFERINGS WITH NEW RESTAURANTS AND 20 YEARS LATER, WITH MULTIPLE LOCATIONS UNDER THEIR BELT, THEY'VE BECOME OVERNIGHT SUCCESSES.

ROB AND JEFF'S PASSION IS CREATING NEIGHBORHOOD
GATHERING PLACES — BELOVED TAVERNS BUILT ON WARMTH
AND HOSPITALITY — AND OVER THE YEARS THEY'VE GOTTEN
EVEN BETTER AT WHAT MAKES FOR A GOOD TIME.



2021





Phil's PIZZA TAVERN

will combine oven-fired pies with a lively bar serving a wide selection of beers, wines, and spirits. Just like our other restaurants, all the food will be fresh and made in our own kitchen, right down to homemade dough. Gourmet pizza is the centerpiece but our menu includes sharable appetizers, burgers, sandwiches, and big salads. The space will be designed in a casual indoor/outdoor style that works just as well for little league parties as business lunches or ladies night out.





HONDO

TEX-MEX CANTINA

Hondo is a Tex-Mex cantina with a mash-up of flavors from northern Mexico and Austin, Texas. Tacos, enchiladas, and fajitas all made from scratch with homemade tortillas and salsas. Fun for the whole family but with a full bar serving hand-shaken margaritas made in the original way with fresh- squeezed lime juice and just about any Mexican beer you name can be served up icy cold.





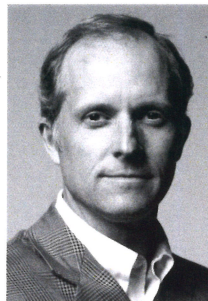


HEALEY WEATHERHOLTZ PROPERTIES

Healey Weatherholtz Properties is a real estate company focused on developing and renovating properties to meet the needs of local communities.

We take a long term approach - our roots date to the 1896 construction of downtown Atlanta's original Healey Building - and the enduring thing we've learned is that improving neighborhoods with useful and beautiful buildings makes for happy customers.

Quill Healey and Eric Weatherholtz co-founded HWP in 2006 with the simple idea of making better places. When places are alive and vivid, everyone benefits. We've found that the right collection of restaurants can be a catalyst for positive transformation and we look for opportunities to use them to anchor mixed-use properties in a way that makes neighborhoods more desirable.



QUILL HEALEY, II

Quill is a fifth-generation Atlantan (and father to a sixth generation) with a vested interest in making the region a better place. Quill sets HWP's overall strategy and manages investor and lender relationships. As an unpaid volunteer, he serves as Chairman of the City of Atlanta's In Rem Review Board conducting public hearings to initiate the clean-up of abandoned properties. He also serves as the Vice President of the Board of Directors for Atlanta's Upper Westside Community Improvement District which makes infrastructure investments to improve quality of life for a growing neighborhood. Quill received a BA in Economics from VMI and a MBA from Georgia Tech.

ERIC WEATHERHOLTZ

Eric has been involved in the commercial real estate business since 1992 with positions ranging from framing laborer and electrician's apprentice to leasing agent and asset manager. As an owner, he has participated with Quill in the repositioning of over thirty commercial properties. Some of their projects were recognized by the real estate community with awards including the Urban Land Institute's Development of Excellence, ICSC's Gold Award, the Atlanta Business Chronicle's Deal of the Year (twice), the International Interior Design Association's Best of the Best Award, and the Concrete Foundation Association's Commercial Structure of the Year award. Eric has a fond weakness for restaurants (dating to his experience as a short order line cook) and looks for ways to incorporate good ones in all of HWP's projects. Eric received a BA in History from the University of Virginia.



COLLIER VILLAGE

HWP began acquiring properties along Atlanta's Howell Mill Road in 2007 with the idea of assembling enough to create a mixed-use village. For the first phase, we teamed with Crescent Communities on a residential mid-rise. The second phase included new restaurant space, offices, and repositioned retail shops. The third phase, now underway in partnership with Songy Highroads, will add 200 more residences and a hotel. Future improvements will add additional retail, residential, and office space along with streetscape improvements and paths to create an intimate, walkable environment.

BEFORE



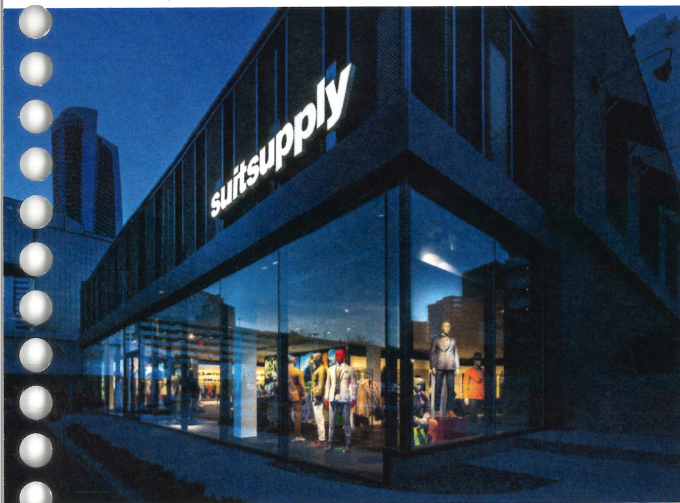


SHOPS AROUND LENOX

HWP acquired this formerly 60% vacant strip shopping center in 2009 and repositioned it as a walkable oasis linking the Waldorf Astoria to Lenox Square's Neiman Marcus in Atlanta's Buckhead neighborhood. Every surface - interior and exterior - was reimagined. The parking lot was re-arranged around two large oak trees, we downsized big-box stores into small boutiques, we added courtyard gardens and murals by local artists, and created restaurant spaces for emerging chefs. Lululemon, Kendra Scott, CorePower Yoga, SoulCycle, Suitsupply, Paper Source, Flower Child and South Moon Under all ultimately chose Shops Around Lenox for their first Atlanta store. The project was widely recognized as the gold standard for retail redevelopments. In 2013, we sold the property to an affiliate of Deutsche Bank.

BEFORE





SUMMERHILL

In partnership with Carter and K. King & Co. we're rebuilding 36 acres of parking lots surrounding the former Turner Field. Georgia State University has repurposed the Braves Stadium and we've orchestrated the addition of 300 apartments at 565 Hank, 100 for-sale residences with Hedgewood Homes, and student housing with Aspen Heights. We've added new shops, medical services, a credit union, and soon, a Publix grocery store. The centerpiece of the project is Georgia Avenue where we've teamed with thirteen new restaurants including Woods Chapel BBQ from Todd Ginsberg and Ben Johnson, Little Tart and Big Softie from Sarah O'Brien, Halfway Crooks brewery from Shawn Bainbridge and Joran Van Ginderachter, and other unique offerings including Hot Dog Pete's, Hero Donuts, Maepole, and Junior's Pizza.

BEFORE







HEALEY
WEATHERHOLTZ
PROPERTIES

1952 Howell Mill Road, Ste 100, Atlanta, GA 30318

(404) 237-7710 info@hwproperties.com

www.hwproperties.com

CITY OF
GAINESVILLE

**GAINESVILLE NORTH
PARKING DECK RETAIL**

2022

PARKING DECK RETAIL - INITIAL CONCEPT



PARKING DECK RETAIL - INITIAL CONCEPT



NORTH PARKING DECK RETAIL ACCOMMODATIONS

- Made Accommodations for Retail Build-Out in Design
 - Water & Power Stubbed Out
 - Grease Traps Installed
 - Trash Compactor
 - Natural Gas on site
 - Access to the Restaurant from Parking Deck



ISSUED REQUEST FOR PROPOSALS IN FALL 2021

Received response from Healey Weatherholtz Properties

Successful Developer and Restauranteurs

- Collier Village on Howell Mill Road
- Shops around Lenox
- Summerhill around the former Turner Stadium

City Entered into Negotiations

CITY OF GAINESVILLE REQUEST FOR PROPOSAL



RFP No. 22003
Library Plaza Retail Concept

Proposal Release:	September 8, 2021
Proposal Questions Deadline:	September 22, 2021 @ 10:00 am
Proposal Due Date:	October 6, 2021 @ 2:00 pm

Postal Return Address:

City of Gainesville
Purchasing Office
P.O. Box 2496
Gainesville, GA 30503

Courier Delivery Address:

City of Gainesville
Purchasing Office
300 Henry Ward Way, Room 201
Gainesville, GA 30501

CURRENT RESTAURANTS

Hearth Pizza Tavern
Roswell Road, Sandy Springs

Seven Lamps
Lenox Road, Atlanta

Atwoods
Peachtree Street, Atlanta

Parma
Buford Drive, Buford

Howells Kitchen & Bar
Howell Mill Road, Atlanta

Camps
Village Parkway, Marietta

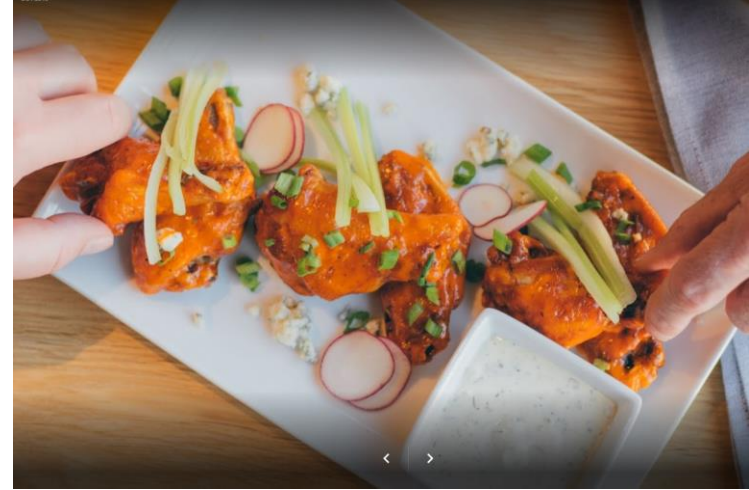
Partners
Quill Healey, Eric Weatherholtz,
Rob Caswick, Jeff Newsham





Howell's Kitchen & Bar

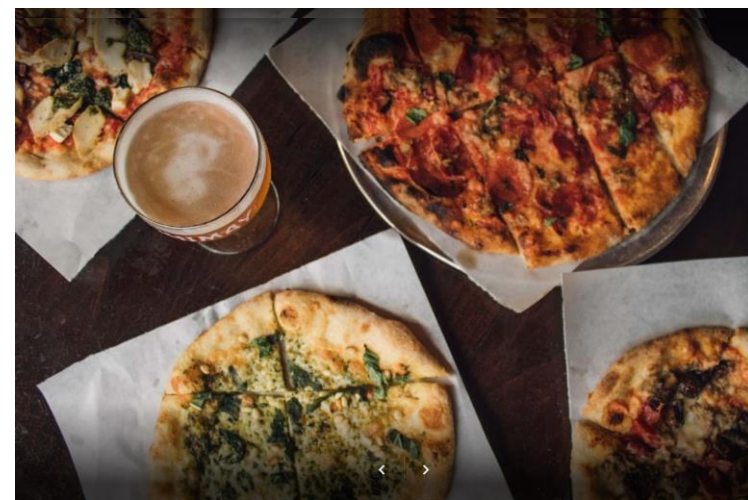
Atlanta





Hearth Pizza Tavern

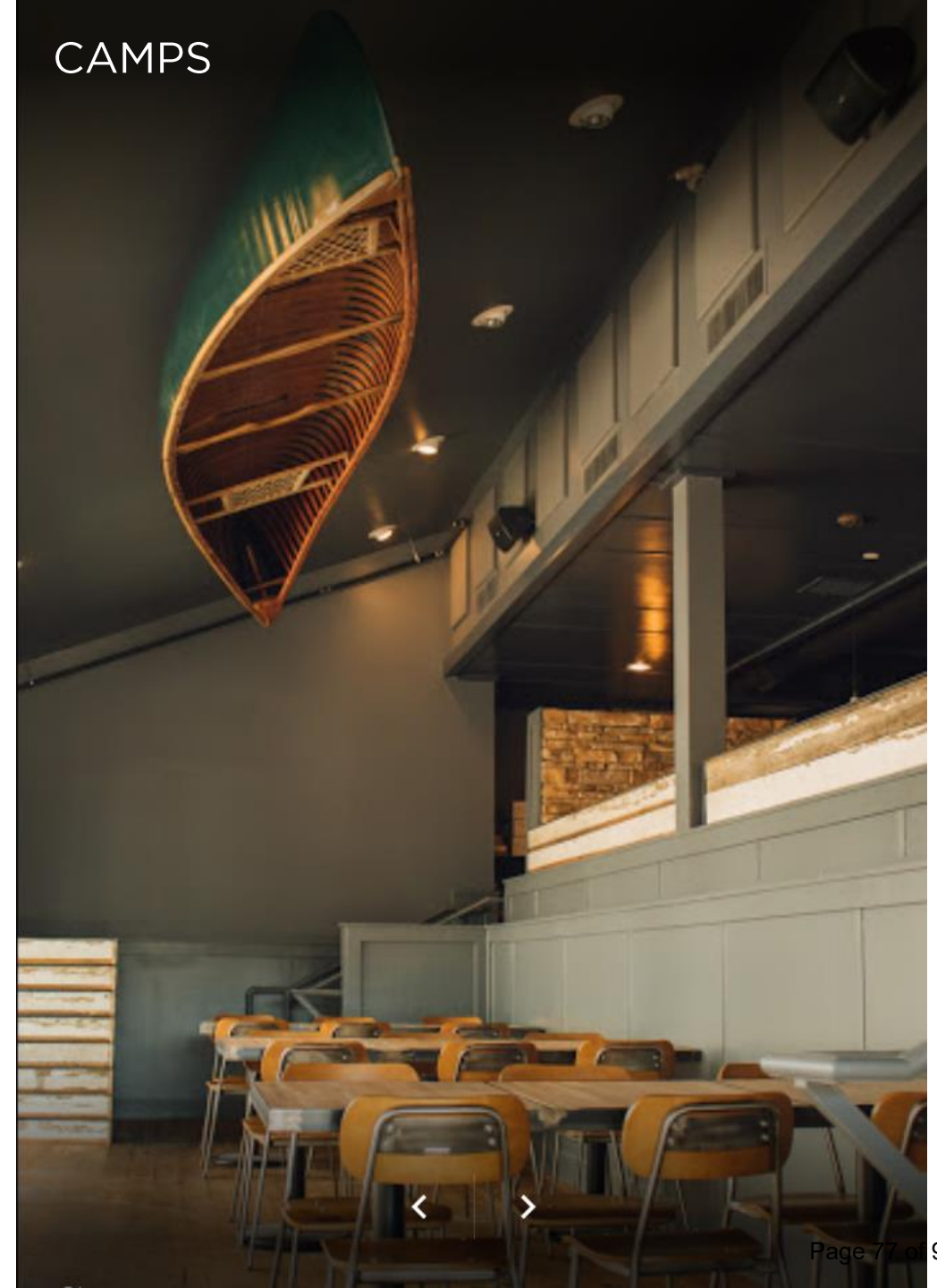
Sandy Springs





Seven Lamps Atlanta



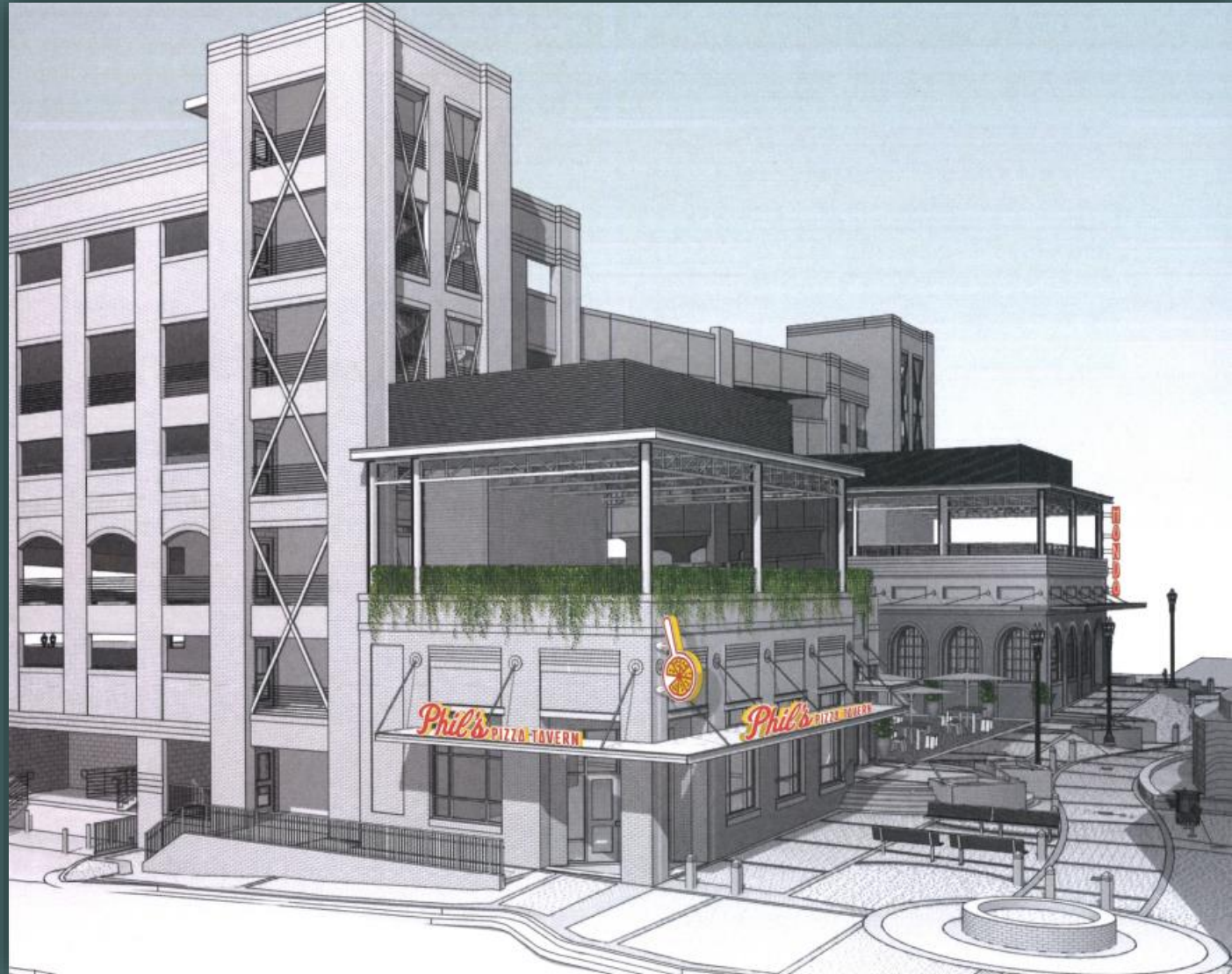


Phil's

PIZZA TAVERN

WHERE THE NEIGHBORHOOD MEETS

Tex-Mex HONDO Cantina

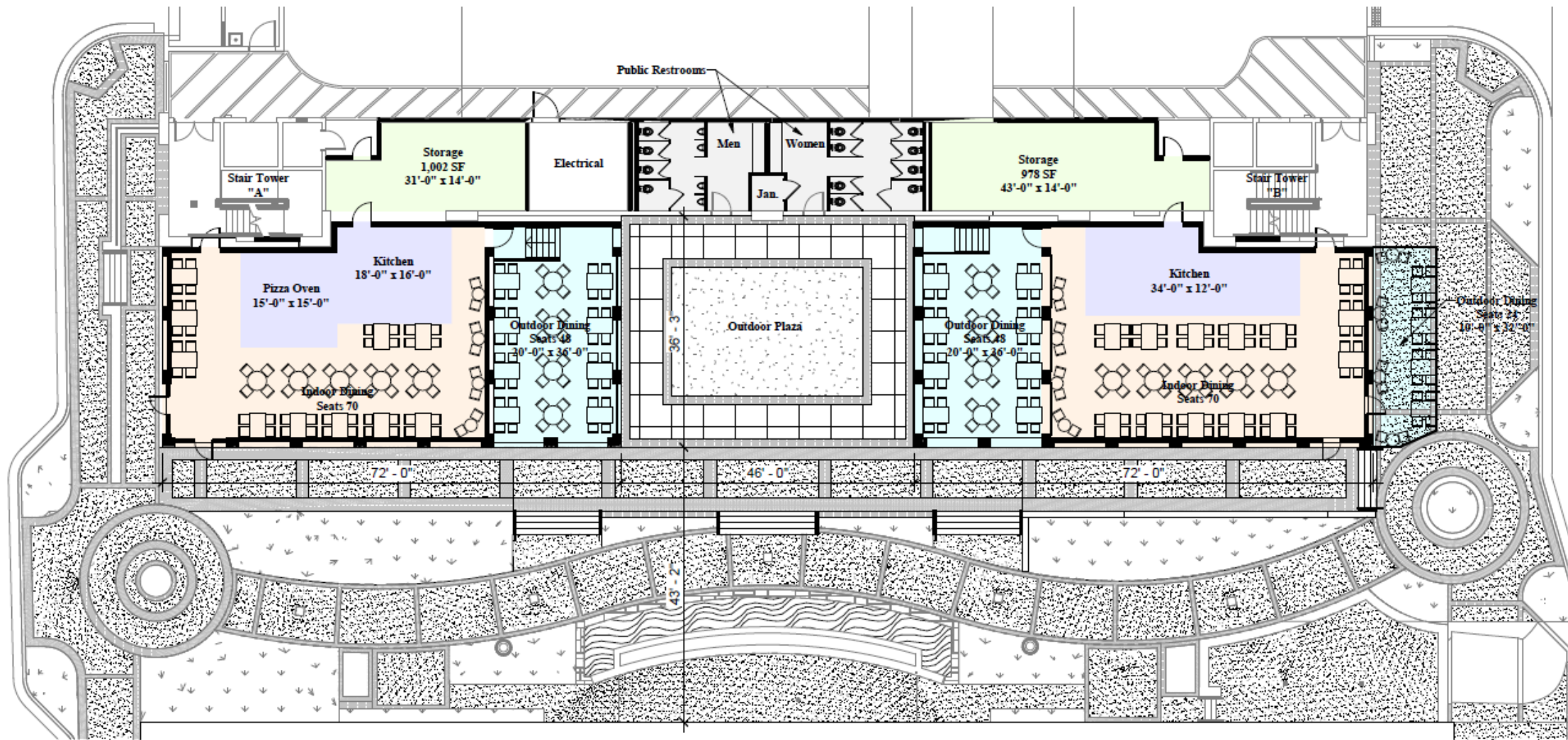




Gourmet Pizza
Sharable Appetizers
Burgers & Sandwiches
Salads
Homemade Ice Cream
Sandwiches
Wide selection of beer,
wine and spirits



Tacos
Enchiladas
Fajitas
Homemade
tortillas and salsas
Original margaritas
hand-shaken with fresh-
squeezed lime juice
Local Beer Varieties

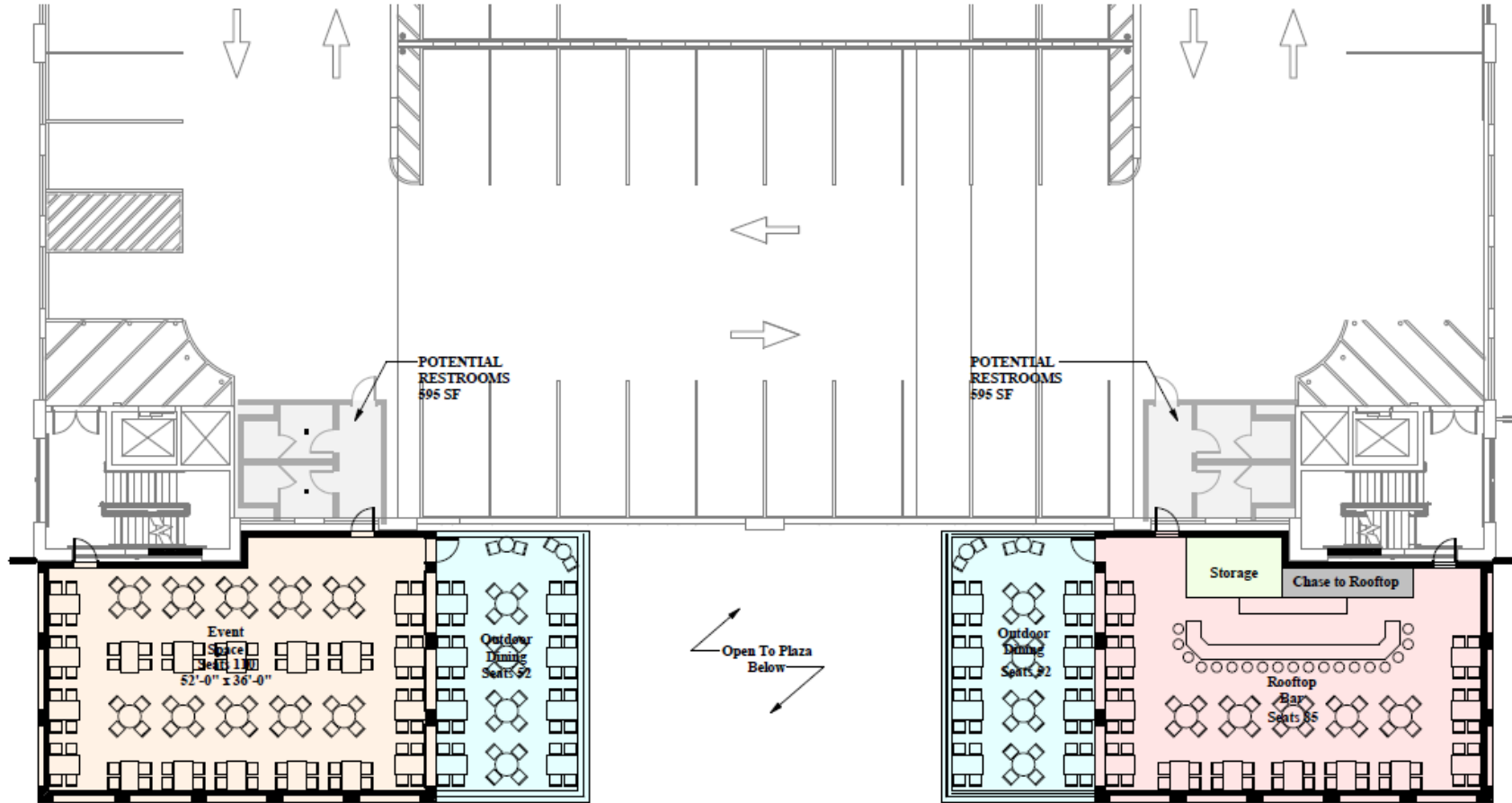


Tenant Suite A - Gross Leasable Area - Main Level:

Indoor Conditioned Space:	2,210 SF
Outdoor Covered Patio:	716 SF
Total Leasable Area:	2,926 SF

Tenant Suite B - Gross Leasable Area - Main Level:

Indoor Conditioned Space:	2,382 SF
Outdoor Covered Patio:	1,022 SF
Total Leasable Area:	3,404 SF



Tenant Suite A - Gross Leasable Area - Upper Level:
 Indoor Conditioned Space: 1,734 SF
 Outdoor Covered Patio: 708 SF
 Total Leasable Area: 2,442 SF

Tenant Suite B - Gross Leasable Area - Upper Level:
 Indoor Conditioned Space: 1,734 SF
 Outdoor Covered Patio: 708 SF
 Total Leasable Area: 2,442 SF





LEASE AGREEMENT DETAILS

- 20-Year Lease Agreement
- City to build cold-dark shell for restaurants
- HWP to build out interior (including MEPs), equip and furnish restaurants
- Monthly Lease Payments equals the bond debt
- HWP to pay all utility costs
- HWP has option to purchase between year 10-15 for amount equal to outstanding bond debt. If purchased after year 15, purchase at Fair Market Value

OPTIMAL TIMELINE

- Lease Agreement Executed – August 2022
- Finalize Design Plans and Construction Documents – Fall 2022
- Groundbreaking – Early 2023
- Restaurants Open – Late 2024

CITY OF
GAINESVILLE

END |



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 18, 2022

Date Submitted:

Final Approval Date:

Presenter:

Item of Business: Ex-Officio Report(s)

Meeting Date: July 28, 2022

Purpose of Request:

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 21, 2022
Date Submitted: July 25, 2022
Final Approval Date: July 27, 2022
Presenter: Sam Couvillon
Item of Business: Appointment: Lake Lanier Olympic Park Foundation Board
Meeting Date: July 28, 2022

Purpose of Request:

The purpose of this request is to address the expired term position held by Robyn Lynch.

Facts & Issues / History & Background:

The Lake Lanier Olympic Park Foundation (formerly known as GH '96) follows the guidelines as set forth by Georgia Law, the by-laws and the Corporation's Articles of Incorporation. The board's by-laws were revised on June 21, 2019. Board members serve a three-year term.

Department Recommendation:

To consider the nomination as submitted by the Mayor.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. LLOP Foundation Members

Lake Lanier Olympic Park Foundation

POST	ORGANIZATION	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Chairman	Longstreet Clinic	Collins	Mimi	2014	2017, 2020	6/30/2023
Vice Chairman	Truelove Dairy	Truelove	Dixie	2014	2017, 2019, 2021	6/30/2023
Treasurer	Kelly and Bell	Bell	Mark	2017	2020	6/30/2022
Secretary	Brenau University	Westmoreland	Lila	2019	7/13/2021	6/30/2024
Appointed	Lake Lanier CVB	Dickson	Stacey			
Appointed	Vision 2030 / GHCC	Higgins	Elizabeth	2019		6/30/2022
Appointed	City of Gainesville - CVB	Lynch	Robyn	10/15/19 UE		6/30/2022
Appointed	Lanier Canoe & Kayak Club	O'Dell	Jim	2019		6/30/2022
Appointed	Lake Lanier Rowing Club	Gaspar	Jay	2019		6/30/2022
At Large	Brenau University	Barnett	David	2017	2020	6/30/2022
At Large	Hall County District Attorney Ofc	Greene	Julia	2019	7/13/2021	6/30/2024
At Large	Millard, Inc. Architects	Millard	Matt	2019		6/30/2021
At Large	The Guest House	Singh	Jay	2019		6/30/2022
At Large	Jackson EMC	Smith	Doug	2019		6/30/2022
At Large	Habersham County Government	Sutton	Phil	2014	2017, 2020	6/30/2022
At Large	Rochester and Associates	Rochester	Brian	2019		6/30/2022
At Large	Forum Communications	Williamson	Erin	2019	7/13/2021	6/30/2024
Ex-Officio	City of Gainesville	Dunagan	Danny	1/7/20 UE	1/19/2021 1/4/2022	1/17/2023
Ex Officio	U.S. Army Corp	Noe	Ernest	2020		
Ex Officio	City of Gainesville - P&R	Mattison	Kate			
Virtue of Position	LLOP Facilites/Water Sports Manager	Watson	James			
Virtue of Position	LLOP Special Events Manager	Larsen	Eric			

TERM: Three-Year Terms - (officers are limited to three consecutive two-year terms)
Initial terms were staggered beginning July 2013

CONTACT: James Watson
Interim LLOP Division Manager
P. O. Box 369, Gainesville 30503
404-683-1965
james@lakelanierolympicvenue.org

Meg Nivens
GHCC - Vision 2030
P.O. Box 374, Gainesville 30503
mnivens@ghcc.com

UPDATED: 1/6/22 ag



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: July 21, 2022
Date Submitted: July 25, 2022
Final Approval Date: July 27, 2022
Presenter: Sam Couvillon
Item of Business: Appointment: Metropolitan Planning Committee - Citizens Advisory Committee
Meeting Date: July 28, 2022

Purpose of Request:

The purpose of this request is to address the expired term position.

Facts & Issues / History & Background:

The MPO-CAC follows the guidelines of the City Charter and the Code of Ordinances as well as the bylaws of the committee. Members of the committee serve three-year terms. Berlinda Lipscomb confirmed a willingness to serve another term. The verification process has been completed.

Department Recommendation:

To consider the nominations as submitted by the Mayor.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. MPO-CAC Members
2. MPO-CAC Attendance Report

**Gainesville - Hall County
Metropolitan Planning Organization
Citizen Advisory Committee
(GHMPO-CAC)**

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Propes	Connie	7/5/2011	3/19/2013 8/18/2015 6/6/2017 6/16/2020	6/30/2023
Ward 2	Nordholz	Beverly	8/7/2018	6/16/2020	6/30/2023
Ward 3	Smith	Sammy	8/15/17 UE	6/16/2020	6/30/2023
Ward 4	Lipscomb	Berlinda	12/2/2003	4/3/2007 7/5/2011 3/19/2013 7/19/2016 6/18/2019	6/30/2022
Ward 5	Bush	William "Bill"	7/21/2020		6/30/2023

TERMS: Three year terms as of 6/6/17
Two year terms *Wards 2, 4, and 5 are 3 year terms

Part of Gainesville-Hall MPO
(GHMPO). The committee
consists of 19 appointees from
the member jurisdictions as

NOTES: follows:

- Braselton - 1
- Flowery Branch - 2
- Gainesville - 5
- Hall County - 8

CONTACT: *Primary: Joseph Boyd, Transportation Planning Director, jboyd@hallcounty.org
Sarah McQuade, Director, smcquade@hallcounty.org
Michael Haire, Transportation Planner, mhaire@hallcounty.org
Rusty Ligon, Community Development Director

UPDATED: 7/28/20 ag

From: [Joseph Boyd \(GHMPO\)](#)
To: [Alisa Grayson](#)
Subject: RE: MPO Citizens Advisory Committee Appointment
Date: Monday, May 23, 2022 9:46:24 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe..*****

Good Morning Alisa,

Sorry I am just getting back to you. Berlinda Lipscomb has been at every meeting we have had for this committee over the last two years. She is active and engaged and we hope that Gainesville considers her for another term on our Citizens Advisory Committee. My only other note would be that she is, by far, our longest serving committee member, having served since 2004 (when the MPO was created!).

Please let me know if you need anything else from us. Thanks!

Joseph Boyd, AICP

Transportation Planning Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org



From: Alisa Grayson <AGrayson@gainesvillega.gov>
Sent: Thursday, May 19, 2022 8:09 AM
To: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Subject: RE: MPO Citizens Advisory Committee Appointment

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Good morning Joseph,

I'm working to provide information to the Mayor to assist in his consideration when addressing the upcoming City appointed expiring term on the MPO-CAC. Part of this process includes an attendance record encompassing the past 2 years. Please provide this information along with any other information you wish to be considered as soon as practical (preferably by Wednesday, May 25). I'll be happy to assist with any questions/concerns you may have.

Thank you,

Alisa Grayson
Deputy City Clerk



+1.770.535.6865
www.gainesville.org

300 Henry Ward Way, Suite 303
Gainesville, Georgia 30501
P.O. Box 2496
Gainesville, Georgia 30503

From: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Sent: Thursday, March 31, 2022 10:55 AM
To: Alisa Grayson <AGrayson@gainesvillega.gov>
Subject: RE: MPO Citizens Advisory Committee Appointment

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Great – thanks Alisa!

Joseph Boyd, AICP

Transportation Planning Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org



From: Alisa Grayson <AGrayson@gainesvillega.gov>
Sent: Wednesday, March 30, 2022 10:16 AM
To: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Cc: Michael Haire (GHMPO) <mhaire@hallcounty.org>
Subject: RE: MPO Citizens Advisory Committee Appointment

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Hi Joseph;
Yes, the expiring term is on our schedule to be addressed in the near future prior to the 6/30/22 end term. I will be in contact with you for additional information that may be needed. In the meantime, if you have any questions/concerns, please do not hesitate to contact me.
Have a great day!

Alisa Grayson
Deputy City Clerk



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300 Henry Ward Way, Suite 303
Gainesville, Georgia 30501
P.O. Box 2496
Gainesville, Georgia 30503

From: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Sent: Monday, March 28, 2022 4:00 PM
To: Alisa Grayson <AGrayson@gainesvillega.gov>
Cc: Michael Haire (GHMPO) <mhaire@hallcounty.org>
Subject: MPO Citizens Advisory Committee Appointment

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Good Afternoon Alisa,

Hope you are well! Just wanted to reach out to let you know that our records are showing that Gainesville's appointment of Berlinda Lipscomb to the Gainesville-Hall MPO Citizens Advisory Committee will be expiring on June 30th of this year. Please let us know when/if the City reappoints her to another term (which would run from July 1, 2022 to June 30, 2025).

Let me know if you have any questions or need anything from MPO staff! Thanks.

Gainesville- Ward 4	Berlinda Lipscomb	3	12/2/2003	7/1/04-6/30/07 7/1/07-6/30/10 7/1/10-6/30/13 7/1/13-6/30/16 7/1/16-6/30/19 7/1/19-6/30/22	6/30/2022
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Joseph Boyd, AICP

Transportation Planning Director
Gainesville-Hall Metropolitan Planning Organization
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