



Mayor/Council Meeting Agenda
Tuesday, April 21, 2026, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS:

- A. Proclamation: Gainesville Safe Digging Month
- B. Proclamation: 2026 Georgia Cities Week

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Chattahoochee Golf Course Advisory Committee
 - Appoint Sam Hulsey
- B. Chicopee Woods Area Park Commission
 - Reappoint Emily "Sissy" Lawson
- C. Main Street Advisory Board
 - Appoint Aimee Hoecker

Minutes

- A. March 5-6, 2026 Council Retreat
- B. March 12, 2026 Work Session
- C. March 17, 2026 Mayor/Council Meeting

Resolutions

- A. BR-2026-11 Abandonment of City of Gainesville Owned Property on Harvey Street
- B. BR-2026-12 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Laquita H. Pethel
- C. BR-2026-13 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from New Town Florist Club, Inc.
- D. BR-2026-14 Ratification and Approval of the Housing Authority Multifamily Note (Governmental) (Lakeside at Harrison Village)

PUBLIC HEARING(S):

Community Development Items

A. BR-2026-15 Transmittal of the FY2025 Annual Update to the CIE

Annexation/Zoning Items

A. Request from **G2 Industrial Partners, LLC** to rezone a 1.1± acres tract located on the northeast corner of the intersection of Athens Street and Purina Drive (a/k/a **920 Purina Drive, SE; 937, 943 and 949 Athens Street, SE**) from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I). **Ward Number: Three**. Tax Parcel Number(s): 00-058-002-005 and 006; 01-058-002-005A. **Request: Existing light industrial uses.**

- Proposed Rezoning Ordinance 2026-11

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, April 20, 2026 8:25 AM



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 17, 2026
Date Submitted: March 17, 2026
Final Approval Date: April 21, 2026
Presenter: Zack Thompson
Item of Business: Proclamation: Gainesville Safe Digging Month
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to bring awareness and educate citizens of the importance of safe digging and the National 811 Notification System.

Facts & Issues / History & Background:

Attendees: Chris Rotalsky, Public Works Director
Brian Wiley, Public Works Engineering Project and Right of Way Manager

Department Recommendation:

Department Director:

Chris Rotalsky

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Safe Digging Month 04.2026



PROCLAMATION

WHEREAS, thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety; and

WHEREAS, in 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS, the Region 1, Lanier-Hall Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System and Georgia 811 in an effort to reduce these damages; and

WHEREAS, damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Gainesville can save time, money and help keep our infrastructure safe and connected.

NOW, THEREFORE, BE IT RESOLVED, that I, Zack Thompson, Mayor and the Gainesville City Council, do hereby proclaim the month of April, 2026 to be

“Gainesville Safe Digging Month”

and encourage contractors and homeowners throughout Gainesville, Georgia, to always contact 811 before digging. Safe digging is no accident!!

Presented this 21st day of April, 2026

**Zack Thompson, Mayor
City of Gainesville**



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 18, 2026
Date Submitted: March 18, 2026
Final Approval Date: April 21, 2026
Presenter: Zack Thompson
Item of Business: Proclamation: 2026 Georgia Cities Week
Meeting Date: April 21, 2026

Purpose of Request:

To declare April 20-25, 2026 Georgia Cities Week in the City of Gainesville.

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

Christina Santee

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Proclamation will be read aloud by Mayor Zack Thompson, but not presented to anyone.

Attachments:

1. 2026 Georgia Cities Week Proclamation

A RESOLUTION OF THE CITY OF GAINESVILLE RECOGNIZING GEORGIA CITIES WEEK, APRIL 20-25, 2026, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Gainesville, Georgia, that the City of Gainesville declares April 20-25, 2026, as Georgia Cities Week.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Gainesville, Georgia, that the City of Gainesville encourages all citizens, City government officials, and employees to do everything possible to ensure that the week is recognized and celebrated accordingly.

SO RESOLVED, this 21st day of April 2026



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Zack Thompson
Item of Business: Chattahoochee Golf Course Advisory Committee

- Appoint Sam Hulsey

Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to address the expired term position previously held by John W. "Jay" Jacobs, III.

Facts & Issues / History & Background:

CGCAC members serve three-year terms. They follow the guidelines as set forth in the City Charter, Code of Ordinances and Business Resolution 2010-23.

Sam Hulsey was recommended for appointment. He has confirmed a willingness to serve. The verification of outstanding debt process was completed with no concerns.

Department Recommendation:

To approve the nomination to appoint Sam Hulsey as submitted by the Mayor during the April 16, 2026, Work Session.

Department Director:

Zack Thompson

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Chattahoochee Golf Course Area Committee Members Local Appointments List_04102026031433

Chattahoochee Golf Course Advisory Committee

The purpose of this committee is to work with the Director of Golf to develop and implement a Master Plan for improvements to the golf course, to make recommendations to Council for an annual capital improvement plan, review proposed annual operating budgets and any other such duties as assigned by Council. The committee consists of ten members with five being nominated by the Chattahoochee Country Club. The term of office is three years. A member may be appointed to two three-year successive terms and continue to serve until a successor is appointed. This committee was created via resolution BR-2004-66 and reestablished June 22, 2010 via resolution BR-2010-23. The primary contact is the Director of Golf.

Term of Office: 3 years

Meetings: [See Meetings Calendar](#)

	Name:	Date Appointed:	Current Term Expiration Date:	
CCC Chairman	Stuart Moore	12/20/2023	12/19/2026	FILLED
City Council	John Wright	12/20/2023	12/19/2026	FILLED
City Council	Lee Rogers	04/21/2024	04/20/2027	FILLED
City Council	Will Hudson	10/02/2024	10/01/2027	FILLED
City Council	John W. "Jay" Jacobs, III	01/17/2023	1/17/2026	EXPIRED
City Council	Charley Nix	11/21/2023	11/21/2026	FILLED
City Council	Ryan Thompson	01/21/2026	11/21/2026	FILLED
City Council	Gary Palmer	11/21/2023	11/21/2026	FILLED
City Council	Cleve Brown	11/21/2023	11/21/2026	FILLED
Ex-Officio	Zack Thompson	01/06/2026	01/05/2027	FILLED
City Council	Cindy Wilson	10/02/2024	10/01/2027	FILLED

Created: 4/10/26 ds



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Zack Thompson
Item of Business: Chicopee Woods Area Park Commission

- Reappoint Emily "Sissy" Lawson

Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to address the expired term position held by Emily "Sissy" Lawson.

Facts & Issues / History & Background:

The Commission follows the guidelines of the City Charter and the Code of Ordinances. Members serve three-year term limits.

Mrs. Lawson has confirmed a willingness to serve another term. The outstanding debt verification process was completed with no concerns.

Department Recommendation:

To approve the nomination to reappoint Emily "Sissy" Lawson as submitted by the mayor during the April 16, 2026 Work Session.

Department Director:

Zack Thompson

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Chicopee Woods Area Park Commission Members Local Appointments List_04102026031756
2. Attendance Report: CWAPC May '23 - Feb '26

Chicopee Woods Area Park Commission

The purpose of this commission is to acquire, construct, equip, maintain, and operate a recreational center(s) and area(s), to include extensions and improvements of such facilities, so as to assure the efficient and proper development, maintenance, and operation of such recreational facilities and areas. The commission consists of eleven members: four appointed by the City of Gainesville, one of which is the Mayor or designee; two appointed by the Park Commission; and five appointed by the Hall County Commission, one of which is the Chairman or designee. The term of office is three years. Terms always expire on March 26th. The Commission is referenced in the Code Book. The primary contact is the Chairman of the Commission.

Term of Office: 3 years

	Name:	Date Appointed:	Current Term Expiration Date:	
Ex-Officio Hall County Representative	Jeff Stowe	01/01/2019	12/31/2030	FILLED
Ex-Officio Gainesville Representative	Juli Hayes	01/07/2026	01/05/2027	FILLED
CWAPC (1) / At-Large	John Girardeau	03/27/2025	03/26/2028	FILLED
County Commission (1) / Vice Chair	Lee Hemmer	03/27/2025	03/26/2028	FILLED
County Commission (3)	Adam Clark	03/27/2024	03/26/2027	FILLED
County Commission (3)	Keith Morris	03/27/2024	03/26/2027	FILLED
CWAPC (2) Secretary	Steve Gilliam	03/27/2023	03/26/2026	EXPIRED
City Council (1)	Kelly Lee	03/27/2025	03/26/2028	FILLED
City Council (2)	Emily D. (Sissy) Lawson	05/02/2023	03/26/2026	EXPIRED
City Council (3) Chairman	RK Whitehead	03/27/2024	03/26/2027	FILLED
County Commission (2)	Emily Bagwell	03/27/2023	03/26/2026	EXPIRED

Created: 4/10/26 ds

Commissioners = 11
 Quorum = 6

Chicopee Woods Area Park Commission
 2025-2026--AttendanceSheet

<u>Commissioner</u>	<u>Term Ends</u> 3.26	<u>Attend %</u>	20-May-25	26-Aug-25	18-Nov-25	17-Feb-26
RK Whitehead (Chair)	2027 (city)	100%	InPerson	InPerson	InPerson	InPerson
Kelly Lee	2028 (city)	100%	InPerson	InPerson	InPerson	InPerson
Sissy Lawson	2026 (city)	25%			Virtual	
Adam Clark	2027 (county)	75%	InPerson	InPerson	InPerson	
Keith Morris	2027 (county)	50%		Virtual		InPerson
Lee Hemmer	2028 (county)	100%	InPerson	InPerson	InPerson	InPerson
Emily Bagwell	2026 (county)	100%	InPerson	Virtual	Virtual	Virtual
John Girardeau	2028 (CWAPC)	100%	InPerson	InPerson	InPerson	InPerson
Steve Gilliam (Secretary)	2026 (CWAPC)	100%	InPerson	InPerson	Virtual	Virtual
Juli Hayes - (City)	n/a	100%	InPerson	InPerson	Virtual	Virtual
Jeff Stowe - (County)	n/a	50%			Virtual	InPerson
Other Attendees:						
CGC-GM/GC Chair			Lennie Holland	Lennie Holland	Lennie Holland	Lennie Holland
ENSC-Management			Sarah Bell	Sarah Bell	Sarah Bell	Sarah Bell
ENSC-Management				Amy Bradford	Amy Bradford	
ENSC-Preserve Manager			Chris Romberg	Chris Romberg	Chris Romberg	Chris Romberg
BikeTrails-Representative			Roger Lloyd	Roger Lloyd	Roger Lloyd	Tim Evans
LegalCounsel			Graham McKinnon	Graham McKinnon	Graham McKinnon	
Auditor					Kristi Griffin	

Commissioners = 11
 Quorum = 6

Chicopee Woods Area Park Commission
 2024-2025--AttendanceSheet

<u>Commissioner</u>	<u>Term Ends</u> 3.26	<u>Attend %</u>	21-May-24	27-Aug-24	19-Nov-24	18-Feb-25
RK Whitehead (Chair)	2027 (city)	100%	InPerson	InPerson	InPerson	InPerson
Kelly Lee	2025 (city)	75%	InPerson	InPerson		InPerson
Sissy Lawson	2026 (city)	100%	InPerson	Virtual	InPerson	InPerson
Adam Clark	2027 (county)	75%	InPerson	Virtual	InPerson	
Keith Morris	2027 (county)	75%	InPerson	InPerson	InPerson	
Jane Hemmer (Vice-Chair)	2025 (county)	100%	InPerson	InPerson	InPerson	InPerson
Emily Bagwell	2026 (county)	100%	InPerson	InPerson	InPerson	InPerson
John Girardeau	2025 (CWAPC)	100%	InPerson	InPerson	InPerson	InPerson
Steve Gilliam (Secretary)	2026 (CWAPC)	50%	InPerson			InPerson
Juli Hayes - (City)	n/a	100%	InPerson	InPerson	InPerson	InPerson
Jeff Stowe - (County)	n/a	75%	InPerson	InPerson	Virtual	
Other Attendees:						
CGC-GM/GC Chair			Lennie Holland		Lennie Holland	Lennie Holland
ENSC-Management			Sarah Bell	Sarah Bell	Sarah Bell	Sarah Bell
ENSC-Preserve Manager			Kristin Love	Kristin Love	Kristin Love	
BikeTrails-Representative			Lance Gardner	Lance Gardner	Lance Gardner	Roger Lloyd
LegalCounsel			Graham McKinnon	Graham McKinnon		Graham McKinnon
Auditor					Kristi Griffin	

Commissioners = 11
 Quorum = 6

Chicopee Woods Area Park Commission
 2023-2024--AttendanceSheet

<u>Commissioner</u>	<u>Term Ends</u> 3.26	<u>Attend %</u>	16-May-23	15-Aug-23	14-Nov-23	20-Feb-24
RK Whitehead (Chair)	2024 (city)	100%	InPerson	InPerson	InPerson	InPerson
Kelly Lee	2025 (city)	75%	InPerson		InPerson	InPerson
Sissy Lawson	2026 (city)	75%	Virtual	InPerson	InPerson	
Amanda Norton	2024 (county)	25%			InPerson	
Keith Morris	2024 (county)	75%	InPerson	InPerson	InPerson	
Jane Hemmer (Vice-Chair)	2025 (county)	100%	InPerson	InPerson	InPerson	InPerson
Emily Bagwell	2026 (county)	100%	InPerson	InPerson	InPerson	Virtual
John Girardeau	2025 (CWAPC)	75%		InPerson	InPerson	InPerson
Steve Gilliam (Secretary)	2026 (CWAPC)	75%	InPerson	InPerson	InPerson	
Juli Hayes - (City)	n/a	100%	n/a	n/a	n/a	InPerson
Jeff Stowe - (County)	n/a	75%		InPerson	InPerson	Virtual
Other Attendees:						
CGC-GM/GC Chair			Lennie Holland	Lennie Holland	Lennie Holland	Lennie Holland
ENSC-Management			Sarah Bell		Sarah Bell	Sarah Bell
ENSC-Management						
ENSC-Preserve Manager			Kristin Love	Kristin Love	Kristin Love	Kristin Love
BikeTrails-Representative			Lance Gardner	Lance Gardner		Lance Gardner
LegalCounsel			Graham McKinnon	Graham McKinnon		Graham McKinnon
Auditor					Kristi Griffin	



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Zack Thompson
Item of Business: Main Street Advisory Board

- Appoint Aimee Hoecker

Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to address the vacant position previously held by Eliana Bean.

Facts & Issues / History & Background:

The Main Street Board follows the guidelines as set forth in the City Charter and Code of Ordinances as well as Business Resolution 2010-02. Members serve two-year terms.

Eliana Bean resigned from the Board on December 1, 2025. Main Street Staff submitted a recommendation for Aimee Hoecker to be considered as a potential candidate to serve on the board. The outstanding debt verification process was completed with no concerns.

Department Recommendation:

To approve the nomination to appoint Aimee Hoecker as submitted by the Mayor during the April 16, 2026, Work Session.

Department Director:

Zack Thompson

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Main Street Advisory Board Members - Local Appointments List_03162026123308

Main Street Advisory Board

Overview

The Mayor and Gainesville City Council appoint members to a Main Street Advisory Board to guide the Main Street manager. The goal of this organization is to preserve our resources, encourage business growth, historic preservation and to bring more awareness to the Downtown area. The board consists of seven members and one ex-officio member. All Directors shall assume their office/duties in July of each year (except for the initial board). The term of office is two years. There is no limit on the amount of terms a member may serve. The primary contact is the Main Street Manager and Communications Director. The Board was formed by Business Resolution 2010-02.

Term of Office: 2 years

	Name:	Date Appointed:	Current Term Expiration Date:	
Post 1	Andrew Elliott	07/01/2025	06/30/2027	FILLED
Post 2 Vice-Chair	Claude Tatro, Jr.	07/01/2025	06/30/2027	FILLED
Post 3	Lila Weaver	10/08/2025	06/30/2027	FILLED
Post 4	Jillian Ledford	03/19/2025	06/30/2026	FILLED
Post 5	Vacant	12/02/2025	06/30/2026	VACANT
Post 6 Chair	Pamela Williams-Lime	07/01/2024	06/30/2026	FILLED
Post 7	Connie Rock	07/01/2024	06/30/2026	FILLED
Ex Officio	Abigail Guzman	01/07/2026	01/05/2027	FILLED

3/16/26 ds



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 21, 2026
Final Approval Date: April 21, 2026
Presenter: Alisa Grayson, City Clerk
Item of Business: March 5-6, 2026 Council Retreat
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

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:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 30, 2025
Date Submitted: April 21, 2026
Final Approval Date: April 21, 2026
Presenter: Alisa Grayson, City Clerk
Item of Business: March 12, 2026 Work Session
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

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:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 30, 2025
Date Submitted: April 21, 2026
Final Approval Date: April 21, 2026
Presenter: Alisa Grayson, City Clerk
Item of Business: March 17, 2026 Mayor/Council Meeting
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

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:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2026-11 Abandonment of City of Gainesville Owned Property on Harvey Street
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to authorize the removal of Harvey Street from the municipal street system to allow for the incorporation of the property into the Parks and recreation system.

Facts & Issues / History & Background:

Department Recommendation:

Adopt the resolution.

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. BR-2026-11: Abandonment of City of Gainesville Owned Property on Harvey Street
2. Attachment Exhibit A and B
3. Back up Documentation

RESOLUTION BR-2026-11

**ABANDONMENT OF CITY OF GAINESVILLE, GEORGIA – OWNED PROPERTY
ON HARVEY STREET**

WHEREAS, pursuant to O.C.G.A. Sec. 32-7-1 et seq., the City of Gainesville hereby deems it to be in the public interest to abandon a portion of the public roads within its jurisdiction known as Harvey Street, as more specifically set forth in the plat attached hereto as Exhibit “A,” and as more specifically described in the legal description attached hereto as Exhibit “B” (hereinafter referred to as “the Property”); and

WHEREAS, the removal of the Property from the municipal street system is in the best public interest, as it will allow for the incorporation of the Property into the City’s parks and recreation system; and

WHEREAS, the City provided notice of the proposed abandonment to property owners located adjacent to the Property; and

WHEREAS, the City hereby certifies and declares the Property to be abandoned and no longer part of the municipal street system; and

WHEREAS, the rights of the public in and to the Property as a public road shall cease, and the Property shall be incorporated into the City’s parks and recreation system.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the abandonment of the Property as part of the municipal street system and hereby incorporates the Property into the City’s parks and recreation system and authorizes the Mayor, the City Manager, and the City Attorney to execute such documents that may be necessary to effectuate the terms set forth in this Resolution.

Adopted this ____ day of April 2026.

Zack Thompson, 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:

Alisa Grayson, City Clerk

Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 136, 9th Land District, City of Gainesville, Hall County, Georgia, containing 0.060 acres, more or less, and being depicted as "Harvey Street 30' R/W Unopened" on a Retracement/Topographic Survey for The City of Gainesville by Justin M. Jones, GRLS No. 3638, dated February 10, 2026, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a PK nail set at the centerline of the intersection of Desota Street (no right of way specified) and Harvey Street (30 foot right of way) thence running South 74 degrees 17 minutes 24 seconds East a distance of 27.55 feet to a PK nail set on the southeast side of a concrete walk, said PK nail being the TRUE POINT OF BEGINNING; thence leaving said concrete walk and running along the property of Newtown Florist Club, now or formerly, South 28 degrees 07 minutes 44 seconds East a distance of 86.85 feet to a one-half inch rebar set; thence running along the property of S.A. Recycling, LLC, now or formerly, South 58 degrees 08 minutes 01 seconds West a distance of 30.06 feet to a one-half inch rebar set; thence running along the property of T.J. Perry et al., now or formerly, North 28 degrees 07 minutes 44 seconds West a distance of 87.84 feet to an "X" scribed in concrete on the southeast side of a concrete walk; thence running along said concrete walk North 60 degrees 00 minutes 38 seconds East a distance of 30.02 feet to a PK nail set and the TRUE POINT OF BEGINNING.

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

R. DAVID SYFAN
THOMAS L. FITZGERALD
THOMAS D. CALKINS
ABBOTT S. HAYES, JR.
PAUL B. SMART
JASON A. DEAN
T. WESLEY ROBINSON
JESSICA M. LUND
VANESSA E. SYKES
MONICA B. HATFIELD
AMANDA L. WARD
EMMA S. COURTNEY
CAROLINE M. CAPPS

ATTORNEYS AT LAW

E.D. KENYON
(1890-1981)
SAMUEL L. OLIVER
(1942-2011)

JULIUS M. HULSEY
(RETIRED)
JAMES E. MAHAR, JR.
(RETIRED)

March 12, 2026

VIA CERTIFIED USPS MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS USPS MAIL

New Town Florist Club, Inc.
Rose Johnson, Registered Agent
1064 DeSota St.
Gainesville, GA 30501

T.J. Perry a/k/a Tommie Perry
1098 Desota Dr. SE
Gainesville, GA 30501

SA Recycling, LLC
Corporation Service Company, Registered Agent
2 Sun Ct., Suite 400
Peachtree Corners, GA 30092

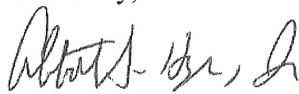
Dear Adjoining Property Owners:

I am an attorney for the City of Gainesville (“the City”). I am writing to you regarding a portion of the public roads within the City’s jurisdiction known as .060 acres on Harvey Street, as more specifically set forth in the survey attached hereto as Exhibit “A,” and as more specifically described in the legal description attached hereto as Exhibit “B” (hereinafter referred to as “the Property”). The City intends to abandon the Property and remove the Property from the municipal street system, as it is in the best public interest to allow for the incorporation of the Property into the City’s parks and recreation system. As you are located adjacent to the Property, I am providing you, on behalf of the City, with notice of the proposed abandonment of the Property as a public road. The governing body of the City intends to consider and potentially proceed with the abandonment at its regular meeting at 5:30 p.m. on April 21, 2026 at the City Public Safety Complex Municipal Court Room, located at 701 Queen City Parkway, Gainesville, Georgia 30501.

Enclosures

CC: Jessica Tullar (via e-mail)
Angela Sheppard (via e-mail)
Alisa Grayson (via e-mail)
Kate Mattison (via e-mail)
Bryan Lackey (via e-mail)
Matt Tarver (via e-mail)

Sincerely,


Abbott S. Hayes, Jr.



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Jessica Tullar, Neighborhood Development Manager
Item of Business: BR-2026-12 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Laquita H. Pethel
Meeting Date: April 21, 2026

Purpose of Request:

To present a resolution establishing just compensation for the CDBG Program as it relates to the Laquita H. Pethel (Hilton Drive) Property.

Facts & Issues / History & Background:

The City of Gainesville is designated as an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program. All CDBG-funded activities must meet one of three following National Objectives of the CDBG program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need. Multiple properties have been identified for acquisition under the CDBG Program for public facilities/infrastructure to serve different low- to moderate-income areas, and thereby, meet the national objective of benefiting low- and moderate-income persons. The intent is to acquire the properties using CDBG funds and then transfer them to the Gainesville Parks and Recreation Agency for use as parks, trails, and greenspace.

Each of the selected properties has been appraised by a certified real property appraiser. Additionally, each respective property owner has accepted the value as just compensation and executed a Purchase and Sale Agreement.

Department Recommendation:

Adopt the resolution.

Department Director:

Rusty Ligon

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

Yes, CDBG-2023 (Resolution GR-2023-04) and CDBG-2024 (Resolution GR-2024-06).

Administrative Comments:

Amount of Funds: \$70,000

Source of Funds: CDBG-2023 (Resolution GR-2023-04) and CDBG-2024 (Resolution GR-2024-06) Grant Funds

Attachments:

1. BR-2026-12: Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Laquita H. Pethel

2. Exhibit A: CDBG Just Compensation - Pethel PSA

RESOLUTION BR-2026-12

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND
AUTHORIZING PROPERTY ACQUISITIONS FROM LAQUITA H. PETHEL**

WHEREAS, the City of Gainesville is designated an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program; and

WHEREAS, all CDBG funded activities must meet one of three following National Objectives of the *CDBG* program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need; and

WHEREAS, staff has identified for acquisition under the CDBG Program selected properties as a means to meet the national objective of benefiting low- and moderate-income persons, and one of the said select properties is listed below; and

PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER	JUST COMPENSATION
Laquita Pethel	0 Hilton Drive	01127 003029A	\$70,000

WHEREAS, each of the selected properties has been appraised by a certified real property appraiser, and each respective property owner has accepted the value as just compensation; and

WHEREAS, the property owned by Laquita H. Pethel (“Pethel”), as more particularly described in the Exhibit “A” to the attached Real Estate Purchase and Sale Agreement with an Effective Date of January 16, 2026 (said real property hereinafter referred to as “the Pethel Property” and said Agreement hereinafter referred to as “the Pethel PSA”), will be used by the City to provide for expanded recreational opportunities for the public; and

WHEREAS, the governing body for the City desires to purchase the Pethel Property as set forth in the Pethel PSA.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the establishment of Just Compensation as noted above in this resolution.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville does hereby approve and ratify the Pethel PSA and does hereby authorize the purchase of the Pethel Property and directs the Mayor, the City Manager and/or the City Attorney to execute such documents and agreements that may be necessary to complete the closing of the purchase of the Pethel Property as set forth in the Pethel PSA.

Adopted this ____ day of April, 2026.

Zack Thompson, Mayor

RESOLUTION BR-2026-12

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND
AUTHORIZING PROPERTY ACQUISITIONS FROM LAQUITA H. PETHEL**

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:

Alisa Grayson, City Clerk

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Laquita H. Pethel (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, being tax parcel number 01127 003029A; and more particularly described as follows:

See real property described in Exhibit "A." The real property described in Exhibit "A" is hereinafter referred to as "the Property."

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be Seventy Thousand and no/100 (70,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 INTENTIONALLY DELETED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Seller.

1.6 Inspection Period. Purchaser, at Purchaser's sole cost and expense shall have the right to conduct an inspection of the Property for a period from the effective date, through and including that date which is ninety (90) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to Purchaser's use of the Property. During the Inspection Period, and thereafter if Purchaser does not terminate this Agreement, Seller shall give Purchaser and Purchaser's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for Purchaser to determine if the Property is satisfactory for Purchaser's intended use

All inspections conducted by Purchaser pursuant to this Contract shall be non-invasive in nature, and shall not include any invasive Phase II or other sampling or testing unless otherwise agreed to in writing by Seller, subject to Seller's review and approval of a proposed scope of work for such activities, which may be granted or withheld at Seller's sole discretion. Purchaser shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against Seller as a result of Purchaser's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its Representatives through the date of Closing and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Contract.

"AS IS" PURCHASE

To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including,

without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

1.7 Right of Termination. If Purchaser discovers any matter during the Inspection Period that is unacceptable to Purchaser for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by giving Seller written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If Purchaser fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement. If the Purchaser provides the Termination Notice prior to the expiration of the Inspection Period, the parties shall have no further right or obligation hereunder; provided however, Purchaser shall be obligated to comply with its restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2nd) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

1.9 Condition of Property. Seller represent that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via general warranty deed. Seller agrees to remove all personal property from the buildings located on the Property prior to closing and deliver broom clean buildings to Purchaser at closing.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property during the Inspection Period. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than ten (10) days after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer,

electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement. Seller shall not extend any lease of the billboard on the Property past the closing.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.21 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) General Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.22 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. Seller shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.25 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the

event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.28 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. See information as to brokers and commissions attached hereto as Exhibit "B."

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall

be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City: City of Gainesville
 Attention: Jessica Tullar
 311 Henry Ward Way
 Gainesville, GA 30501
 Phone: (770) 531-6574
 Email: jtullar@gainesvillega.gov

With a copy to: Hulsey, Oliver and Mahar, LLP
 Attention: Abbott S. Hayes, Jr.
 200 E. E. Butler Parkway
 Gainesville, GA 30501
 Phone: 770-532-6312
 Email: ash@homlaw.com

If to Seller: Laquita Pethel



1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Purchaser and Seller shall execute and deliver such

certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control: None.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF GAINESVILLE

By: [Signature]
Bryan Lackey, City Manager

Attest: [Signature]
Alisa Grayson, City Clerk

Date: 1/12/2026



CITY SEAL

Approved as to form: [Signature]
Abbott Swift Hayes, Jr.

Date: 1/16/2026

By: [Signature]
Laquita H. Pethel

Date: 1-16-26

4931-6746-3812

EXHIBIT 'A'

TRACT 2

all those lots, tracts and parcels of land lying situate and being in land lots 158 and 169 of the 9th Land District of Hall County, Georgia, a portion of which is in the City of Gainesville, Georgia, being 26.93 acres as shown by a plat entitled, "Plat for Jim Dehal", prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor dated January 28, 1980, a copy of which plat is recorded in Plat Book 127, page 110, Hall County, Georgia Plat Records and is by reference made a part hereof.

Said property is conveyed subject to sever^{ance} assessments as set forth in a Warranty Deed from Frank Morris and Morris-Smith Buick-GMC to William D. Brunstad, Nominee, dated the 16th day of September, 1982, recorded in Deed Book 771, pages 605-613, Hall County, Georgia Deed Records, and a split interest ~~to be set~~ in a ~~split interest agreement between~~ ~~Frank Morris, Morris-Smith Buick-GMC, and Bill-Mat Spier, Jr., dated 12/16/1982.~~
 This is a portion of that property conveyed by two deeds from Ethel Stringer the first being a deed dated January 29, 1981 from Ethel Stringer to Morris-Smith Buick-GMC, Inc. recorded in Deed Book 733, page 504, Hall County, Georgia Deed Records and the second being a deed from Ethel Stringer to Frank Morris dated January 29, 1981, recorded in Deed Book 733, page 507, Hall County, Georgia Deed Records.



EXHIBIT TO AGREEMENT
EXHIBIT " B "



2026 Printing

This Exhibit is part of the Agreement with an Offer Date of 1/12/2026 for the purchase and sale and / or lease of that certain Property known as: tax parcel 01127 003029A, Gainesville, Georgia 30501.

NOTE: The following language is furnished by the parties and is particular to this transaction!

Seller is represented by Chris McCall Realty.

Purchaser is represented by Don Carter Realty.

Commission of 10% of purchase price shall be paid by the Seller at closing. 5% shall be paid to the Seller's agent and 5% shall be paid to the Purchaser's agent.

Buyer's / Tenant's Initials: _____

Seller's / Landlord's Initials: LP

Chris McCall Realty

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F804, Exhibit to Agreement, 01/01/26



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2026-13 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from New Town Florist Club, Inc.
Meeting Date: April 21, 2026

Purpose of Request:

To present a resolution establishing just compensation for the CDBG Program as it relates to the New Town Florist Club, Inc. (1112 Desota Street) Property.

Facts & Issues / History & Background:

The City of Gainesville is designated as an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program. All CDBG-funded activities must meet one of three following National Objectives of the CDBG program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need. Multiple properties have been identified for acquisition under the CDBG Program for public facilities/infrastructure to serve different low- to moderate-income areas, and thereby, meet the national objective of benefiting low- and moderate-income persons. The intent is to acquire the properties using CDBG funds and then transfer them to the Gainesville Parks and Recreation Agency for use as parks, trails, and greenspace.

Each of the selected properties has been appraised by a certified real property appraiser. Additionally, each respective property owner has accepted the value as just compensation and executed a Purchase and Sale Agreement.

Department Recommendation:

Approve the resolution.

Department Director:

Rusty Ligon

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

Amount Requested: \$48,000

Sources of Funds:

CDBG-2023 (Resolution GR-2023-04) and CDBG-2024 (Resolution GR-2024-06) Grant Funds

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2026-13: Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from the New Town Florist Club, Inc.

2. Exhibit A: CDBG Just Compensation - New Town PSA

RESOLUTION BR-2026-13

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND
AUTHORIZING PROPERTY ACQUISITIONS FROM NEW TOWN FLORIST CLUB, INC.**

WHEREAS, the City of Gainesville is designated an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program; and

WHEREAS, all CDBG funded activities must meet one of three following National Objectives of the *CDBG* program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need; and

WHEREAS, staff has identified for acquisition under the CDBG Program selected properties as a means to meet the national objective of benefiting low- and moderate-income persons, and one of the said select properties is listed below; and

PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER	JUST COMPENSATION
Newtown Florist Club	1112 Desota Street	01060 003001	\$48,000

WHEREAS, each of the selected properties has been appraised by a certified real property appraiser, and each respective property owner has accepted the value as just compensation; and

WHEREAS, the property owned by New Town Florist Club, Inc. (“New Town”), as more particularly described in the Exhibit “A” to the attached Real Estate Purchase and Sale Agreement with an Effective Date of January 2, 2026 (said real property hereinafter referred to as “the New Town Property” and said Agreement hereinafter referred to as “the New Town PSA”), will be used by the City to provide for expanded recreational opportunities for the public; and

WHEREAS, the governing body for the City desires to purchase the New Town Property as set forth in the New Town PSA.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the establishment of Just Compensation as noted above in this resolution.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville does hereby approve and ratify the New Town PSA and does hereby authorize the purchase of the New Town Property and directs the Mayor, the City Manager and/or the City Attorney to execute such documents and agreements that may be necessary to complete the closing of the purchase of the New Town Property as set forth in the New Town PSA.

Adopted this ____ day of April, 2026.

Zack Thompson, Mayor

RESOLUTION BR-2026-13

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND
AUTHORIZING PROPERTY ACQUISITIONS FROM NEW TOWN FLORIST CLUB, INC.**

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:

Alisa Grayson, City Clerk

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between New Town Florist Club, Inc., a domestic nonprofit corporation of the State of Georgia (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, being tax parcel number 01060 003001; and more particularly described as follows:

See real property described in Exhibit "A." The real property described in Exhibit "A" is hereinafter referred to as "the Property."

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be Forty-Eight Thousand and no/100 (48,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 INTENTIONALLY DELETED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Seller.

1.6 Inspection Period. Purchaser, at Purchaser's sole cost and expense shall have the right to conduct an inspection of the Property for a period from the effective date, through and including that date which is ninety (90) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to Purchaser's use of the Property. During the Inspection Period, and thereafter if Purchaser does not terminate this Agreement, Seller shall give Purchaser and Purchaser's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for Purchaser to determine if the Property is satisfactory for Purchaser's intended use

All inspections conducted by Purchaser pursuant to this Contract shall be non-invasive in nature, and shall not include any invasive Phase II or other sampling or testing unless otherwise agreed to in writing by Seller, subject to Seller's review and approval of a proposed scope of work for such activities, which may be granted or withheld at Seller's sole discretion. Purchaser shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against Seller as a result of Purchaser's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its Representatives through the date of Closing and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Contract.

"AS IS" PURCHASE

To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including,

without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

1.7 Right of Termination. If Purchaser discovers any matter during the Inspection Period that is unacceptable to Purchaser for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by giving Seller written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If Purchaser fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement. If the Purchaser provides the Termination Notice prior to the expiration of the Inspection Period, the parties shall have no further right or obligation hereunder; provided however, Purchaser shall be obligated to comply with its restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2nd) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

1.9 Condition of Property. Seller represent that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via general warranty deed. Seller agrees to remove all personal property from the buildings located on the Property prior to closing and deliver broom clean buildings to Purchaser at closing.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property during the Inspection Period. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than ten (10) days after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer,

electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement. Seller shall not extend any lease of the billboard on the Property past the closing.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.21 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) General Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.22 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. Seller shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.25 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the

event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.28 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. Purchaser and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City: City of Gainesville
 Attention: Jessica Tullar
 311 Henry Ward Way
 Gainesville, GA 30501
 Phone: (770) 531-6574
 Email: jtullar@gainesvillega.gov

With a copy to: Hulseley, Oliver and Mahar, LLP
 Attention: Abbott S. Hayes, Jr.
 200 E. E. Butler Parkway
 Gainesville, GA 30501
 Phone: 770-532-6312
 Email: ash@homlaw.com

If to Seller: New Town Florist Club, Inc.
 Attention: Rosetta Johnson Mackey, Executive Director
 1064 Desota St.
 Gainesville, GA 30501
 Phone: 770-718-1343
 Email: newtown193@gmail.com

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control:

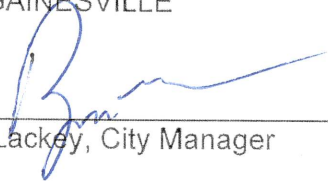
- (a) Seller shall provide such quitclaim deeds as are necessary to clear any title issues relating to the vesting deed into Seller not including Seller's legal corporate name.

(b) During the Inspection Period, Seller and Purchaser shall work together in good faith to include a use restriction limiting uses to a park, greenspace, and/or community garden, as well as to recognize the Wilkins family via signage on the Property.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

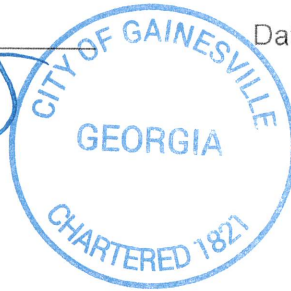
CITY OF GAINESVILLE

By: 
Bryan Lackey, City Manager

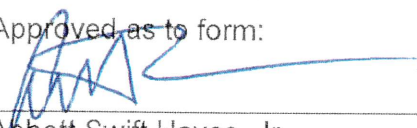
Attest: 
Alisa Grayson, City Clerk

Date: 1/12/2024

CITY SEAL

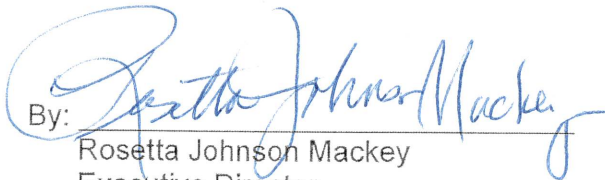


Approved as to form:


Abbott Swift Hayes, Jr.

Date: 12-31-25

NEW TOWN FLORIST CLUB, INC.

By: 
Rosetta Johnson Mackey
Executive Director

Date: January 9, 2026

4931-6746-3812

Return to: ↓
Newtown Florist Club
1064 Desota Street
Gainesville, GA 30501

000388

HALL COUNTY, Georgia
Real Estate Transfer Tax

QUIT CLAIM DEED

Paid \$ —0—

Date 7-11-11

Charles Baker
Superior Court Clerk

By JW

PT61 069-2011-004015

STATE OF GEORGIA
COUNTY OF HALL

012641

THIS INDENTURE made this ^{11th} day of July, 2011, between Clyde Wilkins, Grantor and the Newtown Florist Club, Grantee. *Betty S. Wilkins*

WHEREVER, there is a reference herein to the Grantor and the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assign of the parties hereto.

WITNESSED, Grantor, for and in consideration of TEN DOLLARS (\$10.00) AND VALUABLE CONSIDERATION received at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUITCLAIM unto Grantee the following described property:

All that tract or parcel of land, lying and being partly within and partly without the corporate limits of the City of Gainesville, Hall County, Georgia, and being lot no. 54 of the tract of land known as the J.W. Smith or McBride Tract, and more fully described as follows:

Beginning at the intersection of the southeast side of Desota Street and the northeast side of Harvey Street, and running thence northeast along the southeast side of Desota Street 50 feet, thence southeast 85 feet, more or less, to the right-of-way of the Southern Railway; thence southwest along the northwest line of Said right-of-way 50 feet to Harvey Street; thence northwest along the northeast side of Harvey street 86 feet, more or less, to the corner and point of beginning; being improved property known as no. 902 Desota Street, Gainesville, GA 30501.

TO HAVE AND TO HOLD the said tract or parcel of land to Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid tract or parcel of land or appurtenances, or any rights thereof.

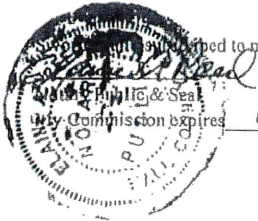
IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the day and year above written.

Signed, sealed and delivered this 7th day of July 2011 in the presence of:

Jeanette Cage
Witness

Betty S. Wilkins
Betty Wilkins

Clyde Wilkins
Clyde Wilkins



Witnessed to me this 11 day of July, 2011.

MY COMMISSION EXPIRES
JULY 22, 2012

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 11 day of July
20 11 at 12:08 Pm. Recorded in Deed
Book 6960 Page(s) 388-390
Charles Baker, Clerk By JW

EXHIBIT A



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2026-14 Ratification and Approval of the Housing Authority Multifamily Note (Governmental) (Lakeside at Harrison Village)
Meeting Date: April 21, 2026

Purpose of Request:

The purpose of this request is to present a proposed resolution seeking the Mayor's approval of the Housing Authority Multifamily Note in accordance with Treasury Regulations.

Facts & Issues / History & Background:

The Gainesville Housing Authority is planning to issue bonds to facilitate financing in connection with an affordable housing development. A TEFRA hearing was held. Neither the City nor the Gainesville Housing Authority will have any liability or financial obligations related to the bond issuance.

Department Recommendation:

Adopt the resolution.

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. BR-2026-14: Ratification and Approval of the Housing Authority Multifamily Note (Governmental) (Lakeside at Harrison Village)
2. Attachment: Certificate of Hearing Officer (TEFRA) - LAKESIDE AT HARRISON
3. Attachment: Gainesville Mayor TEFRA Approval Lakeside at Harrison Village

RESOLUTION BR-2026-14

**RATIFICATION AND APPROVAL OF THE HOUSING AUTHORITY MULTIFAMILY NOTE
(GOVERNMENTAL) (LAKESIDE AT HARRISON VILLAGE)**

WHEREAS, the Housing Authority of the City of Gainesville (the “Authority”) is planning to issue its not to exceed \$30,000,000 aggregate principal amount of the Housing Authority of the City of Gainesville Multifamily Note (Governmental) (Lakeside at Harrison Village) to assist in the financing of the costs of acquisition, construction, renovation, and equipping of an existing affordable multifamily housing facility to be known as Lakeside at Harrison Village Apartments, containing approximately 100 units (the “Project”); and

WHEREAS, the attached Certificate shows that a TEFRA hearing was held related to the Project by the Authority on March 19, 2026; and

WHEREAS, following the TEFRA hearing, the Authority asked that the Mayor of the City of Gainesville execute the attached Approval, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the execution by the Mayor of the attached Approval. The governmental note shall not ever represent or constitute a debt or pledge of the faith and credit or the taxing power of the City of Gainesville, Georgia.

Adopted this ____ day of April, 2026.

Zack Thompson, 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:

Alisa Grayson, City Clerk

**CERTIFICATE OF HEARING OFFICER ON BEHALF OF
THE HOUSING AUTHORITY OF THE CITY OF GAINESVILLE, GEORGIA
REGARDING PUBLIC HEARING**

The undersigned Hearing Officer on behalf of the Housing Authority of the City of Gainesville, Georgia (the "Authority") HEREBY CERTIFIES as follows:

(1) A Public Hearing was duly held on March 19, 2026 at 10:00 a.m., pursuant to proper notice given in accordance with law as to the time and place of this hearing prior to such hearing. The hearing was open to the public. The time of the hearing and use of the toll free teleconference and/or videoconference provided a reasonable opportunity for persons of differing views to be heard through the use of:

Teleconference by dialing:

(877) 815-1864 (US Toll Free)
Conference ID: 744 429 787#

Or Microsoft Teams videoconference via the internet by visiting:

<https://teams.microsoft.com/meet/22192028429233?p=INC4SfNdX4E1X7fLRV>
Meeting ID: 221 920 284 292 33
Passcode: DV3z2fH6

(2) The Hearing Officer announced the commencement of the public hearing on the application of Lakeside at Harrison Village II, LLC, a Kentucky limited liability company (the "Borrower"), and that the Authority had caused the publication of a notice at least seven (7) days prior to the hearing in *The Times*, a newspaper being the county organ and having general circulation in the City of Gainesville, Hall County, Georgia (the "Notice"). A copy of the Notice has been filed and appears of record in the Minute Book of the Authority and is attached hereto together with an affidavit of publication as Exhibit "A".

(3) During the hearing, no persons asked to be heard with respect to the granting by the Authority of the financial assistance requested by the Borrower and the financing of the Project referred to in the Notice. Therefore, no comments or objections were voiced by anyone.

No one else having appeared to speak on the matter, the Hearing Officer declared the public meeting closed at 10:30 a.m.

(4) Based on the results of the hearing, it is the recommendation of the undersigned on the behalf of the Authority that the Mayor and the Council of the City of Gainesville approve the issuance of the Bonds to the extent required by Section 147(f) of the Internal Revenue Code, as amended.

Signed and submitted on behalf of the Authority this 19th day of March, 2026.



I. STEWART DUGGAN
Georgia Bar No.: 232207
Hearing Officer

AFFIDAVIT OF PUBLICATION

State of Georgia

County of Hall

Personally appeared before the undersigned, Stephanie Woody, who having been duly sworn, on oath, says that she is the Group Publisher of THE TIMES, FORSYTH COUNTY NEWS, and DAWSON COUNTY NEWS, and that the Advertisement was Published in THE TIMES:

Ad# 157754

Public Hearings

Housing Authority of the City of Gainesville

Published: The Times: 3/11/2026

Stephanie Woody
Stephanie Woody, Affiant
Verified X

Sworn to and Subscribed before me
This 11th day of March, 2026

Jacqueline Wildes
Notary Public



Name: Maria Daniela Ramirez Leon
 Address: 3746 Tall Pine Way Gainesville, GA 30507
 Phone: 515-257-3490
 Email: mdrleon21@gmail.com
157410 3/4, 11, 18, 25

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
 In re the Name Change of Mina Alison Murdoch Lettice, Petitioner
 Civil Action File No. 2026CV000371

NOTICE OF PETITION TO CHANGE NAME

An action was filed in the Superior Court of Hall County on 04/3/2026, to change the Petitioner's name as follows:
 Petitioner's name Mina Lettice
 Desired new name Myna Alison Murdoch Mckibbon
 Any interested party has the right to appear in this case and file objections before the final judgment is ordered in this case.
 Dated: 04/3/2026
 Mina Lettice
 Petitioner, Pro se
 NAME: Mina Lettice
 Address: 6075 Ben Parks Road Murrayville, GA 30564
 Phone: 239-877-1676
 Email: minallettice@gmail.com
157859 3/11, 18, 25, 4/1

at 7:00 p.m. and the Buford City Commission will meet on Monday, April 6, 2026 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a special use permit at 942 Gainesville Highway for Thomas Lin. The special use permit requested is to allow a used car lot and automotive repair.
156950 2/18, 25, 3/4, 11, 18, 25

STATE BOARD MEMBER TO HOLD PUBLIC HEARING March 17, 2026

Rich Valladares to Host State Board of Education Seventh District Public Hearing

The State Board of Education will hold a public hearing for citizens in the Seventh Congressional District on Tuesday, March 17, 2026. The meeting will be held from 7:00 p.m. – 8:00 p.m. at Lumpkin County Schools, Central Office, 56 Indian Dr., Dahlonega, GA 30533
 The purpose of the hearing is to hear comments from interested citizens and educators within the congressional district regarding the performance and problems of public education. People wishing to speak should sign in upon arrival.
 The Georgia Department of Education does not discriminate based on disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need assistance or auxiliary aids for participation in this public forum are invited to make their needs known to Geraldine Price at gprice@doe.k12.ga.us no later than 72 hours before the scheduled event.
157196 3/4, 3/11

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS FOR RIGHT-OF-WAY ABANDONMENT FOR SECTION OF RAMSEY ROAD
 Notice is hereby given that the Hall County Board of Commissioners shall conduct public hearings during the regular meeting of the Board beginning at 6:00 P.M. on Thursday, April 9, 2026 at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia, to consider a road right-of-way abandonment application for a section of Ramsey Road.

The subject road right-of-way section extends approximately one thousand four hundred (1,400+/-) feet along the existing right-of-way from the intersection with Dunlap Stainless, Inc driveway. The proposed reconfiguration of Ramsey Road would have access from SR 365 only to a cul-de-sac.
 Additional maps and information are available at the Hall County Engineering Department located at 2875 Browns Bridge Road, Gainesville, Georgia 30504. The Engineering Department may be reached by telephone, (770) 531-6800, between the hours of 8:00 A.M and 5:00 P.M. Monday through Friday.
157417 3/4, 11

PUBLIC NOTICE

The Braselton Planning Commission will hold a Public Hearing on Monday, March 23, 2026, at 6 p.m. and the Braselton Mayor and Council will hold a Public Hearing on Monday, April 13, 2026, at 4 p.m. on the following items:
Application # 25-05-RZ
 Application for a Planned Unit Development Major Revision from Big Muff, LLC on property owned by Braselton Vista Partners, LLC. The property is identified as Hall County Tax Parcel 15041 000135A and 15041 000135 (portion). The approximate area of the subject property is 3.08 acres. The intent of the application is to revise the existing Planned Unit Development plan to construct a 16,250 s.f. building for retail use.
Amendments to the Town of Braselton Development Code
 6.13 – Fences and Walls
 The Braselton Mayor and Council will hold a Public Hearing on Monday, April 13, 2026, at 4 p.m. on the following items:
Application # 25-02-SU
 Application for a conditional use approval from BK Holdings Group on property owned by B17, LLC. The property is identified as Jackson County Tax Parcel

B03 075 (located on Chardonnay Trace) and is approximately 17.6 acres. The property is currently zoned General Commercial (G-C). The applicant requests a Special Use approval to permit a boat and recreational vehicle storage facility.
Application #25-06-VAR (Attached to application #25-02-SU)
 The applicant for application #25-02-SU is seeking a variance from the following requirements of the Town of Braselton Development Code:
 1. 6.17.B (Parking Requirements) to reduce the minimum required amount of vehicle parking spaces to zero.
 2. 6.11 (Tree planting requirements in parking lots).
 COPIES OF THE APPLICATION MAY BE VIEWED OR DOWNLOADED AT: https://www.braselton.net/government/town_officials/planning_commission.php
 FOR MORE INFORMATION CONTACT KEVIN KELLER AT: kdkeller@braselton.net
 ALL BRASELTON PLANNING COMMISSION AND MAYOR AND COUNCIL PUBLIC HEARINGS ARE HELD AT THE FOLLOWING LOCATION: BRASELTON POLICE AND MUNICIPAL COURT BUILDING 5040 SR. 53 BRASELTON, GA 30517
157694 3/11

Public Sales/Auctions

Extra Space Storage, on behalf of itself, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
 3719 Winder Hwy Flowery Branch GA 30542, 03/19/2026 at 2:00pm 5101 Justin Adams Household Items, Furniture, Boxes
157407 3/4, 3/11

NOTICE OF PUBLIC SALE

Holiday Marina will sell at public auction the below described property on March 25, 2026, at 6900 Lanier Islands Parkway, Buford, GA 30518 at 11:00 A.M.
 Notice is hereby given to Timothy R Jackson that a 1974 Somerset Steel Hull Houseboat, GA9500GN, HIN SST004320674, with all attachments, riggings, fixtures, equipment, personality, improvements and contents located at 6900 Lanier Islands Parkway, Buford, GA 30518 in which they are listed as owners, has been abandoned.
 If not redeemed within the prescribed time for all costs imposed on said vessels herein shall be disposed of by public sale outlined in Georgia Law, O.C.G.A. 11-1-201. They have ten days from the first posting of this notice to contact Holiday Marina who is in possession of said vessel. Proceeds will be used to satisfy debt created by account holders to Holiday Marina. All boats sold 'as is' "where is". Payment must be made by certified funds at the time of purchase.
 For further information, please contact Elaine Kelley at 770-945-7201.
157555 3/11, 3/18

Probate Notices

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
 IN RE: ESTATE OF WILLIAM DAVIE JONES JR., DECEASED
 ESTATE NO. E-26-064
PETITION BY PERSONAL REPRESENTATIVE FOR WAIVER OF BOND AND/OR GRANT OF CERTAIN POWERS

NOTICE
 Gina Beth Jones has petitioned for waiver of bond, waiver of reports, waiver of statements, and for the grant of certain powers contained in O.C.G.A. § 53-12-261 in regard to the above estate. 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 April 6, 2026 by 10:00 a.m.
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: Cahrren Williams
 Clerk of the Probate Court
 116 Spring Street SE, First Floor
 Gainesville, GA 30501
 Address
 770-535-9710 Ext 7011
 Telephone Number
157542 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF Moises Vargas Alvarez, DECEASED
ESTATE NO. E-25-658
NOTICE
 RE: The Petition to Probate Will in Solemn Form in the above referenced estate having been duly filed, [For use if an heir is required to be served by publication]
 TO: Jesus Vargas Martin
 [List here all heirs having unknown addresses to be served by publication]
 This is to notify you to file objection, if there is any, to the petition to probate will in solemn form, in this Court on or before 10:00 a.m. April 6, 2026.
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: Cahrren Williams
 Clerk of the Probate Court
 116 Spring Street SE, First Floor
 Gainesville, GA 30501
 Address
 770-535-9710 Ext 7011
 Telephone Number
157540 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF BARBARA J. JENKINS, DECEASED
ESTATE NO. E-26-059
PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN,
 Lectris Passmore has petitioned for Letters of Administration to be appointed administrator of the estate of Barbara J. Jenkins 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 April 6, 2026 by 10:00 A.M.
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.
 Mark D. Loggins
 Judge of the Probate Court
 By: Cahrren Williams
 Clerk of the Probate Court
 116 Spring Street SE, First Floor
 Gainesville, GA 30501
 Address
 770-535-9710 Ext 7011
 Telephone Number
157541 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF TORRE C. SMITHERMAN, DECEASED
ESTATE NO. E-25-753
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
 The petition of Carol J. Smitherman, for a year's support from the estate of Torre C. Smitherman, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before 10:00 am April 6, 2026 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 on or before the time stated in the preceding sentence. 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.
 Mark Loggins
 Judge of the Probate Court
 By: Riley Norris
 Clerk of the Probate Court
 116 Spring Street, SE Gainesville, GA 30501
 Address
 770-531-6921
 Telephone Number
156835 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF LYDIA PUJOLS, DECEASED
ESTATE NO. E-25-599
NOTICE
 IN RE: The Petition to Probate Will (and Codicil(s)) in Solemn Form in the above referenced estate having been duly filed.
 TO: Cathy Malpica
 [For use if an heir is required to be served by publication]
 [List here all heirs having unknown addresses to be served by publication]
 This is to notify you to file objection, if there is any, to the petition to probate will in solemn form, in this Court on or before 10:00 am April 6, 2026.
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.
 Mark D. Loggins
 Judge of the Probate Court
 By: Samantha Matthews
 Clerk of the Probate Court
 116 Spring Street, SE Gainesville, GA 30501
 Address
 770-531-6924
 Telephone Number
156833 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF REBECCA MAE PRATT, DECEASED
ESTATE NO. E-25-386
PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN
 Terri Lynn Stewart has petitioned to be appointed administrator of the estate of Rebecca Mae Pratt 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 10:00 am April 6, 2026.
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. Carley
 Clerk of the Probate Court
 116 Spring Street First Floor
 Gainesville, Georgia 30501
 Address
 770-531-6923
 Telephone Number
156840 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF WILLIAM RICHARD LEDFORD, DECEASED
ESTATE NO. E-26-047
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
 The petition of Wanda L. Ledford for a year's support from the estate of William Richard Ledford interested persons are hereby notified to show cause, if any they have, on or before April 6, 2026 by 10:00 a.m., 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 on or before the time stated in the preceding sentence. 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.
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 Judge of the Probate Court
 By: Riley Norris
 Clerk of the Probate Court
 116 Spring Street, SE Gainesville, GA 30501
 Address
 770-531-6921
 Telephone Number
156835 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF LYDIA PUJOLS, DECEASED
ESTATE NO. E-25-599
NOTICE
 IN RE: The Petition to Probate Will (and Codicil(s)) in Solemn Form in the above referenced estate having been duly filed.
 TO: Cathy Malpica
 [For use if an heir is required to be served by publication]
 [List here all heirs having unknown addresses to be served by publication]
 This is to notify you to file objection, if there is any, to the petition to probate will in solemn form, in this Court on or before 10:00 am April 6, 2026.
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.
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 770-531-6921
 Telephone Number
156835 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF WILLIAM RICHARD LEDFORD, DECEASED
ESTATE NO. E-26-047
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
 The petition of Wanda L. Ledford for a year's support from the estate of William Richard Ledford interested persons are hereby notified to show cause, if any they have, on or before April 6, 2026 by 10:00 a.m., 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 on or before the time stated in the preceding sentence. 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.
 Mark D. Loggins
 Judge of the Probate Court
 By: Riley Norris
 Clerk of the Probate Court
 116 Spring Street, SE Gainesville, GA 30501
 Address
 770-531-6921
 Telephone Number
156835 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF WILLIAM RICHARD LEDFORD, DECEASED
ESTATE NO. E-26-047
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156835 3/4, 11, 18, 25

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 Patty Walters Laine
 Judge of the Probate Court
 By: Cahrren Williams
 Clerk of the Probate Court
 116 Spring Street SE, First Floor
 Gainesville, GA 30501
 Address
 770-535-9710 Ext 7011
 Telephone Number
157542 3/4, 11, 18, 25

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA

IN RE: ESTATE OF Moises Vargas Alvarez, DECEASED
ESTATE NO. E-25-658
NOTICE
 RE: The Petition to Probate Will in Solemn Form in the above referenced estate having been duly filed, [For use if an heir is required to be served by publication]
 TO: Jesus Vargas Martin
 [List here all heirs having unknown addresses to be served by publication]
 This is to notify you to file objection, if there is any, to the petition to probate will in solemn form, in this Court on or before 10:00 a.m. April 6, 2026.
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

TEFRA APPROVAL OF THE MAYOR OF THE CITY OF GAINESVILLE

**Re: Housing Authority of the City of Gainesville Multifamily Note (Governmental)
(Lakeside at Harrison Village)**

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, the undersigned ZACK THOMPSON, Mayor of the City of Gainesville, Georgia (the “applicable elected representative” within the meaning of the Internal Revenue Code), hereby approves the issuance of the Housing Authority of the City of Gainesville Multifamily Note (Governmental) (Lakeside at Harrison) not to exceed \$30,000,000 aggregate principal amount, as of the date set forth below, to assist in the financing of this Project.

THE BONDS OR GOVERNMENTAL NOTE SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF FAITH AND CREDIT OR ANY TAXING POWER OF THE ISSUER GAINESVILLE HOUSING AUTHORITY, OR THE CITY OF GAINESVILLE, THE STATE OF GEORGIA, OR ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA.

This _____ day of _____, 2026.

CITY OF GAINESVILLE, GEORGIA

By: _____
ZACK THOMPSON, Mayor



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Heather Deweese
Item of Business: BR-2026-15 Transmittal of the FY2025 Annual Update to the CIE
Meeting Date: April 21, 2026

Purpose of Request:

The resolution authorizes the transmittal of the draft FY2025 Annual Update to the City's Capital Improvements Element (CIE) component of the Comprehensive Plan.

Facts & Issues / History & Background:

The annual update is related to the City's Impact Fees program, and it serves as an annual audit of the program per DCA requirements. The annual update to the CIE must be approved by DCA to maintain the City's Qualified Local Government (QLG) status. The City is required to hold at least one public hearing before adopting the transmittal resolution.

Department Recommendation:

Hold a public hearing and approve the resolution.

Department Director:

Rusty Ligon

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

None - Review of CIE Update by Finance is required.

Administrative Comments:

Attachments:

1. Legal Ad: Gainesville Times FY25 CIE
2. BR-2026-15: Transmittal of FY2025 Annual Update to CIE
3. Exhibit A: FY25 CIE Update

TO: Estate of William L. Darby, All Known and Unknown Heirs of William L. Darby, Ronald B. Darby, Michael D. Darby, Cheryl D. Byrd, The Ferguson Group, LLC, and Paul Colliner, Jr., and any and all other persons claiming an interest in and to the aforementioned property who claim or might claim adversely to Plaintiff's title to ALL THAT TRACT OR PARCEL OF LAND, together with all improvements thereon, lying and being in Land Lot 158 of the 11th District of Hall County, Georgia, being Lot 3, Block L, Mountain View Lake Estates, as shown on plat of survey recorded in Plat Book 39, Page 41, Hall County, Georgia Plat Records. A Petition to Establish Title Against All the World was filed in said Court on the 22nd day of December, 2025, and that by reason of an Order for Service of Summons by Publication entered by the Court on the 9th day of March, 2026, you are hereby commanded, and you are required to file with the Clerk of said Court and serve upon Alicia M. Agos, attorney for Plaintiff, whose address is 687 Marietta Highway, Canton, Georgia 30114, an Answer to the Petition within thirty (30) days of the date of the Order for Service by Publication. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. WITNESS the Hon. Clint G. Bearden, Judge of said Court. This 10th day of March, 2026, Mark Pettit, Clerk of Superior Court, Hall County, Georgia 157976 3/18, 25, 4/1, 8

REDEMPTION NOTICE TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY HOLDERS, AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL Date first run-in county court or pooling at county courthouse: 3/25/2026. 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: 1970 Silver Queen Houseboat Certificate of Number: GA9204LS Hull Identification Number: N/A Vessel was removed from: N/A Present Location of Vessel: Holiday Marina, 6900 Lanier Islands Pkwy, Buford, GA 30518 Submitted by: Brett Freeman, as Owner/Operator of Removal or Storage Company Address: 6900 Lanier Islands Pkwy City/State/Zip: Buford, GA 30518 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 158139 3/25, 4/1

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of HALL County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: Statewide Wrecker Service, Inc. 2315 Murphy Blvd, Gainesville, GA 30654 Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 04/22/2026 2002 BUICK LESABRE 1G4HP54K524126949, R0X4889 GA, 2026-MV-1959 2009 MERCEDES BENZ CLA S 55, WDDGF54X79B079781, 5M4937 GA, 2026-MV-1944 2012 FORD FOCUS, 1FAHP3H20CL346354, 435BLPTN, 2026-MV-1919 2016 HYUNDAI SANTA FE SPORT, 5XY2T3LB0GCG370852, RV1819 GA, 2026-MV-1917

2026 NISSAN FRONTIER 1N6ED1EK4TN636337, CVY9170 GA, 2026-MV-1915 2013 HYUNDAI ELANTRA, KMHDH4A4DU9762307, BXCDLFL, 2026-MV-1965 2019 FORD F350SD, 1FT8W3BT9KEE31078, 5J3J143 GA, 2026-MV-1960 2013 CHRYSLER 200, 1C3CCGCG209940, NO TAG, 2026-MV-2086 2007 CADILLAC ESCALADE, 3GYFK62807G260697, NO TAG, 2026-MV-2226 158406 4/1, 4/8

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA JOANNA WRIGHT, Plaintiff, vs. CIVIL ACTION HOMEOWNERS ASSOCIATION, INC., Plaintiff, Defendant. FILE NO. 2025CV001712 JOANNA WRIGHT, Plaintiff, vs. CIVIL ACTION HOMEOWNERS ASSOCIATION, INC., Plaintiff, Defendant. NOTICE OF PUBLICATION AND CERTIFICATE OF COMPLIANCE WITH O.C.G.A. § 9-11-40(1)(C) TO: JOANNA WRIGHT 4619 BLUE IRIS WAY OAKWOOD, GEORGIA 30566 (LAST KNOWN ADDRESS)

By order for service by publication dated the 15th day of March, 2026, you are hereby notified that on the 25th day of September, 2025, Copper Springs Homeowners Association, Inc. filed suit against you for damages concerning the property located at 4619 Blue Iris Way, Oakwood, Georgia 30566. You are required to file with the Clerk of the Superior Court, and to serve upon Plaintiff's Attorney, Harrison J. Woodworth at Lueder, Lurkin, & Hunter, LLC 12600 Deerfield Parkway, Suite 300, Alpharetta, GA 30004 an answer in writing within sixty (60) days of the date of the order of publication. I hereby certify compliance with O.C.G.A. § 9-11-40(1)(C), and that I have enclosed, directed, stamped and mailed a copy of the Order for Service by Publication, Summons, Complaint, and Notice of Publication to: Joanna Wright 4619 Blue Iris Way Oakwood, Georgia 30566 Mark Pettit Clerk of Superior Court Deputy Clerk - Hall Superior Court 158111 3/25, 4/1, 8, 15

IN THE STATE COURT OF HALL COUNTY STATE OF GEORGIA KENNETH MAYWEATHER JR. PLAINTIFF, vs. STACEY KEENE MEADOWS DEFENDANT. CIVIL ACTION NO.: 2025SV00020 TO: Stacey Keene Meadows, Defendant named above: You are hereby notified that the above-styled action was filed against you in said Court on the 5th day of January, 2026, and that by reason of an Order for Service of Summons by Publication entered by the Court on the 23rd day of March, 2026, you are commanded and required to file with the Clerk of the said Court and serve on Mitchell M. Shook, Plaintiff's attorney, whose address is P.O. Drawer 300, Vidalia, Georgia 30475, an Answer to the Complaint within thirty (30) days of the date of the Order for Service by Publication. This 25th day of March, 2026 Mark Pettit, CLERK OF SUPERIOR COURT HALL COUNTY, GEORGIA 158438 4/1, 8, 15, 22

On behalf of Celco Partnership and its controlled affiliates doing business as Verizon Wireless, American Towers LLC is proposing to increase the height of an existing monopole telecommunications tower from 181'ft (191.3'ft AGL with all appurtenances) to 201'ft (204'ft AGL with all appurtenances) at 5038 Price Road, northwest of the City of Gainesville, within Hall County, Georgia (24.406616, -83.936956) (Parcel ID: 11110 000021). The proposed modification will involve the addition of an E1 dual mode medium intensity lighting system. American Towers LLC seeks comments from all interested persons on any potential significant impact

the proposed action could have on the quality of the human environment pursuant to 47 C.F.R. Section 1.1307, including potential impacts to historic or cultural resources that are listed or eligible for listing in the National Register of Historic Places. Interested persons may review the project application pending with the Federal Communications Commission (FCC) at www.fcc.gov/as/applications by entering Form 854 File No. [A1329980]. Interested persons may comment or raise environmental impact concerns about the proposed action by filing a Request for Environmental Review with the FCC. The FCC strongly encourages all interested parties to make such filings online, following the instructions found at www.fcc.gov/as/environme ntaletest. Paper filings can be sent to: FCC Requests for Environmental Review, Attention: William, 445 12th Street SW, Washington, DC 20554. The Request must also be sent to American Towers LLC, by e-mailing a copy to: enviro.services@americantowers.com or mailing a copy to: American Tower, 10 Presidential Way, Woburn, MA 01801. ATTN: Environmental Compliance. Requests or comments should be limited to environmental and historic/cultural resource impact concerns and must be received within 30 days of the Notice's publication. This invitation to comment is separate from any local planning/zoning process that may apply to this project. 158267 3/25, 4/1

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of Peter Anthony Forraa, Petitioner. Civil Action File No. 2025CV000455 NOTICE OF PETITION TO CHANGE NAME An action was filed in the Superior Court of Hall County on March 16, 2026, to change the Petitioner's name as follows: Petitioner's name: Peter Anthony Forraa Desired new name: Anthony Montante Any interested party has the right to appear in this case and file objections before the final judgment is ordered in this case. Dated: 03/16/2026 Peter Anthony Forraa Petitioner, Pro se NAME: Peter Anthony Forraa Address: 4840 Propes Drive Oakwood, GA 30566 Phone: 770-654-1966 Email: mtony5224@gmail.com 158194 3/25, 4/1, 8, 15

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of Mina Alison Murdoch Lettice, Petitioner. Civil Action File No. 2026CV000371 NOTICE OF PETITION TO CHANGE NAME An action was filed in the Superior Court of Hall County on 04/3/2026, to change the Petitioner's name as follows: Petitioner's name: Mina Lettice Desired new name: Myna Alison Murdoch McElwain, Petitioner. Any interested party has the right to appear in this case and file objections before the final judgment is ordered in this case. Dated: 04/03/2026 Mina Lettice Petitioner, Pro se NAME: Mina Lettice Address: 6075 Ben Parks Road Murrayville, GA 30564 Phone: 239-877-1676 Email: minalettic@gmail.com 157859 3/11, 18, 25, 4/1

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of REBECCA MARIEN CAPATA, Petitioner. Civil Action Case No. 2025CV000461 NOTICE OF PETITION TO CHANGE NAME OF ADULT Petitioner filed a petition in Hall County Superior Court on MARCH 19, 2026, to change Petitioner's name REBECCA MARIEN CAPATA to REBECCA CAPATA SARLEA. Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed. Date: MARCH 19, 2026 REBECCA CAPATA Pro se 158241 3/25, 4/1, 8, 15

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of EMILY VALENTINA REBOLLAR, Petitioner, vs. Respondent: Miguel Velazquez Vargas Civil Action File No. 2026CV000364 NOTICE OF PETITION TO CHANGE NAME OF MINOR CHILD L'Yanell Lizeth Rebollar, filed a petition in the Superior Court of Hall County on February, 2026 to change the name of the following minor child(ren): From: Emily Valentina Rebollar To: Emily Valentina Velazquez Rebollar Any interested party has the right to appear in this case and file objections within the time prescribed on O.C.G.A. 19-2-1(f)(1) and (3). Dated: 02/07/26 /s/ Yanell Lizeth Rebollar Name: Yanell Lizeth Rebollar Address: 354 Lee St. Gainesville, GA 30501 Phone: 578-914-0335 E m a i l : Yanell.rebollar35@gmail.com 157960 3/18, 25, 4/1, 8

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of ANTONIO MICHAEL CAMPBELL, Petitioner. Civil Action Case No. 2026CV000388 NOTICE OF PETITION TO CHANGE NAME OF ADULT Petitioner filed a petition in Hall County Superior Court on MARCH 6, 2026, to change Petitioner's name Antonio Michael Campbell to Antonio Michael Navarrete. Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed. Date: March 6, 2026. Antonio Michael Campbell, Pro se Name: Antonio Michael Campbell Address: 3469 Clarks Bridge Rd. Gainesville, GA 30506 Phone: 578-468-0392 E m a i l : antonio.navarrete678@gmail.com 157896 3/11, 18, 25, 4/1

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of BETTY OWENS TANNER, Petitioner. Civil Action Case No. 2025CV000281JJD NOTICE OF PETITION TO CHANGE NAME OF ADULT Petitioner filed a petition in Hall County Superior Court on MARCH 2, 2026, to change Petitioner's name BETTY OWENS TANNER to BETTY RUTH OWENS. Any interested party has the right to appear in this case and file objections within 30 days

after the petition was filed. Date: MARCH 3, 2026. BETTY OWENS TANNER Pro se Name: BETTY OWENS TANNER Address: 6010 CATAMARAN CT FLOWERY BRANCH, GA 30542 Phone: 770-519-4074 E m a i l : botannerb2@gmail.com 157683 3/11, 18, 25, 4/1

Public Hearings NOTICE OF CITY COUNCIL PUBLIC HEARING Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, April 21, 2026 at 5:30 p.m. in the transmittal of the annual update report on the Gainesville Impact Fees Program to the Georgia Mountains Regional Commission for review. This hearing will be held in the Municipal Courtroom of the Roy Franklin Hooper, Jr. Public Safety Building, 701 Queen City Parkway. Copies of the draft FY 2025 Annual Update for the Impact Fees program will be available for public review at the office of the Community and Economic Development Department during regular business hours: 8:00 a.m. - 5:00 p.m. Monday through

Friday, starting on Friday, April 3, 2026. The draft annual update also will be posted under the Community & Economic Development page of the City of Gainesville website at https://www.gainesville.org/. Additional information is available from the City of Gainesville, Community and Economic Development Department, Planning Division, by calling telephone 770-531-6570. 158385 4/1

Aviso Público de Audiencia Pública Solicitada de Comentarios Públicos con Respecto al Borrador del Reporte de Evaluación del Desempeño del Plan Consolidado Anual 2026-2027 Del Estado de Georgia El estado de Georgia, de conformidad con las normas aplicables del Departamento de Vivienda y Desarrollo Urbano (HUD) de EE.UU., ha preparado una versión preliminar del Plan de acción anual consolidado (el "Plan de acción") para el año fiscal 2026-2027. El Plan de acción anual describe las actividades que se llevarán a cabo en el año del programa (1 de julio de 2026 al 30 de junio de 2027). Los seis programas de HUD financiados con fondos federales cubiertos por el Plan de acción son Subsidio en bloque para el desarrollo comunitario (CDBG), Subsidio en bloque para el desarrollo comunitario - Recuperación ante desastres (CDBG-DR), Asociación de inversión (HOME - HOME), Subsidio para soluciones de emergencia (ESG), Oportunidades de vivienda para Personas con SIDA (HOVAs), y el Fondo Fiduciario Nacional de Vivienda (NHTF). El estado de Georgia alienta a los ciudadanos, las agencias públicas y otras partes interesadas a revisar el contenido de su borrador del Plan de acción anual y enviar sus comentarios por escrito. Un borrador del Plan de acción anual estará disponible para su revisión el 1 de abril 2026 a las 5 PM visitando nuestro sitio web: https://dca.georgia.gov/hud-draft-housing-housing-development/community-ini tiatives/hud-planning/hud-planning-reporting o por favor envíe un correo electrónico a HUDPlanning@dca.ga.gov El seminario web de la audiencia pública será el 15 de abril de 10:00 AM - 10:30 AM. Para participar en seminario web, utilice el enlace web para registrarse para a s e s t a r : https://tinyurl.com/yB7eyay o envíe un correo electrónico a HUDPlanning@dca.ga.gov Comentario público debe ser entregado por email o correo postal a más tardar a las 5:00pm de 30 de abril 2026. Georgia Department of Community Affairs Housing Development Division Attn: Homeownership Development and Preservation Division 60 Executive Park South NE Atlanta GA 30329-2231 E m a i l : 158447 4/1

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of REBECCA MARIEN CAPATA, Petitioner. Civil Action Case No. 2025CV000461 NOTICE OF PETITION TO CHANGE NAME OF ADULT Petitioner filed a petition in Hall County Superior Court on MARCH 19, 2026, to change Petitioner's name REBECCA MARIEN CAPATA to REBECCA CAPATA SARLEA. Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed. Date: MARCH 19, 2026 REBECCA CAPATA Pro se 158241 3/25, 4/1, 8, 15

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IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of BETTY OWENS TANNER, Petitioner. Civil Action Case No. 2025CV000281JJD NOTICE OF PETITION TO CHANGE NAME OF ADULT Petitioner filed a petition in Hall County Superior Court on MARCH 2, 2026, to change Petitioner's name BETTY OWENS TANNER to BETTY RUTH OWENS. Any interested party has the right to appear in this case and file objections within 30 days

after the petition was filed. Date: MARCH 3, 2026. BETTY OWENS TANNER Pro se Name: BETTY OWENS TANNER Address: 6010 CATAMARAN CT FLOWERY BRANCH, GA 30542 Phone: 770-519-4074 E m a i l : botannerb2@gmail.com 157683 3/11, 18, 25, 4/1

on the north side of Rivercrest Drive approximately 0.3 miles north of its intersection with Birdgeview Drive | Zoned AR-1 | Tax Parcel 00053000005 | Proposed use: Accessory building | Commission District 3 | James (Dustin) Slaton, applicant | 6. 6042 Spout Springs Road | Variance to Section 3.1 | to reduce minimum yards | on a 9.697± acre tract located on the southwest side of Spout Springs Road approximately 0.2 miles northwest of its intersection with Castlegate Drive | Zoned AG-1; Tax Parcel 15046 00026 | Proposed use: Single-family residence | Commission District 1 | Bradley Cox, applicant | 4. 54 Dean Street | Special Use | expansion of a non-conforming use | on a 0.65± acre tract located on the northeast side of Dean Street approximately 260 feet northwest of its intersection with West Ridge Road | Zoned R-1; Tax Parcel 00053 00031 | Proposed use: Duplex addition | Commission District 4 | Jonathan Rio-Bonilla, applicant | 5. 3860 Willey Road | For a minor subdivision | on a 5.17± acre tract located on the northeast side of Willey Road approximately 0.2 miles northwest of its intersection with Clarks Bridge Road | Zoned R-1; Tax Parcel 0153 000010 | Proposed use: 2 lot subdivision | Commission District 3 | Chao Li Real Estate, Inc., applicant | 6. 4337 Mountain View Road | Special Use | for a Home | on a 3.02± acre tract located on the south side of Mountain View Road approximately 340 feet east of its intersection with Moore Road | Zoned AR-1; Tax Parcel 08041 001004 (pt) | Proposed use: Group home | Commission District 2 | Made for More Ministries, LLC, applicant | 7. 6752 Shoal Creek Road | Rezone | from Planned Commercial Farm District (PCFD) to Agricultural 1 (AG-1) | on a 16.913± acre tract located on the east side of Shoal Creek Road approximately 0.25 miles northeast from its intersection with Eubanks Creek Drive | Zoned DR-1; Tax parcel 12060 0006 | Proposed use: Second dwelling | Commission District 3 | Lori Lynn Monty, applicant | 8. 7355 Tribble Gap Road | Rezone | from Agricultural Residential 1 (AR-1) to Residential Two-Family (R-2F) | on a 1.70± acre tract located on the west side of Tribble Gap Road approximately 2.5 miles north of its intersection with Cornelia Highway | Zoned AR-1; Tax Parcel 09030 000022 | Proposed Use: Duplex for community residences | Commission District 3 | Haley Stapleton, applicant | 9. 5650 Old Dahlonega Highway | Rezone | from Agricultural Residential (AR-1) and Highway Business (H-B) to Light Industrial (I-1) | on a 4.70± acre tract located on the east side of Old Dahlonega Highway at its intersection with Lodge Drive | Zoned AR-1 & H-B; Tax parcel 11082 000016 | Proposed use: Office warehouse | Commission District 3 | Derrick Prater, applicant | NOTE: In accordance with Georgia law, anyone who (a) wishes to express opposition to the proposed rezoning and (b) has made, within two years immediately preceding the filing of the proposed rezoning campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3)(C). The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision. 158577 4/1

on the north side of Rivercrest Drive approximately 0.3 miles north of its intersection with Birdgeview Drive | Zoned AR-1 | Tax Parcel 00053000005 | Proposed use: Accessory building | Commission District 3 | James (Dustin) Slaton, applicant | 6. 6042 Spout Springs Road | Variance to Section 3.1 | to reduce minimum yards | on a 9.697± acre tract located on the southwest side of Spout Springs Road approximately 0.2 miles northwest of its intersection with Castlegate Drive | Zoned AG-1; Tax Parcel 15046 00026 | Proposed use: Single-family residence | Commission District 1 | Bradley Cox, applicant | 4. 54 Dean Street | Special Use | expansion of a non-conforming use | on a 0.65± acre tract located on the northeast side of Dean Street approximately 260 feet northwest of its intersection with West Ridge Road | Zoned R-1; Tax Parcel 00053 00031 | Proposed use: Duplex addition | Commission District 4 | Jonathan Rio-Bonilla, applicant | 5. 3860 Willey Road | For a minor subdivision | on a 5.17± acre tract located on the northeast side of Willey Road approximately 0.2 miles northwest of its intersection with Clarks Bridge Road | Zoned R-1; Tax Parcel 0153 000010 | Proposed use: 2 lot subdivision | Commission District 3 | Chao Li Real Estate, Inc., applicant | 6. 4337 Mountain View Road | Special Use | for a Home | on a 3.02± acre tract located on the south side of Mountain View Road approximately 340 feet east of its intersection with Moore Road | Zoned AR-1; Tax Parcel 08041 001004 (pt) | Proposed use: Group home | Commission District 2 | Made for More Ministries, LLC, applicant | 7. 6752 Shoal Creek Road | Rezone | from Planned Commercial Farm District (PCFD) to Agricultural 1 (AG-1) | on a 16.913± acre tract located on the east side of Shoal Creek Road approximately 0.25 miles northeast from its intersection with Eubanks Creek Drive | Zoned DR-1; Tax parcel 12060 0006 | Proposed use: Second dwelling | Commission District 3 | Lori Lynn Monty, applicant | 8. 7355 Tribble Gap Road | Rezone | from Agricultural Residential 1 (AR-1) to Residential Two-Family (R-2F) | on a 1.70± acre tract located on the west side of Tribble Gap Road approximately 2.5 miles north of its intersection with Cornelia Highway | Zoned AR-1; Tax Parcel 09030 000022 | Proposed Use: Duplex for community residences | Commission District 3 | Haley Stapleton, applicant | 9. 5650 Old Dahlonega Highway | Rezone | from Agricultural Residential (AR-1) and Highway Business (H-B) to Light Industrial (I-1) | on a 4.70± acre tract located on the east side of Old Dahlonega Highway at its intersection with Lodge Drive | Zoned AR-1 & H-B; Tax parcel 11082 000016 | Proposed use: Office warehouse | Commission District 3 | Derrick Prater, applicant | NOTE: In accordance with Georgia law, anyone who (a) wishes to express opposition to the proposed rezoning and (b) has made, within two years immediately preceding the filing of the proposed rezoning campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3)(C). The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision. 158577 4/1

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RESOLUTION BR-2026-15

TRANSMITTAL OF THE FY2025 ANNUAL UPDATE TO THE CIE

WHEREAS, the City of Gainesville, Georgia adopted on July 18, 2006, a Capital Improvement Element (CIE) for Public Safety and Parks and Recreation and related amendments to the Comprehensive Plan of the City of Gainesville in support of the Gainesville Impact Fee Program; and

WHEREAS, the City of Gainesville, Georgia adopted on August 1, 2006, an amendment to the Gainesville Unified Land Development Code, titled **Article 9-19 Development Impact Fees**, to assist in the implementation of the Gainesville Impact Fee Program; and

WHEREAS, the governing body for the City of Gainesville updated its CIE for Public Safety and Parks and Recreation, and adopted it as an amendment to the Gainesville Comprehensive Plan on May 7, 2019; and adopted an amendment to the Gainesville Unified Land Development Code, titled **Article 9-19 Development Impact Fees**; and

WHEREAS, the City has prepared an annual update to the CIE in accordance with the “Development Impact Fee Compliance Requirements” and “Minimum Planning Standards and Procedures for Local Comprehensive Planning” established by the Georgia Planning Act of 1989, and a public hearing was held on Tuesday, April 21, 2026, in the **Municipal Court Room** of the Roy Franklin Hooper, Jr. Public Safety Building in Gainesville, Hall County, Georgia; and

WHEREAS, the said CIE update shall be included as part of this resolution as Exhibit A and shall consist of a financial report outlining impact fees collected versus those expended or encumbered, an updated Capital Improvement Projects lists for Police, Fire and Parks/Recreation, and an updated Community Work Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby transmits the annual update of the Capital Improvements Element (CIE) covering the five-year period 2025-2029 to the Georgia Mountains Regional Commission for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this ____ day of April, 2026.

Zack Thompson, 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:

Alisa Grayson, City Clerk

Exhibit A



**FY 2025 Annual Update of the Capital Improvement
Element (CIE) & Short Term Work Program
(July 1, 2024 - June 30, 2025)**

City of Gainesville, Georgia

DRAFT

Transmittal Document Prepared by:
City of Gainesville
Community & Economic Development Department

Public Facility	Police	Fire	Parks & Recreation	Total
Service Area (if more than one)	City-wide	City-wide	City-wide	City-wide
Impact Fee Fund Balance June 30, 2024	\$335,260.57	\$327,150.62	\$757,073.81	\$1,419,485.00
Impact Fees Collected (July 1, 2024 through June 30, 2025)	\$206,636.53	\$377,453.61	\$497,000.00	\$1,081,090.14
City Administrative Fees Collected				\$32,432.70
<i>Fee for Service from Hall County to Collect County Library Impact Fee^</i>				<i>\$2,782.94</i>
Accrued Interest**	\$24,796.15	\$23,483.96	\$34,358.13	\$82,638.24
Project Balance Returned to IF Funds^^				\$0
TOTAL FY25 BUDGET REVENUE =	\$231,432.68	\$400,937.57	\$531,358.13	\$1,198,944.02
(Impact Fee Refunds)				\$0
(Administrative Fees Refunds)				\$0
(City Administrative/Other Costs)***				(\$32,432.70)
(Budgeted vs Actual / Unrealized Losses)^^^	\$0.00		\$0.00	\$0.00
<i>(Fee for Service from Hall County to Collect County Library Impact Fee)^</i>				<i>(\$2,782.94)</i>
(Project Expenditures)				\$0
(Impact Fees Encumbered)	\$0.00	(\$160,000.00)	(\$849,999.96)	(\$1,009,999.96)
TOTAL FY25 BUDGET EXPENSES =	\$0.00	(\$160,000.00)	(\$849,999.96)	(\$1,045,215.60)
			TOTAL FY25 BUDGET BALANCE =	\$153,728.42
Impact Fee Fund Balance Ending June 30, 2025 [#]	\$566,693.25	\$568,088.19	\$438,431.98	\$1,573,213.42

(*) Indicates this annual report covers the last completed fiscal year - July 1, 2024 to June 30, 2025. The City of Gainesville Impact Fee Program began August 1, 2006.

(**) Indicates *Interest Revenue*, which is "bank interest earned from pooled cash balance"

(***) Indicates the 3% Administrative Fee collected was transferred to the General Fund to cover the costs associated with administering the City's Impact Fee program.

(^^) Indicates the difference between "Budgeted/Projected" and "Actual" City Admin Fees collected. City's financial software system was set up to automatically transfer out on a monthly basis a set dollar amount based on the budget/projected of Admin Fees to be collected, but then Finance transferred out the "Actual" collected – so it appeared that we transferred out more Admin Fees than collected. To reconcile, Finance had to report "unrealized losses" per our CFO and per the City's auditor. This has been adjusted and will not occur moving forward; only "Actual" collected Admin Fees will be transferred out.

(#) Note that the ending fund balance reported matches Fund Balance reported in the FY25 ACFR. Any difference between the fund balance total and the Total Liabilities and Fund Balances is related to the accrual of an unrealized loss or rounding.

(^) Indicates a "fee for service" from Hall County to administer the collection of its County Library Impact Fee, per Resolution BR-2015-51 which authorized the IGA between the City and Hall County for the City to collect the County's Library Impact Fee on applicable City-issued permits. Said fee for service equals 3% and is transferred out to the General Fund.

(^^) Indicates that the balances from previous Capital Projects returned to IF Fund

Public Facility: Police		Service Area: City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fees Eligible [^]	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Public Safety Training Facility: Police Facility Phase III Architectural Design & Engineering for shoot house, training building with instructional classroom space & indoor weapons training simulator (@ 15% building construction costs)	2017	2028	\$390,000	20%	GF, LP, IG, SPLOST	\$0	\$0	Training building in design now. Construction delayed but expected to begin FY28.
Construct Phase II of Training Facility: Shoot House, Training Building with classroom space & Indoor Weapons Training Simulator	2020	2028	\$2,936,000	20%	GF, LP, IG, SPLOST	\$0	\$1,700,000	Training building in design now. Construction delayed but expected to begin FY28.
Total of Costs, Expenditures & Impact Fees Encumbered			\$3,326,000			\$0	\$1,700,000	

GF = General Fund LP = Lease Proceeds IG = Intergovernmental (Local, State, Federal) SPLOST = Special Purpose Local Option Sales Tax IF = Impact Fees

(*) Indicates that the CIE five-year period is based on Gainesville's fiscal year (July 1, 2024 through June 30, 2029).

([^]) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility		Fire						
Service Area:		City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible [^]	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Replacement rescue unit and equipment to replace current R-25	2022	2024	\$2,000,000	100%	Fire Fund, IF	\$0	\$0	Prebuild meeting 11-14/11-17. Estimated delivery date 8/25. Getting quotes for equipment list.
Fire Boat & Equipment: additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline (some property on Lake Lanier has better, safer access from the Lake due to terrain)	2023	2024	\$580,000	100%	Fire Fund, Grants, IF	\$130,819	\$579,181	Order submitted, initial 20% payment sent and received, two change orders processed and sent. Delivery date delayed, estimated 1/25. Have current project pics if needed.
Fire Station #5 in SE area (including land acquisition, architectural design/engineering & construction)	2024	2025	\$6,600,000	0%	Fire Fund, IF, SPLOST	\$0	\$0	Projected to release RFP CY2025
Equip Fire Station #5 with one pumper truck	2022	2025	\$815,000	100.00%	Fire Fund, IF	\$0	\$813,513	Order submitted and signed documents received on 12/2/22. No further update.
Fire Station #6 in NW area (including land, architectural design/engineering & construction)	2025	2026	\$5,450,000	90.80%	Fire Fund, SPLOST	\$0	\$0	Selected architect and completed first concept design. Waiting on site developer.
Equip Fire Station #6 with one pumper truck	2026	2029	\$900,000	100%	IF	\$0	\$0	Delayed - To be included in the FY27 CIP of the City's Budget
Fire Station #7	2028	2029	\$5,450,000	100%	IF, SPLOST	\$0	\$0	To be included in the FY28 CIP of the City's Budget
Public Safety Training Facility: Fire Training Facility/Burn Building & Driving Course for Firefighter Trainees	2024	2026	\$5,500,000	100%	Fire Fund, SPLOST & IF	\$0	\$5,384,428	Construction scheduled to begin 1/25 with 12-18 month window for completion.
Total of Costs, Expenditures & Impact Fees Encumbered			\$27,295,000			\$130,819	\$6,777,122	

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Public Facility: Parks & Recreation		Service Area: City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
City Park	2019	2020	\$1,006,000	100%	GF, SPLOST, Grants	\$1,002,775	\$0	Complete - New restrooms & playground improvements completed in March 2020.
East Side Greenway (Midtown to New Holland)	2016	2026	\$1,000,000	100%	GF, SPLOST, Grants	\$0	\$0	In Progress - CSX Transportation property purchased. GA INO Grant has been applied for to go toward design and construction. Working on right of way issues. Project is in design - 90% construction documents and should be ready to go to bid in early 2026.
Flat Creek Multiuse Trail	2016	2025	\$850,000	100%	GF, SPLOST, Grants	\$0	\$0	In Progress - Part of Highlands to Islands Trail that links to Midland Greenway. <i>Georgia Recreational Trails Grant</i> not awarded in 2016. GHMPO hired ALTA to conduct a study to determine options for trail connection & design. Design concepts developed. Private business donation given in 2021. Currently in design and construction documents with Rochester and Associates. Construction completion estimate - late 2025. Construction has been delayed due to realignment of the trail along Queen City Parkway and trying to incorporate another City property into the project as a new park. Approvals are complete with GDOT and the first phase should go to bid at the same time as the East Side Greenway in early 2026.
Frances Meadows Center Park	2011	Future	\$2,990,750	100%	GF, SPLOST, Grants	\$0	\$0	Postponed - New outdoor pool and trail system to park plans (Future)
Holly Park	2014	2027	\$2,670,300	51%	GF, SPLOST, Grants	\$0	\$0	Reactivated - Concept plans completed. Discussions with US Army Corps of Engineers about construction and development. Environmental Impact Statement to be done in the next year.
Lanier Point Park	2015	2023	\$330,000	100%	GF	\$330,000	\$0	Complete - New playground, pavilion, and sidewalks completed in FY24.
Longwood Park	2019	2026	\$3,832,525	50%	GF, SPLOST, Grants	\$0	\$0	New pavilion, playground, hardscapes, bridge, etc. in progress.
Midland Greenway/Parks	2006	2024	\$7,118,583	69%	GF, SPLOST, Grants	\$1,740,000	\$0	In Progress - GDOT TE project construction of streetscaping and Phase II-trail was completed in 2021. Destination playground completed FY22, Engine 209 Park completed in FY23, new amphitheater/stage, restrooms, plaza, etc. completed in FY25. Transferred monies from Recreation Center due to costs for Greenway project elements.
Recreation Center	2025	2026	\$20,000,000	100%	GF, SPLOST, Grants	\$500,000	\$550,000	Development identified as part of new regional park to accommodate growth. Grants have been applied for and currently working toward land acquisition which should add 10+ acres. Monies for land acquisition and planning were moved to Midland Greenway project due to cost of that project in FY24. Recreation Center still in planning stages. \$750K added for planning in FY25.
Subtotal of Costs, Expenditures & Impact Fees Encumbered			\$39,798,158			\$3,572,775	\$550,000	

Public Facility: Parks & Recreation

Service Area: City of Gainesville

Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
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Public Facility: Parks & Recreation		Service Area: City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Skate Park	2019	2020	\$2,050,000	100%	GF	\$2,050,000	\$0	Complete - New Skate Park added near Midland Greenway. Opened March 2020. Added approximately 2 acres.
Youth Athletic Complex/Park	2015	2025	\$31,500,000	<1%	GF, SPLOST, Grants	\$839,132	\$0	Complete - Allocated \$450,000 in IF in FY17 Budget for architectural / engineering / design. Initial studies & environmental assessments completed on proposed location. Additional \$323,744 from IF added for FY2020 for planning regarding new location. New location provides for 89 acres. Construction began summer 2022 and was completed in March 2025.
Greenway Lighting	2022	2027	\$1,200,000	20%	GF	\$200,000	\$0	Midland Greenway lighting complete; First two phases of Rock Creek Greenway complete (FY24 & FY25); only Longwood Park remains as final phase, which is planned for FY27. Adding lighting to increase safety of residents as popularity of greenway continues to grow.
Martha Hope Cabin Improvements	2022	2024	\$600,000	66%	GF	\$400,000	\$0	Complete in FY25 ; Planned renovations and new parking in FY24 as coordinated with adjacent City stormwater improvement project. To accommodate the increase in rentals at the cabin as well as the continued growth of Youth Athletics and the need for additional parking in City Park.
Parks Maintenance Building Expansion and Renovation	2022	2023	\$200,000	100%	GF	\$135,775	\$77,280	Expanding Maintenance Facilities in FY23. Renovations to existing facilities complete; Waiting on new Equipment Building until determine new site for Recreation Center.
Wessell Park Parking and Restrooms	2022	2025	\$800,000	40%	GF	\$300,000	\$0	Complete in FY25 - Added new parking lot and restroom facility.
Roper Park Expansion	2023	2026	\$1,500,000	7%	GF	\$900,000	\$0	In Progress -Adding new Sand Volleyball Courts; Pavilion, Parking Lot, etc. beginning in FY26. \$100K allocated from Impact Fees in FY25 and \$800K in FY26.
Aviation Park	2025	2026	\$2,200,000	10%	GF	\$0	\$0	New park on Highlands to Islands Trail that adds 21 acres. Concept designs in progress.
Desota Park	2025	2027	\$2,100,000	40%	GF	\$0	\$800,000	Adding a half acre to expand playground and play court.
Wilshire Trails	2027	2028	\$1,700,000	35%	GF	\$0	\$600,000	Replacing pavilion and restrooms.
Total of Costs, Expenditures & Impact Fees Encumbered			\$79,848,158			\$8,397,682	\$627,280	

Public Facility: Parks & Recreation

Service Area: City of Gainesville

Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
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City of Gainesville
Community Work Program FY2025 - FY2029

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
ADMINISTRATIVE SERVICES (Finance, Information Technology, Municipal Court)									
PROJECTS									
Improve Network Security - Implement and improve solutions to improve the City's network security to include the following: use of network monitoring software; accessibility controls; business continuity and recovery plans; prevention of unauthorized equipment on the network; outbound email filters and other data loss prevention measures	X	X	X	X	X	IT	\$250,000	All Funds	On-Going. Best practices are being followed and several layers of monitoring/protections are in place
Modern-Day Technological Solutions - Ensuring that technological provisions of the City are up-to-date is necessary to provide quality services to our citizens. Improvements and upgrades to hardware and other equipment will be necessary	X	X	X	X	X	IT	\$710,000	All Funds	On-Going. We are continuing to implement best of breed technologies in order to both provide excellent services and safety to users and infrastructure.
CITY MANAGER'S OFFICE									
PROJECTS									
SDS Update - Update the Service Delivery Strategy in accordance with HB 489, in coordination with Hall County and other municipalities				X		CMO, Consultant	\$40,000	GF	
JAB Renovation - Renovate the Joint Administration Building to place related functions in a central location and thereby streamline City operations	X					CMO	\$5,000,000	GF	
Recodification - A comprehensive editorial analysis of existing codified ordinances that will generate an updated Code Book that eliminates conflicts and inconsistencies	X	X				CMO with assistance from all departments	\$50,000	GF	Completed
MCR Upgrade - Upgrade the Municipal Court Room to replace outdated audio/visual equipment and add technology to improve efficiency of meetings	X	X				CMO, Municipal Court, IT, Community Development	\$157,500	GF	Completed
Digital Messaging - Enhance public messaging with the installation of digital message boards at the entrances of the Administration Building	X	X				CMO	\$15,000	GF	Completed
Municipal Election - Biennial election of public officials (Mayor/Council Members for City of Gainesville and Board of Education Members for the Gainesville City School System) and address referendum questions as needed		X		X		CMO	Varies from \$10,000 to \$20,000 per election	GF	
Redistricting - Update voting/ward boundaries after census data is available		X	X			CMO	\$35,000	GF	Completed
Contract Management Software - Research and implement a solution to electronically prepare, review, approve, store, destroy, etc. contracts.			X	X		CMO with assistance from all departments	TBD	GF	
Economic Development - Develop key property in Downtown and Midtown through coordination with interested third-parties.	X	X	X	X	X	CMO with assistance from all departments	Varies	TAD, Private Funding, EDF	
Main Street Jail / City Midtown Block - Demolish the Main Street Jail and seek redevelopment opportunities.	X					CMO with assistance from all departments	\$500,000	GF	

City of Gainesville
Community Work Program FY2025 - FY2029

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
COMMUNICATIONS & TOURISM									
<i>PROJECTS</i>									
Promote Conventions and Tourism in Gainesville - Continue to promote convention and tourism business in Gainesville through marketing, advertising, and contacts	X	X	X	X	X	Communications & Tourism	\$125,000	HM	
Main Street Program - Maintain Main Street designation	X	X	X	X	X	Communications & Tourism	\$16,500	HM/Staff Time	
Citizen Education - Educate the public with bi-annual Citizen's Academy, website updates, social media	X		X		X	Public Relations	\$68,000	HM	On Hold
Increase Exposure- Produce council meeting videos, plus other videos/content highlighting various city services, departments, happenings, etc.	X	X	X	X	X	Public Relations	Staff Time	GF	Complete
Greater Gainesville Sports Alliance – Establish the Greater Gainesville Sports Alliance. Create a marketing and execution plan to promote Gainesville as a premier destination for sports planners and enthusiasts	X	X	X			Communications & Tourism	Staff Time	HM	Updated
Redevelopment of Green Street Pool Site - redevelop as passive recreation area	X	X	X			Communications & Tourism	2,200,000	GF, Grants, SPLOST	On Hold
Renovation of Lake Lanier Olympic Park Boathouse- Demolition and rebuild the boathouse to a state of the art conference and paddling sports venue	X	X	X			C&T	21,000,000	HM	Complete
Renovation of Historic City Hall- Renovation of Historic City Hall to a premier meeting space for City and Private use.		X				C&T	1.5M	GF and SPLOST	Complete
Launch New Website – Upgrade City's website to be more user friendly on front and back ends, implement City's new branding; feature refreshed, more engaging content.						Public Relations	Staff Time		Complete
COMMUNITY DEVELOPMENT (Code Enforcement, Inspections, Planning, Special Projects & Neighborhood Development)									
<i>PROJECTS</i>									
Fair Street Neighborhood - McDonald Street buffer project	X					Special Projects & Private Contractor	\$60,000	CDBG	
Downtown/Midland Streetscapes - Streetscape planning, design & construction for: (1) "Moat" around CBD per Downtown Master Plan, (2) Midtown streetscapes along Main & Bradford Streets	X	X				Planning, Special Projects, PWD & DWR	\$1,000,000	GF, TE Funds, CDBG, Grants, Private Funds	
Midland Greenway Phase II - Complete Midtown Greenway from MLK to Industrial, including the WYE Trail Head/ Parker & Main Street Improvements	X					Special Projects, DWR, PWD, Parks/Recreation, Private Contractor	\$1,100,000	GF, TE Funds, IF	
Midland Greenway Phase III - Continue construction of Midtown Greenway from Industrial Blvd. to Queen City Parkway including the Palmour Drive Connector / Airport Trail	X	X	X			Special Projects, PWD, Parks/Recreation	\$500,000	GF, Grant, IF	

City of Gainesville
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Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Midland Greenway Phase IV - Study feasibility and construction of Midtown Greenway east extension and the Norfolk Southern Depot Park	X	X	X	X		Special Projects, PWD, Parks/Recreation, GHMPO	\$1,000,000	GF, Grant, IF, TAD	
Comprehensive Plan Update - Complete the 5-year/major update to the Comprehensive Plan	X					Planning, Consultant	\$150,000	GF	
Unified Land Development Code Update - Update the ULDC based on recommendations from the Comprehensive Planning process	X	X	X			Planning & Consultant	TBD	GF	
Local Historic Designation & National Register Updates - Implement recommendations in the Historic Resources Structural Survey Report for local designation and National Register Updates	X	X				Special Projects, Consultant	\$20,000	GF & Grants	
Infill Housing Strategy - Establish Land Bank Authority; economic incentives to assist in removal of slum/blight & dilapidated buildings; in-town/downtown density bonuses	X	X	X			Planning, Special Projects/ Neighborhood Development	Staff Time	GF, Grant	
Impact Fee/CIE Update - City needs to update Impact Fee Plan that was done originally in 2006, due to the City's growth since that time					X	Planning, Special Projects, Consultant	\$40,000	GF & IF	
Atlanta Highway Corridor Plan - Complete master plan for Atlanta Highway corridor	X	X				Planning, Special Projects & CVIOG	\$30,000	GF	
Create Quality Affordable Workforce Housing - Acquire property and/or construct single-family homes for homeownership by income-eligible persons	X					Planning, Special Projects, Consultant	\$1,255,000	HOME, CHIP & CDBG Grants	
Release an RFP for a Master Developer for Lakeshore Mall, Budgetel, and the Gainesville Mill area to begin the process of redeveloping these areas	X	X				Planning	Staff Time	GF	
COMMUNITY SERVICE CENTER (Community Outreach, Hall Area Transit, Home Based Family Support, Meals on Wheels, Senior Center)									
PROJECTS									
Funding Sources - Diversify the funding stream for the CSC, to include identifying and implement new fundraising efforts	X	X	X	X		CSC	Staff Time	Grants, Private Funds	On-going
Launch new WeGo Microtransit Vanpool Service within the City of Gainesville in 2020 and in Hall County in 2021. Sunset Dial-A-Ride Service in 2021.	X	X				HAT	\$975,000	Grants, IG Cares Act	Complete
FIRE									
PROJECTS									
Traffic Preemption System - Install a traffic preemption system for all traffic light intersections within the City allowing for a safer and more efficient response.	X	X	X	X	X	Fire	\$35,000	Fire Fund	3 intersections per year for access to the trauma center
Replacement rescue unit and equipment to replace current R-25		X	X	X		Fire	\$2,000,000	Fire Fund, IF	Completed

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Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Construct New Fire Station #5 - Construct a three (3) bay station to house a total of 12 personnel. Apparatus would include one (1) engine company and one (1) ladder company. To be located in the east central area of the City.		X				Fire	\$7,800,000	SPLOST VIII & IF	
Construct New Fire Station #6 - Construct a two (2) bay station to house a total of 8 personnel. Apparatus would include one (1) engine company and one (1) rescue company. To be located in the west central area of the City.				X		Fire	\$4,800,000	Fire Fund, SPLOST & IF	
Engine 24 Replacement - Replacement of Engine 24	X					Fire	\$740,000	Fire Fund & LP	Completed
Engine 23 Replacement - Replacement of fire engine 23		X				Fire	\$740,000	Fire Fund & LP	Completed
Fire Boat & Equipment Plus Dock - Additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline with enclosed dock storage.			X	X		Fire	\$670,000	Fire Fund, IF	Completed
Equip Fire Station #5 with one pumper truck		X	X	X		Fire	\$900,000	Fire Fund, IF	Ordered
Equip Fire Station #6 with one pumper truck					X	Fire	\$900,000	Fire Fund, SPLOST, IF	
Public Safety Training Facility: Fire Training Facility/Burn Building & Driving Course for Firefighter Trainees	X	X					\$5,500,000	Fire Fund, SPLOST & IF	On going
GOLF COURSE									
<i>PROJECTS</i>									
Golf Training & Introduction Program - Institute a program to provide an Introduction to Golf for schools and interested citizens, including golf lessons.	X	X	X	X	X	Golf Course	\$50,000	GF	
Club House - Develop plans for a new or renovated Club House, to include area for cart storage.	X					Golf Course	\$315,000	GF, Tournament Proceeds	
Range Renovations - Design and construct renovations to the driving range.		X	X			Golf Course	\$500,000	GF, Fee Revenues	
Maintenance Building - Develop plans for a new or renovated maintenance building.	X	X				Golf Course	\$175,000	GF, Tournament Proceeds	
Bent Grass Conversion - Convert course greens from Bent Grass to Champion Grass.			X	X		Golf Course	\$500,000	GF, Private Donations	
Golf Course Drainage Improvement - Construct a ditch to the right of #4 cart path to divert water from the fairway to the drainage pipe and redirect water from the fairway.	X					Golf Course	\$12,000	GF, Friends of Chattahoochee	
HUMAN RESOURCES									
<i>PROJECTS</i>									

City of Gainesville
Community Work Program FY2025 - FY2029

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Perform a multi-year HR Audit - Review all processes and policies to ensure compliance with legal requirements, and evaluate the adequacy and effectiveness of each. Identify areas that can be streamlined or carried out more efficiently through the use of technology .	X	X	X	X	X	HR	Staff/Legal Time \$5,000	GF	On-going. We are continuing to review policies and procedures every year to ensure compliance with all local, state and federal requirements.

City of Gainesville
Community Work Program FY2025 - FY2029

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
PARKS AND RECREATION									
PROJECTS									
East Side Greenway (Midtown to New Holland)	X	X	X			Parks & Recreation	\$1,000,000	GF, IF, SPLOST, Grants	In Progress - CSX Transportation property purchased. Working through quiet title issues and brownfield application.
Flat Creek Multiuse Trail	X	X	X			Parks & Recreation	\$850,000	GF, IF, SPLOST, Grants	In Progress - Part of Central Hall Trail that links to Midland Greenway. 95% construction documents and awaiting final approvals from GDOT before preparing for bid process.
Park Amenity Replacements - Replace and upgrade program for all system park amenities such as benches, picnic tables, trash receptacles, pavilions, fishing piers, signage, etc.	X	X	X			Parks & Recreation	\$100,000	FB, GF, SPLOST, Bonds, Grants	In progress
Park Restroom Renovations - Renovate & upgrade all park restroom facilities - Candler Fields & Longwood Park Tennis Courts (new)	X	X	X	X		Parks & Recreation	\$275,000	FB, GF, SPLOST, Bonds, Grants	Restroom facility at Wessell Park complete. Longwood, Roper, and Candler next.
Rental Facilities Equipment Replacement - Chair and Table Replacements at all rental facilities	X	X				Parks & Recreation	\$75,000	FB, GF, SPLOST	Complete
Playground Replacement - Phase II replacement of 20+ year old playground equipment in parks - Next Phase: Riverside, City Park, Lanier Point, and Longwood (Upper)	X	X				Parks & Recreation	\$350,000	FB, GF, SPLOST, Bonds	Complete
Youth Athletic Complex - More field space is needed due to growth in youth athletics	X	X	X			Parks & Recreation	\$11,500,000	GF, IF, SPLOST, Grants	In Progress - Completion expected in March 2025
Park Trail Maintenance - Repair and or replace uneven and broken concrete walkways, wooden bridges and boardwalks in the parks	X	X	X	X	X	Parks & Recreation	\$150,000	GF, private Donations	Bridge being replaced in Longwood Park in FY26.
New Parks Master Plan - A 10-year update of the Parks Master Plan is needed.	X					Parks & Recreation	\$150,000	FB, GF	Complete
Dog Park - Addition of a off lease play area for dogs in the parks.				X		Parks & Recreation	\$50,000	FB, GF, SPLOST, Bonds, Grants	Expanding Dog Park at Midland Greenway in FY25.
Park Community Gardens - Study and construct at least one area for community gardens within park system	X		X			Parks & Recreation	\$10,000	FB, GF, Grants	Delayed
Disc Golf Course - Study and construct a Disc Golf Course at Youth Athletic Complex			X			Parks & Recreation	\$22,000	FB, GF, SPLOST, Bonds, Grants	Complete - 18 hole Disc Golf Course was added at Wessell Park instead of the Youth Athletic Complex.
Park Parking Lots - Repave or resurface park parking lots: Lanier Point; Clarks Bridge; Wilshire Trails; The Rock; Longwood; Holly; Myrtle; Kenwood; City Park; and Candler	X	X				Parks & Recreation	\$150,000	FB, GF	
Frances Meadows Center Park Improvements - Construct trail system as designed around the Frances Meadows and Gainesville Middle School complexes; construct outdoor pool addition for general and lap swimming	X	X	X	X	X	Parks & Recreation	\$2,990,750	GF, IF, SPLOST, Grants	Delayed
Skate Park - Study and construct a public skate park	X					Parks & Recreation	\$2,050,000	GF, IF	X

City of Gainesville
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Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Civic Center Renovations Concept and Implementation - Customer service issue	X	X	X			Parks & Recreation	\$936,000	FB, SPLOST	Adding a backup generator.
VSI Upgrades - Recreation management software upgrades	X					Parks & Recreation	\$55,000	GF, FB	Complete
Lanier Point Athletic Complex Improvements - Dugout, Landscaping, Building (windows, swings, etc.) & Pavilion, Playground, Batting Cages & Safety Netting, etc.	X	X	X			Park & Recreation	\$725,000	GF, IF, SPLOST, Grants	Complete
City Park Baseball Concession & Restroom Building Replacement	X					Park & Recreation	\$850,000	GF, FB	Complete
Park Signage - Match new City standard	X	X				Parks & Recreation	\$750,000	GF, FB	Complete
Midtown Greenway Extension & Improvements	X	X	X	X		Parks & Recreation	\$3,419,000	IF, FB, SPLOST, GF	In Progress - New Train Park, destination playground, and bollard lighting are complete. New amphitheater/stage, and plaza are in progress.
Midland and Rock Creek Greenway Lighting		X	X			Parks & Recreation	\$400,000	GF, IF	Midland is complete; Rock Creek is in progress.
Recreation Center Planning - in new regional park at Allen Creek				X	X	Parks & Recreation	\$15,000,000	GF, IF, SPLOST, Grants	Ongoing - Development identified as part of new regional park to accommodate growth. \$550,000 encumbered for planning
Athletic Field Fencing - Refencing at City Park, Candler, and Lanier Point			X	X	X	Parks & Recreation	\$140,000	GF, FB	Delayed
Competitive Swimming Timing System	X	X				Parks & Recreation	\$35,000	GF, FB	Complete
Lake Lanier Olympic Park - Park Improvements	X					Parks & Recreation	\$250,000	SPLOST	N/A
Frances Meadows Fitness Center Improvements		X	X			Parks & Recreation	\$225,000	GF, FB	Complete
Frances Meadows Pools Resurfaced						Parks & Recreation	\$300,000	GF, FB	In Progress; also replacing diving blocks for competitive swimming.
Tennis Courts Resurfaced at Longwood and City Park	X					Parks & Recreation	\$35,000	GF, FB	Complete
Civic Center Security Cameras Replaced			X			Parks & Recreation	\$55,000	GF, FB	Complete
Civic Center Portico Added	X					Parks & Recreation	\$150,000	GF, FB	Delayed
Sport Field Lighting Upgrades to LED		X	X	X		Parks & Recreation	\$995,000	GF, FB	Complete except for Longwood Tennis Courts, which are planned for FY26
New Maintenance Building			X			Parks & Recreation	\$100,000	GF, FB	Delayed pending possible Rec Center locations.
Kenwood Playground Added	X					Parks & Recreation	\$45,000	GF, FB	Complete
Longwood Park					X	Parks & Recreation	\$2,253,350	GF, IF, SPLOST, Grants	In Progress - awaiting final approval and award of LWCF Grant Funding.
Myrtle Street Sports Field with lights		X				Parks & Recreation	\$100,000	GF, FB	Complete
Martha Hope Cabin Improvements		X	X			Parks & Recreation	\$1,200,000	GF, IF	Complete

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	2025	2026	2027	2028	2029				
Wessell Park Parking				X	X	Parks & Recreation	\$800,000	GF	Complete
Roper Park Improvements			X	X	X	Parks & Recreation	\$350,000	GF, IF	In Progress - adding 2 sand volleyball courts, pavilion, parking, and updating restrooms.
Dogwood Pavilion Replacement (Longwood Park)		X	X	X		Parls & Recreation	\$1,600,000	GF, FB, Grants	In Progress - Concept complete with construction documents in the works.
Aviation Park			X	X	X	Parls & Recreation	\$2,000,000	GF, FB, Grants	In Progress - Developing concept plans including parking, pavilion, playground, pickleball courts, etc.
POLICE									
PROJECTS									
Police Training Facility, Phase II - Construct Phase II of the police training facility which includes a shoot house, a training building with instructional classroom space, and indoor weapons training simulator	X	X	X	X	X	Police	\$3,326,000	GF, LP, IG, SPLOST	Currently Under Design
PUBLIC WORKS									
PROJECTS									
Lee Gilmer Airport Improvements - Undertake projects as recommended in the airport capital improvement plan	X					Airport	\$13,625,000	GF, Airport, GDOT, FAA, Grants	
Road Improvement Programs - Conduct programs in accordance with the road maintenance plan to improve the 1402.7 miles of City streets that are rated on an annual basis. Programs include resurfacing, patching, full depth reclamation, rubberizations and in-house paving program	X	X	X	X	X	PW Engineering, Streets, GDOT	\$13,625,000	GF, FB, IG, CIP, LMIG, GDOT	
Sidewalk Improvements - Install sidewalks in accordance with the City's sidewalk improvement plan	X	X	X	X	X	PW Engineering	\$1,000,000	GF, Grants	
Thermoplastic Restriping - Perform thermoplastic restriping on certain classified City streets to meet Federal compliance mandates	X	X	X	X	X	Traffic Engineering	\$50,000	GF, LMIG	
Citywide Traffic Calming - Continue traffic calming measures including speed tables, pedestrian crossings, signage, equipment, and related expenses	X	X	X	X	X	Traffic Engineering	\$220,000	GF	
Interchange Beautification - New landscaping at Exit 20 (I-985 & Queen City Parkway)	X	X				PW Engineering	\$600,000	GF, Chamber of Commerce, Private Donations	
Transportation Improvement Program - Conduct programs in accordance with the transportation master plan to improve the infrastructure, intersections and traffic conditions within the City.	X	X	X	X	X	Traffic Engineering	\$15,000,000	GF, FB, IG, CIP, GDOT, Grants	

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	2025	2026	2027	2028	2029				
Prior Street-Jesse Jewell Intersection Improvement - Add a southbound left turn lane on Prior at Jesse Jewell	X					PW Engineering	\$75,000	GF, GDOT	
Park Hill Drive and South Enota Drive Intersection Improvements - Improve the capacity of the intersection by development of a design for potential improvements, upgrading traffic signals, adding necessary turn lanes according to the design, purchasing right of way, and installing pedestrian signals to meet State ADA mandates	X					PW Engineering	\$350,000	GF, GDOT	
Bradford and Washington Streetscapes - Make improvements to Bradford St from Washington St to Academy St and Washington St from EE Butler Pkwy to Bradford St	X					PW Engineering	\$150,000	GF	
Thermoplastic Crosswalk Improvements - Install decorative thermoplastic crosswalks at 5 intersections. EE Butler Pkwy/Spring St, EE Butler Pkwy/Washington St, Jesse Jewell Pkwy/Bradford St, Jesse Jewell Pkwy/Main St and Jesse Jewell Pkwy/West Academy St	X					PW Engineering	\$350,000	GF	
E.E. Butler Pkwy at MLK Jr Blvd; Athens Street at MLK Jr Blvd Intersection improvement		X				PW Engineering	\$1,250,000	GF, FB, IG, CIP, GDOT, Grants	
Operations Manual - Develop operations manual for all Public Works divisions, including annual updates.	X	X	X	X		PW Engineering	Staff Time	GF	
Intelligent Transportation System Evaluation & Implementation to provide interconnectivity to GDOT - Connect various Intelligent Transportation Systems (ITS) that are located throughout the City into a central location that will enable a constant link of communication to our major corridor's traffic signals and eventually permit internet users the ability to access traffic cameras through the GDOT website	X					Traffic Engineering	\$175,000	GF	
Intelligent Transportation System Intersection Improvements - Install Intelligent Transportation System at all major intersections within the City	X					Traffic Engineering	\$100,000	GF	
Jesse Jewell Parkway at Auburn Avenue Intersection Improvement - add an eastbound Jesse Jewell right-turn lane.	X					Traffic Engineering	\$140,000	GF	
Browns Bridge Road at West End Avenue Intersection Improvement - add a westbound Browns Bridge right-turn lane.	X					Traffic Engineering	\$450,000	GF	
Jesse Jewell Pkwy at EE Butler Pkwy Intersection Improvement - extend the eastbound Jesse Jewell right-turn lane from the pedestrian bridge to EE Butler Parkway.	X					Traffic Engineering	\$280,000	GF	
Bridge Maintenance Program - Perform maintenance on the City's bridge infrastructures	X					PW Engineering	\$75,000	GF	
Asphalt Preservation Program - Utilize crack seal and other pavement preservation methods	X					PW Engineering	\$25,000	GF	

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	2025	2026	2027	2028	2029				
Roadway Beautification Program - Improve the condition and appearance of the Rights-of-ways and medians throughout the City	X	X				Landscape Management	\$200,000	GF	
Construct new Public Works Complex - Construct new complex for Public Works divisions of Vehicle Services, Traffic, Streets and Solid Waste	X					PW Engineering	\$8,000,000	GF, SPLOST	
Cemetery Expansion - Open additional section of Alta Vista Cemetery			X			Cemetery	TBD	CTF	
Green Hill Circle Connector - Extend Green Hill Cir to connect to Shallowford Dr to improve traffic operations near along the Dawsonville Hwy corridor.	X	X				PW Engineering	TBD	SPLOST	
Green Street Study Implementation - Construct the improvements to Green St identified in the Green Street Improvement Feasibility Study.	X	X	X	X		PW Engineering	TBD	GF	
City Park Roundabout - Design a roundabout at the intersection of Memorial Dr / Glenwood Dr / Prior St.	X	X	X	X		PW Engineering	TBD	GF	
Davis Street Extension - Extend Davis St from its current terminus at Wills St to Queen City Pkwy.	X					PW Engineering	TBD	CDGB	
Oak Tree Drive / SR 60 Connector Improvements - Construct improvements along Oak Tree Dr and Riverside Dr.	X	X	X	X		PW Engineering	TBD	GF, GTIB, GDOT	
Upgrade MLK Jr. Boulevard to a "complete street" focused on pedestrian improvements, from Queen City Parkway to E. Butler Parkway.			x			PW Engineering	TBD	GF, TAP, IF	Candidate project
Expand the Midland Greenway along the unused CSX interchange track right-of-way to connect to Fair Street Neighborhood and New Holland.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect existing trail from Longwood Park along Pearl Nix Pkwy to Lakeshore Drive and connect to Lakeshore Mall.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect Existing Wilshire Trails along Pearl Nix Pkwy to John W Morrow Jr Pkwy.		x				Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Study traffic operations / signalization at the Enota Avenue and Virginia Avenue intersections to improve pedestrian safety.		x				Traffic Engineering	TBD	GF	Candidate project
Assess prior Green Street / Park Hill Drive intersection improvement concepts for future applicability.			x			Traffic Engineering	TBD	GF	Candidate project
Add connection to Linwood Nature Preserve off Crystal Dr./Springview Dr.					x	PW Engineering	TBD	TBD	Candidate project
Provide better pedestrian accessibility and safety along Browns Bridge Road through improved sidewalks / streetscapes, bike lanes, limited curb cuts, better lighting, and street trees.			x			PW Engineering	TBD	TBD	Candidate project
Connect Alta Vista Cemetery, Longwood Park, and Lakeshore Mall area by connecting them to the Wilshire Trails and the Midland Greenway through new multi-use trails.					x	Planning, Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project

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	2025	2026	2027	2028	2029				
Install sidewalks and other pedestrian and bicycle improvements along Pearl Nix Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Provide for better and safer pedestrian connections across John Morrow Parkway, especially at the Pearl Nix Parkway intersection.		x				Traffic Engineering	TBD	TBD	Candidate project
Multi-Use Trail: Connect Midland Greenway to Lakeshore Mall through Budgetel Redevelopment Area.			x			Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project
Add Pedestrian Crossing at the intersection of Queen City Pkwy and Summit St for trail connection from Midland Greenway to Budgetel Redevelopment area (trail through Armour St).				x		PW Engineering	TBD	TBD	Candidate project
Add sidewalks along Limestone Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Improve the street environment to enhance walkability at Jesse Jewell Parkway in New Holland.					x	PW Engineering	TBD	TBD	Candidate project
Link Gainesville Mill to Midland Greenway via Phase III.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Determine the feasibility of connecting the New Holland Mill to the Fair Street neighborhood with sidewalks along Myrtle Street.		x				Planning, PW Engineering	TBD	GF, Grants	Candidate project
Trail connection at Mundy Mill.					x	Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Expand Dawsonville Highway to 3 lanes in each direction between Shallowford Rd. and Ahaluna Dr.					x	PW Engineering	TBD	GF, GDOT	Candidate project
Multi-Use Trail in Gainesville Mill Redevelopment Area connecting Midland Greenway to existing trail on Marler Street to end of Marler Street.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
WATER RESOURCES									
PROJECTS									
Meter Maintenance Program - Replacement aging water meters with new radio read meters and increase of FlexNet coverage area.	X	X	X	X	X	Meter Services	\$12,500,000	Capital Project Fund	Ongoing
Tank Maintenance Program - Annual maintenance of tanks within the water system, including inspection and painting.	X	X	X	X	X	Engineering & Construction Services	\$4,750,000	Capital Project Fund	Ongoing
Lift Station Improvement Program - Annual improvements to lift stations, as needed, to ensure operational ability and capacity.	X	X	X	X	X	Engineering & Construction Services	\$13,750,000	Capital Project Fund	Ongoing
Distribution and Collection Facility Relocation - Relocation of the distribution and collection maintenance facility and warehouse on Hancock Avenue to the Gainesville 85 Business Park.	X	X	X	X	X	Engineering & Construction Services	\$50,000,000	Bonds	Bid March 2026

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Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Water Reclamation Facilities Improvements -Major maintenance projects at both Water Reclamation Facilities including: replacement of membrane trains and basin seals, addition of surge tank and rehabilitating influent structures at LWRF; addition of bar screens, diffusion aeration, and primary clarifiers with dedicated odor control, renovation of the City testing laboratory, and addition of membrane filtration at FCWRF; and electrical control upgrades.	X	X	X	X	X	Engineering & Construction Services	\$72,500,000	Capital Project Fund and Bonds	Ongoing
Water Treatment Plant Improvements - Major maintenance projects at both Water Treatment Plants, including NPDES permit compliance work, addition of advanced processes to treat newly regulated parameters (ozone), clearwell maintenance, chemical tank additions, filter rehabilitation, electrical control upgrades and new VFD raw water and high service pumps.	X	X	X	X	X	Engineering & Construction Services	\$34,000,000	Capital Project Fund and GEFA	Ongoing
Lakeside Water Treatment Plant Filter Expansion - Addition of three treatment filters to Lakeside Water Treatment Plant to expand capacity.	X	X	X	X	X	Engineering & Construction Services	\$25,000,000	Capital Project Fund and Bonds	Bid March 2026
Flat Creek Water Reclamation Facility Dewatering Building - Addition of rotary press dewatering facility to accommodate more restrictive standards for sludge handling.	X	X				Engineering & Construction Services	\$25,000,000	Capital Project Fund and Bonds	Complete
Water Main Extensions/Maintenance/Improvements - Design and construction of extensions to serve additional customers, and maintenance and improvements of aging water mains.	X	X	X	X	X	Engineering & Construction Services	\$7,500,000	Capital Project Fund	Ongoing
Sanitary Sewer Extensions/Maintenance/ Improvements - Design and construction of extensions to serve additional customers, and maintenance and improvements of aging sanitary sewer mains.	X	X	X	X	X	Engineering & Construction Services	\$7,500,000	Capital Project Fund	Ongoing
Water and Sewer Utility Relocations - Relocation of water and sanitary sewer mains as required by GDOT for transportation improvements.	X	X	X	X	X	Engineering & Construction Services	\$31,000,000	Capital Project Fund	Ongoing
Manhole Lining Rehabilitation and Improvements - Install manhole lining & other improvements to reduce inflow & infiltration	X	X	X	X	X	Engineering & Construction Services	\$250,000	Capital Project Fund	Ongoing
Storm Drainage Improvement Program - Install, repair, and/or reconstruct stormwater drainage facilities at various locations throughout the City, as identified by staff and the Stormwater Capital Improvements Plan.	X	X	X	X	X	Stormwater	\$4,900,000	Capital Project, SPLOST and Grant Funds	Ongoing
Stormwater Hydraulic Model and Master Plan - Long range planning to identify priority future projects, necessary maintenance, and evaluation of funding sources for City stormwater infrastructure.			X	X	X	Stormwater	\$1,000,000	Capital Project and Operating Funds	Ongoing

City of Gainesville
Community Work Program FY2025 - FY2029

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2025	2026	2027	2028	2029				
Water System Hydraulic Model and Master Plan - Long range planning to identify priority future projects, necessary maintenance, and evaluation of funding sources for City water distribution and Water Treatment Plant infrastructure.	X	X	X	X	X	Engineering & Construction Services	\$1,000,000	Capital Project and Operating Funds	Ongoing
Wastewater System Hydraulic Model and Master Plan - Long range planning to identify priority future projects, necessary maintenance, and evaluation of funding sources for City wastewater collection system and Water Reclamation Facility infrastructure.	X	X	X	X	X	Engineering & Construction Services	\$1,000,000	Capital Project and Operating Funds	Ongoing
Asset Management Implementation - Program which identifies and tracks condition of DWR assets for comprehensive replacement and rehabilitation schedule.	X	X	X	X	X	Engineering & Construction Services	\$1,500,000	Capital Project Fund	Ongoing
Athens Highway Sanitary Sewer Extension - Extension of the City's sanitary sewer collection system along the Athens Highway corridor	X					Engineering & Construction Services	\$16,000,000	Capital Project Fund and GEFA	Substantially Complete
Clarks Bridge Road Lift Station - A sanitary sewer lift station to serve the upgraded Olympic Rowing Venue.	X					Engineering & Construction Services	\$2,500,000	Capital Project Fund	Complete
IT Upgrades - Replacement and upgrade of Information Technology (IT) assets to ensure reliability and security of the Department's water and wastewater operations	X	X	X	X	X	Engineering & Construction Services	\$3,500,000	Capital Project Fund	Ongoing



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 16, 2026
Date Submitted: April 20, 2026
Final Approval Date: April 20, 2026
Presenter: Abb Hayes, City Attorney
Item of Business: Request from **G2 Industrial Partners, LLC** to rezone a 1.1± acres tract located on the northeast corner of the intersection of Athens Street and Purina Drive (a/k/a **920 Purina Drive, SE; 937, 943 and 949 Athens Street, SE**) from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I). **Ward Number: Three**. Tax Parcel Number(s): 00-058-002-005 and 006; 01-058-002-005A. **Request: Existing light industrial uses.**

- Proposed Rezoning Ordinance 2026-11

Meeting Date: April 21, 2026

Purpose of Request:

To conduct a public hearing regarding the following zoning request as presented at the March 10, 2026, Planning and Appeals Board meeting.

Facts & Issues / History & Background:

The applicant is proposing to rezone the subject properties to consolidate all three parcels under the same zoning district of Light Industrial (L-I). The parcel located at 937 Athens Street consists of a 2,500 sf. block building occupied by Southern Wood Craftsmen, Inc., that specializes in woodworking, such as cabinets, doors and other home appliances. The parcel located at 943 and 949 Athens Street contains a 1,500 sf. vacant metal building that was the previous location of A-1 Towing. The parcel located at 920 Purina Drive is a gravel lot and contains no structures. The properties were recently acquired by the applicant and have been improved with new gravel, fencing and the removal of debris and overgrown vegetation. Access currently exists along Athens Street and Purina Drive. The adjacent uses include a church, Amer Rugs, Purdy Flooring & Design, Fx Logistics, Carroll Daniel Construction, zoned General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I).

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 2026-11:

I move to approve the ordinance to rezone the subject property from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I) 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. CC Legal Ad
2. PAB Recommendation Report
3. Proposed Rezoning Ordinance 2026-11
4. Location maps
5. Narrative
6. Site plan
7. Photos

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant and Property Owner..... G2 Industrial Partners, LLC
Location..... 920 Purina Drive; 937,943, and 949 Athens Street
Request..... Rezone from G-B, L-I, and H-I to L-I
Size 1.1± acres
Ward..... Three
Proposed Use..... Existing light industrial uses
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... March 10, 2026

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

The applicant is proposing to rezone the subject properties to consolidate all three parcels under the same zoning district of Light Industrial (L-I). The parcel located at 937 Athens Street consists of a 2,500 sf. block building occupied by Southern Wood Craftsmen, Inc., that specializes in woodworking such as cabinets, doors and other home appliances. The parcel located at 943 and 949 Athens Street contains a 1,500 sf. metal building that is vacant but was the previous location of A-1 Towing. The parcel located at 920 Purina Drive is a gravel lot and contains no structures. The properties were recently acquired by the applicant and have been improved with new gravel, fencing and the removal of debris and overgrown vegetation. Access currently exists along Athens Street and Purina Drive.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Amer Rugs; Purdy Flooring & Design	Heavy Industrial (H-I) Light Industrial (L-I) General Business (G-B)
South	FX Logistics	Heavy Industrial (H-I)
East	Emmanuel Community Evangelical Church	General Business (G-B)
West	Carroll Daniel Construction; Georgia Building Supply; Rehabilitation Industries of NE Georgia; Lanier Aluminum products	Heavy Industrial (H-I)

▪ **Zoning History**

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

2026 – A request by Candler Development Services (Gainesville Housing Authority) to rezone a 8.33± acres tract located at 815 Harrison Drive, SE from Residential-II (R-II) to Planned Unit Development (P-U-D) for 145 multi-family housing units was approved with conditions.

2023 – A request by Heliodora Galeas De Bonilla, LLC to annex and establish Residential-II (R-II) zoning on a 0.11± acre tract located at 1338 Harrison Drive, SE for an existing single-family home was approved.

2022- A request by West Ridge Storage, LLC and Gold Meadow Land LLC to rezone a 3.69± acres property located at 891 West Ridge Road, SE from Regional Business (R-B) to Light Industrial (L-I) was approved with conditions for climate controlled self-storage.

2019- A request by Karl Chambers and David Reddicks to annex and establish Residential-II (R-II) zoning a 0.49± acre property located at 1026 Athens Street was approved with conditions for a residential duplex.

2018 – A request by KRM 2016, LLC to rezone a 0.855 ± acre tract located at 827, 831 and 851 Athens Street, SE from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for five residential duplexes was approved with conditions.

▪ **Staff Analysis**

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

The existing Southern Wood Craftsmen business is allowed by right in the existing zoning. Rezoning will bring all the parcels already used for this business under the same zoning. The property is located along an established commercial/industrial corridor spanning from E.E. Butler Parkway to Athens Highway. The zoning and development of the adjacent and nearby property consists of commercial and industrial uses zoned General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I).

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

The existing business already functions in an area with other commercial and industrial uses. The applicant has improved the property. Therefore, the proposed use should not create any adverse effects to the surrounding properties.

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

It is staff's opinion that the proposal is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Industrial land use category*. This category includes areas containing or planned for a wide range of office, business, light industrial, manufacturing, research and development uses; and commercial uses that directly support or are otherwise linked to the dominant business use.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Economic Development Gateways character area* which supports the applicant's proposal. The primary vision for the area is to continue to support economic development while preserving and strengthening important natural and cultural resources. These areas include a wide range of office, business, light industrial, manufacturing, research, and development uses; and commercial uses that directly support or are otherwise linked to the dominant business use as well as mixed-use, residential (existing uses only), public / institutional, transportation / communications / utilities, and parks / recreation / conservation uses.

In addition, the subject property is located within 2022 Athens Street and 129 South Corridor Master Plan which includes future pedestrian safety and beautification efforts that may include new sidewalks and street scaping along the Athens Street corridor.

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

The property is zoned General Business (G-B), Light industrial (L-I), and Heavy Industrial (H-I) which is intended for nonresidential uses which serve the public by means of automobiles. The property could remain as currently zoned but the applicant desires to have all three properties under the same Light Industrial (L-I) zoning. The proposal seems reasonable given that it provides a uniform zoning which supports existing and future light industrial uses. To some degree, the rezoning could be considered a down zoning for the H-I zoned portion of the property.

(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, sewer, and public safety services are currently provided to the subject properties and capacity is sufficient. Public safety currently responds to the property and Gainesville Fire Station #1 is located approximately 1.4± miles away from Queen City Parkway which currently services adjacent and nearby properties. There will be no impact on the City school system.

(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?

Athens Street has experienced mostly commercial and industrial growth given the proximity of the railroad and I-985. It is anticipated that the surrounding area will remain mostly nonresidential due to the location of the Cargill and Purina plants.

(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 recommended conditions 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 rezoning request based on the Comprehensive Plan and the adjacent industrial uses.

Conditions

- 1. Prohibited uses for the subject property shall include group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, vehicle sales, vehicle service, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.**
- 2. All outdoor storage shall be screened by an opaque fence or wall at least 8 feet in height or a staggered row of buffer trees consisting of a mixture of Cryptomeria, Arborvitae and Eastern Red Cedar trees or other approved trees at a minimum installation height of 8 feet. The location, number, spacing, size and type of trees**

planted shall be subject to the approval of the Community and Economic Development Department Director.

Excerpts from the March 10, 2026 PAB Meeting Minutes

Applicant Presentation: Garrison Price, 4819 Propes Drive, Oakwood, advised he agreed with the staff recommendations and would answer any questions.

FAVOR: None

OPPOSE: None

There was a motion to recommend conditional approval to rezone the subject property for existing light industrial uses from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I) with the following conditions:

Conditions

1. Prohibited uses for the subject property shall include group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, vehicle sales, vehicle service, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
2. All outdoor storage shall be screened by an opaque fence or wall at least 8 feet in height or a staggered row of buffer trees consisting of a mixture of Cryptomeria, Arborvitae and Eastern Red Cedar trees or other approved trees at a minimum installation height of 8 feet. The location, number, spacing, size and type of trees planted shall be subject to the approval of the Community and Economic Development Department Director.

Motion made by Vice Chair Thompson

Motion seconded by Board Member Young

Vote – 6 favor, 1 absent (Martin)

Passed: _____

AN ORDINANCE

No. 2026-11

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 1.1± ACRES TRACT LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF ATHENS STREET AND PURINA DRIVE (A/K/A 920 PURINA DRIVE, SE; 937, 943 AND 949 ATHENS STREET, SE) FROM GENERAL BUSINESS (G-B), LIGHT INDUSTRIAL (L-I) AND HEAVY INDUSTRIAL (H-I) TO LIGHT INDUSTRIAL WITH CONDITIONS (L-I-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 **Light Industrial, with conditions (L-I-c)**.

Conditions

- 1. Prohibited uses for the subject property shall include group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, vehicle sales, vehicle service, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.**
- 2. All outdoor storage shall be screened by an opaque fence or wall at least 8 feet in height or a staggered row of buffer trees consisting of a mixture of Cryptomeria, Arborvitae and Eastern Red Cedar trees or other approved trees at a minimum installation height of 8 feet. The location, number, spacing, size and type of trees planted shall be subject to the approval of the Community and Economic Development Department Director.**

Legal Description

Tract 1:

All that tract or parcel of land, together with improvements thereon, lying and being in the Gainesville District of Hall County, Georgia, and being a portion of Lots 2 and 3 of the Thomas

ORDINANCE NO. 2026-11

Estate Subdivision as shown by a plat recorded in Plat Book 2, Page 46 of the Hall County Plat Records and being more fully described as follows:

BEGINNING at the South corner common to Lots 1 and 2 of the Thomas Estate Subdivision as shown by a plat recorded in Plat Book 2, Page 46 of the Hall County, Georgia, Land Plat Records, which corner lies 272 feet, more or less, Southeast of Purina Drive; and running thence along the line between said Lots 1 and 2, 170 feet more or less, in a Northwesterly direction to the property now or formerly owned by Thomas; thence along said Thomas property 75 feet, more or less, in a Northwesterly direction to a corner; thence along the West line of Lot 3 of said Thomas Estate property 30 feet, more or less, in a Southwesterly direction to a corner; thence 67.8 feet, more or less, in a Northwesterly direction to a corner at property, now or formerly owned by Souther, thence along said Souther property 172 feet, more or less, in a Southwesterly direction to a corner on the Northeast side of Athens Street, thence along the Northeast side of the right of way of Athens Street, 152 feet, more or less, in a Southeasterly direction to the beginning corner. This property is the same as that described and conveyed in a Warranty Deed from Leamon R. Russell to Fred D. Waller dated February 9, 1984 and recorded in Deed Book 827, Page 377 of the Hall County Records.

Tract 2:

All that tract or parcel of land lying and being in the City of Gainesville, Gainesville District, Hall County, Georgia, and being described as follows:

BEGINNING at an iron pin at the intersection of the Northeasterly side of Old Athens Highway with the Southeasterly side of Purina Drive and running thence along the right away of said Purina Drive the following courses and distances: North 21° 48' East 118.88 feet; North 41° 13' East 70.41 feet; North 49° 22' East 22.2 feet; thence South 46° 50' East 77.11 feet to an iron pin; thence South 22° 25' West 96.4 feet to an iron pin; thence South 9° 4' West 65.08 feet to an iron pin on the right of way of Old Athens Highway; thence along said right of way North 76° 21' West 120 feet to the Point of BEGINNING. Being the same property described and conveyed as Tract II in an Executrix's Deed of Assent dated April 25, 1995 and recorded in Deed Book 2174, Page 34, Hall County, Georgia Records. LESS AND EXCEPT FROM THE FOREGOING all that tract or parcel of land described in that Warranty Deed from Joseph H. Pattillo, Jr. and Suzanne S. Pattillo to Adams Transfer & Storage Company, Inc. dated April 21, 2006 and recorded in Deed Book 5681, page 367, Hall County Records.

TOGETHER WITH all that tract or parcel of land described in that Warranty Deed from Adams Transfer & Storage Company, Inc. to Joseph H. Pattillo, Jr. and Suzanne S. Pattillo dated April 20, 2006 and recorded in Deed Book 5681, page 365, Hall County Records. Also together with all that tract or parcel of land described in that Quitclaim Deed from ASA Properties, Inc. to Joseph H. Pattillo, Jr. and Suzanne S. Pattillo dated June 13, 2016 and recorded in Deed Book 7719, page 219, Hall County Records.

SUBJECT TO and TOGETHER WITH all rights of way, restrictions, and easements of record; provided, however, nothing herein shall be construed as reviving or renewing any such restrictions or covenants which have heretofore expired or are no longer effective by law, the terms thereof, or otherwise.

SECTION II

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

ORDINANCE NO. 2026-11

SECTION III

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

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V

The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

Zack Thompson, Mayor

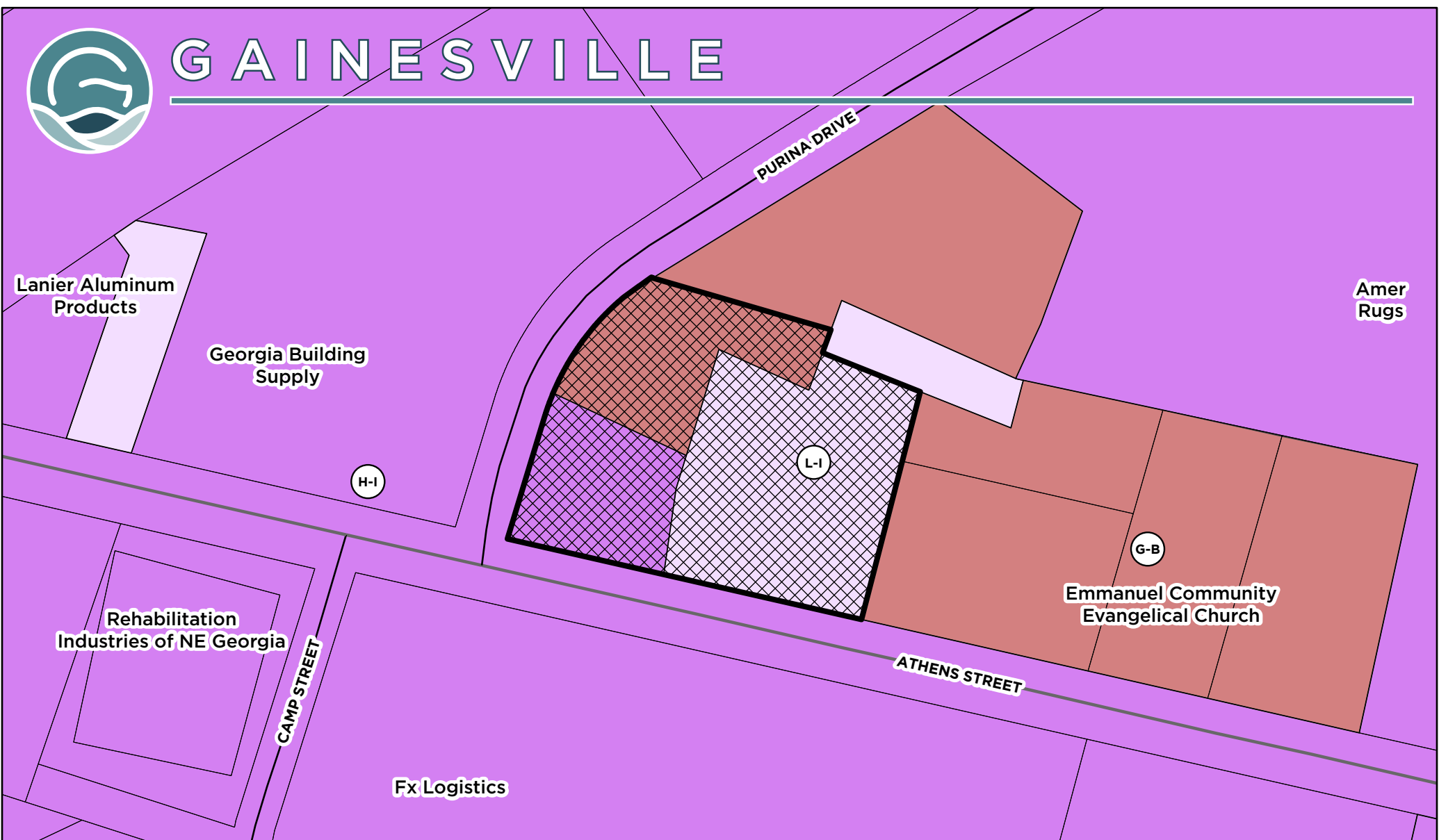
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Alisa Grayson, City Clerk



GAINESVILLE



Applicant:
G2 INDUSTRIAL PARTNERS, LLC


REZONING REQUEST

Request:
 Rezone +/- 1.1 AC from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I) for existing light industrial uses.

Subject Property Address:
 920 Purina Drive, SE;
 937, 943 & 949 Athens Street, SE

Tax Parcel:
 00-058-002-005 & 006
 01-058-002-005A

Meeting Date: 03/10/2026
Map Prepared: 02/12/2026

 **Subject Property**

0 50 100 200 300 Feet
 Scale: 1" = 100'



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GAINESVILLE



Applicant:
G2 INDUSTRIAL PARTNERS, LLC


Request:
Rezone +/- 1.1 AC from General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I) to Light Industrial (L-I) for existing light industrial uses.

REZONING REQUEST

Subject Property Address:
920 Purina Drive, SE;
937, 943 & 949 Athens Street, SE

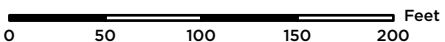
Tax Parcel:
00-058-002-005 & 006
01-058-002-005A

Meeting Date: 03/10/2026
Map Prepared: 02/12/2026

 **Subject Property**

Aerial from 2025

Scale: 1" = 50'




Re-Zoning Narrative

Addresses: 943 SE Athens St, Gainesville, Hall County, GA (Parcel No. 00058 002006), 920 SE Purina Drive, Gainesville, Hall County, GA (Parcel No. 00058 002005), and 937 SE Athens St, Gainesville, Hall County, GA (Parcel No. 01058 002005A)

Current Zoning

- 937 Athens Street is Zoned Heavy Industrial (H-I)
- 943 Athens Street is Zoned Light Industrial (L-I)
- 920 Purina Drive is Zoned General Business (G-B)

Proposed Zoning

- 937 Athens re-zoned to Light Industrial (L-I)
- 943 Athens Street remains Light Industrial (L-I)
- 920 Purina Drive re-zoned to Light Industrial (L-I)

G2 Industrial Partners, LLC would like to request for 937 Athens Street and 920 SE Purina Drive to be re-zoned to Light Industrial Zoning. This zoning aligns with the city's comprehensive plan for the area, and we plan to contribute to the city's planned future with this property. We have already completed our improvements to the property which includes a completely new fence surrounding the property, re-painting the 937 Athens Street building and roof repair, new gravel for the yard, and a completely new deck and interior renovation of 943 Athens Street.

Currently, 937 Athens Street is zoned Heavy Industrial (H-I), with the current tenant being Southern Wood Craftsmen, Inc. The tenant specializes in woodworking for residential homes primarily building cabinets, doors, and other home appliances. This use is permitted under the proposed Light Industrial re-zone. We feel that Heavy Industrial zoning is not necessary for this property, as we don't plan to have any large heavy manufacturing uses for this site in the future. With the building being 2,500 square feet and located on Athens Street, we feel that downzoning the property to Light Industrial is the best fit for this property.

943 Athens Street is currently zoned Light Industrial, and we feel that it is correctly zoned for the use. The property connects with 920 Purina Dr and is connected by a fence that surrounds the two properties. The building is located on 943 Athens Street and 920 Purina Dr is a graveled and fenced yard connected to the building. The property is currently

vacant and we are actively looking to lease the property to a variety of service uses that fall under the light-industrial zoning guidelines.

920 Purina Dr is a vacant lot connected to 943 Athens Street and is currently zoned General Business. We would like to re-zone this property to Light Industrial to align with 943 Athens Street and allow a future tenant to be able to use both properties together under the same use. We have no immediate plans of building a building on this property and are planning to keep it as a graveled lot for the time being. We feel this zoning is positive to the community as it helps connect 943 Athens Street and also aligns with the city's comprehensive plan.

We sincerely thank you for reviewing this proposal and look forward to continuing to work with the city to improve the city in any way possible.



