



AGENDA

Gainesville Mayor/Council Meeting
Tuesday, December 19, 2017, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Cemetery Committee
 - Position held by Nancy Keleman (*reappointment*)
 - Position held by Margaret Howington (*reappointment*)
- B. Chattahoochee Golf Course Advisory Committee
 - Position held by Gene Weschler (*reappointment*)
 - Position held by Will Hicks (*reappointment*)
 - Position held by Will Peebles (*reappointment*)
- C. Tax Allocation District Advisory Committee
 - Position held by Joe Biddy

Resolutions

- A. BR-2017-56 2018 Governing Body Meeting Schedule
- B. BR-2017-57 2018 Planning and Appeals Board Meeting Calendar
- C. BR-2017-58 Administrative Services Department/HR Division Additional Personnel
- D. BR-2017-59 Amendment to the City of Gainesville Personnel Policies and Procedures Manual

ANNEXATION/ZONING:

A. Second Reading: Ordinance No. 2017-31

Annex 0.516± acre at 2431 S Smith Road

AN ORDINANCE ANNEXING A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. Second Reading: Ordinance No. 2017-32

Zone 0.516± acre at 2431 S Smith Road

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD) AT THE TIME OF ANNEXATION AS GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

C. Second Reading: Ordinance No. 2017-33

Annex 0.98± acre at 2510 Old Flowery Branch Road and 2026 Memorial Park Drive

AN ORDINANCE ANNEXING A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

D. Second Reading: Ordinance No. 2017-34

Zone 0.98± acre at 2510 Old Flowery Branch Road and 2026 Memorial Park Drive

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE) AT THE TIME OF ANNEXATION AS RESIDENTIAL-II, WITH CONDITIONS (R-II-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

A. Business Resolution 2017-60 The Arts Council, Inc. Property Acquisition

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, December 15, 2017, 3:56 PM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/11/2017

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 12/19/2017

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2017

Presenter: Danny Dunagan

Item of Business: Cemetery Committee

- Position held by Nancy Keleman (*reappointment*)
- Position held by Margaret Howington (*reappointment*)

Meeting Date: 12/19/2017

Purpose of Request:

The purpose of this request is to address expired terms.

History/Background:

Facts & Issues for Consideration:

Cemetery Committee members serve three-year terms. The Committee follows the guidelines of the City Charter, the Code of Ordinances and Business Resolution 2015-48.

Department Recommendation:

The Mayor nominated Nancy Kelemen and Margaret Howington to serve another term during the December 14, 2017 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Cemetery Committee Members	Backup Material

CEMETERY COMMITTEE

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Kelemen	Nancy	11/19/2013	5/5/2015	11/19/2017
Ward 2	Coates	Bill	11/19/2013	6/7/2016	11/19/2018
Ward 3	Pierce	Glenda	6/7/2016 UE	11/15/2016	11/19/2019
Ward 4	Howington	Margaret	11/19/2013	5/5/2015	11/19/2017
Ward 5	Mason	Ben	11/19/2013	6/7/2016	11/19/2018
Ex-Officio	Casper	Tommy	N/A		By Virtue of Position

TERM: Three-year Terms

CONTACT: Chris Rotalsky, Public Works Director
Tommy Casper, Cemetery Manager

NOTES: Re-established: November 19, 2013.
Initial appointees serve staggered term as shown. All successors serve 3 year terms.

UPDATED: 12/14/17 dj

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2017

Presenter: Danny Dunagan

Item of Business: Chattahoochee Golf Course Advisory Committee

- Position held by Gene Weschler (*reappointment*)
- Position held by Will Hicks (*reappointment*)
- Position held by Will Peeples (*reappointment*)

Meeting Date: 12/19/2017

Purpose of Request:

The purpose of this request is to address expired terms.

History/Background:

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

Facts & Issues for Consideration:

The Chattahoochee Country Club submitted nominations (see attachment).

Department Recommendation:

The Mayor nominated Gene Weschler, Will Hicks and Will Peeples for reappointment during the December 14, 2017 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ CGCAC Members	Backup Material
☐ CCC Nominations	Backup Material

CHATTAHOOCHEE GOLF COURSE ADVISORY COMMITTEE

NOMINATED BY:	LAST NAME	FIRST NAME	APPOINTED/ TERM BEGAN	REAPPOINTED	EXPIRES
CCC	Weschler	Gene	6/5/2012 UE	12/16/2014	7/1/2017
City Council	Worley	Bryson	8/15/2017		8/15/2020
City Council	Kiker	AJ	6/22/2010	3/4/2014 8/15/2017	8/15/2020
City Council	Lawson	Jeff	8/15/2017		8/15/2020
City Council	Shell	Martha	8/15/2017		8/15/2020
City Council	Hulsey	Mike	3/4/2014	11/21/2017	11/21/2020
CCC	Hicks	Will	6/22/2010	12/16/2014	7/1/2017
CCC	Kelly (Chairperson)	Fred	11/1/2016		11/1/2019
CCC	Valentine	Dick	6/22/2010	12/16/2014 10/20/2015	7/1/2018
CCC	Peeples	Will	12/16/2014		7/1/2017
Ex-Officio	Thompson	Zack	1/10/2017		1/9/2018

TERM: Three year terms

CONTACT: Rodger Hogan, Golf Course

Re-established: June 22, 2010. Original Committee began January 1, 2005

NOTES: First appointees serve the initial term as shown. All successors serve 3 year terms.
Members continue to serve until a successor is appointed.
Staggered terms for December 2014 appointments.

UPDATED: 11/28/17 ag

Denise Jordan

From: Rodger Hogan
Sent: Thursday, November 16, 2017 10:35 AM
To: Denise Jordan
Subject: FW: City Golf Advisory Committee

Denise,

Please see the email below from Matthew Collins at the Country Club. Let me know if you need any more information.

Thanks,

Rodger Hogan, PGA
Director of Golf
Chattahoochee Golf Course
770 532-0066

From: Matthew Collins [mailto:mcollins@ccclub.cc]
Sent: Thursday, November 16, 2017 10:30 AM
To: Rodger Hogan
Subject: City Golf Advisory Committee

Rodger,

The club wishes to re-appoint the existing members to a new term on the advisory committee. Please let me know if you need anything further to make this happen. Thank you for your assistance.



Chattahoochee Country Club

Matthew Collins, CCM
General Manager
Chattahoochee Country Club
3000 Club Drive
Gainesville, GA 30506
770.536.4461
Fax: 770.536.5731
www.chattahoocheecountryclub.com

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2017

Presenter: Danny Dunagan

Item of Business: Tax Allocation District Advisory Committee

- Position held by Joe Biddy

Meeting Date: 12/19/2017

Purpose of Request:

The purpose of this request is to address a vacant position.

History/Background:

Facts & Issues for Consideration:

TAD Advisory Committee members serve indefinite terms. The Committee follows guidelines set forth in the City Charter, the Code Book, Business Resolution 2009-45 and an Intergovernmental Agreement with the Gainesville City School District.

Department Recommendation:

The Mayor nominated Rob Fowler to replace Joe Biddy during the December 14, 2017 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 TAD Members	Backup Material

TAD ADVISORY COMMITTEE

POST	LAST NAME	FIRST NAME	APPOINTED
Hall County Commission Chairman	Higgins	Richard	N/A
Hall County Administrator	Stowe	Jeff	N/A
Gainesville Mayor	Dunagan	Danny	N/A
Gainesville City Manager	Lackey	Bryan	N/A
Gainesville City School Superintendent	Williams	Jeremy	N/A
Gainesville City School BOE Chairman	Mercer	Brett <i>TERM ENDS 12/31/17</i>	N/A
Gainesville City School Representative	<i>VACANT</i>		N/A
GHCC or Main Street Representative	Evans	Tim	8/18/2009
Real Est. or Dev. Industry Representative	Biddy	Joe <i>RESIGNED</i>	8/18/2009

Established per Business Resolution 2009-45 based on Intergovernmental Agreement with the Gainesville City School District. Reviews projects/requests from private developers to determine feasibility and consistency with the objectives of the Midtown Gainesville Redevelopment Plan. Endorses proposed TAD projects by majority vote before it can be considered by the City Council for funding approval.

TERM: Indefinite

CONTACT: Rusty Ligon, Community Development Director

UPDATED: 12/8/2017 dj

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2017
Presenter: Bryan Lackey
Item of Business: BR-2017-56 2018 Governing Body Meeting Schedule
Meeting Date: 12/19/2017

Purpose of Request:

The purpose of this request is to present the governing body's 2018 meeting calendar.

History/Background:

Meetings of the governing body are held in accordance with the Open Meetings Act and the City Charter.

Facts & Issues for Consideration:

The proposed calendar includes adjustments for spring break as well as the Independence Day and Labor Day.

Department Recommendation:

Adopt the proposed resolution as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2017-56 2018 Governing Body Meeting Schedule	Resolution
☐ 2018 Meeting Schedule	Attachments/Exhibits

RESOLUTION BR-2017-56

2018 MEETING CALENDAR OF THE GOVERNING BODY

WHEREAS, the governing body has regular scheduled meetings each month; and

WHEREAS, regular scheduled Mayor/Council Meetings occur on the first and third Tuesday of each month; and

WHEREAS, regular scheduled Work Sessions occur on the Thursday before each Mayor/Council Meeting; and

WHEREAS, the Charter for the City of Gainesville requires a resolution to establish regular meeting dates of the governing body.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Gainesville hereby adopts the attached as the regularly scheduled meeting calendar for 2018.

BE IT FURTHER RESOLVED that amendments to the meeting calendar may occur in accordance with Chapter 14 of Title 50 of the O.C.G.A. and in accordance with the Section 2.20 of the City Charter.

Adopted this ____ day of December, 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

2018 WORK SESSION/COUNCIL MEETING CALENDAR

Work Session
Thursday, 9:00 AM
Administration Building
Board Room
300 Henry Ward Way

Council Meeting
Tuesday, 5:30 PM
Public Safety Complex
Municipal Court Room
701 Queen City Parkway

1	01/04/18	01/09/18
2	01/18/18	01/23/18
3	02/01/18	02/06/18
4	02/15/18	02/20/18
5	03/01/18	03/06/18
6	03/15/18	03/20/18
7	04/12/18	04/17/18
8	04/26/18	05/01/18
9	05/10/18	05/15/18
10	05/31/18	06/05/18
11	06/14/18	06/19/18
12	07/12/18	07/17/18
13	08/02/18	08/07/18
14	08/16/18	08/21/18
15	09/13/18	09/18/18
16	09/27/18	10/02/18
17	10/11/18	10/16/18
18	11/01/18	11/06/18
19	11/15/18	11/20/18
20	11/29/18	12/04/18
21	12/13/18	12/18/18
22	01/03/19	01/08/19
23	01/17/19	01/22/19

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/22/2017
Presenter: Bryan Lackey
Item of Business: BR-2017-57 2018 Planning and Appeals Board Meeting Calendar
Meeting Date: 12/19/2017

Purpose of Request:

To have the governing body approve the meeting calendar for the Planning and Appeals Board for 2018.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Approve the PAB meeting calendar as presented.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2017-57 2018 PAB Meeting Calendar	Resolution
☐ 2018 PAB Calendar	Backup Material

RESOLUTION BR-2017-57

2018 PLANNING AND APPEALS BOARD MEETING CALENDAR

WHEREAS, the City of Gainesville Unified Land Development Code (ULDC) requires the governing body to approve the meeting dates and times of the Planning and Appeals Board; and

WHEREAS, the Community Development Department has prepared the Planning and Appeals Board meeting calendar for review and approval.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Gainesville hereby adopts the attached 2018 Planning and Appeals Board Meeting calendar.

BE IT FURTHER RESOLVED that amendments to the calendar may occur in accordance with Chapter 14 of Title 50 of the O.C.G.A. and in accordance with Section 9-21-1-7 of the City of Gainesville ULDC.

Adopted this ____ day of December 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk



**CITY OF GAINESVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

2018 Planning and Appeals Board Meeting Schedule

All Planning and Appeals Board meetings and Gainesville City Council meetings (excluding Work Sessions) will be held in the Municipal Courtroom of the Gainesville Justice Center within the **Public Safety Complex**, located at 701 Queen City Parkway, unless otherwise noted. In accordance with Georgia law, notice will be given for all meetings rescheduled or cancelled, including changes made due to holiday scheduling. All applications must be received in the Community Development Department by the appropriate application closing date.

**Planning Division
770-531-6570**

Community Development Director	Rusty Ligon
Planning Manager	Matt Tate
Office and Records Coordinator	Judy Foster

PLANNING AND APPEALS BOARD		CITY COUNCIL
Application Closing Dates	Public Hearing Dates	Public Hearing Dates
Last Friday of Each Month	5:30 p.m. Second Tuesday of Each Month	5:30 p.m. First Tuesday of Each Month
Mon, Nov 27, 2017*	Jan 16*	Feb 6
Dec 29, 2017	Feb 13	Mar 6
Jan 26	Mar 13	Apr 17
Feb 23	Apr 10	May 1
Mar 30	May 8	Jun 5
Apr 27	Jun 12	Jul 17
May 25	Jul 10	Aug 7
Jun 29	Aug 14	Sep 18
Jul 27	Sep 11	Oct 2
Aug 31	Oct 9	Nov 6
Sep 28	Nov 13	Dec 4
Oct 26	Dec 11	Jan 8, 2019*

*These dates changed due to holiday conflicts or City Council schedule.

Gainesville Planning and Appeals Board Members

Appointment	Appointee
Chairman	Doug Carter
Vice Chairman	Jane Fleming
Member	Rich White
Member	Vacant
Member	Ryan Thompson
Member	Carmen Delgado
Member	Eddie Martin, Sr.
Ex-Officio Member	Council Member George Wangemann

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/6/2017
Presenter: Bryan Lackey
Item of Business: BR-2017-58 Administrative Services Department/HR Division Additional Personnel
Meeting Date: 12/19/2017

Purpose of Request:

To gain approval for adding one position to the Administrative Services FY18 allocation to serve as a Retirement Manager.

History/Background:

In the past, the duties that will be handled by this new position have been scattered between 3 different departments and numerous employees. There is a need to provide a more efficient way of handling retirement inquiries, issues, research, etc.

Facts & Issues for Consideration:

The Plan A Board understands the need for this Retirement Manager position and is willing to furnish up to 80% of the salary and benefits cost for this employee. It is appropriate for the city to provide the remaining 20% to cover the duties for the Plan B retirement program.

Department Recommendation:

Approval.

Department Director:

Janeann Allison

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

Amount Requested:	Source of Funds:
up to \$15,000	General Fund

Finance Comments:

Administrative Comments:

The remaining funding for this position will come from Plan A retirement.

ATTACHMENTS:

Description	Type
❑ BR-2017-58 Administrative Services Dept/HR Division Additional Personnel	Resolution
❑ Class Spec for Retirement Manager	Backup Material

RESOLUTION BR-2017-58

**ADMINISTRATIVE SERVICES DEPARTMENT/HR DIVISION
ADDITIONAL PERSONNEL**

WHEREAS, the City of Gainesville provides a retirement program that assists in attracting and retaining the most qualified personnel possible in order to provide efficient services to the citizens of Gainesville; and

WHEREAS, to provide prompt and accurate services to current employees and retirees regarding retirement and post-employment benefits, a Retirement Manager solely committed to Plan A and Plan B retirement programs is needed; and

WHEREAS, the Plan A Board established by the governing body of the City sees the need for this Retirement Manager position; and

WHEREAS, the Plan A Board agrees to pay up to 80% of the salary and benefits for this Retirement Manager; and

WHEREAS, it is appropriate for the City to furnish the remaining 20% of the salary and benefits for the duties that this Retirement Manager will handle for the City's Plan B retirement program.

NOW THEREFORE BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the addition of one staff member to the current FY18 budget in the Administrative Services Department/Human Resources Division.

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk



CLASS SPECIFICATION



RETIREMENT MANAGER HUMAN RESOURCES DEPARTMENT

Date Created:	November 2002	Job Code:	172
Last Revision:	September 2016	Grade:	25 – Exempt
Reports To:	Administrative Services Director	Retirement Plan:	A

JOB SUMMARY

Assists the Administrative Services Director in planning, organizing, directing and coordinating the retirement programs for the City of Gainesville. Performs various clerical support tasks related to benefits administration for all retirees, including the timely and accurate payment of invoices, maintaining accurate database with benefit designations of retirees, compiling City retiree census data, etc. Must be able to use considerable judgment and take initiative as required to perform and resolve human resources and/or benefits related tasks while working independently with limited supervision.

MAJOR JOB RESPONSIBILITIES

Prepares retirement estimates and annual actuarial census for the City Plan A retirement program. Calculates final retirement benefits. Prepares and processes employees to retirement status.

Provides assistance to City staff and employees for interpretation of retirement plan documents.

Serves as a non-voting member and secretary to the City's Plan A retirement board.

Serves as liaison for retiree issues regarding benefit questions or problems with monthly benefit payments.

Serves as liaison with all Plan A vendors and providers.

Calculates, prepares and files the retirees ACA and OPEB reporting annually.

Establishes policy/practice and sets the calendar for the Retirement Board.

Prepares public notices, agendas and records official minutes for the Retirement Board as well as all post-meeting action items in accordance with the Open Meetings Act.

Responsible for preparation of the meeting space and materials for each Plan A Board meeting.

Maintains the official plan document.

Maintains a database of retirees and beneficiaries.

Handles all requests for disability retirement.

Oversees the entire Plan A Board Member election process in accordance with the Plan document.

Coordination with Finance Department and Actuary for preparation of actuarial valuation data for retirees, beneficiaries and vested terminations.

Orientation for new board members.

Registration and travel arrangements for Board Member training .

Update/maintain retirement documents on the city's V: drive.

Administers Plan B pension benefit program. Processes applications, obtains certification, coordinates benefit options for retirees with finance/payroll; reviews and processes death and disability benefits requests. Prepares annual census data for Retirement Plan B participants. Coordinates with Georgia Municipal Association (GMA) to obtain retirement estimates.

Serves as Program Manager for all retiree insurance programs and plans. Oversees annual benefits open enrollment for retirees.

Assists in the preparation and distribution of informational literature and presentations to notify and advise employees of benefit plan details and eligibility requirements.

Assists employees transitioning to retirement in completing all necessary forms.

Maintains all beneficiary and other forms for retirees.

Maintains retirement summaries for Plan A and Plan B.

Updates the city retiree website as needed.

Prepares quarterly Plan A newsletter.

Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.

Utilizes Excel and Access software to create custom reports in reference to retirement from the City's back-office payroll software as required.

May be responsible for the work performance of a group of subordinates whose work is complex and requires coordination and integration of work efforts to accomplish established departmental goals.

Performs other related duties as required.

MINIMUM QUALIFICATIONS REQUIRED

Education and Experience:

High School Diploma or G.E.D.

Associate's Degree in Business Management, Finance, Public Administration, Human Resources or related field.

Two (2) to five (5) years of progressively responsible experience in benefits administration; local government experience preferred.

Any equivalent combination of education and experience which provides the minimum level of qualifications stated above.

Licenses and Certifications:

Valid Class C Driver's License and a satisfactory Motor Vehicle Record (MVR).

Must be willing to obtain Certified Public Pension Trustee Designation within 24 months and continue attending programs/classes offered by GAPPT.

Professional in Human Resources (PHR) certification desirable.

Certified Employee Benefit Specialist (CEBS) desirable.

Knowledge, Skills, and Abilities:

Knowledge of State and Federal Employment laws applying to the field of Human Resources, such as FLSA, ADA, FMLA, USERRA, HIPAA, COBRA, Worker's Compensation, etc. and ability to interpret such laws.

Knowledge of Federal and State guidelines for employee benefits.

Knowledge of City's Policies and Procedures and ability to interpret such policies and procedures and provide clarification of policies to employees.

Knowledge of standard practices in Human Resources.

Knowledge of Open Meetings requirements.

Demonstrated proficiency in MS Office applications including Word, Excel, Access, PowerPoint, and Publisher. Ability to create ad hoc reports from multiple software sources.

Skill in use of complex spreadsheets and database creation and management. Ability to learn the City's agenda management software.

Skill in preparing, organizing and maintaining files, reports and records of a confidential nature.

High degree of proficiency and accuracy in all aspects of work product.

Ability to analyze and evaluate both qualitative and quantitative data and provide reports as needed.

Ability to perform complex mathematical calculations.

Ability to manage several projects and priorities simultaneously with high degree of accuracy, diplomacy, and proficiency.

Ability to analyze complex problems and situations quickly, effectively, and objectively to determine the appropriate course of action in each situation.

Ability to comprehend complex technical topics and specialized information.

Ability to use thinking and reasoning to solve problems.

Ability to demonstrate conduct conforming to a set of values and accepted standards.

Ability to work with very limited supervision.

Ability to interpret information and formulate action steps.

Ability to exercise independent judgment and provide recommendations/solutions to problems.

Ability to communicate ideas clearly and effectively both verbally and in writing.

Ability to establish and maintain effective work relationships with other employees within and outside the department, and the general public.

Ability to deal courteously and diplomatically with employees and the public.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. This is largely a sedentary role; however, some filing is required; it would require the ability to lift files, open filing cabinets and bend or stand on a stool as necessary. Specific vision abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus.

This class specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be required to perform job-related responsibilities and tasks other than those stated in this specification.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/6/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-59 Amendment to the City of Gainesville Personnel Policies and Procedures Manual

Meeting Date: 12/19/2017

Purpose of Request:

To amend the following sections of the Personnel Policy:

- 3.09 Violence and Weapons in the Workplace
- 3.11 Smoke-Free workplace
- 4.00 Leave Benefits

History/Background:

All changes shown in red on the attached policies.

3:09 This policy needed clarification language only. The amendments do not change the intent of the policy.

3:11 Included language regarding vaping with or without nicotine.

4:00 Revised the Short Term Disability language to match the STD benefit offered to our employees effective January 1, 2018.

Facts & Issues for Consideration:

Department Recommendation:

Approval.

Department Director:

Janeann Allison

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
▣ BR-2017-59 Amendment to the City of Gainesville Personnel Policies and Procedures Manual	Resolution
▣ 3.09 Violence and Weapons in the Workplace REVISED 12 2017	Attachments/Exhibits
▣ 3.11 Smoke-Free Workplace REVISED 12 2017	Attachments/Exhibits
▣ 4.00 Leave Benefits REVISED 12 2017	Attachments/Exhibits

RESOLUTION BR-2017-59

**AMENDMENT TO THE CITY OF GAINESVILLE
PERSONNEL POLICIES AND PROCEDURES MANUAL**

WHEREAS, the governing body for the City of Gainesville adopted a new Personnel Policies and Procedures Manual in 2016, which needs amendments from time to time; and

WHEREAS, the Personnel Manual has been the fundamental feature for personnel administration for the City of Gainesville; and

WHEREAS, the governing body for the City of Gainesville desires to amend the Personnel Manual by:

Revising the current sections 3.09 Violence and Weapons in the Workplace, 3.11 Smoke-Free Workplace, and 4.00 Leave Benefits, as attached.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the attached amendments to the personnel policy and such amendments shall be effective January 1, 2018.

Adopted this _____ **day of** _____, **2017.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

3.09 Violence and Weapons in the Workplace

The City of Gainesville has a strong commitment to its employees to provide a safe, healthy, and secure work environment within the confines of prevailing law. The City also expects its employees to maintain a high level of productivity and efficiency. The presence of weapons and the occurrence of violence in the workplace are inconsistent with these objectives. While the City has no intention of intruding into the private lives of its present or potential employees, all on-duty City employees (except for those specified under Exceptions below) are prohibited from possessing weapons while performing their duties in any location or situation in which the individual is acting in his/her capacity as an employee of the City. This policy shall apply to all City employees, regardless of full-time, part-time, paid, non-paid, and/or volunteer status. The City expects all employees to perform their job without violence toward any other individual and work in a manner so that they can perform their duties in a safe and productive manner. It is the City of Gainesville's belief that all employees have the right to work in an environment free from physical violence, threats, or intimidation. Such behavior may result in disciplinary action up to and including termination of employment.

Exceptions:

- a. Authorized police personnel, and hired security personnel, while performing their official duties.
- b. Pursuant to O.C.G.A. 16-11-135 employees may keep a weapon(s) in a locked compartment of a motor vehicle or one which is in a locked container or in a locked firearms rack which is on a motor vehicle and such vehicle is parked in a City parking facility.
- c. Employees may possess licensed weapons for personal protection while traveling out of town on business purposes when allowed by law.

These restrictions and prohibitions shall apply to all employees regardless of any license or permit that an individual may have pertaining to said firearms and weapons including a concealed weapons permit.

It is the responsibility of each supervisor to ensure that all employees are informed of and are aware of this policy and legal guidelines. Employees who are victims of or who are witnesses to violent incidents should immediately report such conduct to their supervisor or to the Director of Human Resources.

Prohibited Activities:

The City of Gainesville specifically prohibits the following activities **by City employees while on-duty or on City property, with the exceptions listed above**. Employees engaging in any of the following may be required to cooperate in an internal investigation and are subject to disciplinary action up to and including termination of employment on the first offense:

1. Use, possession, (except where official standard equipment issue), or sale of any weapon. A weapon is described as explosive devices, a machine gun, a short barrel rifle or shotgun, a

handgun (except police officers' issued equipment), a firearm silencer, a switchblade knife, a device principally designed, made, or adapted for delivering or shooting an explosive weapon, any other type of knife with a blade in excess of five inches, knuckles, or other implement used for infliction of bodily injury, serious bodily harm, or death, which have no common lawful purpose or are not issued as standard employee equipment by the department.

2. Storing any weapon in a locker, desk, lunch box, tool kit, bag, purse, tote, or other repository on the worksite of any City building, except as noted in Exceptions item b) above.
3. Illegal possession, use, or sale of a weapon off City property that adversely affects his/her own or other's safety at work, or indicates a propensity for same.
4. Refusing to submit to an inspection for the presence of a weapon that is requested by the City.
5. Conviction under any criminal statute for the illegal possession of a weapon or for committing a violent act against the person or property of another.
6. Refusing to participate in an investigation pertaining to allegations or suspicion that violence has or is likely to occur, or an investigation pertaining to the carrying of a weapon by the employee.
7. Verbal or physical threats, threatening gestures, statements, or actions to employees, supervisors, and the citizens we serve.
8. Fighting, including unprovoked attacks that are either physical or verbal.
9. The City reserves the right to search an employee's possessions kept in City offices, desks, or lockers for appropriate reasons. Employees shall have no right of privacy with respect to City facilities and equipment. Reasons may include, but are not limited to searches for:
 - a. City documents, property, equipment, tools;
 - b. Missing or stolen articles;
 - c. Alcohol, drugs, or any controlled substance;
 - d. Firearms or weapons
10. Any employee who believes he/she has been subject to conduct which violates this policy may use the City's complaint procedure as outlined in Policy 3.07.

Serving Customers with Weapons Policy

It is the policy of the City of Gainesville to provide quality customer service to all of our citizens and customers while simultaneously providing a safe, secure, and comfortable work environment for City employees.

Passed in 2014, Georgia HB60 changed state law by allowing authorized individuals to carry firearms into certain City buildings and facilities thus allowing them to possess such firearms during meetings, conversations, and other direct interactions with staff and others.

Due to the nature of certain City-customer business activities, it is understood that at times conversations, meetings, and other interactions between staff and customers may become tense and uncomfortable. In some circumstances, an employee may feel personal discomfort when working directly with individuals carrying firearms. This policy is intended to guide and authorize staff to seek additional assistance in such situations when deemed necessary.

While not required, employees are authorized to make alternative meeting arrangements when serving customers with firearms or weapons.

When an employee is serving an individual carrying a firearm or other weapon and he/she feels personally uncomfortable doing so, such staff is authorized to contact their supervisor or Department Head who, at their discretion, may make alternative arrangements to best serve the customer. Alternative arrangements may include setting up an appointment at a specific date, moving meeting locations, seeking assistance from others including obtaining the presence of police personnel during such meetings, and/or other similar arrangements.

The purpose of alternative arrangements would be to minimize employee discomfort and potential for disruption while providing quality customer service.

3.11 SMOKE AND VAPEFREE WORKPLACE

In an effort to provide a safe and healthy workplace and to promote the good health and wellbeing of its employees, the following smoking and vaping policy has been adopted and shall apply to all employees of Gainesville City Government.

It is the policy of the City to prohibit the smoking of any tobacco product, the use of oral tobacco products or “spit” tobacco (smokeless tobacco) and the use of e-cigarettes (vaping) with or without nicotine. This applies to both employees and visitors of the City of Gainesville on all premises listed below in order to provide and maintain a safe and healthy work environment for all employees.

1. The use of such products is not permitted in the following areas:
 - a. All City buildings
 - b. Any area in which a fire or safety hazard exists
 - c. Common areas, including elevators, stairwells, lobbies, waiting rooms, copy rooms, mail rooms, auditoriums, reception areas, customer service areas, employee lounges, computer areas, and rest rooms
 - d. 50 feet from any City facility egress area including public and employee entrances and exits
 - e. Classrooms and conference rooms
 - f. Any area not specifically designated “smoking permitted”
 - g. City owned vehicles
2. All materials used for smoking, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers. Supervisors will ensure periodic cleanup of the designated smoking area. If the designated smoking area is not properly maintained (for example, if cigarette butts are found on the ground), it can be eliminated at the discretion of management or other decision-making body.
3. Supervisors will discuss the issue of taking smoke breaks with their staff. Together they will develop effective solutions that do not interfere with the productivity of the staff.

4.00 LEAVE BENEFITS

Regular status full-time employees are provided with paid time off (PTO) benefits instead of paid vacation and sick leave. PTO may be taken by an employee with prior approval by his/her supervisor or designee, at such times and in such increments as best accommodates each employee's own schedule and the department's staffing needs. PTO is intended to allow employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious holidays, or personal or family business. Employees who are absent from work for any reason (other than bereavement leave, workers' compensation, military leave or jury duty) are required to use accrued PTO before taking leave without pay.

PAID TIME-OFF

1. PTO Accruals - Full-time eligible employees accrue PTO biweekly and based on service years according to the below table, unless otherwise stipulated.

PTO hours may continue to accrue in excess of the "Annual Maximum" from January through June and from July to December of each year in order to provide scheduling flexibility around peak workload periods. PTO balances over the "Annual Maximum" will be forfeited if not used by the last day of the last pay period in June and again in December of each year. Accrued PTO balances will be reduced to the "Annual Maximum" after the last check processing in June and again in December of each year.

NOTE: See 4.00, Item 5, Payment of Unused PTO, for maximum payment upon termination.

General Employees (Excluding Fire Department Shift Personnel):

Hired Before 1/1/12			Hired on or after 1/1/12*		
Service Years	Annual Accrual Hours	Annual Maximum	Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	80	80	Less than 1	96**	80
1 – 4	160	180	1 – 4	120	140
5 – 9	200	240	5 - 9	160	200
10+	240	300	10 - 19	200	240
			20+	240	300

*All employees hired between 1/1/12 and 1/4/15 will receive a one-time adjustment of 16 hours added to their PTO balance to show on pay check 2/20/15.

**All employees hired after 1/5/15, will receive 16 hours of PTO immediately upon

employment and an additional 80 hours will accrue at a bi-weekly rate of 3.0769 hours for a total of 96 hours of PTO for the 1st year of employment.

Fire Department Shift personnel (24/48):

Hired Before 1/1/12			Hired on or after 1/1/12*		
Service Years	Annual Accrual Hours	Annual Maximum	Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	120	120	Less than 1	120**	96
1 – 4	192	360	1 – 4	144	168
5 – 9	240	360	5 - 9	192	240
10+	288	360	10 - 19	240	288
			20+	288	360

*All Fire Department Shift employees hired between 1/1/12 and 1/4/15 will receive a one-time adjustment of 24 hours added to their PTO balance to show on pay check 2/20/15.

**All Fire Department Shift employees hired after 1/5/15, will receive 24 hours of PTO immediately upon employment and an additional 96 hours will accrue at a bi-weekly rate of 3.6923 hours for a total of 120 hours of PTO for the 1st year of employment.

Police 12 Hour Shift Personnel Hired 2011 or earlier previously grandfathered in on the below table. A grandfathered employee transferring out of a Police 12-hour shift position will transfer to the General Table and will not be allowed to transfer back to this Grandfathered Table for any reason.

Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	100	100
1 – 4	180	180
5 – 9	220	240
10+	260	300

2. PTO Accruals During Periods of Leave - During periods of employee leave, PTO accruals will continue on the following schedule:
 - If on leave for short-term disability, PTO accruals will end on the date short-term benefits begin;
 - If on leave for other reasons (including workers' compensation, military, other FMLA leaves, etc.), PTO accruals will stop when the employee's PTO balance is exhausted or after 30 days of continuous leave, whichever is earlier.

3. Scheduled PTO Eligibility - A request for leave form shall be submitted to the employee's immediate supervisor. Scheduled PTO may be taken in any time increment after approval by the Department Director or his/her designee and is subject to administrative review. [See Section on Extended Leave of Absence.] Employees on PTO are subject to recall in cases of emergency.
4. Unscheduled PTO - PTO that is not scheduled in accordance with departmental policy (other than illness) will be considered unscheduled PTO. Excessive unscheduled PTO may be addressed through the performance evaluation process and/or through progressive discipline or appropriate employment action.
5. Payment of Unused PTO - Upon termination, employees will **only be paid for accumulated unused PTO up to the maximum annual accrual amount** provided all equipment, uniforms, tools, keys, and other City property issued to the employee have been returned, and no outstanding liabilities or debts remain. **Hours accrued over the Annual Maximum will be forfeited.**

LEAVE FOR MEDICAL PURPOSES

6. PTO for Illness - An employee may use PTO in the event of personal illness or serious illness of a dependent child or spouse in need of continuous short-term care. The City understands that use of such PTO may be without advance notice. However, the employee shall report illness prior to scheduled work time. If this is not possible, the employee must report the tardiness or absence within 30 minutes after the scheduled start time. Failure to do so may result in an unpaid, unexcused absence. Employees are expected to comply with departmental policy with regard to using PTO for illness. A department may establish a more restrictive policy due to operating necessities. Excessive unscheduled PTO may be addressed through the performance evaluation process and/or through progressive discipline. The City will comply with the provisions of the Family and Medical Leave Act in the administration of this policy.
7. Sick Leave Usage (if applicable) - Employees hired before 1/1/12 may have an unused sick leave balance. Employees must use this balance before using PTO for illness or injury.

An employee may use accrued sick leave in the event of personal illness or injury. It may not be used for appointments, to care for dependents or spouse, or for procedures (unless the procedure results in employee's inability to return to work.)

The employee shall report illness prior to scheduled work time. If this is not possible, the employee must report the tardiness or absence within 30 minutes after the scheduled start time. Failure to do so may result in an unpaid, unexcused absence. A department may establish a more restrictive policy due to operating necessities. Employees who separate from the City shall forfeit all unused sick leave.

8. Medical Certification (Doctor's Note) - Medical absences (sick or unscheduled PTO) may require a doctor's statement before an employee may return to work, at the Department Director's discretion. An employee may also be required to provide medical certification if a request for sick pay falls within a period when the employee is on PTO or if absent from work frequently or habitually.
9. Fitness for Duty - An employee who takes leave for an extended illness, is hospitalized or serves in a safety sensitive position, may be asked to provide a fitness for duty (FFD) clearance from a health care provider upon return to work.
10. Short-Term Disability (STD) - The City will provide short-term disability benefits to qualified employees at the rate of 60% of actual wage loss, excluding unscheduled overtime work up to a maximum of \$2,000 per week. Employee elimination period and eligibility for STD benefits are subject to the policies in place at the time of personal disability event. Benefits will be supplemented with an employee's sick or PTO balances up to 100% of regular pay level. Short-term disability benefits may continue for up to 13 consecutive weeks. Long-term disability benefits may become available for employees who elected this coverage.
11. Family and Medical Leave Act of 1993 - The City complies with the Family and Medical Leave Act of 1993. Employee rights and responsibilities are posted throughout City departments.

FMLA currently requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. To be eligible for FMLA, an employee must have worked continuously for 1 year, and worked 1,250 hours over the previous 12 months. If your leave qualifies, you have a right for up to 12 weeks of unpaid leave in a 12-month period. This period is calculated under the FMLA "rolling" 12-month period and is measured backward from the date of any FMLA leave usage. Under FMLA, unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his/her job.
- For a qualifying exigency arising out of the fact that employee's spouse, son or daughter (of any age) or parent is on active duty or call to active duty status.

Eligible employees may apply for short-term disability benefits during FMLA related to personal illness. PTO and sick hours (if applicable) shall be used during the FMLA absence.

Sick leave accruals may be used for personal illness during the FMLA absence in accordance with City sick leave policy. When paid leave has been exhausted, additional unpaid leave will be provided to total up to 12 weeks.

If two employees within the same household are requesting leave for the same purpose, they shall be entitled to a combined leave of up to 12 weeks.

If the FMLA is amended in any respect, this policy shall be considered amended to be consistent with the changes in the Act.

12. Advance Notice and Medical Certification - The employee is required to provide advance leave notice and medical certification whenever possible. Taking of leave may be denied unless the following requirements are met:
 - The employee ordinarily must provide 30 days advance notice when the leave is foreseeable (examples include pregnancy, scheduled surgery, non-emergency medical procedures, etc.)
 - The City will require a medical certification to support a request for leave because of a serious health condition, and may require second and third opinions (at the City's expense) and/or a fitness for duty examination in order to return to work.
13. Intermittent FMLA Absence - FMLA may be taken intermittently or on a reduced schedule if medically necessary, with proper notification, and consistent with the Act.
14. Certification of a Serious Health Condition - Serious Health Condition is an illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider. Employees must provide certification of a serious health condition for his/her own serious health condition, or that of a family member. Employees must contact Human Resources for information concerning the certification process.
15. Employee Privacy - The City is in compliance with The Health Insurance Portability and Accountability Act of 1996 (HIPAA), which supports efforts to protect patient confidentiality and security of individual health information. To that end, the City has adopted a Privacy Notice outlining employee rights and responsibilities. Copies of this notice are available through Human Resources.
16. Health Benefits Protection - Employees continue to receive health benefits for up to 12 weeks during FMLA on the same terms and conditions as for active employees. The employee must continue to pay appropriate employee and dependent premiums, co-payments, and other out-of-pocket costs.
17. Upon return from FMLA absence - The City will restore the employee to the original or equivalent position with equivalent pay, benefits, and other employment terms. The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
18. Absence extending beyond FMLA expiration - The job-protected rights afforded by FMLA do not apply to leaves which continue beyond the 12-week period of entitlement.

19. Returning to Work After Approved Leave - An employee who has been out on extended medical leave for more than seven (7) calendar days must be cleared through Human Resources prior to returning to work by providing a medical release from the treating physician with or without work restrictions. In addition, an employee may be required to undergo a fitness for duty drug screen as directed by Human Resources. Failure to seek return to work clearance at the expiration of approved leave shall be considered absent without leave, constituting grounds for disciplinary action up to and including termination of employment.
20. Returning to Work Before the Expiration of Approved Leave - An employee granted a leave of absence who wishes to return to work before the leave period has expired shall be required to notify the immediate supervisor. No employee shall be permitted to return to work without a written medical release from the treating physician and clearance through Human Resources. Depending on the circumstances of the leave, a fitness for duty exam may also be required.
21. Working during Approved Medical Leave - An employee while on an authorized medical leave of absence may not obtain or engage in either part-time or full-time employment, nor engage in training or development relating to their job. Failure to abide by the terms of the approved leave will result in disciplinary action up to and including termination of employment.

OTHER LEAVE TYPES

22. Funeral Leave - Funeral leave of up to three (3) workdays per calendar year, with a maximum of 24 work hours **annually** will be granted with pay for an employee absent from work so they may travel to, make arrangements for, or attend the funeral of the following members of the employee's family: spouse, parent or guardian, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, stepmother, stepfather, stepchild, stepsister, stepbrother, or other relative living in the employee's household. Funeral leave shall also be granted for in-law relationships for mother in-law, father in-law, brother in-law and sister in-law. In all cases, bereavement leave must be approved in advance. No exceptions will be allowed to this policy.
23. Leave Without Pay - Employees are not permitted to take leave without pay if an accrued leave type balance that is appropriate for the situation is available, unless leave involves workers' compensation, military leave, or jury duty. The Department Director will give consideration for a leave without pay based on the employee's leave impact on departmental functions, schedule, and reason for the request, as well as the employee's performance and attendance record.
24. Holidays - The following nine days are designated as official holidays for employees in the City of Gainesville personnel system: New Year's Day, Dr. Martin Luther King, Jr. Birthday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Friday following

Thanksgiving, Christmas Eve, and Christmas Day. In order to qualify for holiday pay, employees are required to work the day before and the day after a holiday unless the employee is off on approved PTO or sick leave.

25. Holidays During Leave Periods - Employees will be paid holiday pay if a holiday falls within an approved leave period of 30 calendar days or less. Holidays which occur while the employee is on medical leave, workers' compensation, or PTO of more than 30 calendar days are not paid as holidays. If an employee is working partial days due to a medical absence, holidays will be prorated to reflect this.
26. Holiday Pay Compensation - A regular status full-time employee who works on a holiday shall receive holiday pay, plus payment for hours actually worked. Holiday hours are not considered time worked for the computation of overtime pay. Holiday pay practices may be altered depending on the operational needs of the department.
27. Extended Leave of Absence - All extended leaves of absence (more than seven days) must be approved by the Department Director, reviewed and approved by the Director of Human Resources, and are subject to final approval by the City Manager.
28. Military Leave - Every employee shall be entitled to military leave in accordance with state and federal laws. The City will provide affected employees with job protection and group benefits coverage in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
29. Jury Duty - Any full-time employee called for jury duty or subpoenaed as a witness in the line of duty will be excused from work upon presentation of a court summons or subpoena to the immediate supervisor. The employee will be paid regular pay up to two weeks provided evidence is submitted from the court for the number of days served. Only the actual number of days spent in court will be counted in calculating the payment. The combination of jury duty pay and actual hours worked is not to exceed 40 hours per week unless authorized by an employee's supervisor or Department Director. Payment received from the court will not be deducted from the employee's pay. If an employee reports for jury duty or to testify as a witness on a particular day and is excused from serving that day, the employee must notify the immediate supervisor to determine if the needs of the City require the employee to work that day.
30. City of Gainesville Retirement Plan Credited Service - Credited Service is defined as worked time granted during employment periods when employees participate in one of the City's Retirement Plans. For the purposes of providing credited service for retirement benefit calculations, employees on paid leaves of absence (sick, PTO and/or short-term disability) will be granted service credit. The Department Director, Director of Human Resources, and City Manager may approve unpaid leave period up to one year in duration for which service credit will be granted. No credited service beyond one (1) year will be granted for any

employee who remains on a continuous leave of absence. When calculating total City service, leave periods beyond one year or more will not be counted as worked time.

INCLEMENT WEATHER

31. Absences Due to Hazardous Weather - The City of Gainesville will open at regularly scheduled times and will remain open as scheduled during inclement weather unless the City Manager issues an official closing statement. Unless such a statement is issued, all employees will be expected to work regularly scheduled hours.

32. Critical City Services - Certain positions require mandatory coverage because they provide critical City services. Official closing statements and inclement weather procedures do not apply to employees who provide critical City services in departments such as fire, police, utility and public works, and others. Employees in this classification should report for duty as scheduled or if unable to report, abide by established departmental procedures.

The remainder of this policy pertaining to inclement weather applies only to administrative employees or others in non-critical service positions.

33. Inclement Weather Closing

- If the City of Gainesville administrative offices will be closed for all or part of a day due to inclement weather, the City Manager will issue an official closing statement.
- If no official closing statement is issued, employees should report to work as scheduled or if unable to work, abide by established departmental procedures.

34. Inclement Weather Pay - The intent of inclement weather pay is to make the non-critical service employee “whole” for the hours that could not be worked because the City was officially closed during the employee’s scheduled shift hours.

An employee in this category who reports to work as directed on the day of late opening or early closing shall be entitled to inclement weather pay for the number of hours that could not be worked because the City was officially closed. Employees who work during official closings are not entitled to additional pay. Any hours worked in excess of scheduled hours will reduce the amount of paid inclement weather time available to that employee.

An employee in this category who arrives late or leaves early will be paid actual hours worked plus inclement weather hours for the time the City was officially closed. An employee should discuss with the supervisor options for any other scheduled hours which were missed during the City’s official opening hours. One of several options may be selected such as using accrued PTO or if no accrued leave is available, leave without pay, or the employee may make up the time lost from work at a time scheduled by the supervisor within the same work week

An employee who does not report to work due to inclement weather shall take PTO or leave without pay for the full shift.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/17/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance No. 2017-31
Annex 0.516± acre at 2431 S Smith Road**
AN ORDINANCE ANNEXING A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 12/19/2017

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of General Business (G-B). The property is zoned Highway Business (H-B) within unincorporated Hall County and is adjacent to the city limits to its south and east. As well, the property is located within the Gateway Corridor Overlay Zone and contains an older residential structure that will be demolished. The purpose of the request is to provide parking for a new 21,168± square foot auto collision center to be located on the adjacent property and next to the existing 8,935 square foot NAPA Auto Fitness facility. Existing access will be improved from Browns Bridge Road and water and sewer will be utilized for the adjacent collision center. The surrounding properties include various auto related sales uses located along Browns Bridge Road and single-family homes are located to the north off of S Smith Road.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance 2017-31.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Ordinance 2017-31 Pro Building Systems annex	Ordinance

First Reading: 12/05/2017
Passed: _____

AN ORDINANCE

No. 2017-31

AN ORDINANCE ANNEXING A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 0.516± acre tract located on the north side of Browns Bridge Road, east of Tipton Drive and having road frontage on S Smith Road and Browns Bridge Road (a/k/a **2431 S Smith Road**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

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

SECTION I.

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

Legal Description

A parcel of land situated in Land Lot 15, 8th Land District, Hall County Georgia, said parcel being more particularly described as follows:

Commence at a Found Concrete Monument marking the Western-most end of a chamfer between the Westerly Right of Way of Gould Drive (Apparent 30' Right of Way) and the Northerly Right of Way of Browns Bridge Road (80' Right of Way); thence run North 64 degrees 49 minutes 05 seconds West along said Right of Way for a distance of 253.67 feet to a found 1/2 inch open top pipe; thence run North 63 degrees 18 minutes 02 seconds West along said Right of Way for a distance of 198.09 feet to a point said point being the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course and said Right of Way for a distance of 145.75 feet to a found 1 inch open top pipe; thence leaving said Right of Way run North 14 degrees 32 minutes 48 seconds East for a distance of 164.49 feet to a found axle, said point lying on the Southerly Right of Way of Smith Road

ORDINANCE NO. 2017-31

(Prescriptive Right of Way per County Engineer on 7/31/17), said point also lying on a non-tangent curve to the left, said curve having a radius of 64,692.99 feet, a central angle of 00 degrees 05 minutes 20 seconds, a chord bearing of South 84 degrees 21 minutes 04 seconds East, and a chord distance of 100.34 feet; thence run along the arc of said curve and said Right of Way for a distance of 100.34 feet to a point; thence leaving said Right of Way run South 02 degrees 55 minutes 12 seconds West for a distance of 215.11 feet to the POINT OF BEGINNING.

Said parcel contains 22,496.94 Square Feet or 0.516 Acres.

The annexation is to include all that portion of right-of-way known as Browns Bridge Road located between the subject property and the existing city limits of Gainesville.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/17/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance No. 2017-32**
Zone 0.516± acre at 2431 S Smith Road

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD) AT THE TIME OF ANNEXATION AS GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 12/19/2017

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of General Business (G-B). The property is zoned Highway Business (H-B) within unincorporated Hall County and is adjacent to the city limits to its south and east. As well, the property is located within the Gateway Corridor Overlay Zone and contains an older residential structure that will be demolished. The purpose of the request is to provide parking for a new 21,168± square foot auto collision center to be located on the adjacent property and next to the existing 8,935 square foot NAPA Auto Fitness facility. Existing access will be improved from Browns Bridge Road and water and sewer will be utilized for the adjacent collision center. The surrounding properties include various auto related sales uses located along Browns Bridge Road and single-family homes are located to the north off of S Smith Road.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance 2017-32.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Ordinance 2017-32 Pro Building Systems zone	Ordinance

First Reading: 12/05/2017
Passed: _____

AN ORDINANCE

No. 2017-32

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.516± ACRE TRACT LOCATED ON THE NORTH SIDE OF BROWNS BRIDGE ROAD, EAST OF TIPTON DRIVE AND HAVING ROAD FRONTAGE ON S SMITH ROAD AND BROWNS BRIDGE ROAD (A/K/A 2431 S SMITH ROAD) AT THE TIME OF ANNEXATION AS GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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 **General Business, with conditions (G-B-c)**.

Conditions

- 1. The proposal shall meet or exceed the development standards as depicted within the narrative, concept plan and architectural rendering submitted with the application and are subject to Community Development Department Director approval.**
- 2. There shall be no freestanding signs permitted along S Smith Road.**
- 3. There shall be no driveway access from the subject property on S Smith Road.**
- 4. Access point design and sidewalk location and design along Browns Bridge Road must be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Department Director. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.**
- 5. An updated as-built boundary survey/plat shall be recorded prior to obtaining a Certificate of Occupancy for the proposed use.**

Legal Description

A parcel of land situated in Land Lot 15, 8th Land District, Hall County Georgia, said parcel being more particularly described as follows:

ORDINANCE NO. 2017-32

Commence at a Found Concrete Monument marking the Western-most end of a chamfer between the Westerly Right of Way of Gould Drive (Apparent 30' Right of Way) and the Northerly Right of Way of Browns Bridge Road (80' Right of Way); thence run North 64 degrees 49 minutes 05 seconds West along said Right of Way for a distance of 253.67 feet to a found 1/2 inch open top pipe; thence run North 63 degrees 18 minutes 02 seconds West along said Right of Way for a distance of 198.09 feet to a point said point being the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course and said Right of Way for a distance of 145.75 feet to a found 1 inch open top pipe; thence leaving said Right of Way run North 14 degrees 32 minutes 48 seconds East for a distance of 164.49 feet to a found axle, said point lying on the Southerly Right of Way of Smith Road (Prescriptive Right of Way per County Engineer on 7/31/17), said point also lying on a non-tangent curve to the left, said curve having a radius of 64,692.99 feet, a central angle of 00 degrees 05 minutes 20 seconds, a chord bearing of South 84 degrees 21 minutes 04 seconds East, and a chord distance of 100.34 feet; thence run along the arc of said curve and said Right of Way for a distance of 100.34 feet to a point; thence leaving said Right of Way run South 02 degrees 55 minutes 12 seconds West for a distance of 215.11 feet to the POINT OF BEGINNING.

Said parcel contains 22,496.94 Square Feet or 0.516 Acres.

The annexation is to include all that portion of right-of-way known as Browns Bridge Road located between the subject property and the existing city limits of Gainesville.

SECTION II.

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

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 authority of the City of Gainesville, Georgia.

ORDINANCE NO. 2017-32

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/17/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance No. 2017-33**
Annex 0.98± acre at 2510 Old Flowery Branch Road and 2026 Memorial Park Drive

AN ORDINANCE ANNEXING A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 12/19/2017

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of Residential-II (R-II) for the purpose of constructing 9 apartment units. The property is zoned Residential-I (R-I) within unincorporated Hall County and is adjacent to the city limits to its south and east. A duplex residential structure is located on the property that will be demolished in order to construct the proposed apartments. According to the applicant, the proposed units will contain two-bedroom and one bath. Access is proposed from Memorial Park Road and water and sewer services will be utilized. The surrounding uses include single-family homes, church, auto repair facility and the Memorial Park funeral home.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance No. 2017-33.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Ordinance 2017-33 Chris Patton annex	Ordinance

First Reading: 12/05/2017
Passed: _____

AN ORDINANCE

No. 2017-33

AN ORDINANCE ANNEXING A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 0.98± acre tract located on the northwest side of the intersection of Old Flowery Branch Road and Memorial Park Drive (a/k/a **2510 Old Flowery Branch Road; 2026 Memorial Park Drive**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

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

SECTION I.

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

Legal Description

All that tract or parcel of land lying and being in Land Lot 14, 8th Land District of Hall County, Georgia as shown on a survey and plat prepared by Patton Land Surveying, LLC for Memorial Park Funeral Home dated September 15th, 2017 and being more particularly described as follows:

Commencing at the Centerline Intersection (C/L) of Old Flowery Branch Road and Memorial Park Drive having a state plane coordinate of north: 1554363.24 east: 2388593.69, THENCE North 84 degrees 20 minutes 39 seconds West for a distance of 38.03 feet to a point being the westerly right-of-way intersections of Old Flowery Branch Road (being 40 feet wide) and Memorial Park Drive (being 60 feet wide), said point being the TRUE POINT OF BEGINNING.

ORDINANCE NO. 2017-33

Thence along the northerly right-of-way of Old Flowery Branch road as follows: South 51 degrees 01 minutes 11 seconds West for a distance of 70.37 feet to a point;
Thence South 54 degrees 28 minutes 01 seconds West for a distance of 49.77 feet to a point;
Thence along a curve to the left having a radius of 1204.12 feet and an arc length of 110.58 feet, being subtended by a chord of South 52 degrees 18 minutes 19 seconds West for a distance of 110.54 feet to a point;
Thence South 49 degrees 38 minutes 42 seconds West for a distance of 52.32 feet to a point;
Thence leaving said right-of-way North 36 degrees 13 minutes 53 seconds West for a distance of 72.01 feet to a point;
Thence North 36 degrees 13 minutes 53 seconds West for a distance of 75.00 feet to a point;
Thence North 51 degrees 16 minutes 15 seconds East for a distance of 293.40 feet to a point on the westerly right-of-way of Memorial Park Drive and continuing along said right-of-way as follows;
Thence South 32 degrees 16 minutes 54 seconds East for a distance of 75.40 feet to a point;
Thence South 32 degrees 16 minutes 54 seconds East for a distance of 75.40 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.98 acres more or less.

The annexation is to include all that portion of right-of-way known as Memorial Park Drive located between the subject property and the existing city limits of Gainesville.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

ORDINANCE NO. 2017-33

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/17/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance No. 2017-34**
Zone 0.98± acre at 2510 Old Flowery Branch Road and 2026 Memorial Park Drive
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE) AT THE TIME OF ANNEXATION AS RESIDENTIAL-II, WITH CONDITIONS (R-II-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 12/19/2017

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of Residential-II (R-II) for the purpose of constructing 9 apartment units. The property is zoned Residential-I (R-I) within unincorporated Hall County and is adjacent to the city limits to its south and east. A duplex residential structure is located on the property that will be demolished in order to construct the proposed apartments. According to the applicant, the proposed units will contain two-bedroom and one bath. Access is proposed from Memorial Park Road and water and sewer services will be utilized. The surrounding uses include single-family homes, church, auto repair facility and the Memorial Park funeral home.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance No. 2017-34.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Ordinance 2017-34 Chris Patton zone	Ordinance

First Reading: 12/05/2017
Passed: _____

AN ORDINANCE

No. 2017-34

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.98± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF OLD FLOWERY BRANCH ROAD AND MEMORIAL PARK DRIVE (A/K/A 2510 OLD FLOWERY BRANCH ROAD; 2026 MEMORIAL PARK DRIVE) AT THE TIME OF ANNEXATION AS RESIDENTIAL-II, WITH CONDITIONS (R-II-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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 **Residential-II, with conditions (R-II-c)**.

Conditions

- 1. The subject property shall be limited to a maximum of nine (9) apartment units.**
- 2. The proposal shall meet or exceed the development standards as depicted within the narrative, concept plan and architectural rendering submitted with the application, subject to Community Development Department Director approval. In addition, all exterior walls of the apartment building shall be painted with earth tone colors and shall have a minimum three foot (3') high watermark of brick or stone material. No vinyl siding shall be permitted excluding soffit areas.**
- 3. All outdoor equipment and items such as dumpster pads, trash receptacles, grills, recreational equipment and such shall be screened from view from Memorial Park Drive and Old Flowery Branch Road.**
- 4. The subject property shall be limited to one monument sign fronting Memorial Park Drive not to exceed a height of six (6) feet and thirty-two (32) square feet in size with indirect ground lighting.**
- 5. All proposed storm water detention areas shall be placed underground or may be approved above ground if designed as an amenity feature with shallow slopes, no fencing and surrounded by landscaping upon approval by the Community Development Department Director and Department of Water Resources Director.**

ORDINANCE NO. 2017-34

- 6. In addition to the access proposed on Memorial Park Drive, a full access driveway on Old Flowery Branch Road shall be required to provide for left hand turns into and out of the development. Access point design and sidewalk location and design along Memorial Park Drive and Old Flowery Branch Road must be reviewed and approved by the Gainesville Public Works Department Director. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.**
- 7. An updated as-built boundary survey/plat shall be recorded prior to obtaining a Certificate of Occupancy for the proposed use.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 14, 8th Land District of Hall County, Georgia as shown on a survey and plat prepared by Patton Land Surveying, LLC for Memorial Park Funeral Home dated September 15th, 2017 and being more particularly described as follows:

Commencing at the Centerline Intersection (C/L) of Old Flowery Branch Road and Memorial Park Drive having a state plane coordinate of north: 1554363.24 east: 2388593.69, THENCE North 84 degrees 20 minutes 39 seconds West for a distance of 38.03 feet to a point being the westerly right-of-way intersections of Old Flowery Branch Road (being 40 feet wide) and Memorial Park Drive (being 60 feet wide), said point being the TRUE POINT OF BEGINNING.

Thence along the northerly right-of-way of Old Flowery Branch road as follows: South 51 degrees 01 minutes 11 seconds West for a distance of 70.37 feet to a point;
Thence South 54 degrees 28 minutes 01 seconds West for a distance of 49.77 feet to a point;
Thence along a curve to the left having a radius of 1204.12 feet and an arc length of 110.58 feet, being subtended by a chord of South 52 degrees 18 minutes 19 seconds West for a distance of 110.54 feet to a point;
Thence South 49 degrees 38 minutes 42 seconds West for a distance of 52.32 feet to a point;
Thence leaving said right-of-way North 36 degrees 13 minutes 53 seconds West for a distance of 72.01 feet to a point;
Thence North 36 degrees 13 minutes 53 seconds West for a distance of 75.00 feet to a point;
Thence North 51 degrees 16 minutes 15 seconds East for a distance of 293.40 feet to a point on the westerly right-of-way of Memorial Park Drive and continuing along said right-of-way as follows;
Thence South 32 degrees 16 minutes 54 seconds East for a distance of 75.40 feet to a point;
Thence South 32 degrees 16 minutes 54 seconds East for a distance of 75.40 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.98 acres more or less.

The annexation is to include all that portion of right-of-way known as Memorial Park Drive located between the subject property and the existing city limits of Gainesville.

SECTION II.

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

ORDINANCE NO. 2017-34

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 authority of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/14/2017
Presenter: Abb Hayes
Item of Business: Business Resolution 2017-60 The Arts Council, Inc. Property Acquisition
Meeting Date: 12/19/2017

Purpose of Request:

To authorize the purchase of the Arts Council Property.

History/Background:

Facts & Issues for Consideration:

Legal counsel for the City and the Arts Council, Inc. collaborated to prepare the purchase agreement to promote economic development as well as provide additional parking in downtown Gainesville.

Department Recommendation:

To approve the proposed resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2017-60 Arts Council Property Acquisition	Resolution
☐ Arts Council Purchase Agreement	Contract/Agreement/MOU

RESOLUTION BR-2017-60

The Arts Council, Inc. Property Acquisition

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to promote the economic development of the City's downtown and provide additional public parking; and

WHEREAS, the property owned by The Arts Council, Inc., located on Broad Street, as more particularly described in Exhibit "A" to the Parking, Sign and Sale Agreement described below, is seen as a vital link to facilitate future development conforming to the vision of the City; and

WHEREAS, the governing body for the City desires to purchase said property.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the purchase of the property owned by The Arts Council, Inc. and directs the Mayor, the City Manager and the City Attorney to execute the Parking, Sign and Sale Agreement with The Arts Council, Inc., as well as all other such documents and agreements that may be necessary to complete the closing of the purchase of the property.

Adopted this ____ day of December, 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

PARKING, SIGN AND SALE AGREEMENT

This Agreement made and entered into as of the _____ of _____, 2017, by and between **THE ARTS COUNCIL, INC.**, a Georgia non-profit corporation (hereinafter referred to as the “Arts Council”), and the **CITY OF GAINESVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”).

W I T N E S S E T H:

WHEREAS, the Arts Council is the owner of a tract of unimproved property on Broad Street in the City of Gainesville, Hall County, Georgia, which property is described on Exhibit “A”, attached hereto and by reference made a part hereof (the “Property”); and

WHEREAS, the Arts Council uses the Property for parking at its events on property known as The Arts Council Smithgall Arts Center at 331 Spring Street, SW Gainesville, Georgia 30501; and

WHEREAS, the Arts Council has had plans prepared to install a large digital kiosk on the Property to advertise its various events at The Arts Council Smithgall Arts Center and other locations in the City of Gainesville; and

WHEREAS, the City desires to purchase the Property as a part of its economic development plan to encourage further development in the downtown area and provide additional public parking; and

WHEREAS, the Arts Council has agreed to convey the Property to the City subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises which are incorporated into and shall be deemed a part of this Agreement, the covenants and agreements hereinafter set forth, the sum of TEN AND 00/100 DOLLARS, cash in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **THE PROPERTY.** The Arts Council agrees to sell and the City agrees to buy the Property, AS IS WHERE IS”, for Three Hundred Thousand and no/100 Dollars (\$300,000.00) as follows:

- (a) The City shall move promptly and in good faith after acceptance of this Agreement to examine title and determine the marketability of the title to the Property. If it is determined that the property does not have marketability, then at the option of the City, evidenced by written notice to the Arts Council, this Agreement shall be null and void, unless the City elects to accept the Property subject to any defects in the title, which defects shall become “Permitted Exceptions”. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard pre-printed exceptions.
- (b) The Arts Council represents that it presently has title to the Property and agrees; at the time the sale is consummated, to convey title to the Property to the City by limited warranty deed subject to the Permitted Exceptions, if any.
- (c) The City and the Arts Council agree that such papers and documents as may be reasonably necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.
- (d) “Closing Date” shall be selected by the City but the Closing shall occur within sixty (60) days of the Effective Date of this Agreement, as hereinafter defined. City shall give the Arts Council notice of the date and time of closing at least ten (10) business days prior to the Closing Date.
- (e) Closing shall take place at the office of Hulsey, Oliver & Mahar, LLP or at such other location as chosen by the City in Gainesville, Georgia and all costs and expenses for Closing will be paid by the City.

2. **THE SIGN.** Representatives of the Arts Council will participate in the location and design process for a color high quality digital sign belonging to the City with 50% of the "flips" guaranteed to the Arts Council for the life of the sign but at least twenty five (25) years, whichever is longer (the “Term”). The “flips” guaranteed to the Arts Council will only promote events to be held in the City of Gainesville. The City will maintain, repair and replace, if

necessary, the sign during the Term. Final approval of the design, location, and type of sign installed shall be made at the City's sole discretion, after receiving input from the Arts Council.

3. **THE GRATES.** The City will build and install the grates for the drainage system at the Arts Council with participation by representatives of the Arts Council in the design of the grates. The City will promptly start the installation of the grates and complete the installation within one year of the date of this Agreement. Final approval of the design, location, and type of grates installed shall be made at the City's sole discretion, after receiving input from the Arts Council.

4. **THE BANNERS.** The City authorizes the Arts Council to install and maintain banners (including switching them out or replacing them) on the four posts circled on the aerial picture attached as Exhibit "B." The size of the banners will be no greater than 39.5" by 25.5" and will be limited to one banner per pole. No additional lighting will be installed on the poles and the Arts Council will use the lighting that is already on the poles.

5. **THE PARKING SPACES.** The Arts Council shall have the dedicated use of forty (40) reserved parking spaces twelve (12) times a year for events at The Arts Council Smithgall Arts Center, which reserved parking spaces shall be located on the Property. The forty (40) parking spaces shall remain open to the public, when not dedicated to Arts Council use. The forty (40) reserved parking spaces twelve (12) times a year for events at the Arts Council Smithgall Arts Center shall continue as long as the apartment/retail complex is in operation. If the forty (40) parking spaces are not available to the Arts Council within three (3) years from the date of this Agreement, the City will pay the Arts Council an additional One Hundred Thousand and no/100 Dollars (\$100,000.00). (This however does not relieve the City from building the parking spaces and following through with the agreement with The Arts Council for the 40 spaces allocated 12 times per year.)

6. **THE OTHER AREAS.** The Arts Council and the City pledge to cooperate in each of the following areas:

- (a)** The City will notify the Arts Council of any impending street closings, construction, or other activities that may negatively impact programs, events, or rentals of The Arts Council.
- (b)** The City and the Arts Council will work together jointly to avoid conflicts in scheduling of activities that require significant parking downtown (such as concerts, festivals, etc.).
- (c)** The City will seek to foster the success of capital projects by the Arts Council in the downtown area for the mutual benefit of the Arts Council, the City, and the surrounding community. These capital projects are recognized to be the further conversion of the 201-208 Arts Council Performing Arts Complex (the old church property) into a venue for events, offices, other arts programs and rentals, and the construction of an amphitheater (including a permanent outdoor covered stage) at The Arts Council Smithgall Arts Center property at 331 Spring Street, SW Gainesville, Georgia 30501.
- (d)** The City (and its agents such as the Gainesville CVB, Gainesville Main Street) will work to support the Arts Council's events, and the Arts Council will work to support the events of the City and its agents, including tourism opportunities.
- (e)** The City will review its Code relating to special use permits and noise permits to streamline the process, eliminate excessive paperwork and increase the length of time for the permit.
- (f)** The City invites the Arts Council to make proposals to the City and its agents to co-sponsor events and activities for the benefit of the public (including tourism opportunities).

7. **NOTICES.** All notices, requests, demands and other communications or deliveries required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given three days after having been deposited for mailing if sent by registered mail, or certified mail return receipt requested, or delivery by courier, to the respective addresses set forth below:

If to City:

Mr. Bryan Lackey

City Manager
City of Gainesville
P. O. Box 2496
Gainesville, GA 30503

With a Copy to:

Hulsey, Oliver and Mahar, LLP
Attention: Abbott S. Hayes, Jr.
200 E. E. Butler Parkway
Gainesville, GA 30501

If to the Arts Council:

The Arts Council
331 Spring Street SW
Gainesville, GA 30501
Attn: Ms. Gladys Wyant

With a Copy to:

Stewart, Melvin & Frost, LLP
J. Randall Frost
P. O. Box 3280
Gainesville, GA 30503

8. SUCCESSORS AND ASSIGNS. Wherever, there is a reference in this Agreement to the City or the Arts Council or when personal pronouns are used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and the neuter, as may fit the particular parties and said terms include and bind the heirs, executors, administrators, personal representatives, successors, successors-in-title and assigns of the parties hereto. When the terms “herein, within, hereof, above, below or similar terms” are used in this Agreement, they shall refer to the Agreement as a whole and not just to the sentence and paragraph where they appear in this Agreement.

9. INTEGRATED CONTRACT. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters concerning the matters described in this Agreement and supersedes any and all prior to contemporaneous agreements, whether written or oral. No covenants, agreements, terms,

provisions, warranties, statements, representations or undertakings, whether written or oral, made or executed by any party hereto shall be binding on any party hereto, unless specifically set forth or incorporated in this Agreement.

10. MODIFICATIONS AND WAIVERS. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

11. JUDICIAL INTERPRETATION. Should any of the provisions of this contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any provisions shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent, prepared the same, it being agreed that all parties and their agents have participated in the preparation and negotiation of this Agreement.

12. ASSIGNMENT. Neither this Agreement nor any interest in any part to this Agreement shall be assignable in the absence of a written agreement by and between all the parties to this Agreement, executed with the same formalities as this original Agreement.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14. TIME OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia, without applying any conflict of law principles of such State.

16. DEFAULT BY THE CITY. If the City fails to perform any of its obligations under this Agreement for any reason other than the Arts Council's default or the permitted termination of this Agreement by either the Arts Council or the City as herein expressly provided, the Arts Council shall be entitled, to seek to enforce specific performance of the City's promises, obligations and duties under this Agreement.

17. DEFAULT BY THE ARTS COUNCIL. In the event that the Arts Council fails to perform any of its obligations under this Agreement for any reason other than the City's default or the permitted termination of this Agreement by either the Arts Council or the City as herein expressly provided, the City shall be entitled, to seek to enforce specific performance of the Arts Council's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey marketable title to the Property to the City.

18. COMMISSIONS. The City and the Arts Council 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.

19. EFFECTIVE DATE. The parties hereto agree that for all purposes of this Agreement, the "Effective Date" of this Agreement shall be:

_____.

20. INSPECTION PERIOD. The City, at the City'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 thirty (30) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory, and any other factor relating to the City's use of the Property. During the Inspection Period, and thereafter if the City does not terminate this Agreement, the Arts Council shall give the City and the City's agents 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 the City to determine if the Property is satisfactory for the City's intended use; provided, however, the City shall conduct no invasive testing without the Arts Council's prior consent; and the City shall not permit any liens to attach to the Property by reason of the exercise

of such rights or tests. Furthermore, the City shall not interfere with the Arts Council or its agents or tenants' use of the Property and shall not violate any law or regulation or any municipality or governmental agency having jurisdiction over the Property. In the event the purchase and sale of the Property as contemplated by this Agreement does not close, the City agrees to restore the Property to as near its original condition as reasonably possible, and within ten (10) days of termination or expiration hereunder, return all copies of any books, files, or records copied by the City. The City hereby indemnifies and holds the Arts Council harmless from and against any and all liens, losses, costs, or expenses by contractors, subcontractors, materialmen, or laborers performing such work, tests, or inspections for the City, as well as any claims, losses, costs, or expenses asserted by third parties for injuries, damages, or attorney fees to said third parties or their property resulting from or arising out of, or incurred in connection with such entry, work or tests for the City. This indemnification shall survive the termination of this Agreement and Closing as set forth herein.

21. RIGHT OF TERMINATION. If the City discovers any matter during the Inspection Period that is unacceptable to the City for any reason, in the City's sole discretion, the City 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 the City fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, the City shall be deemed to have waived its rights to terminate this Agreement. If the City provides the Termination Notice prior to the expiration of the Inspection

Period, the parties shall have no further right or obligation hereunder. Time is of the essence in regard to termination as set forth herein.

IN WITNESS WHEREOF, the parties have duly executed and sealed this Agreement as of the date first written above.

“CITY”

CITY OF GAINESVILLE, GEORGIA

By: _____
C. Danny Dunagan, Jr., Mayor

Attest: _____
Denise Jordan, City Clerk

CITY SEAL

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

“ARTS COUNCIL”

THE ARTS COUNCIL, INC.

By: _____
Kirk W. Watkins, President

By: _____
Gladys Wyant, Executive Director

EXHIBIT "A"

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

To reach the POINT OF BEGINNING, commence at an iron pin at the intersection of the sidewalks on the Westerly side of Maple Street and the Southerly side of Broad Street; thence South $55^{\circ}58'09''$ West 172.52 feet to a concrete monument and the POINT OF BEGINNING; thence South $31^{\circ}31'12''$ East 239.97 feet to an iron pin on the North right-of-way line of Jesse Jewell Parkway (formerly Church Street); thence South $60^{\circ}32'01''$ West along the North side of Jesse Jewell Parkway 65.14 feet to an iron pin; thence North $40^{\circ}04'38''$ West 231.60 feet to an iron pin on the Southerly side of Broad Street; thence North $53^{\circ}32'03''$ East 99.94 feet to the POINT OF BEGINNING.