AGENDA

Gainesville Mayor/Council Meeting
Tuesday, April 17, 2018, 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:

PRESENTATION(S):

A. Post-Employment Service Recognition

B. Gainesville Police Department 2017 Employee of the Year - Officer Chris Letson

C. FBI National Academy Graduate - Lieutenant Andy Smith

D. Gainesville Police Department Explorer Troop

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

A. Development Authority
- Position held by Allen Nivens

B. Redevelopment Authority
- Position held by David Abee
- Position held by Mike Weaver

Minutes

A. March 9-10, 2018 Retreat

B. March 15, 2018 Work Session

C. March 20, 2018 Mayor/Council Meeting

Resolutions

A. AR-2018-08 Fourth Quarter Budget Adjustment for Fiscal Year 2017

B. AR-2018-09 Second Quarter Budget Adjustment for Fiscal Year 2018

C. BR-2018-18 PNC Equipment Finance, LLC Master Lease Purchase Agreement

D. BR-2018-19 Write-off of Delinquent Personal Property Tax

E. BR-2018-20 Write-off of Delinquent Utilities Receivables

F. BR-2018-21 Write-off of Uncollectible Returned Checks

G. PR-2018-07 Dawsonville Highway Bridge Replacement Utilities Relocation Memorandum of Understanding with Georgia Department of Transportation

H. PR-2018-08 Cargill Global Edible Oil Solutions Donation to the Fire Department

I. PR-2018-09 North Georgia Community Foundation Donation to the Fire Department

PUBLIC HEARING(S):

Annexation/Zoning Items

A. Request from **Lake 53, LLC** to rezone a 6.227± acres tract located on the west side of Dawsonville Highway, north of Avonlea Way (a/k/a **1995 Dawsonville Highway NW**) from General Business (G-B) to Planned Unit Development (P-U-D). **Ward Number: One.** Tax Parcel Number(s): 01-110A-003-003. **Request: 79 residential condos and office space.**

B. Request from **John Harris** to rezone a 5.73± acres tract located on the southeast side of Lanier Valley Drive, west of Otila Drive (a/k/a **1331 Lanier Valley Drive NW**) from Residential-II (R-II) and General Business (G-B) to General Business (G-B). **Ward Number: One.** Tax Parcel Number(s): 01-115-002-002. **Request: Non-profit residential facility.**

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, April 16, 2018, 9:00 AM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/12/2018

Presenter: Danny Dunagan

Item of Business: Post-Employment Service Recognition

Meeting Date: 4/17/2018

Purpose of Request:

To recognize the following retirees for their service:
1. Rodney Anderson: 26 years and 11 months, Water Resources
2. Scott Benefield: 27 years, 5 months and 20 days, Water Resources
3. Joe Britte: 20 years and 13 days, Police
4. Guy Gilstrap: 21 years, 2 months and 20 days, Parks and Recreation
5. Matt Henderson: 26 years, 5 months and 21 days, Water Resources
6. Richard Turk: 30 years, 10 months and 25 days, Water Resources

History/Background:

Facts & Issues for Consideration:

The following retirees have confirmed their attendance:
*Rodney Anderson
*Joe Britte - will only receive the signed testimonial - he received a shadow box from PD)
*Guy Gilstrap
*Matt Henderson
*Richard Turk

Scott Benefield will not be in attendance.

Department Recommendation:

Department Director:

Janeann Allison

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

N/A

Amount Requested:

Source of Funds:

General Fund, i.e., Mayor/Council Budget

Finance Comments:

Administrative Comments:

Funding is included through the annual budget process.

ATTACHMENTS:

Description	Type
Retiree Statistical Sheet	Presentation
Rodney Anderson Testimonial	Presentation
Scott Benfield Testimonial	Presentation
Joe Britte Testimonial	Presentation
Guy Gilstrap Testimonial	Presentation
Matt Henderson Testimonial	Presentation
Richard Turk Testimonial	Presentation

The City of Gainesville
Retired Employees

Rodney Anderson **Water Resources**	**26 years, 11 months** **01/29/1991 – 12/29/2017**
Scott Benefield **Water Resources**	**27 years, 5 months, 20 days** **07/09/1990 – 12/29/2017**
Joe Britte **Police**	**20 years, 13 days** **11/17/1997 – 11/30/2017**
Guy Gilstrap **Parks and Recreation**	**21 years, 2 months, 20 days** **09/16/1996 – 12/06/2017**
Matt Henderson **Water Resources**	**26 years, 5 months, 21 days** **04/15/1991 – 10/06/2017**
Richard Turk **Water Resources**	**30 years, 10 months, 25 days** **02/02/1987 – 12/27/2017**

Total Accumulated Services: 153 years and 9 days

Rodney Anderson

***Your retirement**, after 26 years and 11 months of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

Mayor C. Danny Dunagan, Jr.	**Council Member Ruth H. Bruner**
Mayor Pro Tem W. Samuel Couvillon	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Scott Benefield

***Your retirement**, after 27 years, 5 months and 20 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

______________________________	______________________________
Mayor C. Danny Dunagan, Jr.	**Council Member Ruth H. Bruner**
______________________________	______________________________
Mayor Pro Tem W. Samuel Couvillon	**Council Member Zack Thompson**
______________________________	______________________________
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Joe Britte

***Your retirement**, after 20 years and 13 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

Mayor C. Danny Dunagan, Jr.	**Council Member Ruth H. Bruner**
Mayor Pro Tem W. Samuel Couvillon	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Guy Gilstrap

***Your retirement**, after 21 years, 2 months and 20 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

Mayor C. Danny Dunagan, Jr.	**Council Member Ruth H. Bruner**
Mayor Pro Tem W. Samuel Couvillon	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Matt Henderson

***Your retirement**, after 26 years, 5 months and 21 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

Mayor C. Danny Dunagan, Jr.

Council Member Ruth H. Bruner

Mayor Pro Tem W. Samuel Couvillon

Council Member Zack Thompson

Council Member George Wangemann

Council Member Barbara B. Brooks

Richard Turk

***Your retirement**, after 30 years, 10 months and 25 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 17th day of April 2018.

______________________________	______________________________
Mayor C. Danny Dunagan, Jr.	**Council Member Ruth H. Bruner**
______________________________	______________________________
Mayor Pro Tem W. Samuel Couvillon	**Council Member Zack Thompson**
______________________________	______________________________
Council Member George Wangemann	**Council Member Barbara B. Brooks**

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/30/2018

Presenter: Carol Martin

Item of Business: Gainesville Police Department 2017 Employee of the Year - Officer Chris Letson

Meeting Date: 4/17/2018

Purpose of Request:

To recognize Officer Chris Letson for being elected as GPD 2017 Employee of the Year.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Carol Martin

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
	EOY 2017 Certificate	Presentation

EMPLOYEE OF THE YEAR

This certificate is awarded to

CHRIS LETSON

in recognition of your commitment and outstanding contributions to the Gainesville Police Department for the year 2017.

Gainesville POLICE

Carol Martin 3/12/18

Carol L. Martin, Chief of Police *Date*

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/30/2018

Presenter: Carol Martin

Item of Business: FBI National Academy Graduate - Lieutenant Andy Smith

Meeting Date: 4/17/2018

Purpose of Request:

To recognize Lieutenant Andy Smith for his graduation from the FBI National Academy.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Carol Martin

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
🗋	FBI National Academy Diploma - A. SMith	Backup Material

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Issues this award thereby certifying that

Wayne A. Smith

Gainesville Police Department, Gainesville, Georgia

has completed a general course of instruction afforded by the

FBI National Academy

at Quantico in the state of Virginia for a period of ten weeks
ending the sixteenth day of March in the year of two thousand and eighteen.

Christopher A. Wray
Director
Federal Bureau of Investigation

David T. Resch
Assistant Director
Training Division

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/3/2018

Presenter: Carol Martin

Item of Business: Gainesville Police Department Explorer Troop

Meeting Date: 4/17/2018

Purpose of Request:

To recognize their achievement at the Winterfest 2018 Competition and their growth within the Gainesville Police Department.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Carol Martin

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

N/A

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/12/2018

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 4/17/2018

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: 4/10/2018

Presenter: Danny Dunagan

Item of Business: Development Authority
- Position held by Allen Nivens

Meeting Date: 4/17/2018

Purpose of Request:

The purpose of this request is to address the position currently held by Allen Nivens.

History/Background:

Facts & Issues for Consideration:

The Greater Hall Chamber of Commerce submitted nominees in accordance with the bylaws of the Authority.

Department Recommendation:

The Mayor nominated Jackie Walters to replace Allen Nivens during the April 12, 2018 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
🗋	Development Authority Members	Backup Material
🗋	2018 GHCC Development Authority Nominations	Backup Material

GAINESVILLE-HALL DEVELOPMENT AUTHORITY

CITY APPOINTMENTS

POST	LAST NAME	FIRST NAME	TERM BEGINS	TERM ENDS
City	Nivens	Allen	4/15/2014	3/31/2018
City	Barnett	Perry	4/20/2016	3/31/2020
City	Baldwin	Elisabeth	4/18/2017	3/31/2021
City	Embry	Cooper	4/21/2015	3/31/2019
Ex-Officio - City	Dunagan	Danny	1/9/2018	1/8/2019

OTHER BOARD MEMBERS

POST	LAST NAME	FIRST NAME	TERM BEGINS	TERM ENDS
County	Lee	David	4/1/2016	3/31/2020
County	Wayne	Alex	06/2017	3/31/2021
County	Wilheit (Chairman)	Philip		3/31/2019
County	Barnes	Glennis	4/1/201/	3/31/2022
County	Wood	Trey	4/1/2015	3/31/2019
Ex-Officio - County Chairman	Powell	Billy	1/1/2016	
Ex-Officio - GHCC	Hemmer	Lee		
Others - GHCC	Dunlap	Kit		
Others - EDC Director	Evans	Tim		
Others - City	Lackey	Bryan		
Others - County	Connell	Jock		
Others - Media	The Times			
Others - Media	WDUN			
Counsel/Secretary	Syfan	Tread		

TERM: Four year terms

Nominations provided by Greater Hall Chamber of Commerce.
Members serve until position filled.
A member who has served a full four-year term is not eligible for reappointment until the lapse of one year after that term expires.

CONTACT: Peyton Wilhoite pwilhoite@ghcc.com — Kit Dunlap kit@ghcc.com — UPDATED: 4/10/18 dj

GREATER HALL
CHAMBER OF COMMERCE

RECEIVED
MAR 2 2018
CITY CLERK'S OFFICE

230 E.E. Butler Parkway
Post Office Box 374
Gainesville, Georgia 30503

February 26, 2018

Mayor Danny Dunagan
City of Gainesville
P. O. Box 2496
Gainesville, GA 30503

Dear Mayor Dunagan:

The Greater Hall Chamber of Commerce nominates the following two (2) persons to be considered for the one (1) appointment to the Gainesville & Hall County Development Authority. The person selected will fill the term of Allen Nivens, whose term expires 3/31/18. This request is in accordance with the By-Laws of the Authority that we submit these persons for selection.

Brian Daniel, Carroll Daniel Construction Company
Jackie Walters, Walters Management Company

Both of these nominees are familiar with the economic development efforts of Gainesville and Hall County and would be quality members of the Authority. Please make the selection at your earliest convenience and notify us.

Sincerely,

Kathryn L. Dunlap
President & CEO
Greater Hall Chamber of Commerce

Attachment: Current roster of members
Gainesville & Hall County Development Authority

cc: Philip Wilheit, Chairman
Gainesville & Hall County Development Authority

Tread Syfan, Attorney
Gainesville & Hall County Development Authority

Bryan Lackey, City Manager
City of Gainesville

Denise Jordan
Gainesville City Clerk

770.532.6206
Fax 770.535.8419

www.greaterhallchamber.com

"FROM ISLANDS TO HIGHLANDS...
WE'VE GOT IT ALL!"

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/10/2018

Presenter: Danny Dunagan

Item of Business: Redevelopment Authority
- Position held by David Abee
- Position held by Mike Weaver

Meeting Date: 4/17/2018

Purpose of Request:

The purpose of this request is to address the positions currently held by David Abee and Mike Weaver.

History/Background:

GRA was created by action taken by the 1978 General Assembly of Georgia. GRA Members serve four-year terms. They are not eligible for reappointment until the lapse of one year after the expiration of a four-year term. The Authority also complies with the requirements of the City Charter and Code of Ordinances as applicable.

Facts & Issues for Consideration:

The Redevelopment Authority submitted nominees for consideration as required by the bylaws.

Department Recommendation:

The Mayor nominated David Abee for reappointment and nominated Tyler Smith to replace Mike Weaver.

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
2018 GRA Members	Backup Material
2018 GRA Nominees	Backup Material

GAINESVILLE REDEVELOPMENT AUTHORITY

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Post 1 By Council	Bell	Mark	3/5/2013 UE	8/5/2014	7/31/2018
Post 2 By Council	Jacobs	Jay	8/4/2015		7/31/2019
Post 3 By Council	Nix	Matt	12/6/2016		7/31/2020
Post 4 By Council	Carter	Doug	7/21/2009 (Effective 8/1/2009)	3/4/2014	7/31/2018
Post 5 By Council	Nordholz	Kris	3/5/2013	12/6/2016	7/31/2020
Post 6 By Council	Burrell	Carol	12/20/2011	8/4/2015	7/31/2019
Post 7 By Council	Wood, Jr.	Joe	12/20/2011	8/5/2014	7/31/2018
Post 8 By Council	Abee	David	4/15/2014		7/31/2017
Appointed by Authority	Weaver	Mike	1/18/2012 UE	2013	7/31/2017
Ex-Officio	Dunagan	Danny	1/10/2017	1/9/2018	1/8/2019

TERM: Four year terms following the initial staggered term appointments.

NOTES: House Bill 801 was passed and effective 5/11/2009 which reduced the number of board members to nine. Members must be either residents of the City of Gainesville; operate, manage or work for a business within the City of Gainesville; or own real property within the City of Gainesville. City Council appointed the initial eight members with staggered terms and those members were to appoint the ninth member for a four year term. Two nominations are to be submitted by the Authority to fill each vacancy. Appointments made by Council.

*A letter dated 3/5/13 to William Bagwell established the precedent of setting terms to expire on July 31 (7/31).

CONTACT: Cara Mitchell
Whelchel, Dunlap, Jarrard and Walker
P. O. Box One
Gainesville, GA 30503
770-535-4001
cmitchell@wdjwlaw.com

UPDATED: 1/10/18 ag

THE LAW FIRM OF
WHELCHEL, DUNLAP, JARRARD & WALKER, LLP
SINCE 1883

WILLIAM A. BAGWELL
JOHN A. GRAM
EDGAR B. DUNLAP, II
THOMAS M. COLE
CHRISTOPHER J. WALKER, III
MADELINE S. WIRT
LUCY KIMBROUGH HENRY
BETHANY SAULS MAGNUS
CARA R. MITCHELL
CARLA J. WALKER
DAVID H. DICKERSON
J. JEREMY PANTER
ALSTON E. LYLE

405 WASHINGTON STREET, N.E.
P.O. BOX ONE
GAINESVILLE, GEORGIA 30503

SUCCESSOR TO

WHELCHEL & DUNLAP, LLP
CAREY, JARRARD & WALKER, LLP

WILLIAM P. WHELCHEL (1895-1975)
JAMES A. DUNLAP (1920-2005)
R. THOMAS JARRARD (1943-2007)

TELEPHONE (770) 535-4001
FAX (770) 532-7361
WWW.WDJWLAW.COM

February 27, 2018

RECEIVED
MAR 2 2018
CITY CLERK'S OFFICE

Ms. Denise Jordan
P. O. Box 2496
300 Henry Ward Way, Suite 300
Gainesville, GA 30503

Re: Nominations, Gainesville Redevelopment Authority

Dear Denise,

The Gainesville Redevelopment Authority met on February 22, 2018, and selected two nominees for the Authority position currently held by David Abee, as required by local legislation. Those nominees are the incumbent **David Abee** and **Kelly Mathis Lee**. Mr. Abee's term expired July 31, 2017; he is eligible to serve another full term since he was originally appointed to fill an unexpired term for less than a full four years. I believe you have his contact information on file. Ms. Lee is a principal with Strong Gaddy Lee Wealth Management here in Gainesville. Contact information for Ms. Lee is as follows:

Kelly Mathis Lee

Gainesville, 30501

The Authority also appointed **M. Tyler Smith** to the position held by Mike Weaver, which is the Authority-appointed ninth seat on the Authority by local legislation. Mr. Weaver has filled both an unexpired term and a subsequent full four-year term and is thus ineligible for reappointment. Mr. Smith is a partner with Smith, Gilliam, Williams, and Miles, P.A., here in Gainesville. His contact information is:

M. Tyler Smith

Gainesville, GA 30506

My records indicate that the terms of Mark Bell, Doug Carter, and Joe Wood will expire on July 31, 2018, and that none of the above are eligible for reappointment. The Authority plans to meet in late May and will at that time nominate successors for these three positions, in time for Council to act on the nominations in June or July if it so chooses.

Thank you for all of your help with the Authority. Please let me know if there is anything else you may need with regard to this matter.

With best regards, we remain

Sincerely,

WHELCHEL, DUNLAP,
JARRARD & WALKER, LLP

Cara

Cara R. Mitchell

CRM/bhs
Enclosures
cc: Mr. Mark Bell, Chairman
Mr. M. Tyler Smith

P:\CRM\Letters\2016\Jordan, Denise re Redevelopment Authority appointments 2018.doc

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/16/2018

Presenter: Denise Jordan

Item of Business: March 9-10, 2018 Retreat

Meeting Date: 4/17/2018

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/13/2018

Presenter: Denise Jordan

Item of Business: March 15, 2018 Work Session

Meeting Date: 4/17/2018

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/13/2018

Presenter: Denise Jordan

Item of Business: March 20, 2018 Mayor/Council Meeting

Meeting Date: 4/17/2018

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/30/2018

Presenter: Bryan Lackey

Item of Business: AR-2018-08 Fourth Quarter Budget Adjustment for Fiscal Year 2017

Meeting Date: 4/17/2018

Purpose of Request:

This request is to approve the budget adjustments associated with the fourth quarter of fiscal year 2017.

History/Background:

The City of Gainesville Code states in part:
Sec. 2-3-87 - Budget amendments
(a) General amendment. The council may amend the budget as deemed necessary or advantageous during the fiscal year, provided additional revenues or funding sources are identified for any net increase in expenditure. Following the end of each fiscal year quarter, any approved adjustments, including budgets for any projects authorized during the quarter shall be enacted through a budget adjustment resolution upon favorable vote of the city council. The supplemental budget resolutions shall be balanced for each and every fund that is amended.

Facts & Issues for Consideration:

Department Recommendation:

Financial Services recommends the approval of the fourth quarter budget adjustment for fiscal year 2017.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2018-08 Fourth Quarter Budget Adjustment for Fiscal Year 2017	Resolution
Attachment A- Charts for 4th Qtr BA for FY2017	Attachments/Exhibits
Attachment B- Description of 4th Qtr BA for FY2017	Attachments/Exhibits

RESOLUTION AR-2018-08

REGARDING FOURTH QUARTER BUDGET ADJUSTMENT
FOR FISCAL YEAR 2017

WHEREAS, the City Council approved a budget for fiscal year 2017 for the City of Gainesville on June 21, 2016; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the adjustments to the budget listed on "Attachment A" and "Attachment B", attached hereto and made a part of the Resolution.

Adopted this _____ day of __________________, 2018.

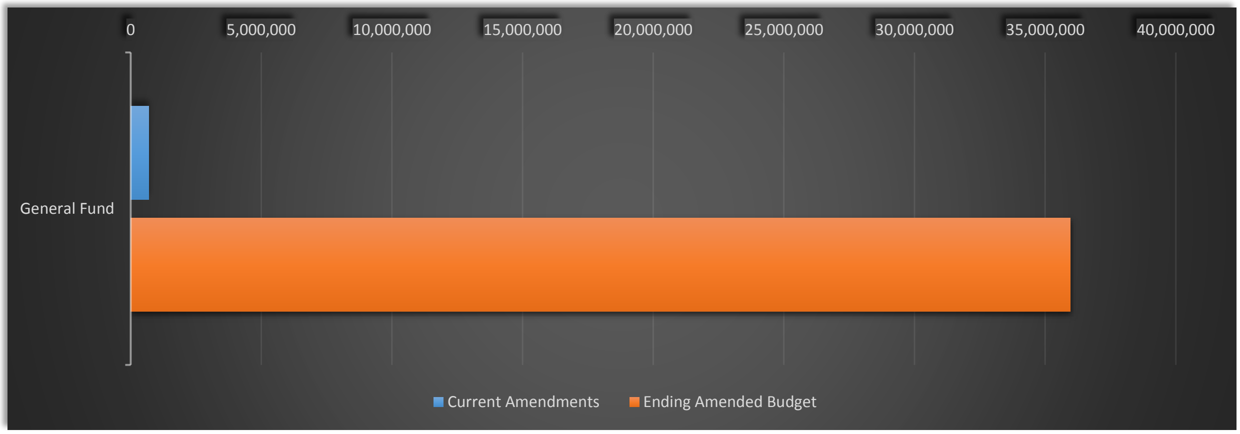
____
C. Danny Dunagan, Jr., Mayor

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.

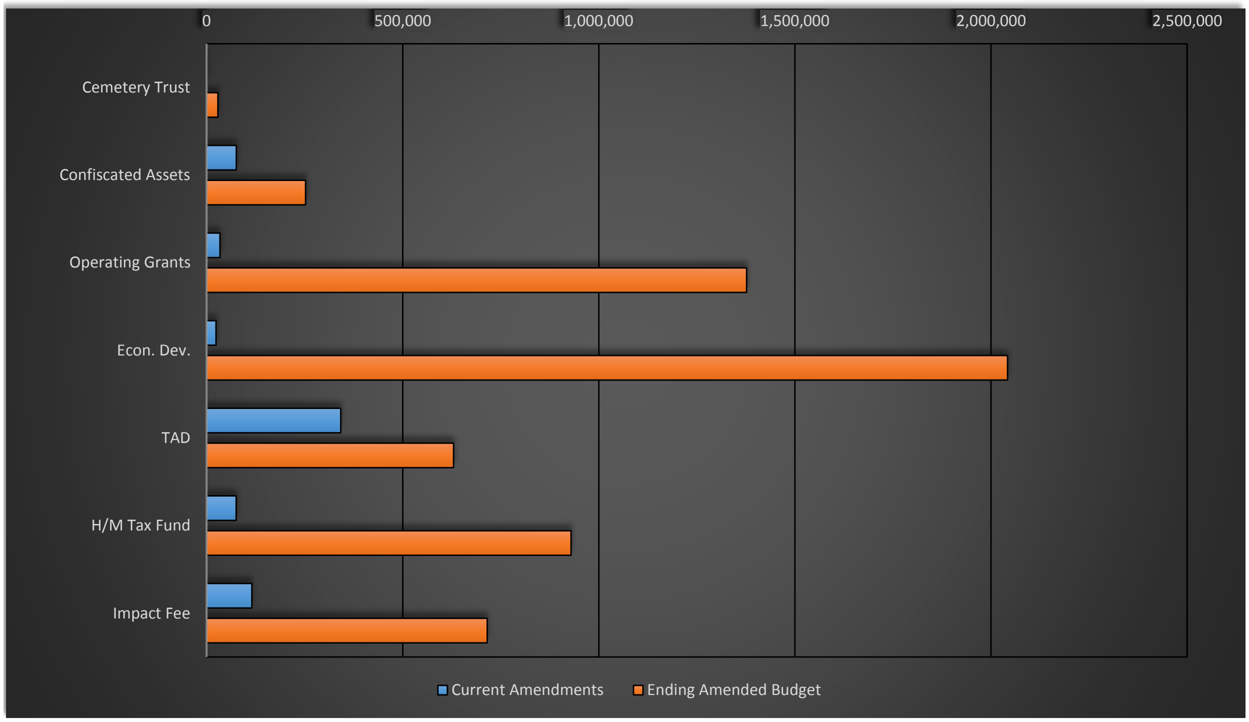
ATTEST:

____
Denise O. Jordan, City Clerk

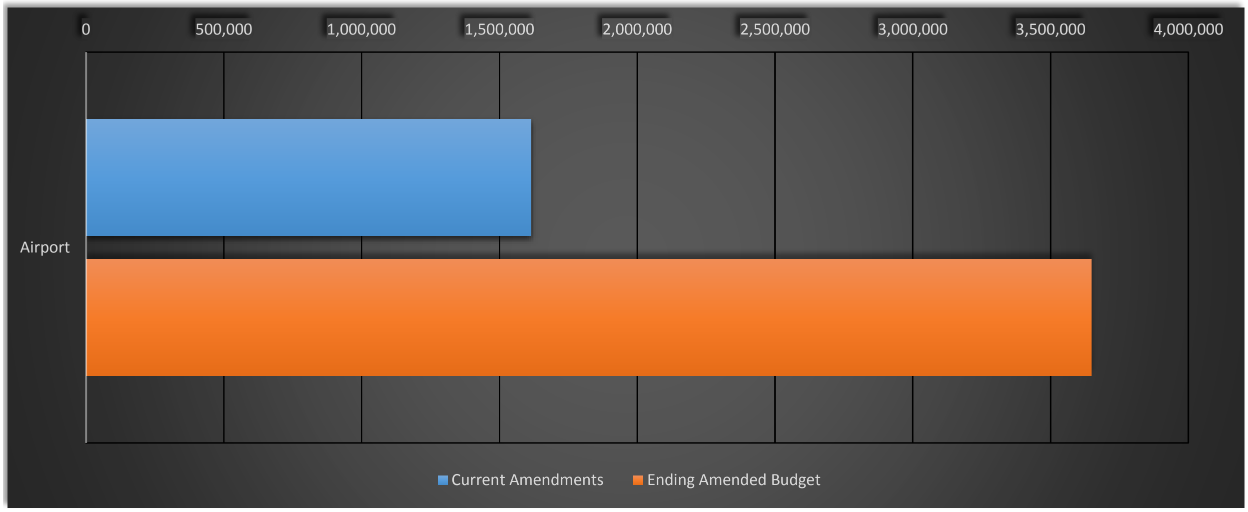
General Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
General Fund	35,281,817	685,984	35,967,801
Grand Total	**35,281,817**	**685,984**	**35,967,801**

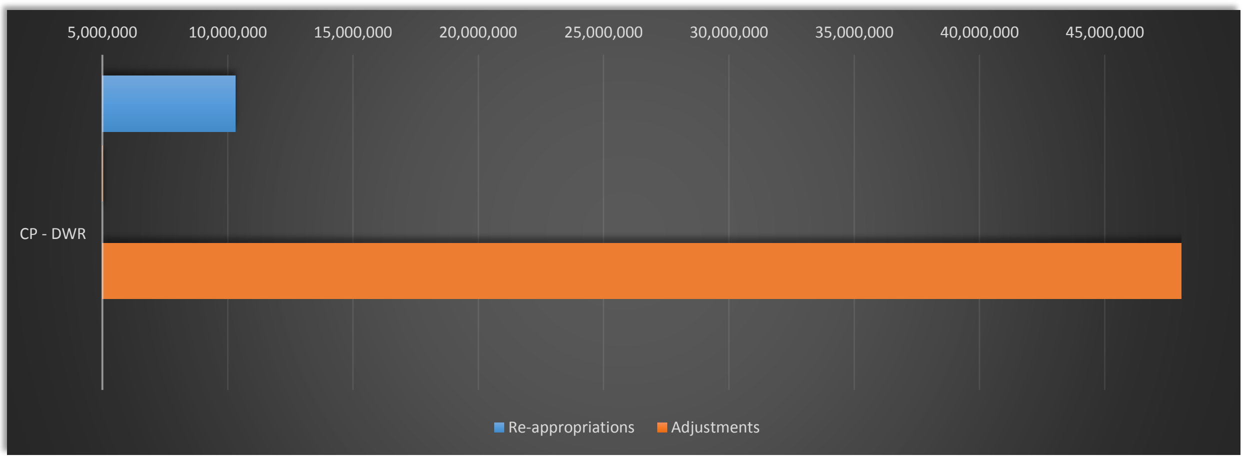


Special Revenue Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CSC	3,176,095	0	3,176,095
Cemetery Trust	28,700	130	28,830
Confiscated Assets	176,556	75,792	252,348
Operating Grants	1,342,647	34,108	1,376,755
HUD Grants	989,566	0	989,566
HUD Rev. Loan	85,560	0	85,560
Econ. Dev.	2,018,100	24,000	2,042,100
TV-18	336,912	0	336,912
TAD	287,586	342,095	629,681
H/M Tax Fund	853,800	75,435	929,235
Impact Fee	600,000	115,461	715,461
Info. Tech. Fund	93,450	0	93,450
Grand Total	**9,988,972**	**667,021**	**10,655,993**

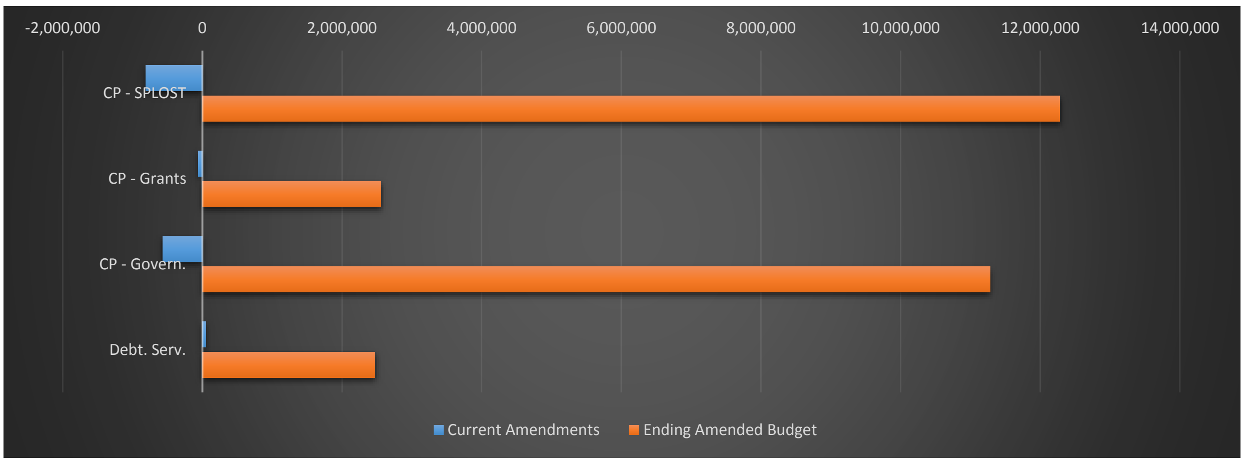


Enterprise Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
DWR	68,397,181	0	68,397,181
CP - DWR	48,437,769	10,303,133	58,740,902
Solid Waste	2,501,481	0	2,501,481
Airport	2,032,840	1,615,106	3,647,946
Golf	1,392,867	0	1,392,867
Grand Total	**122,762,138**	**11,918,239**	**134,680,377**

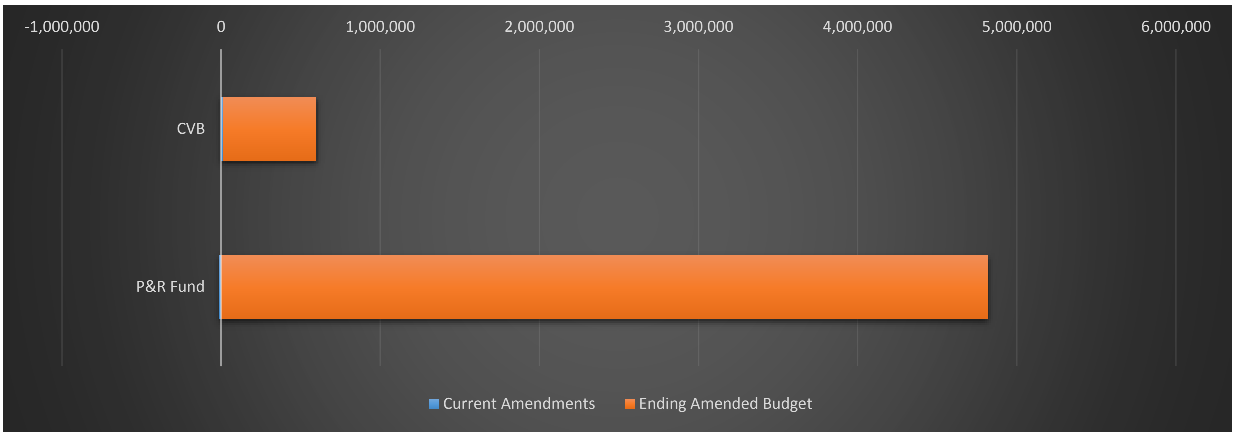




Capital and Debt Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CP - SPLOST	13,088,379	-806,965	12,281,414
CP - Grants	2,614,055	-55,000	2,559,055
CP - Govern.	11,847,431	-566,473	11,280,958
Debt. Serv.	2,426,334	47,896	2,474,230
Grand Total	**29,976,199**	**-1,380,542**	**28,595,657**



Component Unit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CVB	575,173	11,000	586,173
P&R Fund	4,828,038	-11,793	4,816,245
CP - P&R	452,458	0	452,458
Grand Total	**5,403,211**	**-793**	**5,402,418**



Non-Profit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Non-Profit	674,615	0	674,615
Grand Total	**674,615**	**0**	**674,615**

Internal Service Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Gen. Insurance	1,911,300	0	1,911,300
Employee Ben.	9,687,835	0	9,687,835
Veh. Serv.	2,346,629	0	2,346,629
Grand Total	**13,945,764**	**0**	**13,945,764**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $685,984 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is as follows:

- Sale of Community Way $705,000
- Bond issue cost reduction $19,016

Other notable adjustments, which did not affect the total budget, but represent transfers within department accounts or from one department to another are as follows:

- Cover budget overages for wellness incentives in Full-Time Salaries for the City Manager's Office.
- Budget adjustments with IT department set-up.
- PW-Engineering Over-Time pay account to cover other account expenses.
- Increased uniform budget in Police for 2016 BVP Grants.
- Transfer from Police to Code Enforcement and Planning and Zoning for budget overages.
- Transfer from Personal Services accounts to Supplies accounts for Dawsonville Highway equipment improvements in the Traffic division.
- Cemetery Personal Services uniform account decreased for budget overages in other Cemetery accounts.
- An increase in Code Enforcement's budget from Inspections.

SPECIAL REVENUE FUNDS

CEMETERY TRUST FUND

The Cemetery Trust fund recognized a total increase of $130 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is an adjustment due to budget overages.

CONFISCATED ASSETS FUND

The Confiscated Assets fund recognized a total increase of $75,792 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is to recognize additional revenue received.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GAINESVILLE CVB

The Gainesville CVB fund recognized a total increase of $11,000 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is for the purchase of Parklets.

ECONOMIC DEVELOPMENT

The Economic Development fund recognized a total increase of $24,000 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is to cover closing costs and consulting fees.

NON-PROFIT HOUSING

The Non-Profit fund had adjustments which did not affect the total budget, but represent transfers within department accounts or from one department to another are as follows for the fourth quarter of fiscal year 2017:

- Adjustments between accounts to reconcile balances. These adjustments included $875 from personnel service accounts.

SOLID WASTE FUND

The Solid Waste fund had adjustments which did not affect the total budget, but represent transfers within department accounts or from one department to another are as follows for the fourth quarter of fiscal year 2017:

- Adjustments between accounts to cover estimated overages. These adjustments included $2,000 from personnel service accounts.

GRANTS FUND

The Grants fund recognized a total increase of $34,108 during the fourth quarter of fiscal year 2017. The adjustments associated with this increase are as follows:

- Establishment of 2016 BVP Grant
- FY2017 Hurricane Matthew Budget

TAX ALLOCATION DISTRICT FUND

The Tax Allocation District fund recognized a total increase of $342,095 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is as follows:

- BR-2017-13- TAD Project Enclave $300,000

- BR-2016-54- Whitmire Building adjustment $42,095

HOTEL/MOTEL TAX FUND

The Hotel/Motel Tax fund recognized a total increase of $75,435 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is to cover budget overages.

IMPACT FEE FUND

The Impact Fee fund recognized a total increase of $115,461 during the fourth quarter of fiscal year 2017. The adjustment associated with this increase is as follows:

- AR-2015-05- Establish Budget for PD Simulator Building $90,000
- To cover budget overages $25,461

DEBT SERVICE FUND

The Debt Service fund recognized a total increase of $47,896 during the fourth quarter of fiscal year 2017. The adjustments associated with this increase is as follows:

- Bond Issue Cost Reallocation in the amount of $19,016
- Budget Overages in the amount of $28,880

ENTERPRISE FUNDS

AIRPORT FUND

The Airport fund recognized a total increase of $1,615,106 during the fourth quarter of FY2017. The adjustment associated with PR2017-10, establishment of Runway Improvements – Safety Area Improvements.

CAPITAL AND DEBT FUNDS

DWR CAPITAL PROJECTS FUND

The Department of Water Resources Capital Project fund recognized a total increase of $10,303,133 during the fourth quarter of FY2017. The adjustment associated with this increase is as follows:

- Establishment of PR-2017-09 Project $1,173,353
- Establishment of PR-2017-12 Project $3,025,815
- Establishment of PR-2017-18 Project $523,500

- Establishment of PR-2017-14 Project $4,125,000
- Establishment of PR-2017-15 Project $1,380,000
- General Ledger reduction due to conversion error in the amount of $75,465

GENERAL GOVERNMENT CAPITAL PROJECTS FUND

The General Government Capital Projects fund recognized a total decrease of $566,473 during the fourth quarter of FY2017. The adjustments associated with this as follows:

- Reduced Project #91035 to actual contract amount-reduction in the amount of $670,525.
- Establishment of AR-2015-05 for PD Simulator Building in the amount of $90,000.
- Private Contribution for Veterans Arch-City Signage Project in the amount of $14,052.

SPLOST CAPITAL PROJECTS FUND

The SPLOST Capital Project fund recognized a total decrease of $806,965 during the fourth quarter of FY2017. The adjustments associated with this decrease are as follows:

- Budget were established in error in the amount of $806,965

GRANTS CAPITAL PROJECTS FUND

The Grants Capital Project fund recognized a total decrease of $55,000 during the fourth quarter of FY2017. The adjustments associated with this decrease are due to the revenue budget being overstated.

COMPONENT UNIT

PARKS AND RECREATION FUND

The Parks and Recreation fund recognized a total decrease of $11,793 during the fourth quarter of FY2017. The adjustment associated with the decrease are end of year adjustments.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/30/2018

Presenter: Bryan Lackey

Item of Business: AR-2018-09 Second Quarter Budget Adjustment for Fiscal Year 2018

Meeting Date: 4/17/2018

Purpose of Request:

This request is to approve the budget adjustments associated with the second quarter of fiscal year 2018.

History/Background:

The City of Gainesville Code states in part:
Sec. 2-3-87 - Budget amendments
(a) General amendment. The council may amend the budget as deemed necessary or advantageous during the fiscal year, provided additional revenues or funding sources are identified for any net increase in expenditure. Following the end of each fiscal year quarter, any approved adjustments, including budgets for any projects authorized during the quarter shall be enacted through a budget adjustment resolution upon favorable vote of the city council. The supplemental budget resolutions shall be balanced for each and every fund that is amended.

Facts & Issues for Consideration:

Department Recommendation:

Financial Services recommends the approval of the second quarter budget adjustment for fiscal year 2018.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2018-09 Second Quarter Budget Adjustment for Fiscal Year 2018	Resolution
Attachment A- Charts for 2nd Qtr BA for FY2018	Attachments/Exhibits
Attachment B- Description of 2nd Qtr BA for FY2018	Attachments/Exhibits

RESOLUTION AR-2018-09

REGARDING SECOND QUARTER BUDGET ADJUSTMENT
FOR FISCAL YEAR 2018

WHEREAS, the City Council approved a budget for fiscal year 2018 for the City of Gainesville on June 20, 2017; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

Adopted this _____ day of __________________, 2018.

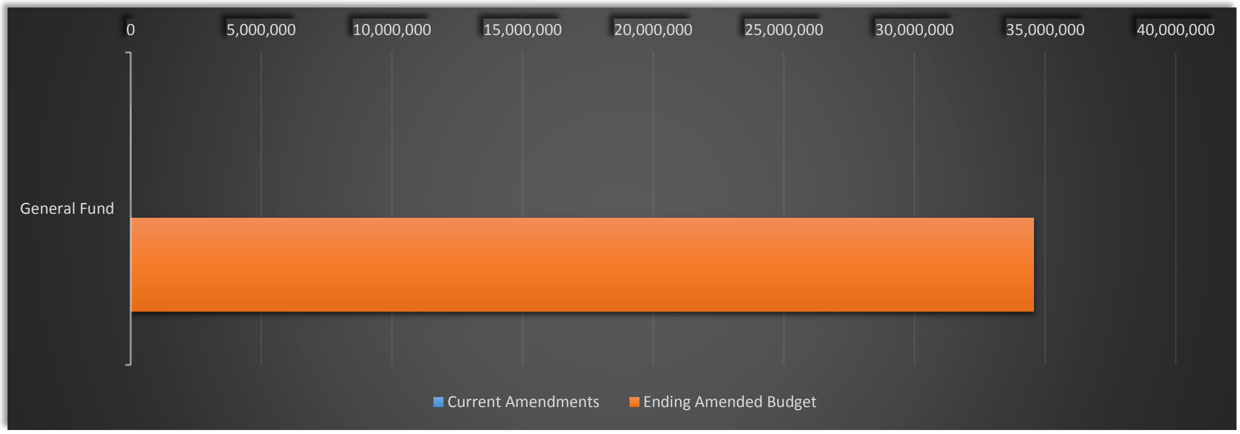
____
C. Danny Dunagan, Jr., Mayor

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.

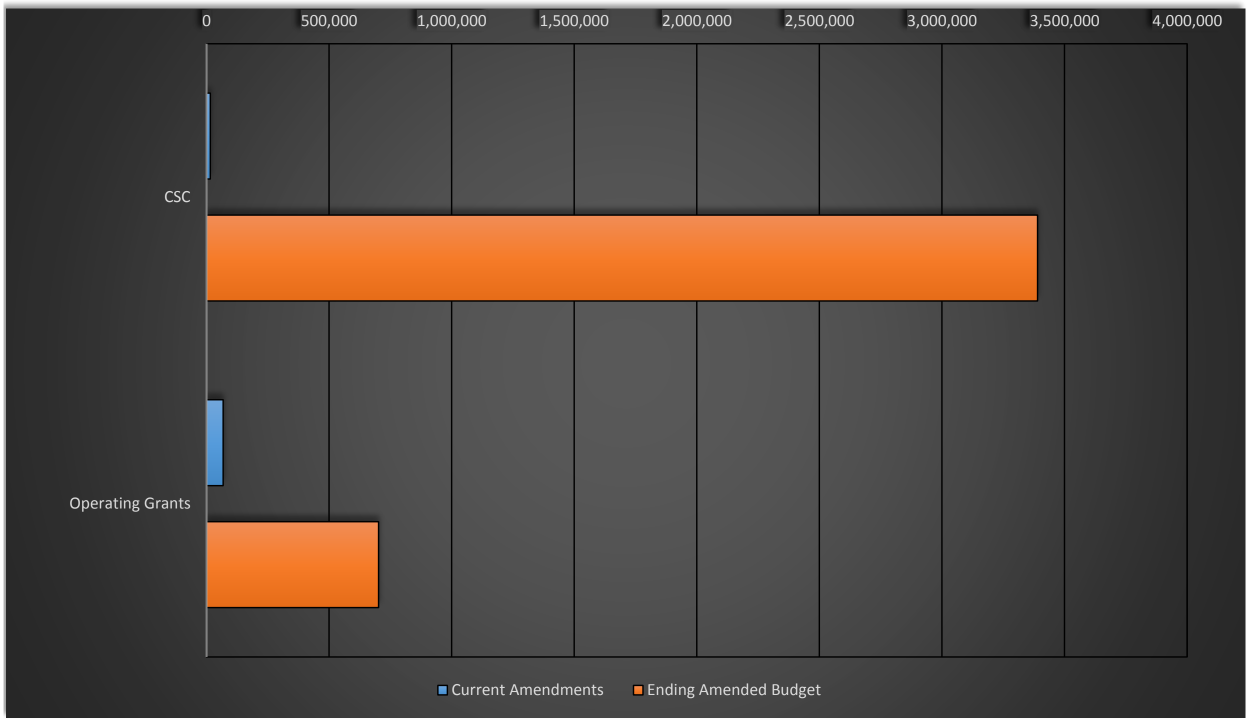
ATTEST:

____
Denise O. Jordan, City Clerk

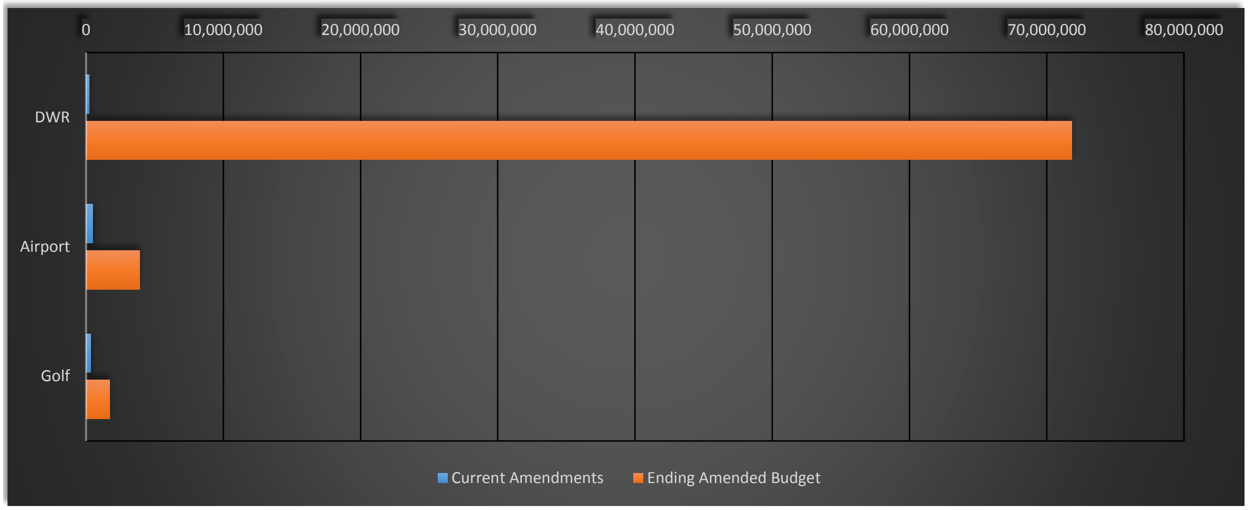
General Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
General Fund	34,554,490	5,155	34,559,645
Grand Total	**34,554,490**	**5,155**	**34,559,645**

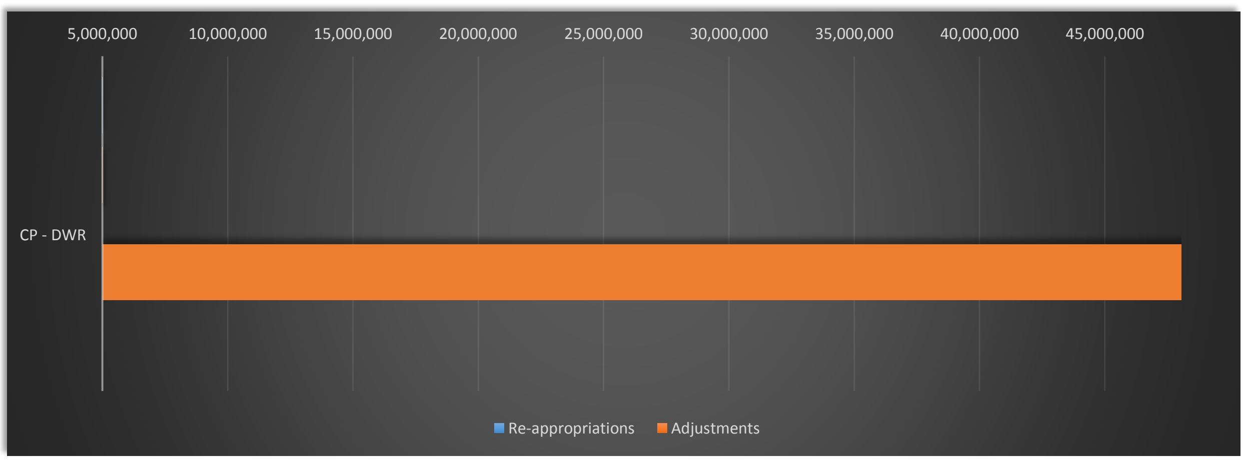


Special Revenue Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CSC	3,374,672	15,135	3,389,807
Cemetery Trust	50,000	0	50,000
Confiscated Assets	194,830	0	194,830
Operating Grants	634,045	67,500	701,545
HUD Grants	888,407	0	888,407
HUD Rev. Loan	0	0	0
Econ. Dev.	112,048	0	112,048
TV-18	251,556	0	251,556
TAD	430,882	0	430,882
H/M Tax Fund	853,800	0	853,800
Impact Fee	700,000	0	700,000
Info. Tech. Fund	196,750	0	196,750
Grand Total	**7,686,990**	**82,635**	**7,769,625**

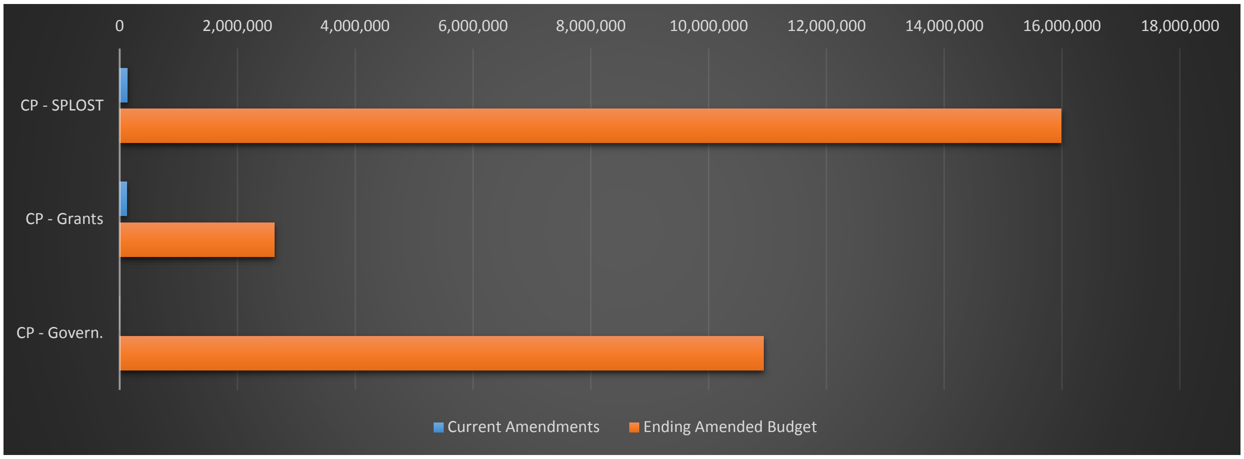


Enterprise Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
DWR	71,587,186	228,000	71,815,186
CP - DWR	70,500,437	110,000	70,610,437
Solid Waste	2,658,000	0	2,658,000
Airport	3,400,054	500,000	3,900,054
Golf	1,357,297	354,000	1,711,297
Grand Total	**149,502,974**	**1,192,000**	**150,694,974**

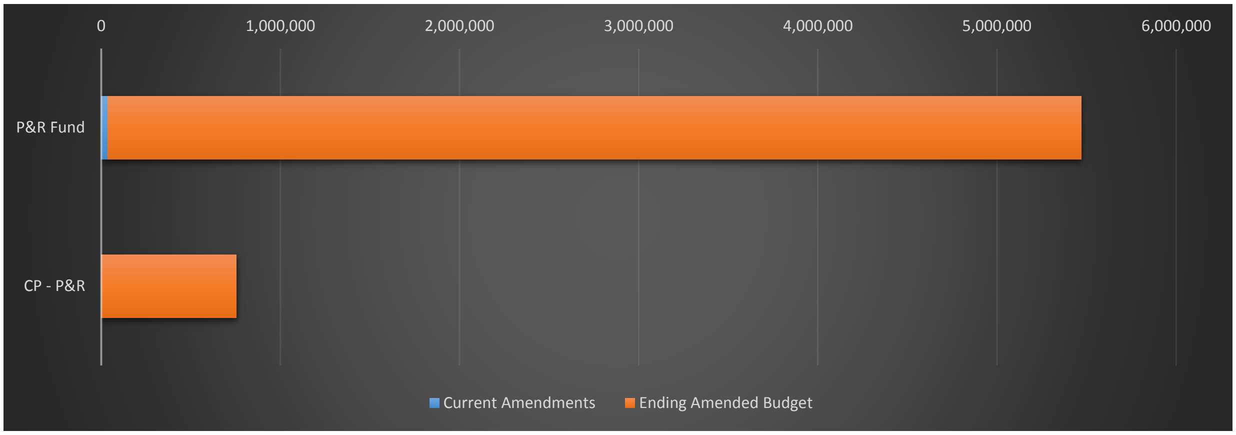




Capital and Debt Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CP - SPLOST	15,855,054	132,119	15,987,173
CP - Grants	2,506,811	116,984	2,623,795
CP - Govern.	10,929,783	919	10,930,702
Debt. Serv.	2,701,683	0	2,701,683
Grand Total	**31,993,331**	**250,022**	**32,243,353**



Component Unit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CVB	593,138	0	593,138
P&R Fund	5,398,522	35,472	5,433,994
CP - P&R	755,000	0	755,000
Grand Total	**5,991,660**	**35,472**	**6,027,132**



Non-Profit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Non-Profit	214,567.00	0	214,567
Grand Total	**214,567**	**0**	**214,567**

Internal Service Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Gen. Insurance	1,815,169	0	1,815,169
Employee Ben.	9,977,189	0	9,977,189
Veh. Serv.	2,427,086	0	2,427,086
Grand Total	**14,219,444**	**0**	**14,219,444**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $5,155 during the second quarter of fiscal year 2018. The adjustment associated with this increase is as follows:

- Qualifying Fees- per OCGA 21-2-131 (c) (5), qualifying fees shall be applied toward the cost of holding an election. This adjustment is to recognize the Qualifying Fees.

Other notable adjustments, which did not affect the total budget, but represent transfers within department accounts or from one department to another are as follows:

- AR-2018-11 Transfer from General Fund Contingency to the Police Department's General Repairs and Maintenance account for the repair of the HVAC system.

SPECIAL REVENUE FUNDS

COMMUNITY SERVICE CENTER FUND

The Community Service Center fund recognized a total increase of $15,135 during the second quarter of fiscal year 2018. The adjustment associated with this increase is a donation in the amount stated above.

GRANTS FUND

The Grants fund recognized a total increase of $67,500 during the second quarter of fiscal year 2018. The adjustments associated with this increase are as follows:

- Establishment of GEMA/GSAR SHO17-018 grant of $64,000
- Establishment of GEMA/GSAR SHO17-026 grant of $3,500

ENTERPRISE FUNDS

AIRPORT FUND

The Airport fund recognized a total increase of $500,000 during the second quarter of FY2018. The adjustment associated with PR17-07, establishment of Terminal Building Renovation Project.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

DWR FUND

The Department of Water Resources fund recognized a total increase of $228,000 during the second quarter of FY2018. The adjustment associated with this increase is as follows:

- Stormwater Division Funding Correction in the amount of $203,000.
- Reimbursement of expenses from GEFA grant in the amount of $25,000.

CHATTAHOOCHEE GOLF COURSE FUND

The Chattahoochee Golf Course fund recognized a total increase of $354,000 during the second quarter of FY2018. The adjustment is associated with the sale of lots on Club Drive and the establishment of the Golf Course Clubhouse Renovation project.

CAPITAL AND DEBT FUNDS

DWR CAPITAL PROJECTS FUND

The Department of Water Resources Capital Project fund recognized a total increase of $110,000 during the second quarter of FY2018. The adjustment associated with this increase is as follows:

- PR17-34- FY18 Water Main Improvements Project in the amount of $110,000.

GENERAL GOVERNMENT CAPITAL PROJECTS FUND

The General Government Capital Projects fund recognized a total increase of $919 during the second quarter of FY2018. The adjustment associated with this increase is due to a transfer from the General Fund to cover the purchase of equipment for project #92056 (Engine 23-Fire).

SPLOST CAPITAL PROJECTS FUND

The SPLOST Capital Project fund recognized a total increase of $132,119 during the second quarter of FY2018. The adjustments associated with this increase are as follows:

- Transfer from Capital Grants fund 340 to 320 SPLOST Capital Projects fund for additional LMIG revenues in the amount of $116,984
- Transfer from CSC for Senior Center construction costs in the amount of $15,135

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GRANTS CAPITAL PROJECTS FUND

The Grants Capital Project fund recognized a total increase of $116,984 during the second quarter of FY2018. The adjustments associated with this increase are as follows:

- Recognize additional LMIG revenues in the amount of $116,984.

COMPONENT UNIT

PARKS AND RECREATION FUND

The Parks and Recreation fund recognized a total increase of $35,472 during the second quarter of FY2018. The adjustments associated with this increase are as follows:

- Allen Waters Charitable Fund grant in the amount of $15,000 for Wilshire Trails.
- PR-17-03- City Park Access Road paving in the amount of $20,472

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/9/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-18 PNC Equipment Finance, LLC Master Lease Purchase Agreement

Meeting Date: 4/17/2018

Purpose of Request:

To begin the process of purchasing a Pierce Tiller truck for the Gainesville Fire Department. Due to the amount of funding that is required, along with the useful life of the equipment, entering into a master lease purchase agreement would allow for other capital projects to be purchased in conjunction with the tiller truck.

History/Background:

The tiller truck being replaced was purchased in 1995. Age and continued wear and tear continues to increase maintenance and repair costs. Approximately 40% of the replacement parts are currently unavailable or discontinued.

Facts & Issues for Consideration:

The Master Lease Purchase Agreement is for five years with an interest rate of 3.43% beginning on the effective date of the lease. After the prepay discounts of $66,798.07 are applied, the amount to be financed is $1,268,592.93.

Department Recommendation:

Financial Services recommends the City of Gainesville enter into a five year master lease purchase agreement with PNC Equipment Finance, LLC.

Department Director:

Jeremy Perry

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

Amount Requested:	**Source of Funds**:
Estimated $1,414,054.40 Principal and Interest / $282,810.88 Annually	Contingency in FY2018 Budget - Estimated first payment FY2020

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

BR-2018-18 Master Lease Purchase Agreement with PNC Equipment Finance, LLC	Resolution
PNC Equipment Master Lease Purchase Agreement	Contract/Agreement/MOU
Certificate of Incumbency	Cover Memo
Three Party Agreement	Cover Memo
Equipment - Pierce Tiller Truck	Powerpoint Presentation

RESOLUTION BR-2018-18

PNC Equipment Finance, LLC – Master Lease Purchase Agreement

WHEREAS, the City of Gainesville ("Municipality/Lessee") enters into a Master Lease Purchase Agreement with PNC Equipment Finance, LLC for a principal amount not exceeding $1,400,000; and

WHEREAS, the Municipality is a political subdivision of the State in which the Municipality is located ("State") and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one Master Lease Purchase Agreement ("Lease") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Lease is appropriate and necessary to the functions and operations of the Municipality; and

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Lease.

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Body of the Municipality:
Section 1. Either one of the Mayor OR City Manager (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one Lease in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Lease is hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Lease on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Lease shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Lease shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Lease shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to the Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

Adopted this _____ day of ___________, 2018.

____

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

MASTER LEASE – PURCHASE AGREEMENT

Dated as of April 17, 2018

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Gainesville

1. **LEASE OF EQUIPMENT**. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM**. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS**.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS**.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable

Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS**.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. **The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease

Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST**.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY**. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION**. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION**. Equipment will not be removed from any fire station maintained and operated by the City of Gainesville, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES**.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. **INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION**. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent

Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES**. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS**. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. **ASSIGNMENT**.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT**. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES**. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT**. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) within the state of Georgia selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").**

23. **NOTICES**. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. **FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY**. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's

request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE**.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26**. USA PATRIOT ACT NOTICE.**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. **SECTION HEADINGS**. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. **EXECUTION IN COUNTERPARTS**. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS**. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. **HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION**.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. **IMPORTANT INFORMATION ABOUT PHONE CALLS**. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Gainesville
("Lessee")

By:____________________________________

Title:___________________________________

300 Henry Ward Way
Gainesville, GA 30503

PNC Equipment Finance, LLC
("Lessor")

By:____________________________________

Title____________________________________

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

STATE OF GEORGIA ADDENDUM*
TO

LEASE SCHEDULE NO. 213259000 DATED AS OF APRIL 17, 2018

TO

MASTER LEASE PURCHASE AGREEMENT DATED AS OF APRIL 17, 2018

LESSEE:	LESSOR:
CITY OF GAINESVILLE 300 Henry Ward Way Gainesville, GA 3053	PNC Equipment Finance, LLC 155 East Broad Street, Locator B4-B230-05-7 Columbus, OH 43215

For and in consideration of the mutual promises and agreements contained in the Lease to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease Schedule to the Master Equipment Lease-Purchase Agreement described above (collectively, the *"Lease"*).

2. Amendment to Section 3 of the Master Lease. Section 3 of the Master Lease is hereby deleted and replaced with the following:

> 3. LEASE TERM.
>
> The term of each Lease (*"Lease Term"*) commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, in accordance with applicable Georgia law, the initial term shall continue in effect until midnight on December 31 of the calendar year in which such Lease was executed. The Lease Term under each Lease shall automatically renew for each succeeding calendar year for the remaining period of the stated Lease Term unless Lessee gives notice to Lessor by December 1 of a calendar year stating Lessee's intention not to renew such Lease for the period after December 31 of such calendar year. If Lessee delivers such notice of nonrenewal of the Lease Term under a Lease, such Lease shall terminate absolutely and without further obligation on the part of Lessee, including any obligation to pay Rent Payments for the period after termination, at the end of such calendar year. In the event that Lessee's governing body does not approve an appropriation of funds at any

* For use with Georgia counties, municipalities and county, independent or area school systems, but not the State of Georgia or any of its agencies or institutions.

time during the Lease Term under a Lease for the payment of Rent Payments and other amounts (if any) due and to become due for the succeeding fiscal year during the Lease Term for the Equipment subject to the related Lease, Lessee shall have the right to return such Equipment in accordance with Section 21 of the Master Lease (as incorporated by reference into the related Lease) and terminate such Lease on the last day of the fiscal year for which sufficient appropriations were received without penalty or expense to Lessee, except as to the portion of Rent Payments for which funds shall have been appropriated and budgeted. At least 15 days prior to the end of Lessee's fiscal year in which Lessee's governing body shall not have approved an appropriation of funds for the succeeding fiscal year, Lessee's chief finance or budgetary official shall certify in writing to Lessor that funds have not been appropriated for the succeeding fiscal year.

3. Amendment to Section 8 of the Master Lease. If Lessee is a county or municipality, Section 8 of the Master Lease is hereby deleted and replaced with the following:

8. TITLE; SECURITY INTEREST.

8.1. During the term of each Lease, title to the Equipment identified therein shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (a) the day after the last scheduled Rent Payment under such Lease is paid in full or (b) the day after the Termination Value under such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

8.2. Upon the first to occur of (a) the termination of the Lease Term under a Lease pursuant to Section 3 of the Master Lease (as incorporated by reference into such Lease) prior to the full stated Lease Term under such Lease or (b) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein, in which event Lessee shall return such Equipment in accordance with Section 21 of the Master Lease.

4. Certificate of Compliance with Georgia Law. Lessee hereby agrees to complete, execute and deliver to Lessor with respect to each Lease, on the date of its execution and delivery, a Certificate of Compliance with Georgia Law in substantially the form attached to this Addendum as *Attachment 1*.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Addendum to be duly executed and delivered on this __ day of __________, 2015.

LESSEE: CITY OF GAINESVILLE	LESSOR: PNC EQUIPMENT FINANCE, LLC
By:____________________________ Printed Name: ___________________ Title: __________________________	By:____________________________ Printed Name: ___________________ Title: __________________________

ATTACHMENT 1 TO
STATE OF GEORGIA ADDENDUM

CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW

LESSEE: <u>CITY OF POOLER</u>

LEASE SCHEDULE NO. 192244000 DATED AS OF AUGUST 14, 2015

TO

MASTER LEASE-PURCHASE AGREEMENT DATED AS OF AUGUST 14, 2015

THE UNDERSIGNED HEREBY CERTIFIES AND REPRESENTS FOR AND ON BEHALF OF LESSEE (please check the appropriate box) THAT:

☐ *if Lessee is a county or municipality under the laws of the State of Georgia*: (a) the sum of (i) the aggregate principal component of Rent Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution of the State of Georgia Addendum to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease to which this Certificate relates is the sum of the Rent Payments that are payable during each such calendar year as shown on the Payment Schedule attached to such Lease; or

☐ *if Lessee is a county, independent or area school system under the laws of the State of Georgia*: (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; (b) the Lease to which this Certificate relates is not being entered into within four calendar years immediately following an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by Lessee's electors; (c) if the Lease to which this Certificate relates constitutes a "guaranteed energy savings contract" (within the meaning of Section 20-2-506(a)(2) of the Official Code of Georgia Annotated), Lessee has documented the historical energy cost of each structure affected for a period of at least one year prior to the date of such Lease and shall document the monthly energy cost and monthly energy savings of each affected structure for the Lease Term under such Lease; (d) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease to which this Certificate relates is the sum of the Rent Payments that are payable during each such calendar year as shown on the Payment Schedule attached to such Lease; and (e) the Lease to which this Certificate relates complies and will comply with the applicable provisions of the Official Code of Georgia Annotated, and regulations thereunder, relating to state allocated capital outlay funds and entitlements.

DATED this ___ day of _____________, _______.

AUTHORIZED SIGNATURE: X ________________________________

PRINTED NAME: X ________________________________

TITLE: X ________________________________

LEASE SCHEDULE NO. 213259000

Dated As Of April 17, 2018

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated April 17, 2018

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Gainesville ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By:______________________________	By:______________________________
Title:_____________________________	Title:____________________

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

Any fire station maintained and operated by the City of Gainesville

Hall County

2019 Pierce Tiller

VIN #

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: April 17, 2018

(b) Amount Financed:

i.	Equipment Purchase Price	$1,335,391.00
ii.	Purchase Price Deduction	$0.00
	Prepay Discounts	$66,798.07
	Trade In	$0.00
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	$1,268,592.93

(c) Payment Schedule:

Accrual Date: April 17, 2018

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	7/17/2019	282,810.88	54,733.22	228,077.66	1,071,730.73
2	7/17/2020	282,810.88	35,689.67	247,121.21	817,195.88
3	7/17/2021	282,810.88	27,213.42	255,597.46	553,930.50
4	7/17/2022	282,810.88	18,446.42	264,364.46	281,635.10
5	7/17/2023	282,810.88	9,378.74	273,432.14	1.00

City of Gainesville
("Lessee")

By:________________________________

Title:______________________________

PNC Equipment Finance, LLC
("Lessor")

By:________________________________

Title:______________________________

VEHICLE SCHEDULE ADDENDUM

Dated As Of April 17, 2018

Lease Schedule No. 213259000 Dated April 17, 2018

Lessee: City of Gainesville

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than $1,000,000.00 per person insured and $2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Gainesville ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By:____________________	By:____________________
Title:____________________	Title:____________________

CERTIFICATE OF INCUMBENCY

Lessee: City of Gainesville

Lease Schedule No.: 213259000 Dated: April 17, 2018

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
______________________	______________________	______________________
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

______________________________________ [SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: ______________________________

Official Title: ______________________________

Date: ______________________________

THREE PARTY AGREEMENT

Dated as of April 17, 2018

"Lessee" means City of Gainesville

"Schedule" means Lease Schedule No. 213259000 Dated April 17, 2018, together with its Schedule A-1.

Reference is made to the Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached therein ("Equipment") to be supplied by Pierce Manufacturing Inc. ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	$1,335,391.00
Vendor Discounts:	$66,798.07
Advance Payment Date:	April 17, 2018

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	$0.00
Trade In:	$0.00
Amount Financed:	$1,268,592.93

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: July 17, 2019

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: September 17, 2019

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

(a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
(b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the lessee and accepted by the Supplier. The "Contract Date" referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

City of Gainesville ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________

Pierce Manufacturing Inc.
("Supplier")

By: ______________________

Title: ______________________


GAINESVILLE FIRE-RESCUE


WISCONSIN

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/29/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-19 Write-off of Delinquent Personal Property Tax

Meeting Date: 4/17/2018

Purpose of Request:

To write off outstanding delinquent personal property taxes billed in 2011.

History/Background:

City Auditors have recommended that the City periodically write off receivable balances. The Tax Office has general policies and procedures for collecting delinquent personal property taxes.

Facts & Issues for Consideration:

The accounts that we are requesting be written off are listed on Attachment A. This list consists of businesses that have either closed or cannot be located, and the statute of limitations on FIFA's that were filed on these accounts have expired. Of the $68,448.15 total listed on Attachment A, $39,077.95 is billed tax, comprised of $27,666.22 in school tax and $11,411.73 in City tax. The remaining $29,370.20 outstanding consists of uncollected penalty, interest and FIFA fees.

Department Recommendation:

We recommend that Council approve the attached resolution for the write off of the 2011 delinquent personal property taxes.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2018-19 Write-off of Delinquent Personal Property Tax	Resolution
Attachment A - Write-off of 2011 Personal Property Tax Listing	Attachments/Exhibits
Personal Property Tax Collection Procedures	Backup Material

RESOLUTION BR-2018-19

Write-off of Delinquent Personal Property Tax

WHEREAS, the City of Gainesville Tax Office actively and extensively pursues the collection of delinquent personal property tax; and

WHEREAS, the attached list of accounts due from tax year 2011 has been deemed uncollectible by further efforts of the Tax Office; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Tax Office staff to write off the attached list (Attachment A) of delinquent personal property tax accounts.

Adopted this _____ day of __________________, 2018.

____
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

Attachment A

Write-Off of 2011 Personal Property Tax Listing

Name	Princ	Interest	Penalty	FiFa	Payment	Balance
A & A SERVICES	1,237.20	777.85	123.72	0.00	0.00	2,138.77
A C EMERGENCY EQUIPMENT C/O VAUGHN CHRISTOPHER	515.50	339.66	51.55	12.00	0.00	918.71
ADVANCED LIFE CONCEPTS	103.10	67.90	10.31	12.00	0.00	193.31
AHEMD MD PC KALEEM	78.45	51.56	7.85	12.00	0.00	149.86
ANGEL DE BEBE	643.26	423.70	64.33	12.00	0.00	1,143.29
APOLLO CONVERTING LLC	235.34	154.90	23.53	12.00	0.00	425.77
AUTO BODY COLORS	117.67	77.58	11.77	12.00	0.00	219.02
AZTECA VIDEO MUSIC	278.37	183.38	27.84	12.00	0.00	501.59
BAYOU SEAFOOD CHICKEN & STEAKS	82.48	54.24	8.25	12.00	0.00	156.97
BLUMS	85.29	56.12	8.53	12.00	0.00	161.94
BRAKE O #101 CARPRO SER CTRS INC	218.51	144.03	21.85	12.00	0.00	396.39
BROWN ARTHUR P DMD	177.83	117.15	17.78	12.00	0.00	324.76
BUENO BONITO BARATO	226.36	149.02	22.64	12.00	0.00	410.02
BURGESS DON LLC	1,052.34	693.19	105.23	12.00	0.00	1,862.76
C & W ICE LLC	141.20	92.89	14.12	12.00	0.00	260.21
C D G ADVERTISING INC	257.75	169.86	25.78	12.00	0.00	465.39
C R M FABRICATION & REPAIR INC ATT: CHRISTOPHER MILLIGAN	395.07	262.02	39.51	12.00	7.45	701.15
CENTRO INTERNATIONAL MEDICO FAMILIA	87.55	57.70	8.76	12.00	0.00	166.01
CLAY RIDGE COPY & PRINT	91.34	60.04	9.13	12.00	0.00	172.51
D & K MINIMART INC C/O ANNIE FAVORS	180.44	118.75	18.04	12.00	0.00	329.23
DENNIS THE JEWELER HOPMAN DENNIS	1,134.10	704.52	113.41	12.00	1,550.00	414.03
DEPORTES ARON ALFARANON RAMOS MARTIN	186.52	122.97	18.65	12.00	0.00	340.14
DOMESTIC DESIGN & CONSULTG LLC	78.45	51.56	7.85	12.00	0.00	149.86
DOMINGO I N M ENTERPRISE INC	160.45	105.59	16.05	12.00	0.00	294.09
DRIP FREE PLUMBING INC SCOTT BROWN	109.50	72.74	10.95	12.00	0.00	205.19
E Z BUY BP STATION S & H PETROLEUM LLC	700.19	461.23	70.02	12.00	0.00	1,243.44
EARTHWORKS GRADING & CONTR INC	152.64	100.64	15.26	12.00	0.00	280.54
EASY WAY OUT	165.99	109.32	16.60	12.00	0.00	303.91
EL TORREON	237.13	156.11	23.71	12.00	0.00	428.95
EL ZACATECAZ	343.32	226.11	34.33	12.00	0.00	615.76
FAIRMONT AVIATION INC	3,286.70	2,165.17	328.67	12.00	0.00	5,792.54
FAT JOES FAMOUS PHILLYS & WINGS	81.89	53.93	8.19	12.00	0.00	156.01
G & G MERCADO LATINO G & G ENTERPRISES INC	109.73	72.35	10.97	12.00	0.00	205.05
G & G SANITATION SYSTEMS	93.90	61.91	9.39	12.00	0.00	177.20
GALAXI STORE INC ATTN ALFREDO CONTRERAS,	85.29	56.12	8.53	12.00	0.00	161.94
GEORGIA LIGHTNING CONSTRUCTION	78.35	51.52	7.84	12.00	0.00	149.71
GLORY LIGHT CO	244.44	160.87	24.44	12.00	0.00	441.75
GOOD OLD BOYS UPHOLSTERY	117.95	77.68	11.80	12.00	0.00	219.43
HAMMONDS CROSSING SUBS INC	137.03	90.25	13.70	12.00	0.00	252.98
HEAD TO TOE KIDZ LLC	805.19	530.38	80.52	12.00	0.00	1,428.09
HERITAGE HOME MORTGAGE INC	183.78	121.09	18.38	12.00	0.00	335.25
IRISH BRED PUB & GRILL THAKKAR DARSH	396.42	261.10	39.64	12.00	0.00	709.16
JAKES CAFE MATYSS INC	313.67	208.08	31.37	12.00	0.00	565.12
JOHNSON & JOHNSON ATTN: ACCOUNTS PAYABLE	283.53	186.82	28.35	12.00	0.00	510.70
K D CONCRETE REPAIR	77.34	36.93	7.73	12.00	46.92	87.08
K S O CELLULAR C/O OH ELIZABETH	82.48	54.24	8.25	12.00	0.00	156.97
KELLY MOVING & STORAGE INC	150.25	99.67	15.03	12.00	0.00	276.95
LANIER DAY SPA HAIR & NAIL DO THIEN	121.93	80.37	12.19	12.00	0.00	226.49
LANIER DENTAL LABORATORY INC JOHN WINGO	289.26	190.57	28.93	12.00	0.00	520.76
LANIER DINER	257.75	169.86	25.78	12.00	0.00	465.39
LAPTOP OUTLET INC CHAJI ZACH	257.75	169.86	25.78	12.00	0.00	465.39
LIBRERIA CRISTIANA GENESIS	170.12	112.06	17.01	12.00	0.00	311.19
M V P SPORTS ROGERS SPORTING GOODS LLC DBA	874.83	576.33	87.48	12.00	0.00	1,550.64
MACS PIT STOP GRILL C/O JERRY MCKIMMY	175.32	115.50	17.53	12.00	0.00	320.35
MAYFLOWER BUFFET	602.47	396.80	60.25	12.00	0.00	1,071.52
MIDAS AUTO SYSTEMS EXPERTS D K L AUTOMOTIVE INC	224.08	147.57	22.41	12.00	0.00	406.06
MIRANDAS CLOTHING & ETC	82.48	54.24	8.25	12.00	0.00	156.97
MISS TERRYS PET SALON & SPA DEAN TERESA	206.20	135.82	20.62	12.00	0.00	374.64
MONKEY JOES	671.71	445.64	67.17	12.00	0.00	1,196.52

Attachment A

Write-Off of 2011 Personal Property Tax Listing

Name	Princ	Interest	Penalty	FiFa	Payment	Balance
MRS WINNERS FAMOUS RECIPE CO OPS INC	481.89	319.67	48.19	12.00	0.00	861.75
N V LOUNGE TIFFINY HARRISON	1,288.75	849.00	128.88	12.00	0.00	2,278.63
NEUTROGENA CORPORATION J & J CORP ACCTS PAYABLE	283.53	186.82	28.35	12.00	0.00	510.70
NEUTROGENA CORPORATION J & J CORP ACCTS PAYABLE	283.53	186.82	28.35	12.00	0.00	510.70
NORUTA JAPANESE RESTAURANT	205.97	135.74	20.60	12.00	0.00	374.31
NUEVA CENTRO AMERICANA	471.34	310.42	47.13	12.00	0.00	840.89
PATCHIN SOLUBLE INTEGRATED INC JAN PATCHIN	125.98	83.00	12.60	12.00	0.00	233.58
PEACHTREE CARDIOVASCULAR & THORACIC SURGEONS PA	93.32	61.38	9.33	12.00	0.00	176.03
PHONE PLACE THE WOMACK ROBERT	243.48	160.32	24.35	12.00	0.00	440.15
PIEDMONT LOGISTICS LLC CLARITY DBA	831.53	539.54	83.15	12.00	100.00	1,366.22
PROFESSIONAL EQUIPMENT SERVICE	489.90	322.76	48.99	12.00	0.00	873.65
QUEEN CITY DENTAL ASSOCIATES INC DENTAL CONNECTION OF GAINES	122.78	80.95	12.28	12.00	0.00	228.01
R & D MANUFACTURING CO INC	22,678.19	4,829.69	2,267.82	12.00	22,678.19	7,109.51
R & L POULTRY SUPPLY INC	225.87	149.82	22.59	12.00	0.00	410.28
R J R INDUSTRIES INC	191.66	126.35	19.17	12.00	0.00	349.18
RAD SERVICES INC	443.36	291.94	44.34	12.00	0.00	791.64
RECKITT BENCKISER (INV @ KIK PIEDMONT LABS)	2,819.81	1,870.46	281.98	12.00	0.00	4,984.25
REVITALIZE FAMILY CHIROPRACTIC	725.76	478.11	72.58	12.00	0.00	1,288.45
RICKS GEM OF GYMS INC	619.16	407.79	61.92	12.00	0.00	1,100.87
RINCONSITO MAYA	226.38	149.03	22.64	12.00	0.00	410.05
SCOOP THE PETTO JANET	199.87	131.62	19.99	12.00	0.00	363.48
SEVEN DAY YARD SALE	77.34	50.95	7.73	12.00	0.00	148.02
SMITH BENSEN 1013P	349.51	230.34	34.95	0.00	0.00	614.80
SONIC OF GAINESVILLE #4344 INTEGRATED CAPITAL RESOURCES	271.04	178.48	27.10	0.00	0.00	476.62
SOUTHERN SAFETY SUPPLY INC	434.11	287.90	43.41	0.00	0.00	765.42
SOUTHERN WAY INSURANCE	82.48	54.24	8.25	12.00	0.00	156.97
STANLEY FIRM THE	130.62	86.08	13.06	12.00	0.00	241.76
STAR PACKAGE STORE M S F INVESTMENT INC	479.09	315.54	47.91	0.00	0.00	842.54
STERLING PROPERTY SERVICES LLC	129.38	85.19	12.94	0.00	0.00	227.51
TELEDISTANCIA CENTENO RADAMES	77.34	50.95	7.73	12.00	0.00	148.02
TIRETECH AUTOMOTIVE ROGERS KEITH	515.50	339.66	51.55	12.00	0.00	918.71
TRANSPORTATION & LOGISTICS LEEWARD LOGISTICS LLC DBA	82.48	54.24	8.25	12.00	0.00	156.97
U S A SLIDE INC	1,248.73	828.28	124.87	12.00	0.00	2,213.88
U S LAWNS	477.64	314.78	47.76	12.00	0.00	852.18
UNIQUE DESIGNS MEISEL KAREN	515.50	339.66	51.55	12.00	0.00	918.71
WEBSTER FIRM PC ATTY AT LAW	105.90	69.80	10.59	12.00	0.00	198.29
Totals	57,963.90	28,002.38	5,796.43	1,068.00	24,382.56	68,448.15

City of Gainesville
Personal Property Tax
General Policies and Procedures

Reporting
On March 1 of each year, taxpayers (individuals and businesses) who owned inventory or personal property on January 1 of that same year are required to file an ad valorem tax return in the county where the property is located. This return reports information about all inventory and personal property including, but not limited to, furniture and equipment used in business operation, boats and aircraft.

State Approval
Based primarily on the information supplied by these returns, the Hall County Personal Property Tax Assessor's Office compiles the information for the Hall County Tax Commissioner. The County Tax Commissioner sends this personal property information along with the real property digest to the State of Georgia for approval.

Transfer of Data
After approval is received from the State, the Hall County Tax Commissioner provides a file of the tax digest (assessed values) for all property located within Gainesville's city limits. From the file, data is retrieved and downloaded on the City's computer system. Verification is made to assure that the assessments according to Hall County are the same as the City's data after the transfer.

Tax Calculation
According to an ordinance establishing the ad valorem tax rate, the City's millage rate is applied to the assessed value of personal property and the tax due is calculated. This calculation is broken down into five entities as follows:

- General Government
- Parks and Recreation
- Retirement of General Obligation Bonds (Debt Service)
- Gainesville Board of Education and
- Retirement of School Bonds

Tests are made to assure that the calculation of tax due is correct.

Collection of Tax
Tax Bills are generated and mailed. The attached Collection Calendar details the steps taken in the collection of personal property tax.

City of Gainesville
Personal Property Tax
Collection Calendar Used to Collect Taxes

Target Date	**Task**
Oct 01, 20x1	Bills are mailed
Oct 31, 20x1	Returned mail is reviewed and effort is made to determine taxpayer's correct address.
Dec 01, 20x1	Payment is due.
Jan 2, 20x2	Interest is calculated for one month. Business license renewals are held on accounts with outstanding taxes.
Jan 7, 20x2	Delinquent Tax Notices are printed and mailed on all delinquent accounts notifying the taxpayer that the City Tax Office will issue an execution (FIFA) against the taxpayer.
Feb 2, 20x2	Interest is calculated again for one month and added to the balance of delinquent accounts. This process will continue to occur on the 2nd day of each subsequent month until the balance is paid.
April 1, 20x2	120 days after the due date, a 5% penalty is assessed on the outstanding balance. Also at this time, executions are issued (FIFA's) directing that a tax lien be attached to the property.
April 10, 20x2	Delinquent notices are mailed, notifying the taxpayer of the delinquent tax, fees, interest and FIFA that has been filed.
July 1, 20x2	Delinquent tax listing is aired publicly on TV18. This information will be aired for approximately 2 months.
August 1, 20x2	Additional 5% penalty is added to the unpaid tax balance.
December 1, 20x2	Additional 5% penalty is added to the unpaid tax balance.
April 1, 20x2	The fourth and final 5% penalty is added to the unpaid tax balance.

Additional Collection Steps Taken

Delinquent Tax notices continue to be mailed periodically. We try to obtain corrected addresses on returned mail.

Telephone calls are made to try and reach the taxpayer. We document contacts given and comments made during these calls.

We check business licenses for owners of businesses and contact them for payment.

Reports filed with the Hall County Personal Property Tax Assessors are checked for contact information.

Searches for persons or businesses are done on the Internet, City directory, water files, Hall County tax records and telephone books.

TV listing is compiled after 90 day penalty and the FIFA's have been filed. TV listing runs for approximately 2 months.

We stay tuned for information on delinquent taxpayers to help us locate anyone trying to move or relocate their business.

Business Licenses are held in order to collect delinquent tax prior to issuance of current license.

Purchase orders for work or supplies for the City have been denied if delinquent tax is owed.

Accounts payable checks are held for vendors that owe outstanding tax.

Searches for new owners are done through the Hall County Tax Assessors Office.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/29/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-20 Write-off of Delinquent Utilities Receivables

Meeting Date: 4/17/2018

Purpose of Request:

To allow the write-off of uncollectible utilities receivables.

History/Background:

Finance is presenting the request to write-off uncollectible billing on behalf of the Department of Water Resources.. The accounts that are recommended to be written off are listed on Attachment A. City Auditors have recommended that the City periodically write-off uncollectible receivable balances.

Facts & Issues for Consideration:

The account holders listed on Attachment A are either deceased or have declared bankruptcy.

Department Recommendation:

We recommend that Council approve the attached resolution for the write-off of utility accounts listed on Attachment A.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2018-20 Write-off of Delinquent Utilities Receivables	Resolution
Attachment A - Write-Off of Water Accounts Listing	Attachments/Exhibits

RESOLUTION BR-2018-20

Write-off of Delinquent Utilities Receivables

WHEREAS, the City of Gainesville Tax Office actively and extensively pursues the collection of delinquent utility receivables; and

WHEREAS, due to the bankrupt/deceased status of the accounts listed on Attachment A, these accounts have been deemed uncollectible by further efforts of the Department of Water Resources Staff; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Department of Water Resources staff to write off the attached list (Attachment A) of delinquent utilities accounts.

Adopted this _____ day of __________________, 2018.

____
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

Write-Off of Water Accounts Listing - 2018

Name	Status	Balance Due
LARRY VANDENHANDEL	BANKRUPT7	$ 356.90
SUSAN HAYNES	BANKRUPT7	51.18
MARK DIXON	BANKRUPT7	185.40
ERIN LONDON	BANKRUPT7	425.40
MICHAEL KUBACKI	BANKRUPT7	173.41
MISTY MANGRUM	BANKRUPT7	275.07
ERASMO REYES	BANKRUPT7	93.29
CAROL VEASLEY	BANKRUPT7	463.32
FAMOUS RECIPE CO OPERATIONS	BANKRUPT7	703.57
MARSHALL & MELISSA MCINTYRE	BANKRUPT7	145.60
BRANDI SMITH	BANKRUPT7	280.51
CHRISTINE HAMILTON	BANKRUPT7	212.81
ZACHARY WISE	BANKRUPT7	27.14
TOMICA BROWN	BANKRUPT7	174.15
JOSHUA GIBBS	BANKRUPT7	200.50
TASHIANA THURMOND	BANKRUPT7	53.64
MARY ROBERTS	BANKRUPT7	345.56
CHARLES TILLIRSON	BANKRUPT7	213.63
DEANNA DEJESUS	BANKRUPT7	155.07
SHAKITA MOORE	BANKRUPT7	360.75
AMANDA SHUMAKE	BANKRUPT7	147.31
MERRAL NEELY	BANKRUPT7	159.02
JUSTIN GOSS	BANKRUPT7	360.02
WANEKA ROBERTS	BANKRUPT7	113.90
MJEFFRIES ENTERPRISE LLC.DBA LETTUCE TALK	BANKRUPT7	498.61
ELIZABETH REYNOLDS	BANKRUPT7	247.86
CHEONG YI	DISCHARGE	134.84
ANTHONY & MELISSA REED	DISCHARGE	17.69
HERBERT RAY	DISCHARGE	250.85
DOROTHY DYER	DECEASED	73.36
BONNIE DAVIS	DECEASED	62.82
BILLY ANGLIN	DECEASED	75.86
FRANCES HENDRIX	DECEASED	103.62
CHARLES GREENWELL	DECEASED	1,062.22
GRACE SMITH	DECEASED	20.16
ROBERT STEPHENSON	DECEASED	240.61
FRANCES ALLISON	DECEASED	118.61
ESTHER SUND	DECEASED	64.31
ESPERANZA ZAPATA	DECEASED	21.23
LAURA JEMISON	DECEASED	360.25
DENESE BOULAND	DECEASED	46.17
DONALD SWAIM	DECEASED	37.64
NANCY RANDOLPH	DECEASED	52.70
MADELINE MATSCHICHELIAN	DECEASED	25.22
AVERY BROWNLOW	DECEASED	111.28
GENEVA MCNEAL	DECEASED	15.04
PHYLLIS SEGNITZ	DECEASED	159.65
MARSHALL KINSEY	DECEASED	54.47
MARY MARTIN	DECEASED	25.43
ANNE CLEVELAND	DECEASED	104.43
PRISCILLA NICELY	DECEASED	223.48
FREDDIE PROTHRO	DECEASED	261.47
FREDDIE PROTHRO	DECEASED	339.47
AMANDA ANDERSON	DECEASED	7.09
TOMMY FALCONI	DECEASED	122.89
TURKESHA ARUTHER	DECEASED	198.64
Total for write off through 12-31-17		**$ 10,815.12**

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/2/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-21 Write-off of Uncollectible Returned Checks

Meeting Date: 4/17/2018

Purpose of Request:

To write off uncollectible returned checks.

History/Background:

City Auditors have recommended that the City periodically write off uncollectible receivable balances.

Facts & Issues for Consideration:

These checks have been deemed uncollectible and are listed on Attachment A. General procedures for the handling of returned checks are provided for reference purposes.

Department Recommendation:

We recommend that Council approve the attached resolution of the write-off of uncollectible returned checks.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2018-21 Write-off of Uncollectible Returned Checks	Resolution
Attachment A - Uncollectible Returned Checks Listing	Attachments/Exhibits
General Procedures on Handling Returned Checks	Backup Material

RESOLUTION BR-2018-21

Write-off of Uncollectible Returned Checks

WHEREAS, the City of Gainesville departments actively and extensively pursue the collection of returned checks; and

WHEREAS, the attached list of returned checks dated prior to May 2017 have been deemed uncollectible by further efforts of the City Departments; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Finance staff to write off the attached list (Attachment A) of returned checks.

Adopted this _____ day of __________________, 2018.

____

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

Attachment A

Uncollectible Returned Checks Listing

Total Proposed Returned Check Write-Off Summarized by Fund:		
General Fund		2,578.16
Community Service Center		20.00
Parks and Recreation		880.18
Chattahoochee Golf Course		192.00
Grand Total		**3,670.34**

Detailed Information by Department		
General Fund Detail		
08/20/12	Mark Hayes - Police	150.00
02/28/14	Treneice Turner - Municipal Court	161.20
01/16/15	Sophia Kang - Business Licenses	135.00
03/27/15	Global Connections - Finance	5.70
01/26/16	Roscoe's BBQ - Business Licenses	121.26
03/24/16	Claude Clark - Cemetery	2,000.00
05/10/17	Alfa Insurance - Business Licenses	5.00
Total General Fund		2,578.16
Community Service Center Detail		
08/22/11	Allison Delarosa	20.00
Total Community Service Center		20.00
Parks and Recreation Detail		
08/15/12	Tajma Jackson	150.00
01/18/13	Victoria Gilbes	75.00
06/18/13	Michael/Angela Tuggle	75.68
07/13/13	Michell Bell	17.00
08/14/16	Ellis Polk	100.00
10/22/13	Alan Johnson	50.00
06/26/14	Mahogany Carr	240.00
10/27/15	Susan Jabieski	135.00
06/30/16	Dylan Keeling	37.50
Total Parks and Recreation		880.18
Chattahoochee Golf Course Detail		
8/23/2012	Jimmy Smith	36.00
7/15/2013	Thomas Roberts	114.00
07/15/13	Thomas Roberts	42.00
Total Chattahoochee Golf Course		192.00
Total Proposed Write-Off of Returned Checks City Wide		**3,670.34**

Summarized by Fiscal Year:		
FY12		20.00
FY13		486.68
FY14		724.20
FY15		140.70
FY16		2,293.76
FY17		5.00
Grand Total		**3,670.34**

General Procedures on Handling Returned Checks

Prevention

- Keep a list of returned checks at the locations where checks are taken, and instruct employees to check that list before taking a check.
- When taking checks, if it is not preprinted on check, get a name, physical address, home and work phone number.

Collection

- Try reaching the individual who wrote the returned check by phone. If they cannot be reached by phone or they don't come in and pay within 5 calendar days after the phone call, send a letter by certified mail returned receipt required. Also, send a copy of the letter by regular mail.
- Send a letter requiring payment including a service charge of $30 within 30 days from receipt of the letter.
- If the letter comes back undeliverable because of the address, make every attempt possible to find a valid address.
- When taking payment for a returned check, only accept cash, money orders or cashier's checks.
- When the writer of the returned check comes in to make payment, give them back the original check, along with a receipt.
- All payments taken for returned checks should be turned over to the Finance department within 5 working days to be deposited.
- If payment is not received within 10 calendar days from the date of the letter and the check is $500 or over, the Department Head may turn the matter over to the Magistrate or District Attorney for criminal prosecution.
- Magistrate Court will need: original check and returned letter or green signed receipt from the Post Office.
- The current file of returned checks is on the V drive:
  V:\Financial Services and IT\Accounting\Returned Checks\FYXX Returned Checks & Redeposits. This file should be reviewed periodically and updated monthly with the details of the collection efforts (including dates) in the column "Department/Finance Comment"

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/29/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-07 Dawsonville Highway Bridge Replacement Utilities Relocation Memorandum of Understanding with Georgia Department of Transportation

Meeting Date: 4/17/2018

Purpose of Request:

To obtain authorization to enter into an agreement with the Georgia Department of Transportation (GDOT) for the relocation of existing City of Gainesville utilities that may be in conflict with the replacement of the existing Dawsonville Highway (S.R. 53) bridge crossing the Chattahoochee River.

History/Background:

GDOT has notified the City of Gainesville that the west bound bridge on Dawsonville Highway crossing the Chattahoochee River will be replaced and this project will be conducted utilizing a design-build construction method. In order to coordinate the relocation of existing Gainesville utilities that may be in conflict with this project, GDOT has requested the City of Gainesville to enter into an MOU which serves as the basis for assignment of responsibilities and cost for relocation of said utilities during the design-build process.

Facts & Issues for Consideration:

Entering into an MOU with GDOT for the proposed bridge replacement will ensure continuous water service to existing and future City of Gainesville customers within the project area.

Department Recommendation:

Authorize staff to enter into an MOU with GDOT for coordination of utility relocations required by replacement of the west bound bridge on Dawsonville Highway crossing the Chattahoochee River.

Department Director:

Linda MacGregor

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

Amount Requested: $30,000

Source of Funds: Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	PR-2018-07 Dawsonville Highway Bridge Replacement Utilities Relocation	Resolution
🗋	Dawsonville Hwy Bridge MOU	Attachments/Exhibits
🗋	Dawsonville Hwy Bridge MOU CIP Summary	Backup Material

RESOLUTION PR-2018-07

DAWSONVILLE HIGHWAY BRIDGE REPLACEMENT UTILITIES RELOCATION MEMORANDUM OF UNDERSTANDING WITH GDOT

WHEREAS, the City of Gainesville owns and operates a water system that serves the City of Gainesville and portions of Hall County; and

WHEREAS, the Georgia Department of Transportation (GDOT) has informed the City of the upcoming replacement of the westbound portion of the Dawsonville Highway (SR 53) bridge at the Chattahoochee River; and

WHEREAS, this roadway project may require the Department of Water Resources (DWR) to relocate existing utilities along the roadway which could be in conflict with the proposed improvements; and

WHEREAS, GDOT is proceeding with this project in a design build method and does not have final construction plans available at this time; and

WHEREAS, DWR staff has identified potential utility conflicts and received a Memorandum of Understanding (MOU) from GDOT providing options to address these conflicts; and

WHEREAS, portions of the existing water main could be impacted by future design and construction methods that would require relocation of existing facilities; and

WHEREAS, in order to evaluate and correct conflicts, it is necessary to have a signed MOU between the City of Gainesville and GDOT; and

WHEREAS, GDOT and City staff have developed an MOU summarizing the details of this agreement for the project.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes DWR staff to proceed with processing of the MOU and to apply for and obtain all necessary permits and licenses as well as other actions to protect existing utilities.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes $30,000 to cover legal fees, staff time and other miscellaneous project expenditures for the project.

BE IT FURTHER RESOLVED THAT the total authorized expenditure shall not exceed $30,000 and that said expenditure shall be from the Department of Water Resources Capital Projects Fund and/or other funding sources as required.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and City Attorney are authorized to sign such documents that may be necessary to complete this project.

RESOLUTION PR-2018-07

DAWSONVILLE HIGHWAY BRIDGE REPLACEMENT UTILITIES RELOCATION MEMORANDUM OF UNDERSTANDING WITH GDOT

Adopted this _____ day of __________________, 2018.

____
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

Georgia DOT Project: Bridge Replacement on SR 53 Westbound @ the Chattahoochee River
GDOT P.I. 0010212

DESIGN-BUILD
MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
Gainesville Water Resources (hereafter the OWNER)

Whereas GDOT, hereafter referred to as the DEPARTMENT proposes to undertake a design-build project hereafter referred to as SR 53 Westbound @ the Chattahoochee River PROJECT to replace the bridge on SR 53 Westbound over the Chattahoochee River in Hall County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor, hereafter referred to as CONTRACTOR; and the utility owner hereafter referred to as the OWNER, and

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

1. Type of Utility

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:
______Domestic water mains and distribution lines and associated appurtenances
______Sanitary Sewer facilities and/or Storm Drainage System
______Electrical Distribution (overhead and underground) wires, poles, etc.
______Electrical Transmission (overhead and underground) wires, poles, etc.
______Natural Gas Distribution Facilities (underground)
______Natural Gas Transmission Facilities (underground)
______Petroleum Pipeline (underground)
______Telecommunications facilities and equipment
______Cable TV facilities
______Street Lighting
______Internet Data Service
______Other Facilities (Description) ________________________________

2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.
Insert here or attach a detailed description of proposed new additional utility installations:

____

____

3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT, CONTRACTOR and the OWNER to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost through an Agreement, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design _____
Construction _____

3B. OWNER, at the CONTRACTOR'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The CONTRACTOR will add the removal, relocation, protection, materials, adjustment and/or design cost, excluding betterment, to the overall PROJECT's cost. (Check to signify):

Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.

Design _____
Construction _____

Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):

Design ____
Construction ____ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None _____

Excluded Items ____
____
____

Comments:____
____
____
____
____
____
____

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design ___X__
Construction ___X__

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR. Final acceptance of the utility relocation work is accomplished by the execution of the Utility Facility Relocation Acceptance Form. The CONTRACTOR shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the relocation work performed by the CONTRACTOR. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.
8. For utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.

9. All Utility work included in the PROJECT's contract and Utility work completed by the OWNER that is reimbursed by the DEPARTMENT through an agreement shall be in accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

   a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, and guardrail steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

   b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement as "Exhibit A." Records to be maintained by the Developer for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater. The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED AS TO FORM	CITY OF GAINESVILLE
____________________________	By: ____________________________________
Abbott S. Hayes, Jr. Hulsey, Oliver & Mahar, LLP City Attorney	Bryan Lackey City Manager
	Attest: ____________________________ Denise O. Jordan, City Clerk
	CITY SEAL

_______________________________________ ________________________

(Signature) (Date)

STATE UTILITIES ADMINISTRATOR

Pre-Approved Contractor List

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

Please provide a minimum of three.

Pre-Approved Design Consultant List

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

Company Name:
Address:
Phone:
Contact Person:
E-Mail:

DEPT OF WATER RESOURCES

CAPITAL IMPROVEMENTS PROJECT SUMMARY REQUEST

PROJECT NAME: SR 53 Dawsonville Hwy Bridge Utilities Relocation

PROJECT NUMBER: ______________ **PROJECT DEPARTMENT** Water Resources

RESOLUTION NUMBER: PR-2018-07 **LOCATION:** 4440.00

PROJECT MANAGER: Jason Perry

CHECK ONE: NEW PROJECT: ___________X___________ **ADDITIONAL FUNDING**_____________________

CODE		ACCOUNT NUMBER	AMOUNT REQUEST
SWB - CITY PROVIDED PROJECT MANAGEMENT			
1100	Salaries and Wages	511100.XXX to 511150.XXX	$15,000.00
1101	Overtime Earnings	511300.XXX to 511350.XXX	
1110	Health and Life Insurance Premiums	512100.000	
1140	Social Security and Medicare Expense	512200.000	
1171	Retirement Contribution - Plan A	512400.001	
	SUBTOTAL		$15,000.00
PDD - PROJECT DEVELOPMENT & DESIGN			
8101	Project Development	541000.001	
8102	Facility Design/Bidding Service	541000.002	
8103	Geotechnical	541000.003	
8104	Laboratory	541000.004	
8105	Survey	541000.005	$5,000.00
8106	Other	541000.011	$2,000.00
8107	Legal Services	541000.006	$5,000.00
	SUBTOTAL		$12,000.00
LAND - LAND/EASEMENT ACQUISITION			
8201	Survey	541100.003	
8202	Legal Services	541100.004	
8203	Land Agent Services	541100.005	$2,000.00
8204	Land Purchase	541100.001	
8205	Easement Acquisition	541100.002	$1,000.00
	SUBTOTAL		$3,000.00
CON - CONSTRUCTION			
8301	Construction Admin. Services	541000.007	
8302	Resident Inspection Services	541000.008	
8303	Legal Services	541000.006	
8304	Contracted Construction Cost	541000.009	
8305	City-Furnished Materials	541000.010	
8306	Other	541000.011	
8308	Furnishings and Equipment (Taggable Assets)	531600.002	
	SUBTOTAL		$0.00
MEQ - MACHINERY AND EQUIPMENT			
2000	Equipment	542000.000	
2200	Vehicles	542200.000	
	SUBTOTAL		$0.00
INT - INTANGIBLES			

5431	Master Plans & Studies	543000.001	
5432	Software	543000.002	
5433	Other	543000.003	
	SUBTOTAL		$0.00
	RMT - REPAIRS AND MAINTENANCE		
5201	Annual Maintenance Contracts	522200.001	
5202	General Repairs and Maintenance	522200.002	
5203	Equipment Repairs	522200.003	
5204	Vehicles	522200.004	
5205	Tires	522200.005	
5206	Streets	522200.006	
5207	Sidewalks	522200.007	
5208	Bridges	522200.008	
5209	Stormwater	522200.009	
	SUBTOTAL		$0.00
	TOTAL		$30,000.00

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/19/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-08 Cargill Global Edible Oil Solutions Donation to the Fire Department

Meeting Date: 4/17/2018

Purpose of Request:

The purpose of this request is for the Gainesville Fire Department to request permission to receive a donation from the local Cargill Inc.

History/Background:

The Gainesville Fire Department and the local Cargill Inc. plant have worked together to promote safety in the community. Each year we have confined space rescue training in conjunction with the employees at Cargill Inc.

Facts & Issues for Consideration:

Cargill Global Edible Oil Solutions, Cargill Inc. has designated $10,000 at each plant for donation to the local Fire Departments for help in their Search and Rescue support after Hurricane Irma.

Department Recommendation:

To accept the donation.

Department Director:

Jerome Yarbrough

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	PR-2018-08 Cargill Inc. Donation to the Gainesville Fire Dept.	Resolution

RESOLUTION PR-2018-08

Cargill Global Edible Oil Solutions Donation to the Gainesville Fire Department

WHEREAS, Cargill Global Edible Oil Solutions has selected the Gainesville Fire Department to receive a donation; and

WHEREAS, Cargill Global Edible Oil Solutions has indicated that the Gainesville Fire Department will receive a donation of $10,000 from the Cargill Global Edible Oil Solutions in Gainesville Georgia; and

WHEREAS, the donation is a relief fund from Hurricane Irma made by local manufacturing plants of Cargill Global Edible Oil Solutions to help their communities; and

WHEREAS, there has been stipulations added to the donation that specifies that the $10,000 will be used for Search and Rescue support.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said donation from Cargill Global Edible Oil Solutions.

Adopted this _____ day of __________________, 2018.

____

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

COUNCIL AGENDA REQUEST

Date Submitted: 3/8/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-09 North Georgia Community Foundation Donation to the Fire Department

Meeting Date: 4/17/2018

Purpose of Request:

To accept the donation for the purchase of a drone.

History/Background:

Many departments across the nation are purchasing drones to get broader views of emergency incidents. Drones can be used to cover more ground and gather additional information much quicker.

Facts & Issues for Consideration:

There has been an increasing number of incidents in which drones have been used to show aerial views of fire scenes, disaster areas and search areas that have aided in a quicker resolution. We will use our drone for the same type of incidents.

Department Recommendation:

We recommend accepting this donation and purchasing the drone for use at fire department incidents.

Department Director:

Jerome Yarbrough

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	PR-2018-09 Donation from North Georgia Community Foundation	Resolution

RESOLUTION PR-2018-09

North Georgia Community Foundation Donation to the Gainesville Fire Department

WHEREAS, the North Georgia Community Foundation has selected the Gainesville Fire Department to receive a donation; and

WHEREAS, the North Georgia Community Foundation has indicated that the Gainesville Fire Department will receive $6,565.19 from the North Georgia Community Foundation; and

WHEREAS, the Gainesville Fire Department will use this donation towards the purchase of a drone.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said donation by North Georgia Community Foundation.

Adopted this _____ day of __________________, 2018.

____

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

COUNCIL AGENDA REQUEST

Date Submitted: 3/29/2018

Presenter: Matt Tate

Item of Business: Request from **Lake 53, LLC** to rezone a 6.227± acres tract located on the west side of Dawsonville Highway, north of Avonlea Way (a/k/a **1995 Dawsonville Highway NW**) from General Business (G-B) to Planned Unit Development (P-U-D). **Ward Number: One.** Tax Parcel Number(s): 01-110A-003-003. **Request: 79 residential condos and office space.**

Meeting Date: 4/17/2018

Purpose of Request:

The applicant is proposing to rezone the subject property for the purpose of constructing 79 residential condominiums and a 2,275 square foot office building for 2 to 3 units. The proposed condominiums are to consist of two 6-story buildings, each containing a ground level covered parking area and five levels of residential units. The size of each unit will be 2,359 square feet of heated space (3 bed / 3 bath), and 285 square feet of deck space. Amenities are to include common area, pool, cabana and a one of the units will be converted for a club house area. Two right in/out driveways are proposed on Dawsonville Highway and a cart path to connect to the adjacent Gainesville Marina property. The applicant anticipates a one phase development to begin during the summer of 2019. Adjacent properties include, Gainesville Marina, Martin Docks, auto repair business, sewer pump station, Lake Lanier Club Apartments and Lake Lanier. The property was originally rezoned in 2000 for an office, bank and retail development but has remained undeveloped. The property is heavily wooded with sloping topography.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Planning staff and the PAB recommended conditional approval with three conditions. See the attached PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS:

Approval of Ordinance 2018-08:
I move to approve the ordinance to rezone the subject property from General Business to Planned Unit Development with three conditions as presented.

Denial of the Request:
I move to deny this request.

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
🗋	Legal Ad	Legal Ad
🗋	PAB Recommendation Report	Report
🗋	Ordinance 2018-08	Ordinance
🗋	Location Maps	Backup Material
🗋	Narrative	Backup Material
🗋	Survey	Backup Material
🗋	Site Plan	Backup Material
🗋	Architectural Renderings	Backup Material
🗋	Floor Plan	Backup Material

LEGAL AD
Gainesville City Council

Publish Sunday, April 1, 2018
THE TIMES

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, April 17, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **Lake 53, LLC** to rezone a 6.227± acres tract located on the west side of Dawsonville Highway, north of Avonlea Way (a/k/a **1995 Dawsonville Highway NW**) from General Business (G-B) to Planned Unit Development (P-U-D).
   Ward Number: One
   Tax Parcel Number(s): 01-110A-003-003
   Request: 79 residential condos and office space

2) Request from **John Harris** to rezone a 5.73± acres tract located on the southeast side of Lanier Valley Drive, west of Otila Drive (a/k/a **1331 Lanier Valley Drive NW**) from Residential-II (R-II) and General Business (G-B) to General Business (G-B).
   Ward Number: One
   Tax Parcel Number(s): 01-115-002-002
   Request: Non-profit residential facility

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

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

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner................................ Lake 53, LLC
Location.. 1995 Dawsonville Highway
Request... Rezone from G-B to P-U-D
Total Acres .... 6.227$^{\pm}$ acres
Ward.. One
Proposed Use... 79 residential condos and office space
Planning Division Staff Recommendation .... **Approval, with conditions**
Planning and Appeals Board Recommendation.... **Approval, with conditions**
Date.. March 13, 2018

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

The applicant is proposing to rezone the subject property for the purpose of constructing 79 residential condominiums and a 2,275 square foot office building containing 2 to 3 suites. The proposed gross residential density is 12.68 dwelling units per acre. The condominiums are to consist of two, 6-story buildings, not to exceed 80-feet in height. Each building will have a ground level covered parking area and five levels of residential units. The size of each unit will be 2,359 square feet of heated space (3 bed / 3 bath), with 285 square feet of deck space.

Amenities are to include common area, pool, cabana and one of the units will be converted for a club house area. A minimum of 20% of open space will be maintained on site. Proposed setbacks are zero feet (0') adjacent to the Corps of Engineers property and a minimum of 10-feet from the front property line. Proposed signage is to include one monument sign not to exceed 15-feet in height, 80 square feet of sign face, 120 square feet of total sign structure with internal or indirect lighting. Parking will be provided at 2.2 spaces for each unit and 1 space per 300 square feet for the office space. Two right in/out driveways are proposed on Dawsonville Highway and a cart path to connect to the adjacent Gainesville Marina property. The applicant anticipates a one phase development to begin during the summer of 2019.

The property was originally rezoned in 2000 for four buildings consisting of a 3-story, 16,800 square foot office building, 8,822 square foot bank, and two retail buildings consisting of 20,000 square feet of retail space.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Martin Docks; Parks Import Service and Repair (County)	Agricultural Residential-III (AR-III)
Northwest	Gainesville Marina; Lake Lanier (County)	Vacation Cottage (V-C)
Southeast	Single-family; Vacant Land	Planned Unit Development (P-U-D)
Southwest	Sewer Pump Station; Lake Lanier Club Apartments; Lake Lanier	General Business (G-B) Planned Unit Development (P-U-D) Vacation Cottage (V-C)

- ***Other Departmental Comments***

Coordination for the proposed driveways and encroachment is required by the Georgia Department of Transportation (GDOT).

According to the Gainesville Public Works Department, a Traffic Impact Study (TIS) will be required for the development. The development shall coordinate with the Georgia Department of Transportation (GDOT) to establish improvements required by the developer along Dawsonville Highway. The documents from GDOT shall be submitted to the Public Works Department pertaining to any improvements along the corridor and shall coordinate with Public Works regarding any necessary improvements along the City street.

- ***Zoning History***

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

2017 – A request by Oak Hall Companies, LLC to rezone a 157.98± acres tract located at 0, 1264 and 1817 Ahaluna Drive; 1876 Dawsonville Highway; 2208 Karen Lane; 0 and 2029 Strickland Drive; 0 and 1489 West Lake Drive from Residential-I-A (R-I-A), Residential-I (R-I), Planned Unit Development (P-U-D) and Regional Business (R-B) to Planned Unit Development (P-U-D) and General Business (G-B) zoning for a mixed-use, age restricted community was approved with conditions.

2017 – A request by Oak Hall Companies, LLC to annex a 50.81± acres tract with a zoning of Planned Unit Development (P-U-D) and General Business (G-B) located at 0 and 1758 Ahaluna Drive; 1508, 1550, 1740, 1746, 1758, 1760, 1934 and 1982 Dawsonville Highway; 300 and 301 Skyview Drive; 0, 2008 and 2016 Strickland Drive was conditionally approved for a mixed-use, age restricted community.

2017 – A request by Oak Hall Companies, LLC to annex a 26.16 ± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2209 Karen Lane; 2106, 2234 and 2242 Sportsman Club Road; 2049 Strickland Drive was conditionally approved for an age restricted, active adult community.

2015 – A request by West Ahaluna, LLC to annex an 8.74± acres tract with a zoning of Residential-I-A (R-I-A) located at 0 and 1264 Ahaluna Drive was conditionally approved for no proposed use.

2014 – A request by West Ahaluna, LLC to annex a 70.23± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 1817 Ahaluna Drive; 1982 Dawsonville Highway; 2208 Karen Lane; 2008, 2016 and 2029 Strickland Drive was approved with conditions. In addition, the same applicant requested to rezone a 31.93± acres tract located at 0 Ahaluna Drive NW and 1489 West Lake Drive NW from Residential-I (R-I) to Planned Unit Development (P-U-D) was also approved with conditions for a 199-lot single-family subdivision.

2013 – A request by America's Home Place, Inc. to rezone a 25.11± acres tract located at 0 and 1198 Dawsonville Highway; 1232 Ahaluna Drive and 1162 Lakeshore Circle from Residential-I (R-I), Residential-II (R-II) and Office and Institutional (O-I) to General Business (G-B) zoning for a commercial shopping center was approved with conditions.

2012 – A request by America's Home Place, Inc. to rezone a 4.711± acres tract located at 0, 1122, 1138, 1162 and 1198 Dawsonville Highway from Residential-II (R-II), Office and Institutional (O-I) and General Business (G-B) to General Business (G-B) zoning for retail, restaurant and vehicle service uses was approved with conditions.

2011 – A request by Kauffman Tire Inc. for a special use within Regional Business (R-B) zoning on a 1.19± acres tract located at 801 & 805 Dawsonville Highway was approved with conditions for an automotive tire and service store.

2010 – A request by Bill Dupree to annex a 7.11± acres tract with General Business (G-B) zoning and rezone a 2.44± acres tract from Residential-II (R-II) to General Business (G-B) located at 0, 1293, 1297 and 1139 Dawsonville Highway was approved with conditions for a business center with retail, office and restaurant uses.

- ***Staff Analysis***

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

The subject property is located on a sloping, wooded peninsula adjacent to the shore line of Lake Lanier and is west of Dawsonville Highway. The adjacent and nearby property consists of a mixture of multi-family, semi-public, commercial and single-family uses both within the jurisdictions of Gainesville and Hall County which appear to support the proposal. The surrounding zonings are Agricultural Residential-III (AR-III) within unincorporated Hall County and Residential-II (R-II) and General Business (G-B) within the City of Gainesville. The neighboring Gainesville Marina and Lake Lanier Club Apartments continue to be vibrant uses along the Dawsonville Highway corridor.

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

The proposed residential condominiums are intended to cater to empty nesters and light office users. The subject property is located adjacent to Lake Lanier, multi-family residential and commercial uses. Maintaining proper soil erosion measures will be critical during the development process given the subject property's sloping topography and proximity to Lake Lanier. The development will increase traffic and turning movements on Dawsonville Highway as the property is currently undeveloped. It is recommended that the applicant coordinate with the developer of the adjacent 235± acres, mixed-use development in regards to necessary transportation improvements.

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

The Gainesville 2030 Future Development Map for the City of Gainesville places the subject property within the *Mixed Use General* land use category. This category includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Suburban Residential* Character Area. The vision for this area is to preserve older, stable residential subdivisions and encourage newer projects with smaller lot sizes, pedestrian infrastructure, and buildings patterned after traditional local housing, possibly containing a small neighborhood-serving "village center". As the housing market recovers, stalled projects will need attention and possible redesign to capitalize on changing household demographics.

As well, the quality community objectives state that housing choices should continue to be diversified to support a range of household incomes, sizes, types, but consist mostly of traditional single family detached lots. In areas where natural features or sensitive environments are important, cluster housing or conservation subdivision design may be appropriate. Land uses allowed in the Suburban Residential Character Area include low-density residential, medium-density residential, multi-family residential, public / institutional, commercial, and parks / recreation / conservation, mixed-use.

It appears the proposed use with the recommended conditions is compatible with the purpose and intent of the Comprehensive Plan.

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

The proposal would essentially down zone the property from commercial to allow mostly residential with office uses. The existing zoning of General Business (G-B) was originally planned in 2000 for a mixture of office and retail uses. The applicant desires to develop the property for residential condominiums and office due to its proximity to Lake Lanier. If denied, the applicant would retain its right to develop the property for office and retail purposes which has no restrictions on the type of use that could include a gas station, restaurants, retail strip center, restaurant, or other similar commercial uses.

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

The nearby properties currently utilize City water and sewer services and there is sufficient capacity to serve the development. The property is adjacent to a sewer pump station.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 is located approximately 3.5 miles from the property.

The applicant states that the development is designed to cater to empty nesters. However, the development is not age restricted. Therefore, school aged children could live within the development which could impact the school system depending on the number of children living within the facility. The Gainesville City School System currently provides bus transportation to the adjacent apartment property.

According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the proposed use on average would generate 355± new trips per day, 55± A.M. and P.M peak hour trips.

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

The expected use for the subject property is for mixed-use purposes. Properties located along both sides of Dawsonville Highway have experienced significant growth over the past two decades. Some of the growth includes the Northlake Square shopping center, Carrington Park retail center, Village Shoppes of Gainesville, Home Depot, Best Buy, McEver Corners shopping center, Texas Roadhouse, Olive Garden, Cheddar’s, Buffalo Wild Wings, child day care facility, a 94-room Holiday Inn Express currently under construction and Culver’s Restaurant under construction. In addition, a proposed 235± acres mixed-use development located across from the subject property was approved for a total of 860 age-restricted residential units, 56,000 square feet of commercial space and 24,000 square feet of retail/office/restaurant space, which is anticipated to be developed over the next 6 to 7 years.

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

Due to the subject property's proximity to existing residential and commercial land uses, the proposal, with the recommended zoning conditions appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this rezoning request with **P-U-D zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

1. **The proposed use/buildings shall be generally consistent with the landscaping standards and architectural elevations provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **Prior to a permit being issued for the subject property, a Traffic Impact Study (TIS) shall be required. All access point design for the subject property shall require review and approval by the Georgia Department of Transportation and the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study, shall be at the full expense of the developer/property owner.**
3. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Excerpts from the March 13, 2018 PAB Meeting Minutes

Applicant Presentation: Jim Walters, 311 Green Street, stated the proposed development would be first class, noting the subject property is located on Dawsonville Highway, adjacent to the Gainesville Marina. He stated it should not affect the school system as purchasers would most likely be beyond the children at home stage. He stated the development would be an improvement over the current zoning which could allow for a strip center and felt the City would be proud of it. He felt the development would go hand in glove with the marina, so the residents could have their boats stored at the marina and there was a demand for this type of development.

FAVOR: None

OPPOSE: Jack Scales, 1435 Douglas Drive, stated Mr. Walters indicated the proposal should not affect the school system and asked if the development would be age restricted. Jim Walters clarified the proposal was not age restricted; however, because of the location, ambiance and price point of the condos, he felt they would be occupied by empty nesters. Mr. Scales stated he was concerned with school and/or regular traffic generated by the proposed development, noting the timing on the traffic signal at Dawsonville Highway and Lanier Valley Drive does not work properly as only 3 to 5 cars egress at a time and any additional traffic will exacerbate the problem, noting they must deal with Lanier Pointe Park traffic as well.

Clyde Morris, 2375 Whippoorwill Lane, stated he was not necessarily opposed to the project but had two areas of concern. He stated the first concern was traffic which had already been expressed and he understood the City is working to address those issues. He stated the staff report noted a traffic impact study would be required and he was glad to hear it as they have learned a lot from prior traffic studies along this corridor, some of which he felt were not properly reflected because of single sampling and encouraged the City to study those closer. His other concern was the lake as he is the Chairman of the Sedimentation and Erosion Committee with the Lake Lanier Association (LLA). Although they have no jurisdiction, the LLA is very concerned about Lake Lanier and sedimentation entering the lake is a growing concern and problem which is not being properly policed in his opinion. The LLA would like to develop a program and get participation from all developers who are developing around the lake to establish precautions such as double or triple silt fencing in areas closest to the lake with a high slope to prevent sedimentation from entering the lake during heavy rain periods like we have experienced recently. Mr. Morris stated the staff report only mentioned that proper soil and erosion measures would be followed but felt more precautions should be taken otherwise there could be a real mess in the lake which no one wants to incur costs to clean it up. He stated there should be proper structures in design and in construction, noting the sedimentation ponds and buildings at Northlake Square were not constructed properly, broke and did not function as they were intended, so he didn't want to see that happen again. The LLA would like to volunteer to do monitoring if the developer would be willing to allow them to do so. He stated if a problem was detected, they would report it to the developer who could fix the issue immediately. He hoped those type things could be included in the conditions and reiterated the LLA would be happy to partner with the City on this matter.

Planning and Appeals Board Comments: Vice-Chair Fleming asked Planning Manager Matt Tate to address how the City could be more diligent regarding storm water run-off and the traffic study. Planning Manager Matt Tate stated everyone is aware of the traffic concerns on Dawsonville Highway and whatever traffic study would be required, there would have to be coordination between the Georgia Department of Transportation (GDOT) and the City of Gainesville Public Works Department to address those issues. He stated there are improvements which would be made with the development of the Oak Hall property across Dawsonville Highway to help with those issues. Mr. Tate stated it would be up to the developer if they want to partner with the LLA to monitor any erosion issues, but the City cannot condition something which is not formed yet, such as the program Mr. Morris mentioned. Mr. Tate stated the City already has standards and requirements in place which are discussed at pre-construction meetings, and then the developer would submit plans through the normal review process and since the development is close to Lake Lanier, extra precautions would be taken to ensure they meet water quality standards.

Chairman Carter stated the applicant is aware of the concerns and should keep a close eye on any issues during development if approved.

Planning Manager Matt Tate stated communication is key, and we would like to address any issues ahead of a rain event.

There was a motion to recommend approval of the request to rezone the subject property from General Business (G-B) to Planned Unit Development (P-U-D) with the following conditions:

Conditions

1. **The proposed use/buildings shall be generally consistent with the landscaping standards and architectural elevations provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **Prior to a permit being issued for the subject property, a Traffic Impact Study (TIS) shall be required. All access point design for the subject property shall require review and approval by the Georgia Department of Transportation and the Gainesville Public Works Department Director. All required access / traffic / sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study, shall be at the full expense of the developer/property owner.**
3. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Motion made by Board Member Martin
Motion seconded by Board Member Thompson
Vote – 6 favor, 1 vacancy

Passed: ________________

AN ORDINANCE

No. 2018-08

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 6.227± ACRES TRACT LOCATED ON THE WEST SIDE OF DAWSONVILLE HIGHWAY, NORTH OF AVONLEA WAY (A/K/A 1995 DAWSONVILLE HIGHWAY, NW) FROM GENERAL BUSINESS (G-B) TO PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-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 **Planned Unit Development, with conditions (P-U-D-c):**

Conditions

1. **The proposed use/buildings shall be generally consistent with the landscaping standards and architectural elevations provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **Prior to a permit being issued for the subject property, a Traffic Impact Study (TIS) shall be required. All access point design for the subject property shall require review and approval by the Georgia Department of Transportation and the Gainesville Public Works Department Director. All required access / traffic / sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study, shall be at the full expense of the developer/property owner.**
3. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 173, 9th Land District, the City of Gainesville, Hall County, Georgia as shown on a Retracement/Topographic survey and plat prepared by Patton Land Surveying, LLC for Lake 53, LLC dated July 10, 2017 and being more particularly described as follows:

Commencing at the common land lot corner of land lots 161, 162, 173 and 174, 9th land district having a state plane coordinate of north 1570476.04, east 2387192.08 thence South 60 degrees 06 minutes 32 seconds West for a distance of 606.18 feet to a 1/2" rebar pin set being located on the westerly right-of-way of State Route No. 53, a.k.a. Dawsonville Highway, said point being the TRUE POINT OF BEGINNING.

Thence following along said westerly right-of-way of State Route No. 53 the following courses:
Thence South 49 degrees 05 minutes 32 seconds East for a distance of 5.88 feet to a point;
Thence South 59 degrees 37 minutes 24 seconds West for a distance of 14.99 feet to a 1/2" rebar pin set;
Thence along a curve to the right having a radius of 864.93 feet and an arc length of 250.44 feet, being subtended by a chord of South 31 degrees 03 minutes 49 seconds East for a distance of 249.57 feet to a 1/2" rebar pin set;
Thence South 22 degrees 49 minutes 43 seconds East for a distance of 140.54 feet to a 1/2" rebar pin set;
Thence South 00 degrees 02 minutes 09 seconds West for a distance of 53.31 feet to a 1/2” rebar pin set;
Thence leaving said right-of-way South 55 degrees 24 minutes 29 seconds West for a distance of 32.78 feet to a point in the centerline of a creek;
Thence along said centerline of creek the following courses:
Thence South 68 degrees 59 minutes 17 seconds West for a distance of 32.97 feet to a point;
Thence South 41 degrees 13 minutes 31 seconds West for a distance of 46.12 feet to a point;
Thence South 06 degrees 25 minutes 42 seconds East for a distance of 16.69 feet to a point;
Thence South 06 degrees 31 minutes 22 seconds West for a distance of 12.52 feet to a point;
Thence South 19 degrees 23 minutes 13 seconds West for a distance of 18.67 feet to a point;
Thence South 64 degrees 42 minutes 11 seconds West for a distance of 13.81 feet to a point;
Thence South 83 degrees 00 minutes 58 seconds West for a distance of 27.61 feet to a point;
Thence South 72 degrees 18 minutes 16 seconds West for a distance of 27.59 feet to a point;
Thence South 60 degrees 48 minutes 20 seconds West for a distance of 24.29 feet to a point;
Thence South 06 degrees 17 minutes 16 seconds East for a distance of 14.68 feet to a point;
Thence South 78 degrees 49 minutes 28 seconds West for a distance of 9.70 feet to a point;
Thence leaving said centerline of creek and along the boundary line of U.S. Government Buford Reservoir (Segment “J”) North 30 degrees 26 minutes 09 seconds West for a distance of 78.86 feet to an angle iron found (Gov’t. Corner No. 173-4;
Thence South 89 degrees 29 minutes 05 seconds West for a distance of 805.89 feet to an angle iron found (Gov’t. Corner No. 174/173-C);
Thence North 59 degrees 35 minutes 03 seconds East for a distance of 997.52 feet to a point and said point being the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 6.22 acres more or less.

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 body of the City of Gainesville, Georgia.

____

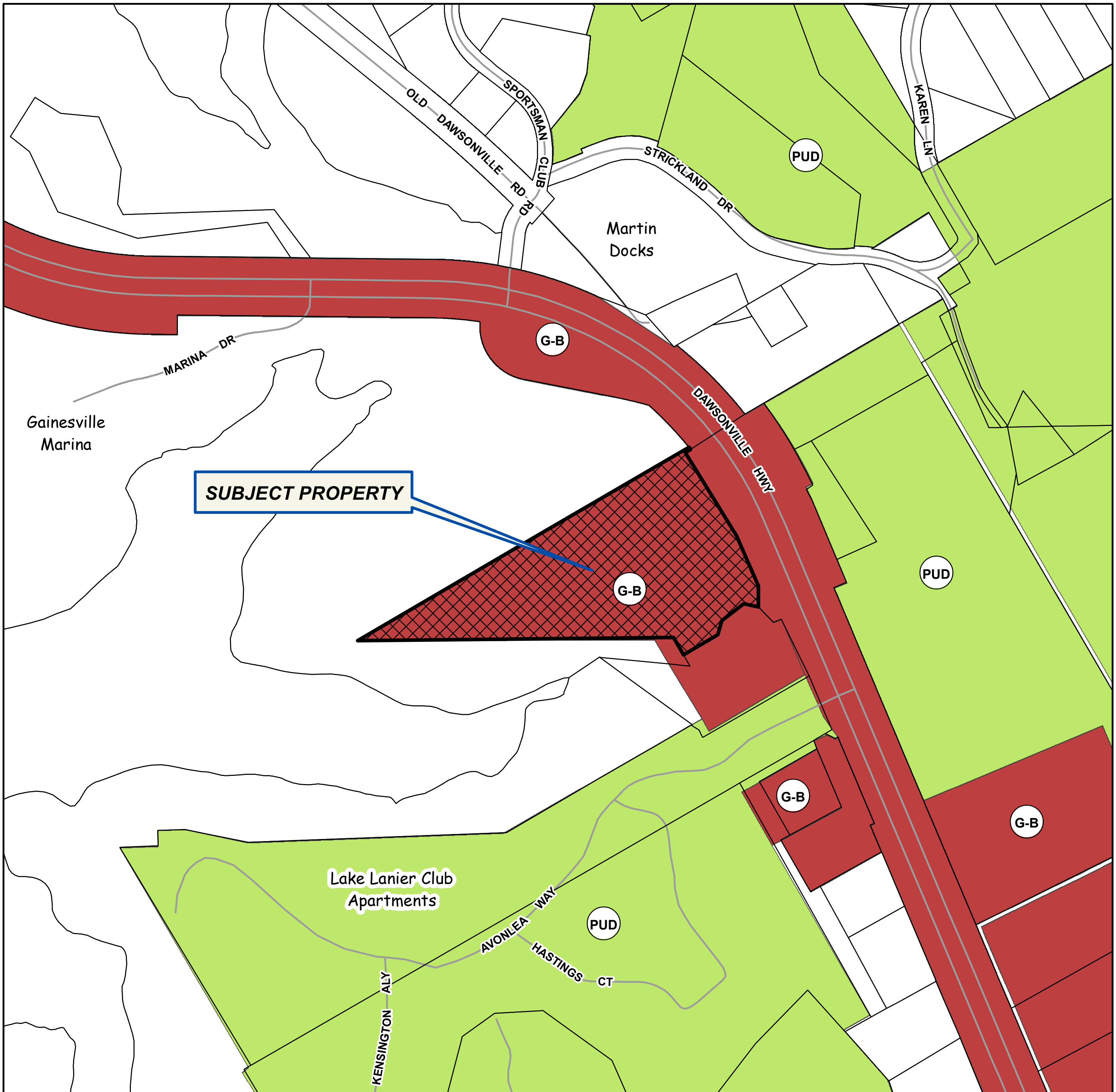
C. Danny Dunagan, Jr., Mayor

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



Applicant:

REZONING REQUEST

LAKE 53, LLC

Request:

Rezone from G-B to P-U-D on a 6.227+/- acres tract for 79 residential condos and office space

Subject Area Address:

1995 Dawsonville Highway, NW

Meeting: 3/13/2018

Prepared: 2/16/2018

Gainesville Community Development Department

Subject Property

N

0 210 420 630 840 Feet

1 " = 350 '

Tax Parcel: 01-110A-003-003

Applicant:

REZONING REQUEST

LAKE 53, LLC

Gainesville Community Development Department

Gainesville, Georgia
Since 1821
COMMUNITY DEVELOPMENT

Request:

Rezone from G-B to P-U-D on a 6.227+/- acres tract for 79 residential condos and office space

Subject Area Address:

1995 Dawsonville Highway, NW

Meeting: 3/13/2018

Prepared: 2/16/2018

Subject Property

Aerial from 2015

N

0 210 420 630 840 Feet

1 " = 350 '

Tax Parcel: 01-110A-003-003

Lake Lanier Condos Mixed Use Development
1995 Dawsonville Hwy

Current Zoning: GB
Current Use: Vacant Land
Proposed Zoning: PUD
Proposed Use: 79 Residential Condos, and 2,275 sq. ft. Office Space

Proposed Improvements: The two buildings will have at total of 79 units and one club house area. Ground floor will be a concrete parking level. Floors 2-6 will have 4 units on each floor of both buildings except one unit will be modified to serve as clubhouse area for common use. Each unit will have 2359 sq. of heated space and 285 sq. ft. of deck space. Each level will be provided garbage chute with regular trash pickup. Each building will have two elevators, one will be center in the first level parking area and the other elevator will be a freight elevator towards the front of the building. Maximum height of the building will be 80'which includes a total of 6 floors with the ground level as covered parking area. Professional office space will be 2,275 sq. ft. and will provide 9 parking spaces.

There are two entrances and exits proposed with decel lanes along Dawsonville Hwy with landscape improvements at the turn around along Dawsonville Hwy. Pedestrian improvements will include walkway & railing to Gainesville Marina. Parking will be provided under the building on ground level with additional parking in front of the buildings. Parking area will be well landscaped and meet or exceed City requirements along with a water quality control pond.

Site set backs are shown on site plan as 10' on front, rear and sides (0') zero adjacent to Corps of Engineers property except at any identified stream buffers which are 25'/50'/75'. Open space of 20% will be maintained on this site. 2.2 parking spaces will be provided for each residential unit. 1 parking space per 300 square feet of office space will be provided.

Signage: Project will maintain one monument sign not to exceed 15' in height, 80 square feet of sign face, 120 square feet of total sign structure with internal or indirect lighting.

Building: Elevation will consist of a minimum of 8/12 roof pitch parapet around the perimeter of the building. This project will have and maintain a condo home owners association. Association will collect fees and maintain all common areas, landscape, parking, pool and water quality for the project. Wall covering will be stone and concrete siding mix with a craftsman look. Amenities will include a common area of 2,225 sq. ft. for residents. Pool and cabana area will be provided for residents. Plans are to build the entire project in one phase. Office space of 2,275 square feet will be constructed with similar material and style to match the condos exterior. Office space will have the option to be split into 2 or 3 units if necessary. The developer reserves the right to change the orientation of the buildings as long as the building adhere to the required setbacks. Flexibility to orientate the buildings is necessary to provide for the maximum number of lake views possible.

Traffic: With only 79 units, traffic impact will be minimal and a traffic study is not required.

Utilities: Water and sewer will be provided by City of Gainesville. A pond for water quality will be constructed on site to filter the water before entering Lake Lanier. No detention will be required.
Timeline: Planning, marketing and preparing for financing this project will take 12 -14 months. We anticipate this project to begin Spring or Summer of 2019 and take 12 -14 months to complete.

Summary: Project will provide large upscale condos with views of Lake Lanier and connectivity with Gainesville Marina. Project will give Gainesville an upscale development on Lake Lanier that will enhance the Gateway Corridor. Give the community an opportunity for condo living along the shoreline of Lake Lanier and adjacent to Gainesville Marina. With Lake Lanier Club Apartments, City of Gainesville Regional Pump Station and Gainesville Marina as adjacent properties this will be the best use for this property.

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

GRID NORTH

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- F.X. – X-CUT FOUND
- N.F. – NAIL FOUND
- R.F. – ROCK FOUND
- R.R.F. – RAILROAD SPIKE FOUND
- T.F. – TACK FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET WITH CAP
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- W.I. – WEIR INLET
- Y.I. – YARD INLET
- C.V. – CABLE TV VAULT
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- T.V. – TELEPHONE VAULT
- T.P. – TELEPHONE POLE
- T.M.H. – TELEPHONE MANHOLE
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.P.B. – ELECTRIC PULL BOX
- P.M. – POWER METER
- P.P. – POWER POLE
- F.L. – FLOOD LIGHT
- S.P. – SERVICE POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- I.C.V. – IRRIGATION CONTROL VALVE
- W.P. – WELL POINT
- S.P.G. – WATER SPIGOT
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- S.V. – SANITARY GATE VALVE
- H.W. – HARDWOOD TREE
- P.T. – PINE TREE
- M.T. – MISCELLANEOUS TYPE TREE
- U.M. – UNKNOWN TYPE MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- P. – PROPANE TANK
- F.P. – FLAG POLE
- T.S.P. – TRAFFIC SIGNAL POLE
- T.S.B. – TRAFFIC SIGNAL BOX
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- M.W. – MONITORING WELL
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- S.W.C.B. – SINGLE WING CATCH BASIN
- D.W.C.B. – DOUBLE WING CATCH BASIN
- I.E. – INVERT ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- B.C.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. – POLYVINYL CHLORIDE PIPE
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —T— – BURIED TELEPHONE LINE
- —\— – OVERHEAD TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —G— – BURIED GAS LINE
- —E— – BURIED ELECTRIC LINE
- —TV— – BURIED CABLE TV
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- —X— – WIRE FENCE
- —OHP— – OVERHEAD POWER LINES
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- INTX – INTERSECTION
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- ⌐ – CONTINUOUS OWNERSHIP

SURVEYOR'S NOTES:

1. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA (AREA BELOW 1085' CONTOUR LINE) PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0180 F, EFFECTIVE DATE: SEPTEMBER 29TH, 2006. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.

2. THIS PROPERTY IS AFFECTED BY THE HALL COUNTY FUTURE FLOOD AREA AS SHOWN ON HALL COUNTY GIS WEB SITE LOCATED AT: http://gis.hallcounty.org/Public/WebPages/Map/FundyViewer.aspx

3. IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS, BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.

4. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.99989216. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).

6. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

7. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTOURS WERE PROVIDED BY THE HALL COUNTY G.I.S. DEPARTMENT AND ARE SHOWN AT 2-FOOT INTERVALS.

8. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 17,440 FEET AND AN ANGULAR CLOSURE OF 00'00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY H.R., J.H. & J.J..

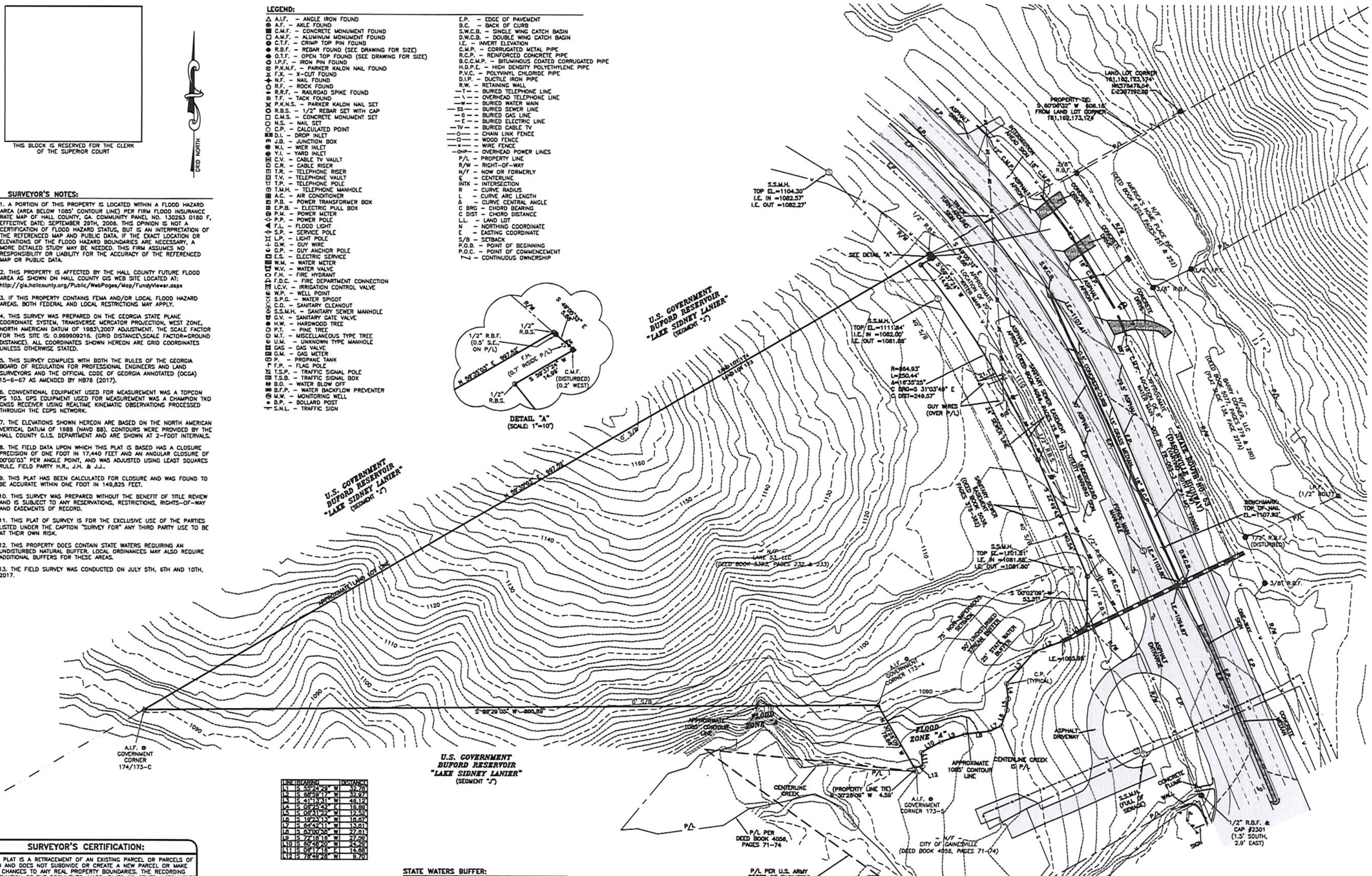
9. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 149,825 FEET.

10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

11. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

12. THIS PROPERTY DOES CONTAIN STATE WATERS REQUIRING AN UNDISTURBED NATURAL BUFFER. LOCAL ORDINANCES MAY ALSO REQUIRE ADDITIONAL BUFFERS FOR THESE AREAS.

13. THE FIELD SURVEY WAS CONDUCTED ON JULY 5TH, 6TH AND 10TH, 2017.



LINE	BEARING	DISTANCE
L1	S 55°24'29" W	32.70'
L2	S 08°59'17" W	32.97'
L3	S 41°13'31" W	40.12'
L4	S 08°25'42" E	16.69'
L5	S 06°31'22" W	12.52'
L6	S 19°23'13" W	10.67'
L7	S 64°42'11" W	13.01'
L8	S 63°00'58" W	27.01'
L9	S 77°18'18" W	27.09'
L10	S 60°48'20" W	24.29'
L11	S 09°17'18" E	14.69'
L12	S 78°49'28" W	9.70'

SURVEYOR'S CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT, COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15-6-67.

Chris M. Patton

CHRIS M. PATTON, GA. R.L.S. #2647 — DATE: 07/10/2017

AREA: 6.22 ACRES

WATER SERVICE BY: CITY OF GAINESVILLE

SEWER SERVICE BY: CITY OF GAINESVILLE

STATE WATERS BUFFER:

AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY OR COUNTY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. THERE SHALL BE A 50-FOOT UNDISTURBED BUFFER AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. THERE SHALL BE A 75-FOOT IMPERVIOUS SET-BACK AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION.

WETLANDS INFORMATION:

AS PER THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY AS RESEARCHED ON THE FOLLOWING WEB SITE: HTTP://WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML. THIS PROPERTY DOES NOT CONTAIN WETLANDS. NO FORMAL WETLANDS STUDY HAS BEEN PERFORMED FOR THIS SITE UNLESS OTHERWISE NOTED.

ZONING AND BUILDING SETBACKS (S/B):

INFORMATION PROVIDED BY HALL COUNTY G.I.S. WEB SITE LOCATED AT:
http://gis.hallcounty.org/Public/WebPages/Map/FundyViewer.aspx

CURRENT CITY OF GAINESVILLE ZONING:
G-B – GENERAL BUSINESS DISTRICT

BUILDING SETBACKS:
FRONT: 40' FROM RIGHT-OF-WAY LINE
SIDE: 0' FROM PROPERTY LINE
REAR: 0' FROM PROPERTY LINE
MAX BUILDING HEIGHT: 75'
MAX BUILDING COVERAGE: 60% OF LOT AREA

REFERENCES:

1. DEED BOOK 5393, PAGES 232 & 233
2. DEED BOOK 4056, PAGES 71-74
3. SURVEY PREPARED FOR BARRY CONNER BY PHILLIPS LAND SURVEYING, FILE NO. P2205, DATED JULY 12TH, 2005.
4. DEED BOOK 1322, PAGE 131-133

50' 0' 50' 100' 150'
GRAPHIC SCALE – 1 INCH = 50 FEET

REGISTERED PROFESSIONAL LAND SURVEYORS

PATTON LAND SURVEYING, LLC

P.O. BOX 256
GAINESVILLE, GA 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

HALL COUNTY SURVEYOR

RETRACEMENT/TOPOGRAPHIC SURVEY FOR:

LAKE 53, LLC

– LOCATED IN –

LAND LOT 173
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
1.	7/18/2017	PROPERTY TIE

SHEET NUMBER: 1 of 1
SCALE: 1" = 50'
SURVEY DATE: 07/10/2017
PLAT DATE: 07/10/2017
17-153.dwg
JN. 17-153

PRELIMINARY SITE PLAN

0 25 50 100 200

SCALE: 1" = 50'

VICINITY MAP

GAINESVILLE, GA NOT TO SCALE

SITE INFORMATION

CURRENT ZONING	PR
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD)
CURRENT USE	VACANT
PROPOSED USE	PLANNED UNIT DEVELOPMENT
RESIDENTIAL	
BUILDING 1	
BUILDING AREA (FOOTPRINT)	±22,000 S.F.
BLDG. PARKING (PER ARCHITECT)	45 SPACES
SURFACE PARKING PROVIDED	36 SPACES
BUILDING 2	
BUILDING AREA (FOOTPRINT)	±22,000 S.F.
BLDG. PARKING (PER ARCHITECT)	45 SPACES
SURFACE PARKING PROVIDED	48 SPACES
TOTAL RESIDENTIAL UNITS	79 UNITS
TOTAL PARKING REQUIRED	174 SPACES: 2 + 0.2 / UNIT
TOTAL PARKING PROVIDED	174 SPACES
PARKING RATIO	2.20 SPACES/UNIT
OFFICES	
BLDG S.F.	±2,275 S.F.
PARKING REQUIRED	9 SPACES: 1/300 S.F.
PARKING PROVIDED	9 SPACES
PROPOSED RESIDENTIAL DENSITY	12.7 UNITS PER ACRE
BUILDING HEIGHT (MAXIMUM)	80'
BUILDING COVERAGE (MAXIMUM)	35%
IMPERVIOUS COVERAGE (MAXIMUM)	80%
OPEN SPACE	±3.68 ACRES (51%)
TOTAL LAND AREA	6.227 ACRES

DOMESTIC WATER SUPPLY AND SANITARY SEWER CONNECTION NOTES:

1. SANITARY SEWER SHALL BE CONNECTED TO THE EXISTING SANITARY SEWER LINE ALONG THE EAST PROPERTY LINE (R.O.W.)

2. DOMESTIC WATER SERVICE SHALL BE CONNECTED TO THE EXISTING WATER MAIN ALONG THE EAST PROPERTY LINE. (R.O.W.)

BUILDING SCHEDULE:

BEGIN: OCTOBER 2018
COMPLETION: NOVEMBER 2019

PRELIMINARY SITE PLAN DISCLAIMER:

SITE PLAN BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON RETRACTABLE/TOPOGRAPHIC SURVEY BY PATTON LAND SURVEY LLC., DATED 07/10/2017.

PAULSON MITCHELL INCORPORATED
LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com

PROJECT:

POST CONDO DEVELOPMENT

LAND LOT 173
9TH LAND DISTRICT
DAWSONVILLE HWY (HWY 53)
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

FOR:

AMERICA'S HOMEPLACE, INC.

P.O. BOX 1316
2144 HILTON DR.
GAINESVILLE, GA 30503
CONTACT: Keith Brown
678-989-5268

ZONING INFORMATION

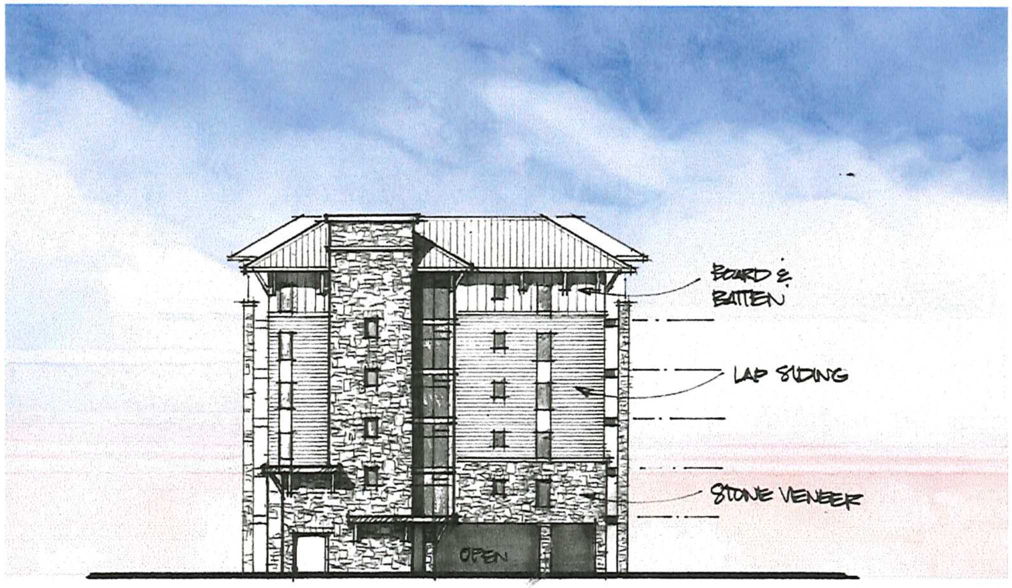
ZONING RESEARCH DATE: JULY 2017

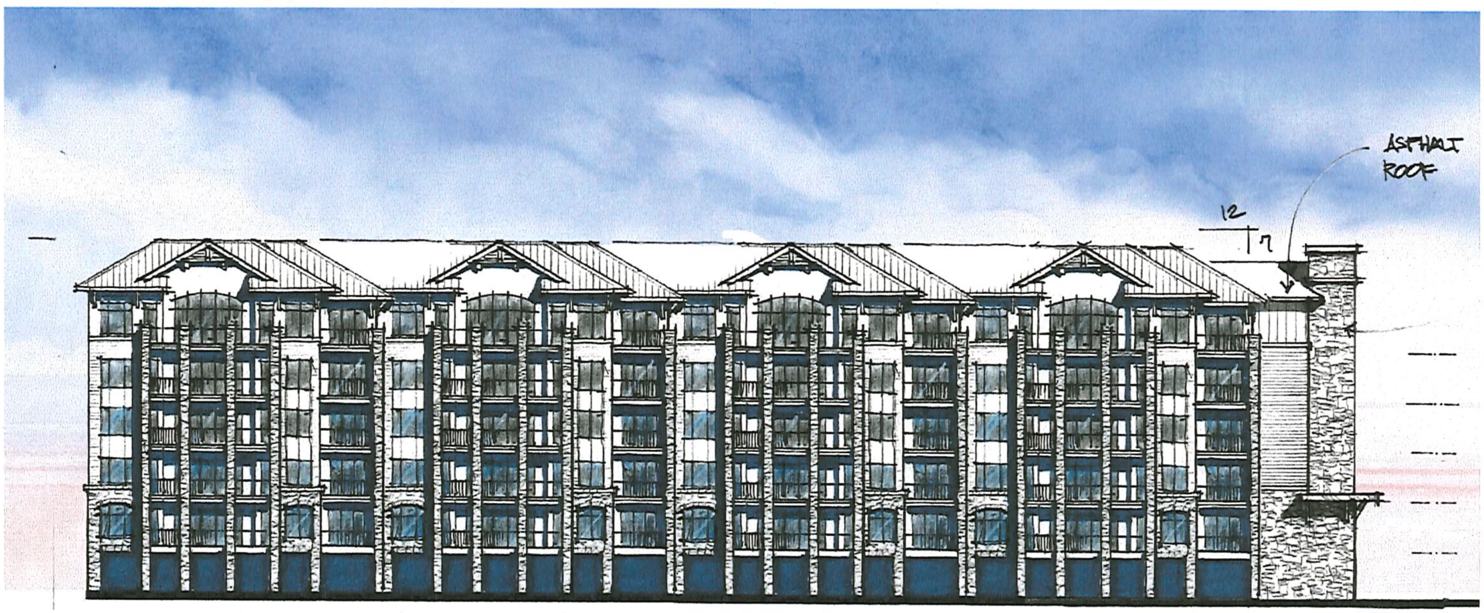
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF GAINESVILLE, GA
EX. ZONING:	GB (GENERAL BUSINESS)
PROPOSED:	PUD
BUILDING SETBACKS	
FRONT (PROPOSED):	30'
SIDE:	0' (ADJ. TO C.O.E.)
REAR:	NONE
LANDSCAPE STRIP/ BUFFERS	
FRONT/STREET:	10' L.S.S.
SIDE:	25'/50'/75' STREAM BUFFER
REAR:	NONE
BUILDING SUMMARY	
MAX. BUILDING HT.:(PROPOSED)	80' (6 STORIES)
MAX. BUILDING COVERAGE:	35%
PARKING SUMMARY	
RESID. REQ.:	2.2 SPACES/3 BEDROOM UNIT
OFFICE REQ.:	1/300 S.F.
STANDARD STALL (PROPOSED):	8'-9" x 17'-6"
COMPACT STALL DIMENSIONS:	8' x 17'
COMPACT STALLS ALLOWED:	20% (7% PROPOSED)
MIN. 90/60 AISLE WIDTH:	24'/24'
LANDSCAPE REGULATIONS	
TREE DENSITY (PROPOSED):	18 UNITS/ACRE
ISLAND REQ.:	1 ISLAND/20 SPACES
MIN. ISLAND SIZE/WIDTH:	150 S.F./9'
OPEN SPACE %:	20%
FEMA MAP	
FIRM PANEL #:	--
DRAWING RECORD	
DRAWN BY:	SHH

2015203 PS-7

PRELIMINARY SITE PLAN

SHEET **PS-7**





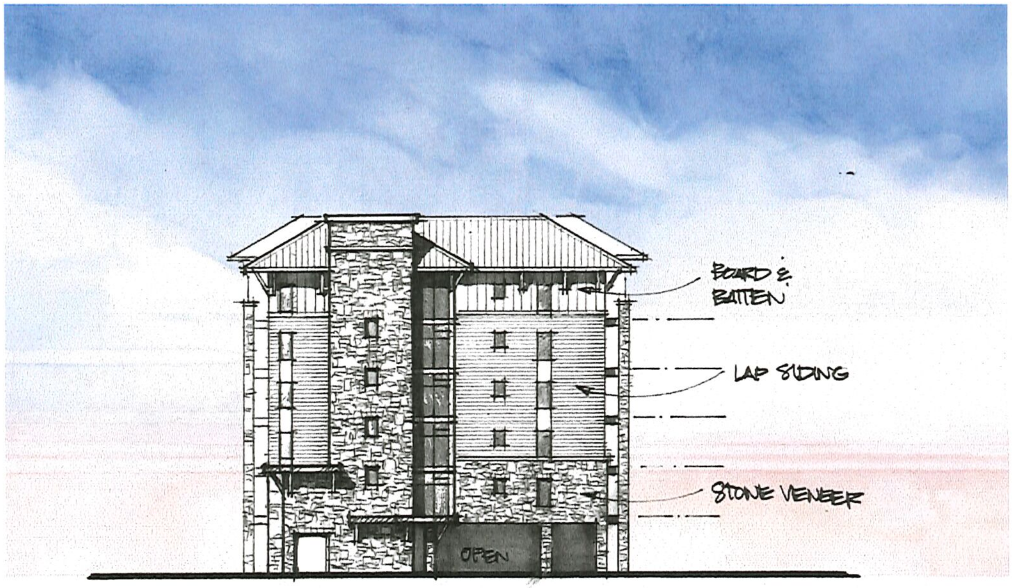
studio
ARCHITECTS

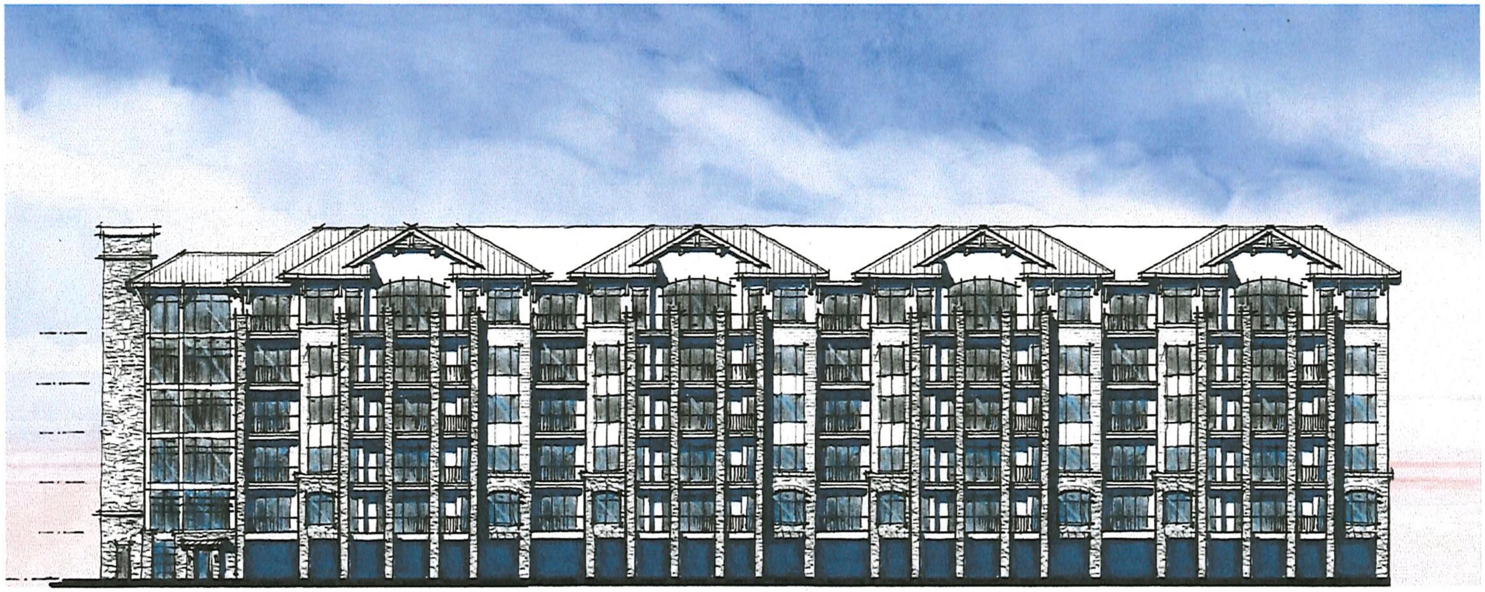
LAKE LANIER CONDOS -- VISION & STRATEGY

GAINESVILLE, GA

NOVEMBER 9, 2017

AMERICA'S HOME PLACE





studio ARCHITECTS

LAKE LANIER CONDOS -- VISION & STRATEGY

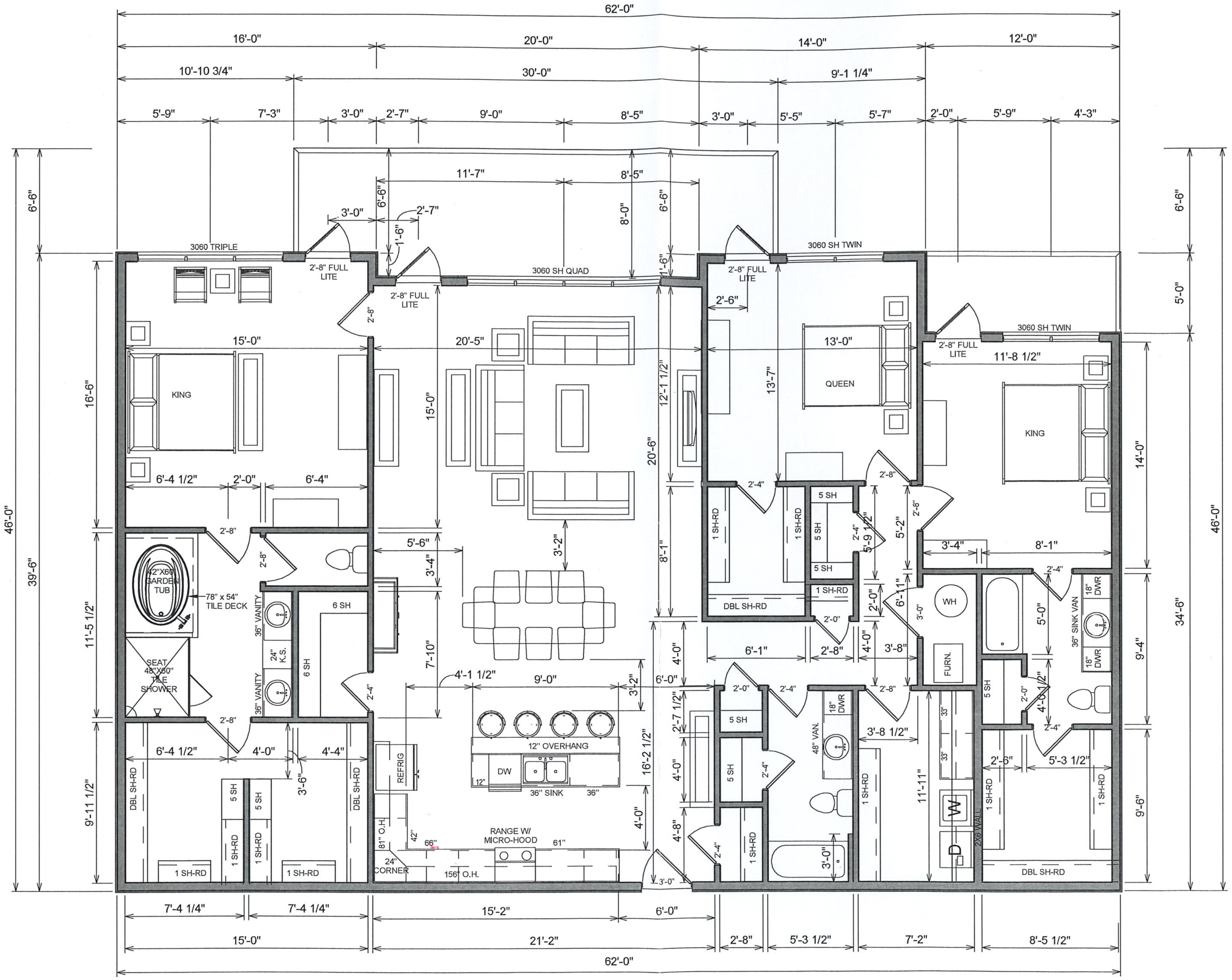
GAINESVILLE, GA

NOVEMBER 9, 2017

AMERICA'S HOME PLACE

studio ARCHITECTS

LAKE LANIER CONDOS -- VISION & STRATEGY
GAINESVILLE, GA
NOVEMBER 9, 2017



1 FIRST FLOOR PLAN - DESIGN

1/8" = 1'-0"

REVISED 10/09/2017

OPT. PAPER SIZE: For 1/4" =1'-0" on 24"x36" PAPER SIZE ENLARGE PRINTS TO 200%

Revision Schedule

Rev. #	Description	
		12-30-17

AREAS:

Name	Area
HEATED	2359 SF
HEATED TOTAL	2359 SF
DECK 1	225 SF
DECK 2	60 SF
TOTAL DECKS	285 SF

THE: CONDO LAYOUT

FOR: CUSTOMER NAME

ADDRESS

SOLD BY: BC

OFFICE: SALES OFFICE

JOB# XXX-XX-XXX

2x4 EXTERIOR WALLS UNLESS OTHERWISE NOTED

FOUNDATION TYPE: CRAWSPACE

S:\Research & Design\Condo unit\Condo Unit-10062017.rvt

DRAWN BY: Author

CHECKED BY: Checker

PRINT DATE: 10/9/2017 7:24:44 PM

PROPERTY OF:

SHEET NUMBER: DP-3

FIRST FLOOR DESIGN PLAN

PAPER SIZE: 11" x 17"

SCALE: 1/8" = 1'-0"

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/29/2018

Presenter: Matt Tate

Item of Business: Request from **John Harris** to rezone a 5.73± acres tract located on the southeast side of Lanier Valley Drive, west of Otila Drive (a/k/a **1331 Lanier Valley Drive NW**) from Residential-II (R-II) and General Business (G-B) to General Business (G-B). **Ward Number: One.** Tax Parcel Number(s): 01-115-002-002. **Request: Non-profit residential facility.**

Meeting Date: 4/17/2018

Purpose of Request:

The applicant is proposing to rezone the subject property for a local non-profit residential facility that will provide counseling, support groups and residential services/housing for primarily women and children in need of assistance. The property has a split zoning of General Business (G-B) and Residential-II (R-II) and the applicant desires to rezone the entire property to General Business (G-B). The property is undeveloped, heavily wooded, and contains a 100-foot wide power line easement. The proposal includes the construction of a 15,000 square foot residential style building that will consist of 3,000 square feet of office space, 5,000 square feet of support group rooms and 7,000 square feet of residential space. A gated driveway is proposed from Lanier Valley Drive and the property will be fenced and landscaped to screen all building, parking and outdoor areas. The adjacent uses include a Georgia Power substation, daycare, multi-family apartments, church and single-family homes.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Planning staff and the PAB recommended conditional approval with eight conditions. See the attached PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS:

Approval of Ordinance 2018-09:
I move to approve an ordinance to rezone the subject property from Residential-II and General Business to all General Business with eight conditions as presented.

Denial of the Ordinance:
I move to deny this request.

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
🗋	Legal Ad	Legal Ad
🗋	PAB Recommendation Report	Report
🗋	Ordinance 2018-09	Ordinance
🗋	Location Maps	Backup Material
🗋	Narrative	Backup Material
🗋	Survey	Backup Material
🗋	Site Plan	Backup Material
🗋	Architectural Renderings	Backup Material
🗋	Letter of Favor	Backup Material

LEGAL AD
Gainesville City Council

Publish Sunday, April 1, 2018
THE TIMES

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, April 17, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **Lake 53, LLC** to rezone a 6.227± acres tract located on the west side of Dawsonville Highway, north of Avonlea Way (a/k/a **1995 Dawsonville Highway NW**) from General Business (G-B) to Planned Unit Development (P-U-D).
   Ward Number: One
   Tax Parcel Number(s): 01-110A-003-003
   Request: 79 residential condos and office space

2) Request from **John Harris** to rezone a 5.73± acres tract located on the southeast side of Lanier Valley Drive, west of Otila Drive (a/k/a **1331 Lanier Valley Drive NW**) from Residential-II (R-II) and General Business (G-B) to General Business (G-B).
   Ward Number: One
   Tax Parcel Number(s): 01-115-002-002
   Request: Non-profit residential facility

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

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

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property Owner................................ John Harris
Location.. 1331 Lanier Valley Drive
Request... Rezone from R-II and G-B to G-B
Total Acres .... 5.73± acres
Ward.. One
Proposed Use.. Non-profit residential facility
Planning Division Staff Recommendation .... **Approval, with conditions**
Planning and Appeals Board Recommendation.... **Approval, with conditions**
Date... March 13, 2018

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

The applicant is proposing to rezone the subject property for a local non-profit residential facility that will provide counseling, support groups and residential services/housing for primarily women and children in need of assistance. According to the applicant, the facility is not designed to provide rehabilitation for addiction, nor is it to provide services or housing for criminal offenders. There will be trained employees on site 24 hours a day/every day.

The property has a split zoning of General Business (G-B) and Residential-II (R-II) and the applicant desires to rezone the entire property to General Business (G-B). The property is undeveloped, heavily wooded, and contains a 100-foot wide power line easement. The proposal includes the construction of a 15,000 square foot building that will consist of 3,000 square feet of office space, 5,000 square feet of support group rooms and 7,000 square feet of residential space. Specifically, there will be 17 residential bedrooms, 6 common areas, 6 support group rooms, and 15 offices. The residents will be families with an average of 3 members totaling 51 people or less at any given time. The proposed building will be residential in character and a maximum of two stories in height. The property will be fenced and landscaped to screen all building, parking and outdoor areas. A gated entrance drive is proposed from Lanier Valley Drive which is within the jurisdiction of Hall County.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
Northeast	Power substation; Church; Commercial retail/restaurant	General Business (G-B)
Northwest	Apartments; Daycare Center; Single-family home (county)	Residential-II (R-II) General Business (G-B) Agricultural Residential-III (AR-III)
Southeast	Apartments	Residential-II (R-II)
Southwest	Single-family homes (county); Apartments	Agricultural Residential-III (AR-III) Residential-II (R-II)

The subject property is located just west of Dawsonville Highway and east of Lake Lanier. Other nearby significant uses includes the Lanier Pointe Park Athletic Complex and the Northlake Square Shopping Center (Academy Sports).

- ***Other Departmental Comments***

According to the Gainesville Public Works Department, a Traffic Impact Study (TIS) will be not be required for the development at this time based on the information provided. However, once the development proceeds, the developers engineering firm will be required to add projected trip generations to the design plans. The concern is in regards to the development traffic adding to the congestion on Dawsonville Highway and the ball field traffic on the weekends. The development shall coordinate with the Georgia Department of Transportation (GDOT) to establish improvements required by the developer along Dawsonville Highway. The documents from GDOT shall be submitted to the Public Works Department pertaining to improvements along the corridor. The development shall coordinate with the Public Works Department regarding any necessary improvements along the City street.

- ***Zoning History***

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

2017 – A request by Oak Hall Companies, LLC to rezone a 157.98± acres tract located at 0, 1264 and 1817 Ahaluna Drive; 1876 Dawsonville Highway; 2208 Karen Lane; 0 and 2029 Strickland Drive; 0 and 1489 West Lake Drive from Residential-I-A (R-I-A), Residential-I (R-I), Planned Unit Development (P-U-D) and Regional Business (R-B) to Planned Unit Development (P-U-D) and General Business (G-B) zoning for a mixed-use, age restricted community was approved with conditions.

2017 – A request by Oak Hall Companies, LLC to annex a 50.81± acres tract with a zoning of Planned Unit Development (P-U-D) and General Business (G-B) located at 0 and 1758 Ahaluna Drive; 1508, 1550, 1740, 1746, 1758, 1760, 1934 and 1982 Dawsonville Highway; 300 and 301 Skyview Drive; 0, 2008 and 2016 Strickland Drive was conditionally approved for a mixed-use, age restricted community.

2017 – A request by Oak Hall Companies, LLC to annex a 26.16 ± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2209 Karen Lane; 2106, 2234 and 2242 Sportsman Club Road; 2049 Strickland Drive was conditionally approved for an age restricted, active adult community.

2015 – A request by West Ahaluna, LLC to annex an 8.74± acres tract with a zoning of Residential-I-A (R-I-A) located at 0 and 1264 Ahaluna Drive was conditionally approved for no proposed use.

2014 – A request by West Ahaluna, LLC to annex a 70.23± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 1817 Ahaluna Drive; 1982 Dawsonville Highway; 2208 Karen Lane; 2008, 2016 and 2029 Strickland Drive was approved with conditions. In addition, the same applicant requested to rezone a 31.93± acres tract located at 0 Ahaluna Drive NW and 1489 West Lake Drive NW from Residential-I (R-I) to Planned Unit Development (P-U-D) was also approved with conditions for a 199-lot single-family subdivision.

2013 – A request by America's Home Place, Inc. to rezone a 25.11± acres tract located at 0 and 1198 Dawsonville Highway; 1232 Ahaluna Drive and 1162 Lakeshore Circle from Residential-I (R-I), Residential-II (R-II) and Office and Institutional (O-I) to General Business (G-B) zoning for a commercial shopping center was approved with conditions.

2012 – A request by America's Home Place, Inc. to rezone a 4.711± acres tract located at 0, 1122, 1138, 1162 and 1198 Dawsonville Highway from Residential-II (R-II), Office and Institutional (O-I) and General Business (G-B) to General Business (G-B) zoning for retail, restaurant and vehicle service uses was approved with conditions.

2011 – A request by Kauffman Tire Inc. for a special use within Regional Business (R-B) zoning on a 1.19± acres tract located at 801 & 805 Dawsonville Highway was approved with conditions for an automotive tire and service store.

2010 – A request by Bill Dupree to annex a 7.11± acres tract with General Business (G-B) zoning and rezone a 2.44± acres tract from Residential-II (R-II) to General Business (G-B) located at 0, 1293, 1297 and 1139 Dawsonville Highway was approved with conditions for a business center with retail, office and restaurant uses.

- ***Staff Analysis***

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

The adjacent and nearby property consists of a mixture of single-family, multi-family semi-public and commercial uses. The surrounding zonings are Agricultural Residential-III (AR-III) within unincorporated Hall County and Residential-II (R-II) and General Business (G-B) within the City of Gainesville. Much of the development within the immediate area has included multi-family and commercial retail/restaurant growth with some limited single-family housing. It appears the proposal is suitable given the variety of uses that surround the property.

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

The proposed use should not adversely affect the existing use or usability of adjacent or nearby property over and above what uses are currently zoned for the property. The proposal includes office space, residential space and common area which will function similarly to but at a smaller scale than nearby multi-family, office and church facilities. Because the property is undeveloped, there will be an increase of traffic on Lanier Valley Drive at its intersection with Dawsonville Highway.

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

The subject property is located within the *Medium-High Density Residential* land use category within the Future Development Map for the City of Gainesville. The *Medium-High Density Residential* land use category includes areas containing or planned for single-family attached or multi-family housing at densities ranging from four to twelve units per acre. Limited light office (home occupation, etc.) use is allowed.

The subject property is also located within the *Suburban Commercial* Character Area. This area will continue to grow as a regional retail center for the City and Hall County, but should diversify over time to include multi-family housing and a higher-density mix of retail, office, services and high-quality employment. In addition, expanding premium retail could offer a variety of shopping options that are currently not available elsewhere in the City. As it grows, the area will become one of the most prominent commercial corridors and gateways into the City, and a thriving economic anchor for the northwest side. When development occurs, adequate buffers should be maintained around development to protect watersheds and sensitive environments. Land uses allowed include commercial, public / institutional, multi-family residential and mixed use.

It appears the proposed use with the recommended conditions is compatible with the purpose and intent of the Comprehensive Plan.

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

The subject property is zoned Residential-II (R-II) and General Business (G-B). In general, the Residential-II (R-II) portion of the property could be developed for multi-family housing and the General Business (G-B) zoned portion of the property could be developed for various office, commercial and institutional uses. While the General Business (G-B) zoned portion of the property currently allows for the proposed use, the applicant's desire is to have the entire property zoned General Business (G-B) which would provide more buildable space for the proposed use. Of note, the proposed non-profit residential facility would function similarly to a rooming/boarding house, crises center and office which is an acceptable use within the General Business (G-B) zoning district.

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

The nearby properties currently utilize City water and sewer services and there is sufficient capacity to serve the development.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 is located approximately 2.9 miles from the property.

There may be limited impacts to the school system depending on the number of school age children living within the facility. The Gainesville City School System currently provides bus transportation to the adjacent Carrington Park at Lake Lanier apartment complex.

Based on the established history of providing for these services to the community, the applicant estimates that daily traffic generated from the development will range from 10 to 45 visits on Saturday and Sunday, 20 to 90 visits Monday and Thursday, and 25 to 75 visits on Tuesday, Wednesday and Friday. While minimal, the additional traffic generated by the proposal or any new development will add to the existing peak hour delays experienced along Dawsonville Highway and nearby intersections.

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

The anticipated use for the subject property is for medium to high density residential.

The property is located between Dawsonville Highway and Lake Lanier, and is within one of Gainesville's most active regional commercial corridors. This area has experienced tremendous growth over the past 15 to 20 years, some of which include the Northlake Square shopping center, Carrington Park retail center, Village Shoppes of Gainesville, Home Depot, Best Buy, McEver Corners shopping center, Texas Roadhouse, Olive Garden, Cheddar's, Buffalo Wild Wings, child day care facility, a 94-room Holiday Inn Express currently under construction and Culver's Restaurant under construction. In addition, a proposed 235± acres mixed-use development located to the north between Ahaluna Drive and Sportsman Club Road was approved for a total of 860 age-restricted residential units, 56,000 square feet of commercial space and 24,000 square feet of retail/office/restaurant space. This development is anticipated to be built over the next 6 to 7 years.

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

Due to the subject property's proximity to existing residential and commercial land uses, the proposal, with the recommended zoning conditions appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this rezoning request with **G-B zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

1. **The proposed use/building shall be generally consistent with the standards depicted on the architectural pictures provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **The subject property shall be limited to the proposed use and professional office uses. A different type of non-profit residential facility is not permitted for the property.**
3. **The development shall require a minimum 35-foot wide evergreen planted buffer adjacent to all single-family properties as required by the code and upon meeting the planting requirements within the power line easement. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
4. **The property shall be limited to one monument style sign not to exceed 32 square feet in size with indirect (ground) lighting.**
5. **The proposed fence and gate shall be wrought iron or a black vinyl coated chain link fence.**
6. **Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).**
7. **All access point design for the subject property shall require review and approval by Hall County and the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development along Lanier Valley Drive or any additional improvements identified within the Traffic Impact Study, if determined necessary, shall be at the full expense of the developer/property owner.**
8. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Excerpts from the March 13, 2018 PAB Meeting Minutes

Applicant Presentation: **Eddie Hartness,** 1550 Berkeley Court, presented a letter to the Board from Stephen Lovett who is on the marketing team at the Norton Commercial Acreage Group and was not able to be in attendance. He stated this was a very unusual request because it is the first win/win request he had been associated with since he felt it would have minimal impact to the surrounding property owners. He stated the current dual zoning has made it difficult to sell, although the proposed development could be built with the current zoning in place, it would require the residential component to be located in the Residential-II area and the office component to be located in the General Business area which would mess up the property and not be very attractive. Mr. Hartness noted there would be more greenspace for the development under one zoning classification and the proposed development would be a lot less impactful than 70 apartments which could be built on the property as it is currently zoned which would obviously generate more traffic. He stated they could also go get a permit for a commercial building on the General Business portion of the property which would have more impact on traffic. The proposal actually combines the two uses that are already there into a better form that takes up less of the property, leaves more greenspace and actually limits the traffic. In conclusion, Mr. Hartness shared the following information in response to questions posed to staff by surrounding property owners: 1) The proposed office space would be used solely by the non-profit agency with resident and non-resident clients receiving counseling periodically; 2) The 17 proposed residential units are a maximum which would not be filled all the time; 3) A non-profit employee would be on the premises 24/7 which are not guards but are there to assist with the program; and 4) The building would face Lanier Valley Drive which would not be that visible from the road due to the vegetation buffer which is mainly for the privacy of the residents. He reserved the remainder of his time for rebuttal.

FAVOR: None

OPPOSE: Mandy Harris, 1459 Douglas Drive, asked others in the audience who were from the neighborhood to raise their hand of which there were eight people. She stated they were not necessarily opposed to the proposal but have a lot of questions (3 pages) which were sent to staff in which they have received some answers but still have the following concerns: 1) Traffic on Lanier Valley Drive is main concern, noting there was a severe wreck with someone pulling out of the Carrington Park Apartments recently because they don't stop at the stop sign in which staff assisted with its installation. She stated this was the third major wreck on the road in a short amount of time and they have no other exit from the subdivision so they get blocked in. She stated they also cannot get in and out during ball season at Lanier Pointe Park; 2) Speed also plays a part in accidents as the speed limit is only 35 and cars are well in excess of that; 3) The proposal estimates 10 to 90 additional trips per day on the road which will add to the traffic and speed issues; 4) Placement of the gate could cause problems with stacking traffic trying to make a left turn into the development. There is a blind curve in the road and sight distance could become an issue as well with the entrance, especially with speeding involved and drivers over the yellow line coming around the curve; 5) The traffic signal at Dawsonville Highway takes 2 to 2.5 minutes to turn and there is no left turn lane, so people are driving off the roadway to try to turn right if there is no traffic. She asked the City to encourage GDOT to make improvements to that intersection; 6) There is a natural spring on the property which has a constant flow of water and a wetlands area; 7) Concerns with an expansion of the development in the future by utilizing the greenspace; 8) Lanier Valley Drive has old ditches and culverts which get stopped up with garbage and needs to be improved; 9) Office space being rented to out to other people; and 10) Buses traveling down the road.

Sherry Kelley, 1353 Lanier Valley Drive, stated her family bought their property in 1970 and she has lived there for 48 years. She has never had a problem with the water quality from her well but her main concern was how the groundwater would be affected by the parking lot and roof water run-off from this development. She stated the detention pond would hold oil from the parking lot which would probably seep into the ground and it appears it would be located on the closest side nearest her well. She wanted to know what the setbacks would be for the detention pond as far as her well was concerned. She stated there was a larger well down the street which serviced the rest of the neighborhood but her well was right in line with the development. Other concerns she had are as follows: 1) Clarification of the location of the existing gravity flow sewer line; 2) The noise and placement of the air conditioning units, noting they would have to be at least 20 tons; 3) Dumpster location; 4) Noise from a commercial kitchen; 4) Stacking on Lanier Valley Drive with people trying to turn into the development and having to wait on a gate to open; and 5) She would like to see an environmental study completed due to the natural spring on the property and her well to protect the quality of the water. Ms. Kelley stated they had more questions they would like to address with the applicant's attorney if possible.

Jack Scales, 1435 Douglas Drive, suggested since speed cannot be regulated along Lanier Valley Drive, a good solution would be to install speed tables to slow down traffic. He stated there is a lot of pedestrian traffic along the road from the apartment complex and people out walking their dogs down to the park. Mr. Scales stated they also need a turn lane on Lanier Valley Drive and the traffic signal adjusted to allow more cars out onto Dawsonville Highway.

Clyde Morris, 2375 Whippoorwill Lane, stated there is a Gainesville-Hall County Metropolitan Planning Organization (GHMPO) Tier 2 project on the books for a potential bypass from Dawsonville Highway to McEver Road. He stated the only pathway for that bypass he could see would be along the power line cut which can be seen from the aerial location map. He was afraid we could be encroaching on that route with all the new developments in the area and if not careful, we could be boxing ourselves out of a pathway for that bypass.

Richard Harris, 1459 Douglas Drive, stated he was not necessarily opposed to the development but they have a lot of unanswered questions. He stated no one has tried to contact them regarding the development and he just heard an attorney say it is a win/win for everybody and passed out letters to the Board in which he had no idea what was in it so they would like all their questions answered before the Board approves the request.
Upon inquiry from the audience, Chairman Carter stated the options the Board could take on any agenda item and noted he would try to get answers to the questions presented, noting some of them are unanswerable by this Board.

Chairman Carter stated the applicant made the point that the property is already zoned and the development could be constructed as is, but part of the duties of this Board is to make sure each development is for the greater good of the City and the Board cannot prevent the property from being developed.

Upon inquiry by Chairman Carter, Planning Manager Matt Tate stated the potential bypass Mr. Morris mentioned as a GHMPO Tier 2 project is an area parallel to Otila Drive which has been located as a potential connector road off of Dawsonville Highway but there have been no detailed plans completed. Mr. Tate stated according to the Gainesville Public Works Department, the proposal would not interfere with the potential bypass. He stated there is a 50-feet wide strip between Otila Drive and the subject property which is not owned by the applicant and that would be the proposed route to continue on to parallel with Bluff Valley Circle but reiterated that nothing has been designed at this point.

Eddie Hartness stated to deny the rezoning request because of something that might happen in the future to keep it from being developed would be an inverse condemnation and improper. Chairman Carter stated that was a good point as road projects could take 25 years.

Chairman Carter stated he was a big fan of speed tables as they are effective at slowing traffic but was unsure how much of Lanier Valley Drive was in the City and County. Planning Manager Matt Tate stated the white shaded section of the roadway as shown on the location map is in Hall County so it would require cooperation from them to get speed tables installed, noting he could reach out to the County but encouraged the residents to talk to their County Commissioners as well.

Mr. Hartness stated they would have no problem with any improvements the City and/or County could do to help slow down traffic.

REBUTTAL: Eddie Hartness shared the following comments in rebuttal to the comments and questions stated earlier: 1) Until the request is approved the non-profit would not complete any engineering studies and surveys, with the exception of the preliminary items which were required for the application process; 2) The detention pond would naturally be located at the lower end of the property as water runs downhill, but the design of the detention pond should reduce the amount of water leaving the property by catching it, detaining it, filtering it and releasing it slowly. So there should be no effect on culverts as there would be nothing discharged except storm water since the property would be serviced by the City's water and sewer system; 3) All building codes would be met just like any other project; 4) The plan presented is conceptual and not final as the plans must go through the plan review process where things such as the double entrance gate would be reviewed in regards to sight lines and the location could change during the review process; 5) Regarding traffic stacking problems, there would be no big groups coming into the development and it would not be like a subdivision so it should not be an issue; 6) All office space would be used solely by the non-profit; 7) There is no commercial kitchen planned for the development although there may be commercial grade appliances where residents would cook for themselves; 8) Regarding Ms. Kelley's well, it should be less of a problem after the detention pond is constructed because the water would flow slower and it should be cleaner as that is how the detention pond is designed; 9) The wetlands area would be taken into consideration as you could not build in those areas which would also be addressed during the plan review process; and 10) The air conditioning units will be up next to the building.

Mr. Hartness stated that a lot of the concerns stated are things the City already regulates and although they were good questions and he understood their concerns, he did not hear anything that should cause any problems.

Chairman Carter asked about the greenspace and if it would be used for an expansion in the future as Mrs. Harris questioned. Mr. Hartness stated they are planning to keep it as greenspace at this time but could not say if an expansion may be needed in 10, 20 or 30 years from now; however, if it is expanded in the future, the expansion would have to go through the plan review process again to address any issues. Mr. Hartness stated when you look at the value to the community in the future, the proposal limits traffic and other things in comparison to what could be put there without any zoning changes and that was his reason for calling it a win/win development. He understood people don't want change, they want greenspace, but change will come to the property one way or another and this proposal benefits the property owner in the short term and benefits the neighborhood in the long term as traffic increase will be minimal with the proposal.

Planning Manager Matt Tate stated he received 34 questions from the neighborhood on Monday of which he answered and provided 19 of them to Mrs. Harris today but ran out of time to address each question as he was trying to coordinate with the applicant as well. He stated Ms. Kelley's main concern was with the water quality of the groundwater rather than storm water and how it would impact her well. He had explained to Ms. Kelley before the meeting that until we receive civil engineered plans, we would not know if there would be any impact; however, there are requirements to not only detain the water but to treat it which could be done with options such as bio-filtration, rain gardens, filter systems, etc. He stated detention ponds are designed to catch pollutants from parking lots when it rains and treat the water so it should not negatively impact the surroundings.

Mr. Tate stated the proposed gate as shown on the concept plan is almost 40-feet from the front property line which exceeds code requirements and should not be a problem. He added the developer plans to fully buffer the property as much as possible and may use a type of fencing which could be buffered in such a manner as to not be visible.

Planning and Appeals Board Comments: Vice-Chair Fleming addressed Richard Harris' comment regarding the letter from Stephen Lovett presented to the Board by Mr. Hartness and explained that it simply stated why they are pursuing the rezoning. She offered to give him a copy of the letter.

There was a motion to recommend approval of the request to rezone the subject property from Residential-II (R-II) and General Business (G-B) to all General Business (G-B) with the following conditions:

<u>Conditions</u>

1. **The proposed use/building shall be generally consistent with the standards depicted on the architectural pictures provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **The subject property shall be limited to the proposed use and professional office uses. A different type of non-profit residential facility is not permitted for the property.**
3. **The development shall require a minimum 35-foot wide evergreen planted buffer adjacent to all single-family properties as required by the code and upon meeting the planting requirements within the power line easement. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
4. **The property shall be limited to one monument style sign not to exceed 32 square feet in size with indirect (ground) lighting.**
5. **The proposed fence and gate shall be wrought iron or a black vinyl coated chain link fence.**
6. **Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).**
7. **All access point design for the subject property shall require review and approval by Hall County and the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development along Lanier Valley Drive or any additional improvements identified within the Traffic Impact Study, if determined necessary, shall be at the full expense of the developer/property owner.**
8. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Motion made by Board Member Thompson
Motion seconded by Board Member White
Vote – 6 favor, 1 vacancy

Passed: ________________

AN ORDINANCE

No. 2018-09

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 5.73± ACRES TRACT LOCATED ON THE SOUTHEAST SIDE OF LANIER VALLEY DRIVE, WEST OF OTILA DRIVE (A/K/A 1331 LANIER VALLEY DRIVE, NW) FROM RESIDENTIAL-II (R-II) AND GENERAL BUSINESS (G-B) TO 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 proposed use/building shall be generally consistent with the standards depicted on the architectural pictures provided with this rezoning application including exterior materials and roof pitch to present a residential appearance.**
2. **The subject property shall be limited to the proposed use and professional office uses. A different type of non-profit residential facility is not permitted for the property.**
3. **The development shall require a minimum 35-foot wide evergreen planted buffer adjacent to all single-family properties as required by the code and upon meeting the planting requirements within the power line easement. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
4. **The property shall be limited to one monument style sign not to exceed 32 square feet in size with indirect (ground) lighting.**
5. **The proposed fence and gate shall be wrought iron or a black vinyl coated chain link fence.**
6. **Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).**

7. **All access point design for the subject property shall require review and approval by Hall County and the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development along Lanier Valley Drive or any additional improvements identified within the Traffic Impact Study, if determined necessary, shall be at the full expense of the developer/property owner.**
8. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Legal Description

BEGINNING at a Land Lot corner common to Land Lot 172 and Land Lot 171 of the Ninth Land District and Land Lot 4 and Land Lot 5 of the Eight Land District; THENCE N29-28 W 850.0 feet to an iron pin found; THENCE N 59-27 E 350.0 feet to an iron pin found; THENCE N 07-59 E 350.23 feet to a point; THENCE N 26-38 E 926.76 feet to a point; THENCE N 58-02 E 163.0 feet to an iron pin found; THENCE N 25-52 W 107.0 feet to an iron pin set, said iron pin being the TRUE POINT OF BEGINNING; THENCE N 25-52 W 293.9 feet to an iron pin found; THENCE 22-58 W 93.3 feet to a point; THENCE 15-36 W 65.1 feet to an iron pin found; THENCE S 57-48 W 110.8 feet to an iron pin found on the southeastern right of way of Lanier Valley Road (80 foot right of way); THENCE along said right of way N 24-29 E 485.7 feet to a point; THENCE continuing along said right of way N 32-36 E 177.3 feet to a point; THENCE continuing along said right of way N 60-36 E 128.9 feet to an iron pin set; THENCE leaving said right of way bearing S 27-06 W 299.4 feet to an iron pin set; THENCE S 62-53 E 299.5 feet to an iron pin set; THENCE N 24-16 E 437.4 feet to an iron pin set; THENCE S 50-32 E 55.4 feet to a point; THENCE S 26-38 W 1084.12 feet to the TRUE POINT OF BEGINNING.

Said tract contains 5.73 acres, more or less, as reflected on a plat of survey for Lee Waldrip, by Henry Bailey, Georgia Registered Land Surveyor 1586, dated May 3, 1973, as subsequently revised on May 30, 1974, as subsequently revised on October 24, 1977, as subsequently revised on January 10, 2001.

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 body of the City of Gainesville, Georgia.

____

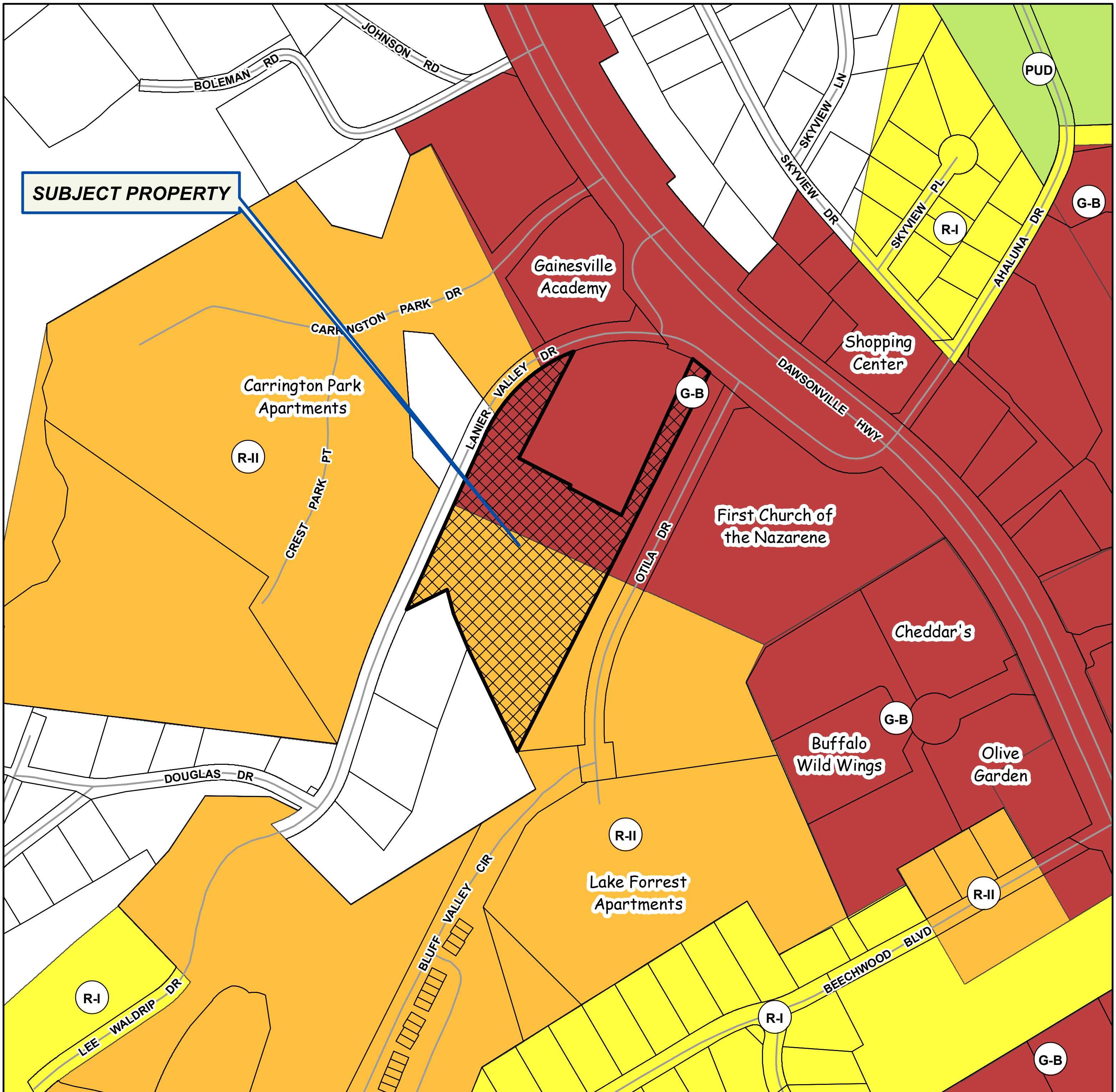
C. Danny Dunagan, Jr., Mayor

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



Applicant:

REZONING REQUEST

JOHN HARRIS

Gainesville, Georgia
Since 1821
COMMUNITY DEVELOPMENT

Request:

Rezone from R-II and G-B to G-B on a 5.73+/- acres tract for a non-profit residential facility

Subject Area Address:

1331 Lanier Valley Drive, NW

Meeting: 3/13/2018

Prepared: 2/16/2018

Gainesville Community Development Department

Subject Property

N

0 210 420 630 840 Feet

1 " = 350 '

Tax Parcel: 01-115-002-002

Applicant:

REZONING REQUEST

JOHN HARRIS

Gainesville Community Development Department

Gainesville, Georgia Since 1821 COMMUNITY DEVELOPMENT

Request:

Rezone from R-II and G-B to G-B on a 5.73+/- acres tract for a non-profit residential facility

Subject Area Address:

1331 Lanier Valley Drive, NW

Meeting: 3/13/2018

Prepared: 2/16/2018

Subject Property

Aerial from 2015

N

0 210 420 630 840 Feet

1 " = 350 '

Tax Parcel: 01-115-002-002

NARRATIVE REPORT

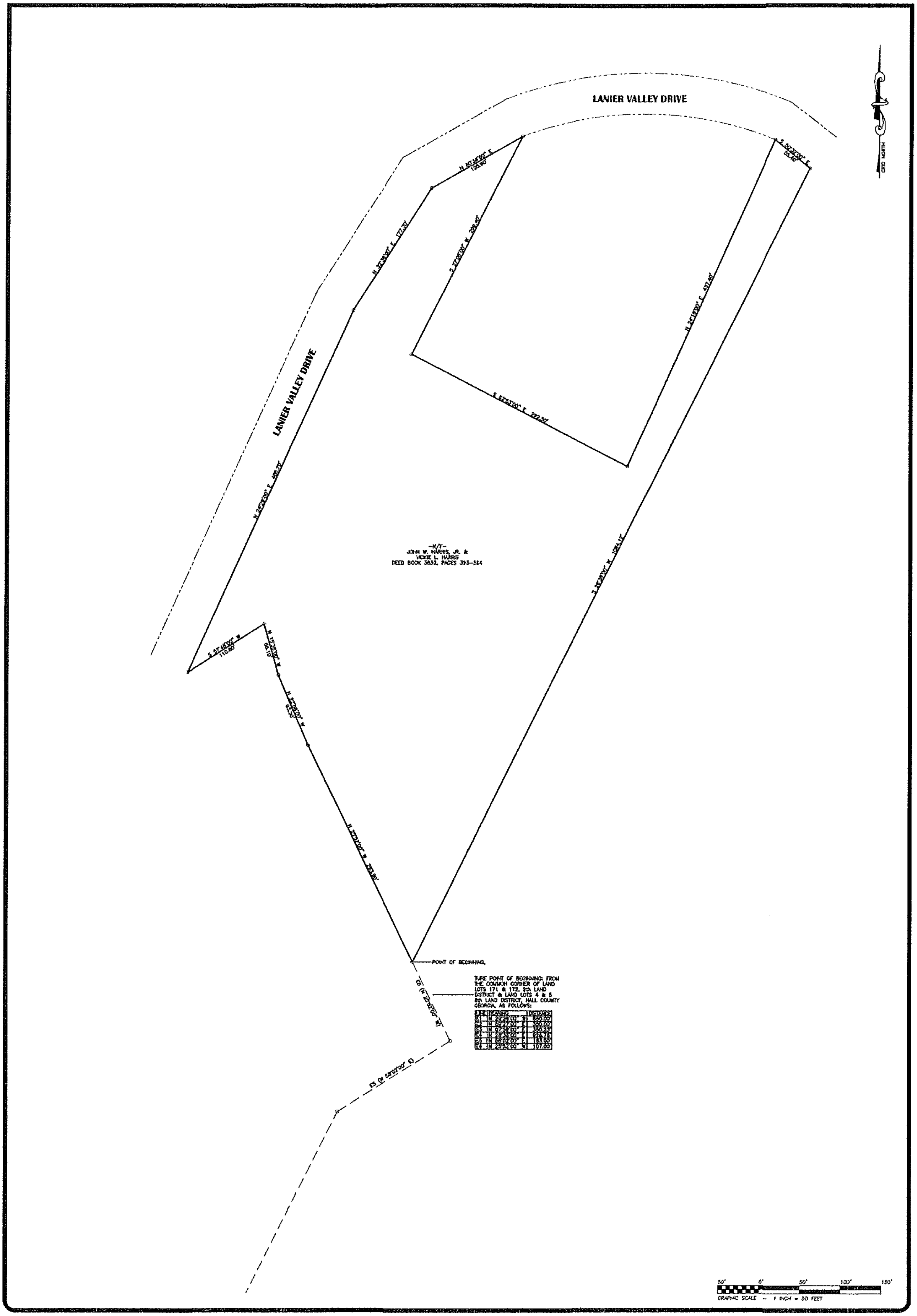
The seller is attempting to rezone this property to General Business so that it may accommodate a local nonprofit agency that provides counseling, support groups and residential services. The people receiving services in this facility will primarily be women and their children who are needing assistance through no fault of their own. The purpose of the services offered is not to provide rehabilitation for addiction, nor is it to provide services housing for criminal offenders. Trained employees will be on site 24/7/365.

Based on its established history of providing these services in the community, the agency estimates that it will have the following traffic counts in this location:

Saturday – Sunday	10-45 visits per day.
Monday and Thursday	20-90 visits per day.
Tuesday, Wednesday and Friday	25-75 visits per day.

The facility will be approximately 15,000 SF. The space will be used roughly in the following way:

3,000 staff offices
7,000 residential spaces
5,000 support group rooms.



SHEET NUMBER: 1 of 1
SCALE: 1" = 50'
SURVEY DATE: N/A
PLAT DATE: 01/23/2018
18-007.dwg
JN. 18-007

No.	DATE	DESCRIPTION

REVISIONS

SPECIAL EXHIBIT FOR:

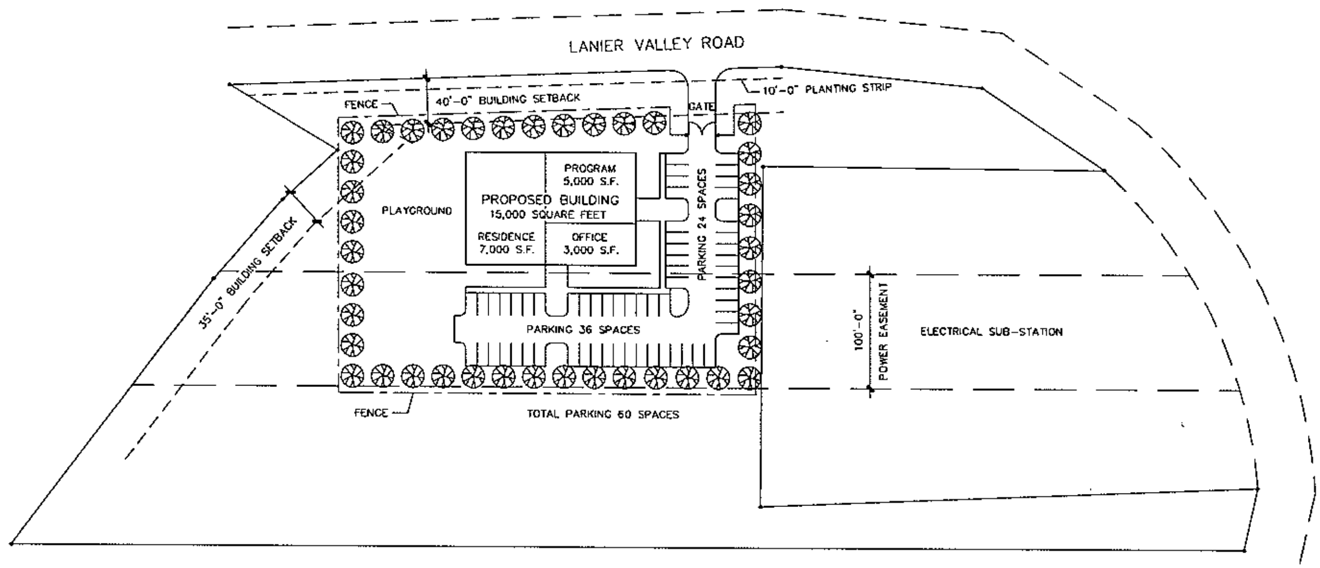
JOHN W. HARRIS, JR. & VICKIE L. HARRIS

- LOCATED IN -

LAND LOT 172
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

COMPUTATIONS BY: CMP
SURVEYED BY: N/A
DRAFTED BY: CMP
CHECKED BY: C.M.P.

PATTON LAND SURVEYING, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com



SITE PLAN

SCALE: 1" = 50'-0"

Bailey Associates

CALM G PROPERT HOLDINGS
GAINESVILLE, GEORGIA

Project No 18001
Drawn By JKB
Checked By
Date JAN. 26, 2018
Revisions

C1
OF 1

HANDOUT
Distributed during
3/13/2018
[X] PAB [ ] HPC

To Whom It May Concern,

I am sorry that I am not able to attend the meeting this evening. My name is Stephen Lovett and I live at 1023 Green Street Circle in Gainesville. I am part of the marketing team at the Norton Commercial Acreage Group who has been involved in the marketing of the property at 1331 Lanier Valley Drive. Our firm has been actively marketing the property for more than 2 years now and have discussed the property with multiple qualified prospects in detail. I wanted to discuss the challenge that we have encountered in marketing the property because the small 5.73 acre tract has a split zoning of G-B and R-II. We have been turned away by multiple prospects because the split zoning renders the property difficult to develop in a way that complies with each zoning in the designated areas. Developers are very busy and backed up now with projects that take priority over this property because of other properties having the desired zoning in place or the other properties are larger in size and scale. I have had several developers comment that if the property was converted to a single zoning, general business, then they would like to explore pursuing the property. However, due to their busy schedules, they are not willing to take on the effort of pursuing a rezoning for a property of this size.
Rezoning the property to General Business for the entire property would be something we would pursue even without a contract on the property. It simply makes sense from a marketing and feasibility perspective.

I hope that you will consider this request to allow the property to be zoned in one designation instead of two. I request that you grant this zoning to be G-B for the entire tract.

Thank you for your consideration,

Stephen Lovett