



AGENDA

**Gainesville Mayor/Council Meeting
Tuesday, November 5, 2019, 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:

PRESENTATIONS / RECOGNITIONS:

A. Proclamation: National Family Month

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Cemetery Advisory Committee
 - Position held by Glenda Pierce (*reappointment*)
- B. Gainesville Non-Profit Development Foundation
 - Position held by Maria Calkins (*reappointment*)
- C. Main Street Gainesville Advisory Board
 - Position held by Amanda Kroll McClure
- D. Planning and Appeals Board
 - Position held by Eddie Martin, Sr. (*reappointment*)
 - Position held by Doug Carter (*reappointment*)
 - Position held by Kelvin Simmons (*reappointment*)

Minutes

- A. October 10, 2019 Work Session
- B. October 15, 2019 Mayor/Council Meeting

Resolutions

- A. BR-2019-37 Cooperation Agreement with Melrose Homes Redevelopment, LP
- B. BR-2019-38 Intergovernmental Agreement between Gainesville and Flowery Branch for Billing Services
- C. BR-2019-39 Youth Sports Complex Property Acquisition

GENERAL LEGISLATION:

A. Ordinance No. 2019-29

Amend Chapter 6-4 Regarding Gainesville Civic Center

AN ORDINANCE TO AMEND SECTION 6-4-93, ENTITLED "GAINESVILLE CIVIC CENTER," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION 6 OF THE DEFINITION OF "PREMISES" IN SECTION 6-4-2, ENTITLED "DEFINITIONS," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION (h) OF SECTION 6-4-100, ENTITLED "NON-PROFIT SPECIAL TEMPORARY EVENT PERMIT," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY; TO AMEND SUBSECTIONS (f), (g), (h), AND (i) OF SECTION 6-4-101, ENTITLED "FOR-PROFIT SPECIAL TEMPORARY EVENT PERMIT," AS SET FORTH BELOW; TO AMEND SUBSECTION (g) OF SECTION 6-4-103, ENTITLED "CATERED EVENTS," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PUBLIC HEARING(S):

Annexation/Zoning Items

- A. Request from **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I). **Ward Number: Three.** Tax Parcel Number(s): 15-032-000-010C. **Request: Sewer for existing office/warehouse use.**

- Proposed Annexation Ordinance 2019-30
- Proposed Zoning Ordinance 2019-31

- B. Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I). **Ward Number: Three.** Tax Parcel Number(s): 01-033-003-003, 004 and 005. **Request: Expand existing Industrial Pipe & Supply business.**

- Proposed Rezoning Ordinance 2019-32

CITY MANAGER ISSUES:

A. Business Resolution 2019-40

Terwilliger Pappas Multi-Family Partners, LLC Purchase and Sale Agreement (110 Jesse Jewell Parkway)

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, November 4, 2019, 8:45 AM
Revised: Tuesday, November 5, 2019, 10:23 AM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/13/2019
Presenter: Mayor Dunagan
Item of Business: Proclamation: National Family Month
Meeting Date: 11/5/2019

Purpose of Request:

Recognize the importance of family as the fundamental unit of society and an essential part of our community.

History/Background:

Attendees present at the presentation will be provided by George Wangemann.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Bryan Lackey

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

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Proclamation: National Family Month	Presentation



PROCLAMATION

WHEREAS, *the City of Gainesville recognizes the family as the fundamental unit of society and an essential part of cultural, as well as, the social and spiritual fabric that comprises our communities; and*

WHEREAS, *throughout Georgia's history, families have been the foundation of our society and a source of stability and love for every generation; and*

WHEREAS, *strong families teach children to live moral lives and display values that defines a caring society; and*

WHEREAS, *spending more family time together facilitates the development of those positive values and opens relations between parents and children, hence, producing good ethics; and*

WHEREAS, *upholding the family that has sustained our social order throughout history will result in the enhancement of the health and security of Gainesville and Georgia's citizens; and*

NOW, THEREFORE, BE IT RESOLVED, *that I, C. Danny Dunagan, Jr., Mayor of the City of Gainesville, and the Gainesville City Council, do hereby proclaim the month of November, 2019 to be*

“National Family Month”

Presented on this 5th day of November, 2019

**C. Danny Dunagan, Jr., Mayor
City of Gainesville**

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/31/2019

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 11/5/2019

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: 10/24/2019
Presenter: Danny Dunagan
Item of Business: Cemetery Advisory Committee
• Position held by Glenda Pierce (*reappointment*)
Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to address the upcoming expiring term for position held by Glenda Pierce.

History/Background:

Facts & Issues for Consideration:

The Committee follows the guidelines of the City Charter, the Code of Ordinances and Business Resolution 2013-48. Cemetery Committee members serve three-year terms.

Glenda Pierce is willing to serve another term.

Department Recommendation:

The Mayor nominated Glenda Pierce for reappointment during the October 31, 2019 Work Session.

Recommend to accept the Mayor's nomination as presented.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Cemetery Advisory Committee Members	Backup Material
☐ Cemetery Advisory Committee Attendance Report	Backup Material

CEMETERY COMMITTEE

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Kelemen	Nancy	11/19/2013	5/5/2015 12/19/2017	11/19/2020
Ward 2	Coates	Bill	11/19/2013	6/7/2016 11/6/2018	11/19/2021
Ward 3	Pierce	Glenda	6/7/2016 UE	11/15/2016	11/19/2019
Ward 4	Howington	Margaret	11/19/2013	5/5/2015 12/19/2017	11/19/2020
Ward 5	Mason	Ben	11/19/2013	6/7/2016 11/6/2018	11/19/2021
Ex-Officio	Casper	Tommy	N/A		By Virtue of Position

TERM: Three-year Terms

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

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

UPDATED: 11/7/18 ag

**CEMETERY ADVISORY COMMITTEE
ATTENDANCE REPORT**

MEETING			BOARD MEMBER						
	DATE	TYPE	NAME	NAME	NAME	NAME	NAME	NAME	NAME
1			Pierce	Coates	Mason	Kelemen	Howington	Casper	
2	9/12/2019	R	1	1	1	1	1	1	
3	1/28/2019	R	0	1	1	1	1	1	
4	7/10/2018	R	0	1	1	1	1	1	
5	1/30/2018	R	1	0	1	1	1	1	
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
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22									
23									
24									
25									
26									
27									
28									
29									
30									
	TOTAL		2	3	4	4	4	4	0
	ATTENDANCE %		50%	75%	100%	100%	100%	100%	

TYPE MEETING: R = Regular Scheduled Meeting
ATTENDANCE: 0 = Absent

C = Called Meeting
 1 = Attended

NOTES: Quarterly Meetings. Two-year term limits. Regarding Mrs. Pierce's absence for the 1/28/19 meeting, she had jury duty that day.

Submitted By: Tommy Casper
 Recording Secretary

Date: 10/21/2019

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/22/2019

Presenter: Danny Dunagan

Item of Business: Gainesville Non-Profit Development Foundation

- Position held by Maria Calkins (*reappointment*)

Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to address the expired term for the position held by Maria Calkins.

History/Background:

The GNPDF follows the guidelines as set forth by the Charter, Code of Ordinances, Resolution BR-2014-16, BR-1997-48 and the By-Laws of the foundation. Members serve two-year terms.

Facts & Issues for Consideration:

Maria Calkins has confirmed her willingness to serve another term.

Department Recommendation:

The Mayor nominated Maria Calkins for reappointment during the October 31, 2019 Work Session.

Recommend to accept the nomination as presented.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ GNPDF Members	Backup Material
☐ GNPDF Attendance Record	Backup Material

GAINESVILLE NON-PROFIT DEVELOPMENT FOUNDATION

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRE
Ward 1	Calkins	Maria	3/3/2015 UE	6/7/2016 12/5/2017	10/7/2019
Ward 2	Young	Dick	12/10/2002	10/7/2014 12/6/2016 10/2/2018	10/7/2020
Ward 3	Warthen	Rebina	05/15/18 UE	10/2/2018	10/7/2020
Ward 4	Simmons	Audrey	4/6/1993	10/7/2014 6/7/2016 12/5/2017 10/15/2019	10/7/2021
Ward 5	Cochran	Broughton	5/18/2004	10/7/2014 12/6/2016 10/2/2018	10/7/2020
6 (At-Large)	Cox	Carlyle	5/6/2003	10/7/2014 12/6/2016 10/2/2018	10/7/2020
7 (At-Large)	Griffin	Joy	6/7/2016	12/5/2017 10/15/2019	10/7/2021
Ex-Officio	Brooks	Barbara	1/10/2017	1/9/2018 1/8/2019	1/7/2020

TERM: Two year terms

NOTE: The Foundation was reestablished with the adoption of Resolution BR-2014-16 on May 6, 2014. Initial terms were staggered.

CONTACT: Jessica Tullar, Program Manager & Brandy Palmero

UPDATED: 10/16/2019 ag

GAINESVILLE NON-PROFIT DEVELOPMENT FOUNDATION ATTENDANCE REPORT

MEETING			BOARD MEMBER							
	DATE	TYPE	Broughton Cochran	Carlyle Cox	Dick Young	Joy Griffin	Montine Smith (resigned 8/23/17)	Maria Calkins	Audrey Simmons	Rebina Warthen (appointed 5/15/18)
1	1/10/2018	R	1	1	1	0				
2	4/11/2018	R	1	1	1	1			1	1
3	7/11/2018	R	0	1	1	1			1	1
4	10/17/2018	R	0	1	0	1			0	1
1	1/9/2019	R	1	1	1	1			1	1
2	2/6/2019	C	1	0	1	1			1	0
3	7/17/2019	R	1	1	1	1			1	0
4	8/21/2019	C	1	1	1	0			1	1
5	10/9/2019	R								
	TOTAL		6	7	7	6		0	7	6
	ATTENDANCE %		75%	88%	88%	75%	N/A	88%	75%	

TYPE MEETING: R = Regular Scheduled Meeting
ATTENDANCE: 0 = Absent

C = Called Meeting
1 = Attended

NOTES: Quarterly Meetings. Two-year term limits. GNDF Board has held a total of 11 meetings from 2/22/17 through 9/27/19. Ms. Simmons missed the first two meetings in 2017 because the former Housing Coordinator was using Ms. Simmons work email without knowing Ms. Simmons had retired. Montine Smith resigned on 8/23/17, and Rebina Warthen was appointed on 5/15/18 to fill Ms. Smith's unexpired term. In 2017, several of the regular meetings were cancelled and two called meetings were scheduled.

Submitted By:

Allen Fleming
Recording Secretary

Date:

9/27/2019

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/24/2019

Presenter: Danny Dunagan

Item of Business: Main Street Gainesville Advisory Board

- Position held by Amanda Kroll McClure

Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to address the expired term for the position held by Amanda Kroll McClure.

History/Background:

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

Facts & Issues for Consideration:

Amanda McClure is no longer with the Quinlan.

Andrew Elliott is willing to serve on the board.

Department Recommendation:

The Mayor nominated Andrew Elliott to replace Amanda McClure during the October 31, 2019 Work Session.

Recommend to accept the nomination as presented.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Main St Board Members	Backup Material

MAIN STREET GAINESVILLE ADVISORY BOARD

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Post 1	Kroll McClure	Amanda	7/5/2011	7/16/2013 6/16/2015 8/15/2017	6/30/2019
Post 2	Tatro, Jr. Tatro Properties, LLP Pharmacon Nuclear	Claude	6/18/2019		6/30/2021
Post 3	Slaughter Occasions Florist	Carol	8/15/2017	6/18/2019	6/30/2021
Post 4	McCall	Jennifer	9/6/2016	6/19/2018	6/30/2020
Vice Chairman Post 5	Everett	Jason	7/16/2013	8/5/2014 7/19/2016 6/19/2018	6/30/2020
Post 6	Kunzer	Art	2/2/2010	7/16/2013 8/5/2014 7/19/2016 6/19/2018	6/30/2020
Post 7	Jaeger	Dale	2/1/2011 UE	7/16/2013 8/5/2014 7/19/2016 6/19/2018	6/30/2020
Ex-Officio	Bruner	Ruth	1/10/2017	1/9/2018 1/8/2019	1/7/2020

TERM: 2 year terms

CONTACT: Robyn Lynch, Communications and Tourism Director

NOTES: Appointments made by the Governing Body
All Directors shall assume their office/duties in July of each year (except for the initial Board).

UPDATED: 10/4/19 ag

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/24/2019

Presenter: Danny Dunagan

Item of Business: Planning and Appeals Board

- Position held by Eddie Martin, Sr. (*reappointment*)
- Position held by Doug Carter (*reappointment*)
- Position held by Kelvin Simmons (*reappointment*)

Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to address the upcoming expiring terms.

History/Background:

Facts & Issues for Consideration:

Board members serve two-year terms. The Board follows the guidelines as set forth in the City Charter, Code of Ordinances and the Unified Land Development Code.

Eddie Martin Sr., Doug Carter and Kelvin Simmons are willing to serve another term.

Department Recommendation:

The Mayor nominated Eddie Martin, Sr., Doug Carter, and Kelvin Simmons for reappointment during the October 31, 2019 Work Session.

Recommend to accept the nominations as presented.

Department Director:

Danny Dunagan

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

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ PAB Members	Backup Material

PLANNING APPEALS BOARD

POST	LAST NAME		APPOINTED	REAPPOINTED	EXPIRES
At-Large	Martin, Sr.	Eddie	9/16/2014 UE	12/15/2015 1/9/2018	11/30/2019
At-Large	Thompson	Ryan	11/15/2016	11/6/2018	11/30/2020
Ward 1 (Chairman)	Carter	Doug	12/15/2015	1/9/2018	11/30/2019
Ward 2 (Vice Chairman)	White	Richard (Rich)	3/21/2017	11/6/2018	11/30/2020
Ward 3	Simmons	Kelvin	3/6/2018		11/30/2019
Ward 4	Fleming	Jane	12/5/2006	1/6/2009 12/21/2010 11/20/2012 8/4/2015 11/15/2016 11/6/2018	11/30/2020
Ward 5	Delgado	Carmen	8/4/15 UE	11/15/2016 11/6/2018	11/30/2020
Ex-Officio	Brooks	Barbara	1/9/2018	1/8/2019	1/7/2020

TERM: Two year terms
(Always expire on November 30th)

NOTES: Chairman appointed by governing body.
Vice Chairman elected by the Board.

CONTACT: Rusty Ligon, Director of Community Development

UPDATED: 1/9/2019 ag

PLANNING AND APPEALS BOARD ATTENDANCE REPORT

MEETING			BOARD MEMBER						
	DATE	TYPE	CARTER	FLEMING	MARTIN	DELGADO	THOMPSON	WHITE	SIMMONS
1	1/16/2018	R	1	1	1	1	1	1	
2	2/13/2018	R	1	1	1	1	1	1	
3	3/13/2018	R	1	1	1	1	1	1	
4	5/8/2018	R	1	1	1	1	1	1	1
5	6/12/2018	R	1	1	1	0	1	1	1
6	7/10/2018	R	1	1	1	1	1	1	1
7	8/14/2018	R	1	0	1	1	1	1	1
8	9/11/2018	R	1	1	1	1	1	1	1
9	10/9/2018	R	1	1	1	1	1	1	1
10	11/13/2018	R	1	1	1	1	0	1	0
11	12/11/2018	R	1	1	1	1	1	1	1
12	1/15/2019	R	1	1	1	1	1	1	0
13	2/12/2019	R	0	1	1	0	1	1	1
14	4/9/2019	R	1	1	1	0	1	1	1
15	6/11/2019	R	1	1	1	0	0	1	1
16	7/9/2019	R	1	1	1	1	1	1	1
17	8/13/2019	R	1	1	0	1	1	1	1
18	10/8/2019	R	1	0	1	0	1	1	1
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
TOTAL			17	16	17	13	16	18	13
ATTENDANCE %			94%	89%	94%	72%	89%	100%	87%

TYPE MEETING: R = Regular Scheduled Meeting
ATTENDANCE: 0 = Absent

C = Called Meeting
 1 = Attended

NOTES: Quarterly Meetings. Two-year term limits.

Submitted By: Gwen Fleming
 Recording Secretary

Date: 10/16/2019

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/24/2019
Presenter: Denise Jordan
Item of Business: October 10, 2019 Work Session
Meeting Date: 11/5/2019

Purpose of Request:

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

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: 10/31/2019
Presenter: Denise Jordan
Item of Business: October 15, 2019 Mayor/Council Meeting
Meeting Date: 11/5/2019

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

The referenced 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: 10/25/2019
Presenter: Bryan Lackey
Item of Business: BR-2019-37 Cooperation Agreement with Melrose Homes Redevelopment, LP
Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this item is to approve an agreement that will establish a Payment in Lieu of Taxes, i.e., PILOT Payment, during the term of the lease with Melrose Homes Redevelopment, LP.

History/Background:

The Housing Authority of the City of Gainesville has entered into an agreement with Melrose Homes Redevelopment, LP which intends to lease and rehabilitate approximately 200 apartment units in the Melrose housing complex.

During the term of the lease of the property, the property will be exempt from taxation, with the exception of a Payment in Lieu of Taxes ("PILOT Payment") in the amount of \$20,000 per year during the term of the lease

Facts & Issues for Consideration:

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Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2019-37 Cooperation Agreement with Melrose Homes Redevelopment LP	Resolution
☐ Cooperation Agreement	Contract/Agreement/MOU

RESOLUTION BR-2019-37

COOPERATION AGREEMENT WITH MELROSE HOMES REDEVELOPMENT, LP

WHEREAS, Melrose Homes Redevelopment, LP (“Melrose”) intends to lease real property from the Housing Authority of the City of Gainesville (“GHA”) and to rehabilitate approximately 200 apartments on said property for use by persons deemed “persons of low income” under State law; and

WHEREAS, during the term of the lease of the property from GHA to Melrose, the property will be exempt from taxation, with the exception of a Payment in Lieu of Taxes (“PILOT Payment”) in the amount of \$20,000 per year during the term of the lease; and

WHEREAS, the City of Gainesville, Georgia (“City”) desires to enter into the attached Cooperation Agreement with Melrose.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt the Cooperation Agreement between the City and Melrose and directs the Mayor, the City Manager and the City Attorney to execute the Cooperation Agreement with Melrose, as well as all other such documents and agreements that may be necessary to fulfill the objectives and terms set forth within the Cooperation Agreement.

Adopted this ____ day of _____, 2019.

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

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into as of _____, 2019, by and between MELROSE HOMES REDEVELOPMENT, LP, a Georgia limited partnership (“Melrose”) and the CITY OF GAINESVILLE, GEORGIA, a Georgia municipal corporation (“City”).

WHEREAS, the Housing Authority of the City of Gainesville (“GHA”) owns that certain real property located in Gainesville, Georgia, and legally described on Exhibit A attached hereto (“Property”);

WHEREAS, Melrose intends to lease the Property from GHA pursuant to a ground lease with a 99 year term (the “Ground Lease”);

WHEREAS, the Ground Lease has been designated as a “private enterprise agreement” per the provisions of Georgia’s Housing Authorities Law (O.C.G.A. § 8-3-1 et. seq.);

WHEREAS, Melrose intends to acquire, rehabilitate, and equip six multifamily residential rental housing developments consisting of approximately 200 apartments units located on the Property (the “Project”), which will be financed, in part, by the issuance of certain Multifamily Housing Revenue Bonds in an amount not to exceed \$24,500,000;

WHEREAS, all 200 of the housing units within the Project will be reserved solely for person that are deemed persons of low income (the “Eligible Housing Units”), which will be memorialized in that certain Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits (“LURC”) provided by the State of Georgia Department of Community Affairs;

WHEREAS, the LURC will require that the Eligible Housing Units are reserved for persons with annual income averaging at or below 60% of area median income (“AMI”) in accordance with the rent and occupancy requirements of Section 42 of the Internal Revenue Code;

WHEREAS, pursuant to O.C.G.A. § 8-3-8, “an authority and its property, as well as that portion of any housing project subject to a private enterprise agreement contemplated by subparagraph (C) of paragraph (13.1) of O.C.G.A. § 8-3-3 consisting of the eligible housing units therein that are occupied or reserved for occupancy by persons of low income, shall be exempt from all taxes and special assessments of the city, the county, and the state or any political subdivision thereof....”;

WHEREAS, pursuant to O.C.G.A. § 8-3-3(13), “persons of low income” means persons or families who lack the income necessary (as determined by the authority undertaking the housing project) to enable them, without financial assistance, to live in decent, safe, and sanitary dwellings without overcrowding”;

WHEREAS, pursuant to O.C.G.A. § 8-3-3(10)(A)(ii), a project subject to a private enterprise agreement qualifies as a “housing project” if at least twenty percent (20%) of the project is occupied by persons of low income;

COOPERATION AGREEMENT

WHEREAS, the Project and the Eligible Housing Units located therein are subject to O.C.G.A. § 8-3-8 and the other statutes described above;

WHEREAS, GHA will participate in the Project by owning the land on which the Project will be located, and GHA will indirectly own an interest in Melrose through an affiliate of GHA as is expressly contemplated by O.C.G.A. § 8-3-3(13.1)(C);

WHEREAS, Melrose's leasehold interest in the Property and the Project will be exempt from taxation under O.C.G.A. § 8-3-8;

WHEREAS, Melrose is desirous of supporting the City by making certain payments in lieu of taxes to the City as set forth in this Agreement;

WHEREAS, the City believes the Project will promote and expand the public good and welfare in the City and its vicinity;

WHEREAS, Melrose and the City desire to enter into this Agreement to set forth certain amounts in lieu of taxes that Melrose agrees to pay to the City.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. During the term of the Ground Lease, the Project shall be exempt from taxation, and the City agrees to not levy or impose any real or personal property taxes upon such Project. During such period, Melrose shall make annual payment (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the public services and facilities furnished from time to time.
2. Each such Payment in Lieu of Taxes shall be made by Melrose within fifteen days after the end of the fiscal year established for the Project (the "Annual Payment Date") and shall be in an amount equal to \$20,000.00 (the "PILOT Payment"). The parties acknowledge that the amount of the PILOT Payment does not exceed the estimated cost to the City of the improvements, services, or facilities to be furnished for the benefit of the Project.
3. Should Melrose fail to make any Payment in Lieu of Taxes by the Annual Payment Date, penalty and/or interest shall be assessed in accordance with applicable Georgia laws relating to late tax payments, and the City shall be entitled to recover the amount of the annual PILOT Payment from Melrose.
4. In the event that any property interest in the Project becomes subject to taxation during the term of the Ground Lease, the amount of such taxes paid or payable by Melrose shall be credited against and shall reduce (but not below zero) the amount of the Payment in Lieu of Taxes payable by Melrose. Provided, notwithstanding anything in

COOPERATION AGREEMENT

- this paragraph 4 to the contrary, the City agrees to not levy or impose any real or personal property taxes upon the Project for a period of fifteen (15) years from the date of this Agreement. Upon the fifteen (15) year anniversary of the date of this Agreement, the parties may agree to increase or decrease the amount of the PILOT Payment to reflect the actual percentage increase or decrease, as the case may be, in the City tax millage (exclusive of the millage for school taxes), but in no event to an amount that exceeds the estimated cost to the City of the improvements, services, or facilities to be furnished for the benefit of the Project.
5. Nothing herein exempts the Project from payment, in addition to the payment required herein, for Water and Sewer Services, Fire Services, Sanitation Services, and Stormwater treatment services, if and to the extent fees for these services are charged to other property owners within the City, in accordance with the City's annual review ordinance and not included in ad valorem taxation.
 6. This Agreement shall inure to the benefit of and shall be binding upon Melrose and City and their respective successors and assigns, including any successor in interest to Melrose or any assignee of Melrose's interest in the Ground Lease. The City shall be a third-party beneficiary of this Agreement.
 7. This Agreement shall be governed by the applicable laws of the State of Georgia, without regard to principles of conflicts of laws of any jurisdiction. Each party hereto acknowledges and agrees that in the event of a dispute under this Agreement, that each consents to jurisdiction and venue being in the state or federal courts located in Hall County, Georgia and each party waives any objection to such jurisdiction or venue being inconvenient.
 8. This Agreement constitutes the entire Agreement among Melrose and the City with respect to the matters addressed herein.
 9. This Agreement may be changed, amended, or modified only by an instrument in writing signed by all parties hereto.
 10. The parties hereto intend that should any provisions of this Agreement be properly determined to be unlawful, void or unenforceable, such provision shall be severed from this Agreement and the remainder of this Agreement shall be enforced in accordance with the intention of the parties to greatest extent permitted by law.
 11. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
 12. Notwithstanding anything herein to the contrary, the City shall have the right to cancel this Agreement every year of the term by giving written notice of cancellation to Melrose ninety (90) days before the end of each fiscal year established for the Project.

COOPERATION AGREEMENT

[signatures appear on following page]

COOPERATION AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MELROSE:

MELROSE HOMES REDEVELOPMENT,
LP, a Georgia limited partnership

By: Collaborative Melrose, LLC,
a Georgia limited liability company
Its: General Partner

By: Collaborative Housing
Solutions, Inc., a Georgia
corporation
Its: Managing Member

By: _____
Name: Richelle E.G. Patton
Title: President

[signatures continued on following page]

COOPERATION AGREEMENT

CITY:

CITY OF GAINESVILLE, GEORGIA

By: _____

Name: Bryan Lackey

Title: City Manager

WITNESS:

By: _____

Name: Denise Jordan

Title: City Clerk

[SEAL]

APPROVED AS TO FORM BEFORE EXECUTION:

By: _____

Abbott S. Hayes, Jr., Attorney for City

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract One (854 Davis Street, Parcel 1)

All that tract or parcel of land lying and being in Land Lot 153, 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

Beginning at an concrete monument found at the intersection of the southeastern Right-of-Way of Pearl Nix Parkway (R/W varies) and the southwestern Right-of-Way of Queen City Parkway, A.K.A, Highway 53; thence along the Right-of-Way of said Queen City Parkway South 72°30'48" East, a distance of 52.95 feet to a concrete monument found; thence South 30°07'59" East, a distance of 333.42 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484") on the northwestern Right-of-Way of Davis Street (50' R/W); thence along the said Right-of-Way of Davis Street 327.16 feet along an arc of a curve to the left having a radius of 1145.92 feet and a chord bearing and distance of South 48°28'12" West, 326.05 feet to a point; thence South 40°32'48" West, a distance of 530.63 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence leaving said Right-of-Way and along the property now or formerly of 966 Davis Street, LLC. North 49°31'39" West, a distance of 177.03 feet to an iron pin found (1/2" rebar); thence North 78°21'23" West, a distance of 153.71 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence into the property now or formerly belonging to The Housing Authority of The City of Gainesville, Georgia North 11°38'37" East, a distance of 233.71 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 78°40'55" West, a distance of 186.08 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484") on the southeastern Right-of-Way of said Pearl Nix Parkway; thence along said Right-of-Way North 41°41'02" East, a distance of 77.64 feet to a point; thence 104.56 feet along an arc of a curve to the right having a radius of 571.62 feet and a chord bearing and distance of North 46°55'29" East, 104.41 feet to a point; thence North 16°31'46" East, a distance of 25.14 feet to a point; thence 63.65 feet along an arc of a curve to the right having a radius of 586.62 feet and a chord bearing and distance of North 57°16'06" East, 63.61 feet to a point; thence North 61°33'13" East, a distance of 292.44 feet to a point; thence North 77°06'55" East, a distance of 52.05 feet to a point; thence North 66°05'11" East, a distance of 100.50 feet to a point; thence North 57°53'56" East, a distance of 115.68 feet to a point; thence North 55°52'09" East, a distance of 127.27 feet to the ***Point of Beginning***;

Said parcel contains 10.134 Acres.

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract Two (1170 Athens Road)

All that tract or parcel of land lying and being in G.M.D. 411 & Land Lot 135, 9th District, City of Gainesville, Hall County Georgia and being more particularly described as follows:

Beginning at the centerline intersection of Athens Street (R/W varies) & E Ridge Road (30' R/W); thence South 50°08'46" West, a distance of 42.34 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484") on the southwestern Right-of-Way of said Athens Street, being the ***True Point of Beginning***; thence continuing along said Right-of-Way 290.27 feet along an arc of a curve to the right having a radius of 2037.67 feet and a chord bearing and distance of South 55°36'11" East, 290.02 feet to a point; thence South 51°31'20" East, a distance of 85.28 feet to a point; thence 317.92 feet along an arc of a curve to the right having a radius of 2161.59 feet and a chord bearing and a distance of South 47°18'31" East, 317.63 feet to a point; thence South 42°59'03" East, a distance of 268.13 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence South 13°31'36" East, a distance of 103.77 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence leaving said Right-of-Way and along the property now or formerly of America's Home Place, Inc. South 45°47'20" West, a distance of 460.45 feet to an iron pin found (1/2" rebar); thence North 64°11'02" West, a distance of 165.57 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence along the John D. Black Subdivision North 38°06'02" West, a distance of 47.59 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 01°58'58" East, a distance of 32.72 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 16°38'58" East, a distance of 42.63 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 05°31'02" West, a distance of 190.35 feet to a concrete monument found; thence North 38°44'54" West, a distance of 170.55 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 60°49'54" West, a distance of 73.38 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 15°34'54" West, a distance of 65.44 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 36°01'54" West, a distance of 35.70 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 43°54'54" West, a distance of 87.75 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 49°39'54" West, a distance of 32.23 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 23°19'54" West, a distance of 49.58 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 18°27'54" West, a distance of 103.12 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence along the property now or formerly of Shirley Lawson North 34°42'06" East, a distance of 89.24 feet to an iron pin set (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 28°28'06" East, a distance of 132.37 feet to the ***True Point of Beginning***.

Said tract contains 9.339 Acres.

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract Three (1021/1041 Collins Circle, S.E.)

All that tract or parcel of land lying and being in Land Lots 136 & 149, 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

Beginning at the centerline intersection of Collins Circle, S.E. and Fair Street; thence North 49°19'04" East, a distance of 228.92 feet to an iron pin found (3/4" rebar) on the northwestern Right-of-Way of Collins Circle, S.E. (50' R/W), being the ***True Point of Beginning***; thence leaving said Right-of-Way and along the property now or formerly of Kelly V. Randolph North 28°36'30" West, a distance of 142.08 feet to an iron pin found (1/2" rebar) on the southwestern Right-of-Way of High Street, S.E. (R/W varies); thence along said Right-of-Way North 57°41'38" East, a distance of 198.29 feet to a point on the southwestern Right-of-Way of School Street, S.E. (R/W varies); thence along said Right-of-Way South 30°37'22" East, a distance of 120.35 feet to a point; thence South 20°35'22" East, a distance of 10.00 feet to a point; thence South 02°53'38" West, a distance of 10.00 feet to a point; thence South 25°52'38" West, a distance of 10.00 feet to a point; thence South 47°10'38" West, a distance of 1.51 feet to a point on the northwestern Right-of-Way of said Collins Circle, S.E.; thence along said Right-of-Way South 58°19'05" West, a distance of 186.15 feet to the ***True Point of Beginning***.

Said tract contains 0.656 Acre or 28,581 S.F.

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract Four (835 SW Summit Street, Parcel 1)

All that tract or parcel of land lying and being in Land Lot 153, 9th district, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersection of the northern right-of-way of Myrtle Street (40' R/W) with the eastern right-of-way of Summit Street (40' R/W); thence along the eastern right-of-way of said Summit Street, north $32^{\circ}00'18''$ east, a distance of 460.44 feet to an iron pin found (1/2" rebar with pk nail); thence leaving said right-of-way and along the southern property line now or formerly of Harrison Family Enterprises, L.P., south $34^{\circ}40'42''$ east, a distance of 268.19 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence leaving said property line and into the property now or formerly of the Housing Authority of the City of Gainesville, south $24^{\circ}00'47''$ west, a distance of 8.99 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south $33^{\circ}40'37''$ west, a distance of 43.86 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south $36^{\circ}24'35''$ west, a distance of 72.65 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south $33^{\circ}16'59''$ west, a distance of 50.87 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south $31^{\circ}56'58''$ west, a distance of 95.79 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south $23^{\circ}32'46''$ west, a distance of 19.15 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484") on the northern right of way of said Myrtle Street; thence along said right-of-way, north $72^{\circ}40'30''$ west, a distance of 250.64 feet to the **Point of Beginning**.

Said parcel contains 2.092 acres, or 91,159 square feet.

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract Five (926 Rainey Street)

All that tract or parcel of land lying and being in Land Lot 155, 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

Beginning at a PK Nail set with washer stamped ("RAI LSF000484") at the intersection of the northern Right-of-Way of Rainey Street (R/W varies) and the southwestern Right-of-Way of Smith Drive (26' R/W); thence along said Right-of-Way of Rainey Street 247.16 feet along an arc of a curve to the left having a radius of 1427.02 feet and a chord bearing and distance of South 66°15'21" West, 246.85 feet to a point; thence South 58°28'04" West, a distance of 106.17 feet to a point; thence leaving said Right-of-Way and along the property now or formerly of Tommy N. Wright & Mary Dian Wright North 35°54'50" West, a distance of 183.32 feet to an iron pin found (1-1/2" open top pipe); thence along the property now or formerly of Joseph W. Roberson North 38°45'36" West, a distance of 176.76 feet to an iron pin found (1" open top pipe) on the southeastern Right-of-Way of Cardinal Drive (30' R/W); thence along said Right-of-Way North 58°50'37" East, a distance of 150.01 feet to an iron pin found (3/4" open top pipe); thence leaving said Right-of-Way and along the property now or formerly of Beatriz Barraza Montes South 38°43'42" East, a distance of 176.51 feet to an iron pin found (1/2" rebar); thence North 59°09'45" East, a distance of 97.97 feet to an axle found; thence North 38°02'58" West, a distance of 176.80 feet to a point on the southeastern Right-of-Way of said Cardinal Drive; thence along said Right-of-Way North 58°50'37" East, a distance of 96.95 feet to a PK Nail set with washer stamped ("RAI LSF000484") at the intersection of the southeastern Right-of-Way of Cardinal Drive and the southwestern Right-of-Way of Smith Drive; thence along the southwestern Right-of-Way of said Smith Drive South 37°24'13" East, a distance of 391.37 feet to the ***Point of Beginning***;

Said tract contains 2.500 Acres.

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

Tract Six (1155 Mill Street)

All that tract or parcel of land lying and being in Land Lot 136 of the 9th Land District, City of Gainesville, Hall County, Georgia, being more particularly described as follows:

Beginning at a nail and disk set, stamped "Rochester-LSF000484" at the intersection of the northeastern right-of-way of Patricia Drive, (40' r/w), with the northwestern right-of-way of Mill Street, (31' R/W); thence along the right-of-way of said Patricia Drive the following courses and distances: north 32°45'05" west, a distance of 32.80 feet to a point; thence north 36°05'06" west, a distance of 15.00 feet to a point; thence 99.40 feet along the arc of a curve to the left, having a radius of 335.30 feet and a chord bearing and distance of north 45°29'41" west, 99.04 feet to the southwest corner of Lot 8 of Clyde Williams Subdivision; thence leaving said right-of-way and along the southeastern property line of said Lot 8, north 38°25'59" east, a distance of 95.10 feet to a point on the centerline of an existing branch; thence along the centerline of said branch the following courses and distances: north 24°08'56" west, a distance of 11.10 feet to a point; thence north 10°50'16" west, a distance of 17.02 feet to a point; thence north 36°30'12" west, a distance of 20.48 feet to a point; thence north 59°10'58" west, a distance of 35.22 feet to a point; thence north 69°48'34" west, a distance of 23.85 feet to a point; thence north 46°24'47" west, a distance of 21.79 feet to a point; thence north 44°33'49" west, a distance of 27.86 feet to a point; thence north 59°17'55" west, a distance of 35.59 feet to a point; thence north 51°56'04" west, a distance of 45.33 feet to a point; thence north 40°35'21" west, a distance of 41.10 feet to a point; thence north 35°31'43" west, a distance of 14.87 feet to a point; thence north 61°43'42" west, a distance of 52.11 feet to a point; thence north 59°53'26" west, a distance of 37.04 feet to a point; thence south 73°09'37" west, a distance of 25.79 feet to a point; thence south 63°27'36" west, a distance of 9.50 feet to a point on the north property line of said Clyde Williams Subdivision; thence leaving said branch centerline and along said property line, north 54°53'34" west, a distance of 7.41 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484") on the eastern property line of G. O. Mauldin Subdivision; thence along said property line the following courses and distances: north 09°40'13" east, a distance of 48.60 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence north 51°13'13" east, a distance of 535.00 feet to an iron pin found (1/2" rebar) on the western property line now or formerly of 11th Street Properties, LLC; thence along said property line, south 30°32'59" east, a distance of 237.86 feet to an iron pin found (1" open top pipe); thence along the southern property line of said 11th Street Properties, LLC, north 56°21'28" east, a distance of 149.08 feet to a 1-1/2" steel rod found on the western property line now or formerly of Beverly J. Searles Foundation, Inc.; thence along said property line, south 30°23'27" east, a distance of 162.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence along the northwestern property line now or formerly of Patsy L. Moorhead and the western property line of Clarence Lyles the following courses and distances: south 33°49'17" west, a distance of 168.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "rochester-lsf000484"); thence south 58°34'17" west, a distance of 25.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south 29°59'17" west, a distance of 30.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south

**COOPERATION AGREEMENT
EXHIBIT A**

Legal Description of Property

51°59'17" west, a distance of 70.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south 05°54'17" west, a distance of 68.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south 29°49'17" west, a distance of 88.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south 03°49'17" west, a distance of 47.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484"); thence south 13°44'17" west, a distance of 40.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "Rochester-LSF000484") on the northwestern property line now or formerly of Forrester Enterprises, LLLP; thence along said property line, south 59°11'28" west, a distance of 161.82 feet to the Point of Beginning.

Said tract contains 6.634 acres.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/21/2019

Presenter: Bryan Lackey

Item of Business: BR-2019-38 Intergovernmental Agreement between Gainesville and Flowery Branch for Billing Services

Meeting Date: 11/5/2019

Purpose of Request:

To authorize City staff to enter into an Intergovernmental Agreement with the City of Flowery Branch in order to collect wastewater commodity charges from customers receiving Flowery Branch sewer service who is also receiving Gainesville water service.

History/Background:

The City of Flowery Branch has requested the City of Gainesville collect the charges for providing sewer service to Gainesville water customers on the same bill Gainesville already sends out to our customers. Not only is this the most cost effective way to bill customers (since it's only one mailing), it also ensures Flowery Branch actually collects the charges assessed for the service provided.

Facts & Issues for Consideration:

This Agreement is very similar to Agreements already in effect with the Hall County Government, and the Cities of Braselton and Oakwood. As with those Agreements, Gainesville will retain 3% of all commodity charges collected for providing this service and remit the balance to Flowery Branch on a quarterly basis.

Department Recommendation:

To authorize the Mayor, City Manager and City Attorney to enter into this Agreement.

Department Director:

Linda MacGregor

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

- ❑ BR-2019-38 Gainesville/Flowery Branch Intergovernmental Agreement
- ❑ Intergovernmental Agreement

Resolution
Contract/Agreement/MOU

RESOLUTION BR-2019-38

**Flowery Branch – Gainesville Intergovernmental Agreement
Provision of Billing Services**

WHEREAS, the City of Gainesville owns and operates a water distribution system that serves potable water to customers throughout the majority of Hall County, to include part or all of its cities; and

WHEREAS, Flowery Branch owns and operates a sanitary sewer collection and treatment system that serves certain portion of its incorporated City limits, as well as certain portions of the unincorporated portions of Hall County that are immediately adjacent to its City limits; and

WHEREAS, some of the same customers that receive potable water service from the City of Gainesville also receive sanitary sewer services from Flowery Branch; and

WHEREAS, it has been determined by the governing authorities of both the City of Gainesville and Flowery Branch that the least expensive and most efficient method of billing for these services is for only one entity to do so; and

WHEREAS, the City of Gainesville has the database required to provide such services and, indeed, uses and provides the same potable water meter readings for the billing of Flowery Branch's billing services; and

WHEREAS, both the City of Gainesville and Flowery Branch agree that the single entity to bill for both local governments should and ought to be the City of Gainesville, and both desire to enter into an intergovernmental agreement which establishes the understandings of the two parties in this matter.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville, having reviewed this proposed Intergovernmental Agreement between the City of Gainesville and Flowery Branch, a copy of which is attached to this Resolution, does approve the terms of the same.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the Mayor, City Manager and/or City Attorney to sign all necessary documents to execute this Intergovernmental Agreement.

Adopted this _____ day of _____, 2019.

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

SANITARY SEWER BILLING INTERGOVERNMENTAL

A G R E E M E N T

BY AND BETWEEN

THE CITY OF GAINESVILLE, GA & THE CITY OF FLOWERY BRANCH, GA

This AGREEMENT is made and entered into on this _____ day of _____ 2019, by and between the **CITY OF GAINESVILLE**, a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Gainesville City Council (hereinafter referred to as "Gainesville"), and the **CITY OF FLOWERY BRANCH**, a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Flowery Branch City Council (hereinafter referred to as "Flowery Branch"), the purpose of which Agreement is to set forth the responsibilities and obligations of each party as such concern the billing, collection and the transfer of monies received from customers utilizing the Gainesville Water System and the Flowery Branch Sanitary Sewer System. This Agreement as it relates to such issues shall provide as follows:

WHEREAS, it is the policy of both Gainesville and Flowery Branch to provide water and sanitary sewer services to their citizens in the most cost-effective way and to ensure all users pay for their fair share of the services; and

WHEREAS, Gainesville and Flowery Branch have agreed to and have adopted specific Sanitary Sewer Service Districts pursuant to House Bill 489 (O.C.G.A. § 36-70-20 et. seq.); and

WHEREAS, Gainesville and Flowery Branch maintain on their respective staffs knowledgeable and professional personnel who supervise and provide for the delivery

of water and sanitary sewer services; and

WHEREAS, Gainesville and Flowery Branch desire to enter into this Agreement such that Gainesville bills those Gainesville water customers that receive Flowery Branch sanitary sewer services the appropriate amounts for those services on a monthly basis, and remits the sanitary sewer amounts, less a service fee, to Flowery Branch.

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, it is agreed between Gainesville and Flowery Branch as follows:

1.

Gainesville and Flowery Branch have agreed to the designation of certain Sanitary Sewer Service Districts as set forth pursuant to House Bill 489, (O.C.G.A. § 36-70-20 et. seq.), a map of which is attached hereto and included as a part hereof and shall be designated Exhibit "A".

2.

Residential, Commercial, and Industrial service users that are both Gainesville water customers and Flowery Branch sanitary sewer customers shall be governed by the current Gainesville account servicing policies, fees and fee structure as other Gainesville sanitary sewer customers. It is recognized said policies and fees shall change from time to time. These policies and fees include, but are not limited to, applications for service, deposits, late fees, returned check fees, as well as adherence to the delinquency and collection policies. Additionally, at Flowery Branch's sole option, an additional "base charge" may be levied and collected by Gainesville on Flowery Branch's behalf.

3.

The amounts Gainesville bills, collects and remits to Flowery Branch shall be for the sanitary sewer commodity charges, industrial pretreatment program charges, as well as any

additional base charge as outlined in Paragraph 2, above. Tap, Connection, or Impact Fees that may be applicable to customers served by the Flowery Branch sanitary sewer system shall be collected by Flowery Branch. Late fees, returned check fees, penalties, etc. are acknowledged by both Gainesville and Flowery Branch as the costs of collecting said sanitary sewer charges and are not to be remitted to Flowery Branch as are the commodity charges for sanitary sewer service. All accounts receivable amounts due and payable prior to December 1, 2019 shall remain the responsibility of Flowery Branch, and no attempt shall be made by Gainesville to collect them. Charges billed and collected by Gainesville on Flowery Branch's behalf shall be paid to Flowery Branch quarterly. Said charges shall be remitted not later than the fifteenth of the month following each calendar quarter.

4.

Gainesville and Flowery Branch acknowledge that each entity bills their customers using different units, as Gainesville bills in CCFs (Hundred Cubic Feet) while Flowery Branch bills its customers in portions of thousand gallons. In addition, both understand and agree that significant software issues may exist in Gainesville's billing system so that tiered or block rates cannot be accommodated. As such, prior to December 1, 2019, Flowery Branch agrees to adopt a single "per ccf unit charge" in Flowery Branch's Ordinance that Gainesville may utilize to bill and collect sanitary sewer charges from those customers of Flowery Branch's sanitary sewer system that are also customers of Gainesville's water system. Notwithstanding anything stated in Paragraph 2, this single "per ccf unit charge" shall be applied to 100% of water consumed, as determined by the water meter.

5.

Flowery Branch shall be responsible for notifying Gainesville, in writing, which accounts it provides sewer service to, and this notification will serve as the base of customers Gainesville charges sanitary sewer commodity charges, industrial pretreatment charges, or any other charges

Gainesville collects on Flowery Branch's behalf. A specific listing of parcel addresses that currently receive Gainesville water and Flowery Branch sewer service is attached hereto and included as a part hereof and is designated as Exhibit "B." Flowery Branch shall be responsible for notifying Gainesville, in writing, the specific address of parcels found in the future to be receiving such services, and said parcels shall be added to Exhibit "B." Gainesville has no obligation to bill sewer service on behalf of Flowery Branch for any parcel unless Flowery Branch specifically provides information relating to parcels to Gainesville.

6.

Gainesville agrees to require all new water applicants located in the Flowery Branch sewer service area, as shown in Exhibit "A," to first demonstrate sewer service has been approved by Flowery Branch prior to establishing such water service. Flowery Branch will provide, via electronic communication to Gainesville, when specific parcels are approved and the appropriate tap fees, service fees, etc. are paid, after which time Gainesville may establish water service.

7.

Gainesville and Flowery Branch agree communication with water and sanitary sewer customers minimizes confusion and frustration of all parties. As such, Flowery Branch agrees to notify all of Flowery Branch's sanitary sewer customers which receive water service from Gainesville, not more than thirty (30) days after execution of this Agreement, that the sanitary sewer services Flowery Branch provides will be billed and collected by Gainesville. Gainesville shall begin billing Flowery Branch's sanitary sewer customers not more than one hundred twenty (120) days after execution of this agreement. Flowery Branch further agrees to issue a Public Notification to the newspaper of greatest circulation in the Flowery Branch area.

8.

In exchange for the billing, collection and remittance of charges collected by Gainesville on Flowery Branch's behalf, Gainesville shall retain three (3) percent of the amount collected on Flowery Branch's behalf, as set out in Paragraph 3, and remit the balance to Flowery Branch. If Flowery Branch approves any sewer adjustments beyond Gainesville's current policy for such adjustments, Gainesville shall be notified by Flowery Branch, in writing, of those approved adjustments and said adjustments shall be deducted from the amounts remitted to Flowery Branch.

9.

Flowery Branch shall notify Gainesville, in writing, of any rate, fee, or surcharge changes at least ninety (90) days prior to any rate, fee, or surcharge changes, so as to allow Gainesville sufficient time to effectuate such rate, fee or surcharge changes in its billing software and practices.

10.

It is acknowledged and understood Gainesville will be not responsible for the operation and maintenance of the Flowery Branch sanitary sewer collection system. Said operation and maintenance shall be performed by Flowery Branch and shall include, but not be limited to, stream monitoring, facility repair, engineering, industrial pretreatment program, sewerage flow meter maintenance, permitting, and regulatory compliance.

11.

To the extent allowed by law, Flowery Branch shall at all times indemnify and hold harmless Gainesville, its Mayor, Councilmembers, agents, servants and employees from and against any and all claims for injury to any person or property by reason of Gainesville's or its employees' failure to exercise reasonable care in performing its services provided in this Agreement. Provided, however, that none of the provisions of this paragraph shall be applicable

to the extent Gainesville, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between Gainesville and Flowery Branch based upon the percentage of fault assigned to each by a court of competent jurisdiction.

12.

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until either party terminates this Agreement, in writing, but in no event shall such term exceed fifty (50) years from the date of execution hereof. Actual collection of the charges shall commence not more than one hundred twenty (120) days after the last party to sign this Agreement. Either party shall have the right to terminate this Agreement upon the breach of the provisions of this Agreement by the other if not corrected within thirty (30) days of written notice thereof. Either party may terminate this Agreement at any time for any reason by providing the other party at least sixty (60) days written notice. Termination shall relieve the parties of further performance under this Agreement but notice of termination shall not relieve either party of obligations undertaken prior to receipt of such notice of termination and the parties shall be entitled to collect and remit any fees and charges collected prior to notice of termination.

13.

Neither party hereto shall, without written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder.

14.

The terms of this Agreement shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Gainesville and Flowery Branch.

15.

This Agreement shall be construed under the laws of the State of Georgia.

16.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of Gainesville and Flowery Branch to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

17.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

City of Gainesville
ATTN: Water Resources Director
757 Queen City Parkway
Gainesville, GA 30501

City of Flowery Branch
ATTN: City Manager
P.O. Box 757
Flowery Branch, GA 30542

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the matter herein provided.

IN WITNESS WHEREOF, the parties, by and through their duly authorized officers, have caused these presents to be executed in their behalf, the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF GAINESVILLE

Unofficial Witness

By: _____
Mayor

Notary Public
Commission Expires: _____
(SEAL)

Attest: _____
Clerk

(SEAL)
APPROVED TO FORM

Abb Hayes, City Attorney

Signed, sealed and delivered
In the presence of:

Bill Andrew
Unofficial Witness Bill Andrew

Melissa McCain
Notary Public Melissa McCain

Commission Expires: March 26, 2022
(SEAL) *Notary Public, Hall County, Ga.*
My Commission Expires

CITY OF FLOWERY BRANCH

By: James Miller
Mayor James Miller

Attest: Alisha Gamble
Finance Director Alisha Gamble



Exhibit A

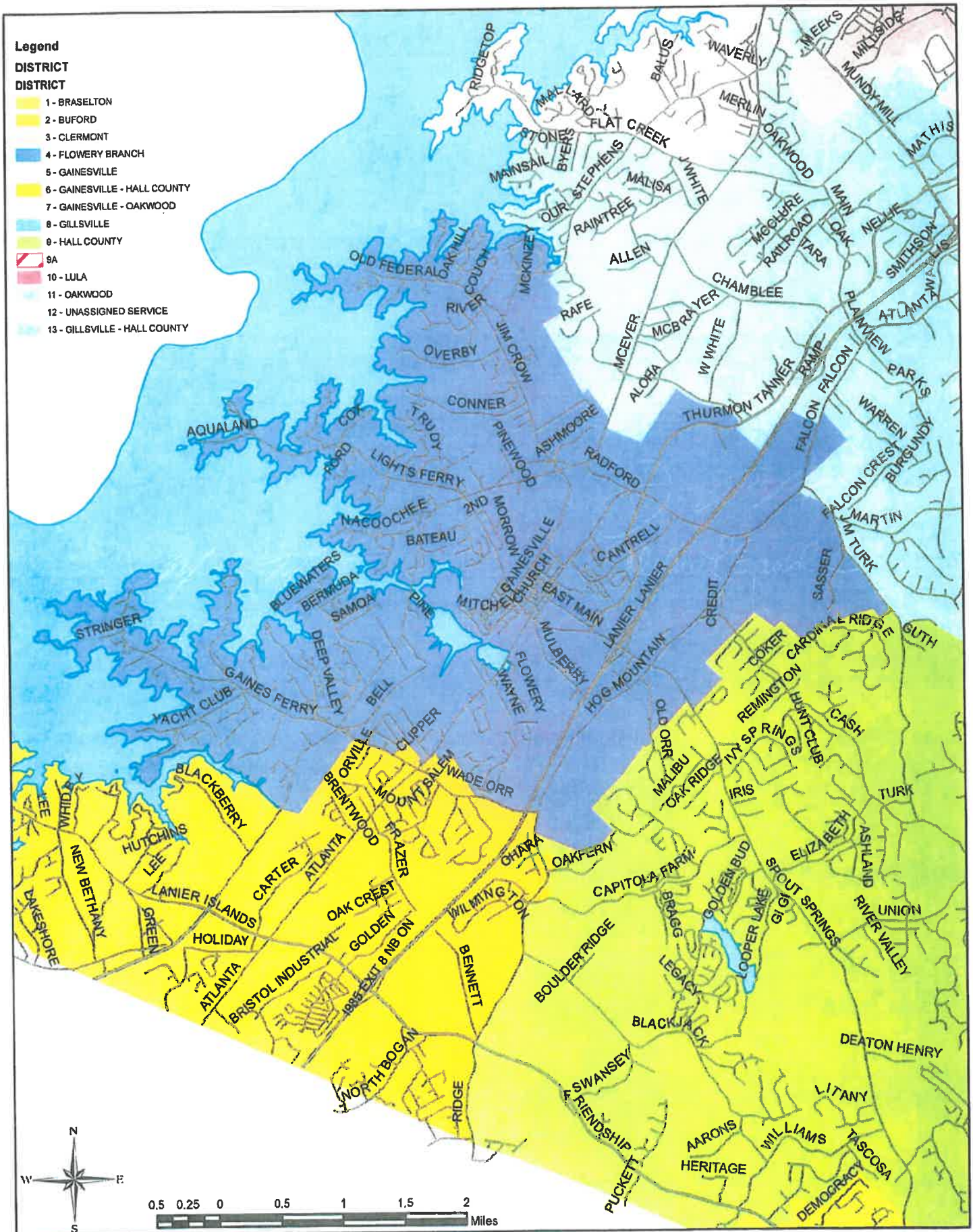


Exhibit "B"

GAINESVILLE SEWER CUSTOMERS

street_number	street_name	acct_status	class_code
5459	ALOHA WAY	Active	Commercial
5475	ALOHA WAY	Active	Commercial
5403	ASHMOORE COURT	Active	Residential
5406	ASHMOORE COURT	Active	Residential
5407	ASHMOORE COURT	Active	Residential
5411	ASHMOORE COURT	Active	Residential
5414	ASHMOORE COURT	Active	Residential
5415	ASHMOORE COURT	Active	Residential
5504	ASHMOORE COURT	Active	Residential
5508	ASHMOORE COURT	Active	Residential
5513	ASHMOORE COURT	Active	Residential
5514	ASHMOORE COURT	Active	Residential
5517	ASHMOORE COURT	Active	Residential
5521	ASHMOORE COURT	Active	Residential
5522	ASHMOORE COURT	Active	Residential
5525	ASHMOORE COURT	Active	Residential
5529	ASHMOORE COURT	Active	Residential
5530	ASHMOORE COURT	Active	Residential
5533	ASHMOORE COURT	Active	Residential
5536	ASHMOORE COURT	Active	Residential
5537	ASHMOORE COURT	Active	Residential
5541	ASHMOORE COURT	Active	Residential
5542	ASHMOORE COURT	Active	Residential
5545	ASHMOORE COURT	Active	Residential
5546	ASHMOORE COURT	Active	Residential
5549	ASHMOORE COURT	Active	Residential
5550	ASHMOORE COURT	Active	Residential
5553	ASHMOORE COURT	Active	Residential
5554	ASHMOORE COURT	Active	Residential
5557	ASHMOORE COURT	Active	Residential
5558	ASHMOORE COURT	Active	Residential
5561	ASHMOORE COURT	Active	Residential
5562	ASHMOORE COURT	Active	Residential
5565	ASHMOORE COURT	Active	Residential
5566	ASHMOORE COURT	Active	Residential
5569	ASHMOORE COURT	Active	Residential
5570	ASHMOORE COURT	Active	Residential
5573	ASHMOORE COURT	Active	Residential
5574	ASHMOORE COURT	Active	Residential
5577	ASHMOORE COURT	Active	Residential
5578	ASHMOORE COURT	Active	Residential

5581	ASHMOORE COURT	Active	Residential
5582	ASHMOORE COURT	Active	Residential
5585	ASHMOORE COURT	Active	Residential
5586	ASHMOORE COURT	Active	Residential
5589	ASHMOORE COURT	Active	Residential
5590	ASHMOORE COURT	Active	Residential
5593	ASHMOORE COURT	Active	Residential
5594	ASHMOORE COURT	Active	Residential
5597	ASHMOORE COURT	Active	Residential
5598	ASHMOORE COURT	Active	Residential
5601	ASHMOORE COURT	Active	Residential
5602	ASHMOORE COURT	Active	Residential
5605	ASHMOORE COURT	Active	Residential
5606	ASHMOORE COURT	Active	Residential
5609	ASHMOORE COURT	Active	Residential
5610	ASHMOORE COURT	Active	Residential
5613	ASHMOORE COURT	Active	Residential
5614	ASHMOORE COURT	Active	Residential
5617	ASHMOORE COURT	Active	Residential
5618	ASHMOORE COURT	Active	Residential
5621	ASHMOORE COURT	Active	Residential
5622	ASHMOORE COURT	Active	Residential
5625	ASHMOORE COURT	Active	Residential
5626	ASHMOORE COURT	Active	Residential
5629	ASHMOORE COURT	Active	Residential
5630	ASHMOORE COURT	Active	Residential
5633	ASHMOORE COURT	Active	Residential
5634	ASHMOORE COURT	Active	Residential
5637	ASHMOORE COURT	Active	Residential
5638	ASHMOORE COURT	Active	Residential
5641	ASHMOORE COURT	Active	Residential
5642	ASHMOORE COURT	Active	Residential
5645	ASHMOORE COURT	Active	Residential
5646	ASHMOORE COURT	Active	Residential
5649	ASHMOORE COURT	Active	Residential
5650	ASHMOORE COURT	Active	Residential
5653	ASHMOORE COURT	Active	Residential
5654	ASHMOORE COURT	Active	Residential
5657	ASHMOORE COURT	Active	Residential
5658	ASHMOORE COURT	Active	Residential
5661	ASHMOORE COURT	Active	Residential
5669	ASHMOORE COURT	Active	Residential
5422	ASHMOORE LANE	Active	Residential
5426	ASHMOORE LANE	Active	Residential
5429	ASHMOORE LANE	Active	Residential
5430	ASHMOORE LANE	Active	Residential
5433	ASHMOORE LANE	Active	Residential

5434	ASHMOORE LANE	Active	Residential
5437	ASHMOORE LANE	Active	Residential
5438	ASHMOORE LANE	Active	Residential
5441	ASHMOORE LANE	Active	Residential
5442	ASHMOORE LANE	Active	Residential
4350	AVERY DRIVE	Active	General Industry
6623	BLUE COVE DRIVE	Active	Residential
6624	BLUE COVE DRIVE	Active	Residential
6628	BLUE COVE DRIVE	Active	Residential
6632	BLUE COVE DRIVE	Active	Residential
6645	BLUE COVE DRIVE	Active	Residential
6649	BLUE COVE DRIVE	Active	Residential
6655	BLUE COVE DRIVE	Active	Residential
6659	BLUE COVE DRIVE	Active	Residential
6668	BLUE COVE DRIVE	Active	Residential
6672	BLUE COVE DRIVE	Active	Residential
6405	BLUE HERRON DRIVE	Active	Residential
6409	BLUE HERRON DRIVE	Active	Residential
6410	BLUE HERRON DRIVE	Active	Residential
6413	BLUE HERRON DRIVE	Active	Residential
6417	BLUE HERRON DRIVE	Active	Residential
6420	BLUE HERRON DRIVE	Active	Residential
6421	BLUE HERRON DRIVE	Active	Residential
6424	BLUE HERRON DRIVE	Active	Residential
6425	BLUE HERRON DRIVE	Active	Residential
6428	BLUE HERRON DRIVE	Active	Residential
6429	BLUE HERRON DRIVE	Active	Residential
6432	BLUE HERRON DRIVE	Active	Residential
6433	BLUE HERRON DRIVE	Active	Residential
6436	BLUE HERRON DRIVE	Active	Residential
6437	BLUE HERRON DRIVE	Active	Residential
6440	BLUE HERRON DRIVE	Active	Residential
6441	BLUE HERRON DRIVE	Active	Residential
6445	BLUE HERRON DRIVE	Active	Residential
6448	BLUE HERRON DRIVE	Active	Residential
6449	BLUE HERRON DRIVE	Active	Residential
6452	BLUE HERRON DRIVE	Active	Residential
6453	BLUE HERRON DRIVE	Active	Residential
6457	BLUE HERRON DRIVE	Active	Residential
6461	BLUE HERRON DRIVE	Active	Residential
6464	BLUE HERRON DRIVE	Active	Residential
6465	BLUE HERRON DRIVE	Active	Residential
6469	BLUE HERRON DRIVE	Active	Residential
4510	CANTRELL ROAD	Active	General Industry
4515	CANTRELL ROAD	Active	General Industry
4515	CANTRELL ROAD	Active	Commercial
4595	CANTRELL ROAD	Active	Commercial

4600	CANTRELL ROAD	Active	General Industry
3960	CHAMBLEE ROAD	Active	General Industry
3975	CHAMBLEE ROAD	Active	Commercial
4031	CHAMBLEE ROAD	Active	Commercial
5604	CHINOOK COURT	Active	Residential
5605	CHINOOK COURT	Active	Residential
5610	CHINOOK COURT	Active	Residential
5611	CHINOOK COURT	Active	Residential
5616	CHINOOK COURT	Active	Residential
5617	CHINOOK COURT	Active	Residential
5622	CHINOOK COURT	Active	Residential
5623	CHINOOK COURT	Active	Residential
5628	CHINOOK COURT	Active	Residential
5629	CHINOOK COURT	Active	Residential
5634	CHINOOK COURT	Active	Residential
5635	CHINOOK COURT	Active	Residential
5640	CHINOOK COURT	Active	Residential
5641	CHINOOK COURT	Active	Residential
5647	CHINOOK COURT	Active	Residential
4111	COMMERCE STREET	Active	Commercial
5653	CONNER ROAD	Active	Residential
5659	CONNER ROAD	Active	Residential
5665	CONNER ROAD	Active	Residential
5671	CONNER ROAD	Active	Residential
5677	CONNER ROAD	Active	Residential
5683	CONNER ROAD	Active	Residential
5689	CONNER ROAD	Active	Residential
5695	CONNER ROAD	Active	Residential
5701	CONNER ROAD	Active	Residential
6203	COVE CREEK DRIVE	Active	Residential
6204	COVE CREEK DRIVE	Active	Residential
6207	COVE CREEK DRIVE	Active	Residential
6208	COVE CREEK DRIVE	Active	Residential
6211	COVE CREEK DRIVE	Active	Residential
6212	COVE CREEK DRIVE	Active	Residential
6215	COVE CREEK DRIVE	Active	Residential
6219	COVE CREEK DRIVE	Active	Residential
6220	COVE CREEK DRIVE	Active	Residential
6223	COVE CREEK DRIVE	Active	Residential
6227	COVE CREEK DRIVE	Active	Commercial
6231	COVE CREEK DRIVE	Active	Residential
6235	COVE CREEK DRIVE	Active	Residential
6238	COVE CREEK DRIVE	Active	Residential
6239	COVE CREEK DRIVE	Active	Residential
6242	COVE CREEK DRIVE	Active	Residential
6246	COVE CREEK DRIVE	Active	Residential
6251	COVE CREEK DRIVE	Active	Residential

6252	COVE CREEK DRIVE	Active	Residential
6255	COVE CREEK DRIVE	Active	Residential
6256	COVE CREEK DRIVE	Active	Residential
6259	COVE CREEK DRIVE	Active	Residential
6260	COVE CREEK DRIVE	Active	Residential
6263	COVE CREEK DRIVE	Active	Residential
6264	COVE CREEK DRIVE	Active	Residential
6267	COVE CREEK DRIVE	Active	Residential
6268	COVE CREEK DRIVE	Active	Residential
6272	COVE CREEK DRIVE	Active	Residential
6275	COVE CREEK DRIVE	Active	Residential
6276	COVE CREEK DRIVE	Active	Residential
6279	COVE CREEK DRIVE	Active	Residential
6280	COVE CREEK DRIVE	Active	Residential
6283	COVE CREEK DRIVE	Active	Residential
6284	COVE CREEK DRIVE	Active	Residential
6287	COVE CREEK DRIVE	Active	Residential
6288	COVE CREEK DRIVE	Active	Residential
6291	COVE CREEK DRIVE	Active	Residential
6292	COVE CREEK DRIVE	Active	Residential
6296	COVE CREEK DRIVE	Active	Residential
4605	ELK RIDGE COURT	Active	Commercial
4606	ELK RIDGE COURT	Active	Commercial
4610	ELK RIDGE COURT	Active	Commercial
4611	ELK RIDGE COURT	Active	Commercial
4616	ELK RIDGE COURT	Active	Commercial
4034	ENTERPRISE WAY	Active	Commercial
4050	ENTERPRISE WAY	Active	Commercial
4080	ENTERPRISE WAY	Active	Commercial
4187	FALCON PARKWAY	Active	Commercial
4311	FALCON PARKWAY	Active	Commercial
4335	FALCON PARKWAY	Active	Commercial
4400	FALCON PARKWAY	Active	Commercial
4400	FALCON PARKWAY	Active	Commercial
6168-2	GAINES FERRY ROAD	Active	Commercial
6168-3	GAINES FERRY ROAD	Active	Commercial
6168-4	GAINES FERRY ROAD	Active	Commercial
6168-5	GAINES FERRY ROAD	Active	Commercial
6500	GAINES FERRY ROAD	Active	Commercial
6500-A	GAINES FERRY ROAD	Active	Multi Family
6500-B	GAINES FERRY ROAD	Active	Multi Family
6500-C	GAINES FERRY ROAD	Active	Multi Family
6500-D	GAINES FERRY ROAD	Active	Multi Family
6500-E	GAINES FERRY ROAD	Active	Multi Family
6500-F	GAINES FERRY ROAD	Active	Multi Family
6500-G	GAINES FERRY ROAD	Active	Multi Family
6500-H	GAINES FERRY ROAD	Active	Multi Family

6500-I	GAINES FERRY ROAD	Active	Multi Family
6500-J	GAINES FERRY ROAD	Active	Multi Family
6500-K	GAINES FERRY ROAD	Active	Multi Family
5367	H F REED INDUSTRIAL PARKWAY	Active	Commercial
5420	H F REED INDUSTRIAL PARKWAY	Active	General Industry
4450	HOG MOUNTAIN ROAD	Active	Commercial
4676	HOG MOUNTAIN ROAD	Active	Commercial
4690	HOG MOUNTAIN ROAD	Active	Commercial
4690 HOUSE	HOG MOUNTAIN ROAD	Active	Commercial
4690-H101	HOG MOUNTAIN ROAD	Active	Commercial
4690-H102	HOG MOUNTAIN ROAD	Active	Commercial
4690-H103	HOG MOUNTAIN ROAD	Active	Commercial
4706	HOG MOUNTAIN ROAD	Active	Commercial
4841-A	HOG MOUNTAIN ROAD	Active	Commercial
4841-C	HOG MOUNTAIN ROAD	Active	Commercial
4841-D	HOG MOUNTAIN ROAD	Active	Commercial
4841-E	HOG MOUNTAIN ROAD	Active	Commercial
4856	HOG MOUNTAIN ROAD	Active	Commercial
4135	INDUSTRY WAY	Active	Commercial
4142	INDUSTRY WAY	Active	Commercial
4148	INDUSTRY WAY	Active	Irrigation-Com
4148	INDUSTRY WAY	Active	Commercial
4172	INDUSTRY WAY	Active	Commercial
5575	JIM CROW ROAD	Active	Commercial
5627	JIM CROW ROAD	Active	Residential
6205	LITTLE COVE DRIVE	Active	Residential
6206	LITTLE COVE DRIVE	Active	Residential
6209	LITTLE COVE DRIVE	Active	Residential
6210	LITTLE COVE DRIVE	Active	Residential
6213	LITTLE COVE DRIVE	Active	Residential
6214	LITTLE COVE DRIVE	Active	Residential
6217	LITTLE COVE DRIVE	Active	Residential
6218	LITTLE COVE DRIVE	Active	Residential
6221	LITTLE COVE DRIVE	Active	Residential
6222	LITTLE COVE DRIVE	Active	Residential
4216	MARTIN ROAD	Active	Commercial
4322	MCBRAYER ROAD	Active	General Industry
4322	MCBRAYER ROAD	Active	Commercial
4330	MCBRAYER ROAD	Active	Commercial
4402	MCBRAYER ROAD	Active	Commercial
4409	MCBRAYER ROAD	Active	Commercial
5340	MCEVER ROAD	Active	Commercial
5350	MCEVER ROAD	Active	Commercial
5362	MCEVER ROAD	Active	Commercial
5385	MCEVER ROAD	Active	General Industry
5458	MCEVER ROAD	Active	Commercial
5462	MCEVER ROAD	Active	Commercial

5466	MCEVER ROAD	Active	Commercial
5470	MCEVER ROAD	Active	Commercial
5500	MCEVER ROAD	Active	Commercial
5524	MCEVER ROAD	Active	Commercial
5536	MCEVER ROAD	Active	Commercial
5658-100	MCEVER ROAD	Active	Commercial
5658-200	MCEVER ROAD	Active	Multi Family
5658-300	MCEVER ROAD	Active	Multi Family
5658-400	MCEVER ROAD	Active	Multi Family
5658-500	MCEVER ROAD	Active	Multi Family
5658-600	MCEVER ROAD	Active	Multi Family
5602	MOHAVE COURT	Active	Residential
5603	MOHAVE COURT	Active	Residential
5608	MOHAVE COURT	Active	Residential
5609	MOHAVE COURT	Active	Residential
5614	MOHAVE COURT	Active	Residential
5615	MOHAVE COURT	Active	Residential
5620	MOHAVE COURT	Active	Residential
5621	MOHAVE COURT	Active	Residential
5626	MOHAVE COURT	Active	Residential
5627	MOHAVE COURT	Active	Residential
5632	MOHAVE COURT	Active	Residential
5633	MOHAVE COURT	Active	Residential
5638	MOHAVE COURT	Active	Residential
5639	MOHAVE COURT	Active	Residential
5644	MOHAVE COURT	Active	Residential
5676	NEWBERRY POINT DRIVE	Active	Residential
5678	NEWBERRY POINT DRIVE	Active	Residential
5682	NEWBERRY POINT DRIVE	Active	Residential
5685	NEWBERRY POINT DRIVE	Active	Residential
5904	PARK BAY COURT	Active	Residential
5907	PARK BAY COURT	Active	Residential
5908	PARK BAY COURT	Active	Residential
5911	PARK BAY COURT	Active	Residential
5912	PARK BAY COURT	Active	Residential
5915	PARK BAY COURT	Active	Residential
5916	PARK BAY COURT	Active	Residential
5919	PARK BAY COURT	Active	Residential
5920	PARK BAY COURT	Active	Residential
5923	PARK BAY COURT	Active	Residential
5932	PARK BAY COURT	Active	Commercial
5802	PARK POINT	Active	Residential
5805	PARK POINT	Active	Residential
5806	PARK POINT	Active	Residential
5809	PARK POINT	Active	Residential
5810	PARK POINT	Active	Residential
5813	PARK POINT	Active	Residential

5814	PARK POINT	Active	Residential
5817	PARK POINT	Active	Residential
5818	PARK POINT	Active	Residential
5821	PARK POINT	Active	Residential
5822	PARK POINT	Active	Residential
4695	RADFORD ROAD	Active	Commercial
5507	RADFORD ROAD	Active	Commercial
5544	RADFORD ROAD	Active	Commercial
5321	RAFE BANKS DRIVE	Active	Commercial
5322	RAFE BANKS DRIVE	Active	Commercial
5359	RAFE BANKS DRIVE	Active	Commercial
5380	RAFE BANKS DRIVE	Active	General Industry
5380	RAFE BANKS DRIVE	Active	General Industry
5380	RAFE BANKS DRIVE	Active	General Industry
5385	RAFE BANKS DRIVE	Active	Irrigation-Com
5405	RAFE BANKS DRIVE	Active	Commercial
5445	RAFE BANKS DRIVE	Active	Commercial
5531	RAFE COURT	Active	Commercial
5535	RAFE COURT	Active	Commercial
5703	SHORE ISLE COURT	Active	Residential
5704	SHORE ISLE COURT	Active	Residential
5707	SHORE ISLE COURT	Active	Residential
5708	SHORE ISLE COURT	Active	Residential
5711	SHORE ISLE COURT	Active	Residential
5712	SHORE ISLE COURT	Active	Residential
5715	SHORE ISLE COURT	Active	Residential
5716	SHORE ISLE COURT	Active	Residential
5720	SHORE ISLE COURT	Active	Residential
5724	SHORE ISLE COURT	Active	Residential
5728	SHORE ISLE COURT	Active	Residential
5729	SHORE ISLE COURT	Active	Residential
5732	SHORE ISLE COURT	Active	Residential
5736	SHORE ISLE COURT	Active	Residential
5740	SHORE ISLE COURT	Active	Residential
5744	SHORE ISLE COURT	Active	Residential
5751	SHORE ISLE COURT	Active	Residential
5752	SHORE ISLE COURT	Active	Residential
5755	SHORE ISLE COURT	Active	Residential
5756	SHORE ISLE COURT	Active	Residential
5759	SHORE ISLE COURT	Active	Residential
5760	SHORE ISLE COURT	Active	Residential
5763	SHORE ISLE COURT	Active	Residential
5764	SHORE ISLE COURT	Active	Residential
5659	SOUTHFIELD DRIVE	Active	Commercial
5851	SPOUT SPRINGS ROAD	Active	Commercial
5855-A401	SPOUT SPRINGS ROAD	Active	Commercial
5855-A405	SPOUT SPRINGS ROAD	Active	Commercial

5855-A406	SPOUT SPRINGS ROAD	Active	Commercial
5855-A407	SPOUT SPRINGS ROAD	Active	Commercial
5855-A408	SPOUT SPRINGS ROAD	Active	Commercial
5857-A301	SPOUT SPRINGS ROAD	Active	Commercial
5857-A302	SPOUT SPRINGS ROAD	Active	Commercial
5857-A303	SPOUT SPRINGS ROAD	Active	Commercial
5857-A304	SPOUT SPRINGS ROAD	Active	Commercial
5857-A305	SPOUT SPRINGS ROAD	Active	Commercial
5857-A306	SPOUT SPRINGS ROAD	Active	Commercial
5861	SPOUT SPRINGS ROAD	Active	Commercial
5863	SPOUT SPRINGS ROAD	Active	Commercial
5865	SPOUT SPRINGS ROAD	Active	Commercial
5869	SPOUT SPRINGS ROAD	Active	Commercial
5871	SPOUT SPRINGS ROAD	Active	Commercial
5873	SPOUT SPRINGS ROAD	Active	Commercial
5877-D200	SPOUT SPRINGS ROAD	Active	Commercial
5877-D500	SPOUT SPRINGS ROAD	Active	Commercial
5877-D501	SPOUT SPRINGS ROAD	Active	Commercial
5879-D400	SPOUT SPRINGS ROAD	Active	Commercial
5879-D401	SPOUT SPRINGS ROAD	Active	Commercial
5879-D403	SPOUT SPRINGS ROAD	Active	Commercial
5883	SPOUT SPRINGS ROAD	Active	Commercial
5885	SPOUT SPRINGS ROAD	Active	Commercial
5887-D101	SPOUT SPRINGS ROAD	Active	Commercial
5887-D201	SPOUT SPRINGS ROAD	Active	Commercial
5887-D300	SPOUT SPRINGS ROAD	Active	Commercial
5887-D301	SPOUT SPRINGS ROAD	Active	Commercial
5887-HOUSE	SPOUT SPRINGS ROAD	Active	Commercial
5900	SPOUT SPRINGS ROAD	Active	Commercial
5900	SPOUT SPRINGS ROAD	Active	Commercial
5905	SPOUT SPRINGS ROAD	Active	Commercial
5911	SPOUT SPRINGS ROAD	Active	Commercial
5915	SPOUT SPRINGS ROAD	Active	Commercial
5963	SPOUT SPRINGS ROAD	Active	Commercial
6302	SPRING COVE DRIVE	Active	Residential
6303	SPRING COVE DRIVE	Active	Residential
6306	SPRING COVE DRIVE	Active	Residential
6310	SPRING COVE DRIVE	Active	Residential
6313	SPRING COVE DRIVE	Active	Residential
6314	SPRING COVE DRIVE	Active	Residential
6318	SPRING COVE DRIVE	Active	Residential
6322	SPRING COVE DRIVE	Active	Residential
6326	SPRING COVE DRIVE	Active	Residential
6330	SPRING COVE DRIVE	Active	Residential
6334	SPRING COVE DRIVE	Active	Commercial
6344	SPRING COVE DRIVE	Active	Residential
6347	SPRING COVE DRIVE	Active	Residential

6348	SPRING COVE DRIVE	Active	Residential
6351	SPRING COVE DRIVE	Active	Residential
6352	SPRING COVE DRIVE	Active	Residential
6355	SPRING COVE DRIVE	Active	Residential
6356	SPRING COVE DRIVE	Active	Residential
6359	SPRING COVE DRIVE	Active	Residential
6363	SPRING COVE DRIVE	Active	Residential
6364	SPRING COVE DRIVE	Active	Residential
6367	SPRING COVE DRIVE	Active	Residential
6368	SPRING COVE DRIVE	Active	Residential
6371	SPRING COVE DRIVE	Active	Residential
6372	SPRING COVE DRIVE	Active	Residential
6375	SPRING COVE DRIVE	Active	Residential
6376	SPRING COVE DRIVE	Active	Residential
6380	SPRING COVE DRIVE	Active	Residential
6381	SPRING COVE DRIVE	Active	Residential
6384	SPRING COVE DRIVE	Active	Residential
5317	T L BOWER WAY	Active	Commercial
5325	T L BOWER WAY	Active	Commercial
4170	TANNERS CREEK DRIVE	Active	Commercial
4175	TANNERS CREEK DRIVE	Active	Commercial
4181	TANNERS CREEK DRIVE	Active	Commercial
6503	TEAL TRAIL DRIVE	Active	Residential
6504	TEAL TRAIL DRIVE	Active	Residential
6507	TEAL TRAIL DRIVE	Active	Residential
6508	TEAL TRAIL DRIVE	Active	Residential
6511	TEAL TRAIL DRIVE	Active	Residential
6515	TEAL TRAIL DRIVE	Active	Residential
6516	TEAL TRAIL DRIVE	Active	Residential
6519	TEAL TRAIL DRIVE	Active	Residential
6523	TEAL TRAIL DRIVE	Active	Residential
6527	TEAL TRAIL DRIVE	Active	Residential
6528	TEAL TRAIL DRIVE	Active	Residential
6531	TEAL TRAIL DRIVE	Active	Residential
6535	TEAL TRAIL DRIVE	Active	Residential
6536	TEAL TRAIL DRIVE	Active	Residential
6539	TEAL TRAIL DRIVE	Active	Residential
6540	TEAL TRAIL DRIVE	Active	Residential
6543	TEAL TRAIL DRIVE	Active	Residential
6544	TEAL TRAIL DRIVE	Active	Residential
6547	TEAL TRAIL DRIVE	Active	Residential
6551	TEAL TRAIL DRIVE	Active	Residential
6554	TEAL TRAIL DRIVE	Active	Residential
6558	TEAL TRAIL DRIVE	Active	Residential
6559	TEAL TRAIL DRIVE	Active	Residential
4300	THURMON TANNER PARKWAY	Active	Commercial
4331	THURMON TANNER PARKWAY	Active	General Industry

4650	THURMON TANNER PARKWAY	Active	Commercial
4000	THURMON TANNER ROAD	Active	Commercial
4125	W WHITE ROAD	Active	Commercial
4144	W WHITE ROAD	Active	Residential
4152	W WHITE ROAD	Active	Residential
5529	ASHMOORE CT	inactive	Residential
5537	ASHMOORE CT	inactive	Residential
5633	ASHMOORE CT	inactive	Residential
5646	ASHMOORE CT	inactive	Residential
6405	BLUE HERRON DR	inactive	Residential
6428	BLUE HERRON DR	inactive	Residential
5641	CHINOOK CT	inactive	Residential
6215	COVE CREEK DR	inactive	Residential
6252	COVE CREEK DR	inactive	Residential
6280	COVE CREEK DR	inactive	Residential
6283	COVE CREEK DR	inactive	Residential
6287	COVE CREEK DR	inactive	Residential
4676	HOG MOUNTAIN RD	inactive	Residential
4706	HOG MOUNTAIN RD	inactive	Residential
5575	JIM CROW RD	inactive	Residential
6210	LITTLE COVE DR	inactive	Residential
6213	LITTLE COVE DR	inactive	Residential
5639	MOHAVE CT	inactive	Residential
5682	NEWBERRY POINT DR	inactive	Residential
5813	PARK POINT DR	inactive	Residential
5817	PARK POINT DR	inactive	Residential
5704	SHORE ISLE CT	inactive	Residential
5715	SHORE ISLE CT	inactive	Residential
5720	SHORE ISLE CT	inactive	Residential
5729	SHORE ISLE CT	inactive	Residential
5751	SHORE ISLE CT	inactive	Residential
5755	SHORE ISLE CT	inactive	Residential
5879	SPOUT SPRINGS RD D401	inactive	Commercial
6303	SPRING COVE DR	inactive	Residential
6364	SPRING COVE DR	inactive	Residential
6376	SPRING COVE DR	inactive	Residential

**inactive accounts need to be set up to bill for sewer. They never established an account with Flowery Branch but are on the Gainesville Water.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/23/2019
Presenter: Bryan Lackey
Item of Business: BR-2019-39 Youth Sports Complex Property Acquisition

Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to authorize the purchase of property from Gainesville MERS/APRS, L.L.C. and FRS-GA, L.L.C.

History/Background:

There is a desire to increase public parks and recreation opportunities for the citizens of Gainesville.

Facts & Issues for Consideration:

The proposed resolution authorizes the purchase of 88.9 acres at 2490 SE Old Cornelia Highway at a cost of \$777,875.

Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

\$777,875

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
▣ BR-2019-39 Youth Sports Complex Property Acquisition	Resolution
▣ Youth Sports Complex Real Estate and Sales Agreement	Contract/Agreement/MOU
▣ Youth Sports Complex Presentation	Powerpoint Presentation

RESOLUTION BR-2019-39

YOUTH SPORTS COMPLEX PROPERTY ACQUISITION

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue efforts regarding public parks and recreational opportunities for the citizens of Gainesville; and

WHEREAS, the property owned by Gainesville MERS/APRS, L.L.C. and FRS-GA, L.L.C. (the "Sellers"), located at 2490 SE Old Cornelia Highway, as more particularly described in the Real Estate Purchase and Sale Agreement described below, will be used by the City to provide parks and recreational opportunities for the public; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt and ratify the Real Estate Purchase and Sale Agreement between the City and the Sellers, with an effective date of September 24, 2019, and does hereby authorize the purchase of the property owned by the Sellers and directs the Mayor, the City Manager and the City Attorney to execute the Real Estate Purchase and Sale Agreement with the Sellers, as well as all other such documents and agreements that may be necessary to complete the closing of the purchase of the property.

Adopted this ____ day of _____, 2019.

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

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Gainesville MERS/APRS, L.L.C., a resident of the State of Louisiana, FRS-GA, L.L.C., a resident of the State of Louisiana (Gainesville MERS/APRS, L.L.C. and FRS-GA, L.L.C. collectively the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, known as 2490 SE Old Cornelia Highway, being tax parcel number 15033 000001, as depicted on the attached Exhibit "B" as Tracts "A" and "B" and Tax Parcels ending 000164, 000001B, 000086, 000004, 000034, 000003 (Collectively the "Large Parcel");

WHEREAS, Seller is the owner of the certain parcel of real property consisting of 88.9 acres, located within the Large Parcel, and depicted on the attached Exhibit "A" (the "Property");

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

WITNESSETH:

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

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

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be \$777,875 Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 Purchaser intends to conduct geotechnical testing and to obtain a Phase 1 environmental assessment on the Property and any additional assessments indicated by the results of the geotechnical testing and Phase 1 assessment. The obligations of Purchaser are expressly contingent upon satisfactory results from any geotechnical testing and environmental study in the sole and complete discretion of Purchaser.

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

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

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

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

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

Purchaser shall indemnify, hold harmless from and defend Seller, and its agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with Purchaser's or any Representative's breach of the confidentiality and other obligations set forth in this Contract, entry onto the Property or enforcement of this indemnity. All indemnification obligations contained herein shall survive the Closing and any termination of this Contract.

"AS IS" PURCHASE

To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the

transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

From and after the date of Closing, Purchaser, for itself and its Representatives, successors-in-title, successors and assigns, hereby releases, indemnifies, holds harmless and forever discharges Seller and his agents, affiliates, successors and assigns (collectively the "releasees") from any and all rights, claims and demands, damages and losses at law or in equity, whether known or unknown at the time of this Contract, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or any similar federal, state or local statute, rule or regulation and any and all matters affecting the Property.

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

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the fifth (5th) business day after the Effective Date, Seller shall deliver to Purchaser through Purchaser's attorney copies of any and all such documents concerning the title and condition of the Property as

are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent rolls for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential, and the indemnification obligation set forth in Section 1.6 of this Agreement will apply in the event of a failure to comply with this confidentiality obligation. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within five (5) business days of the Closing date or within five (5) business days of the termination of this Agreement, whichever occurs first.

1.9 Condition of Property. Seller represents that at the closing any and all improvements located on the Property will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via limited warranty deed.

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

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

to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser may, at Purchaser's option, pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, within the Inspection Period, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing and within the Inspection Period of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. Seller and Purchaser recognize that the exact location and acreage of the Property may change slightly as Purchaser works, within the Inspection Period, to have the Property surveyed and to finalize Purchaser's overall plan for the development of the Property. In the event that the final Survey results in the total acreage of the Property being more than 88.9 acres, Purchaser and Seller agree that the Purchase Price shall be adjusted to increase the Purchase Price to reflect a final price of \$8,750 per acre.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall, at Purchaser's option, during the Inspection Period, confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 INTENTIONALLY OMITTED

1.16 Flood Determination. Purchaser shall, at Purchaser's option, during the Inspection Period, confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

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

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

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

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

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

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

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

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

services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

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

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

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

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

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement.

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

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this

Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15) day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

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

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

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

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

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

If to Purchaser: City of Gainesville
Attention: Bryan Lackey
300 Henry Ward Way
Gainesville, GA 30501
Phone 770-535-6860
Email: blackey@gainesville.org

With a copy to: Hulsey, Oliver and Mahar, LLP
Attention: Abb Hayes
200 E. E. Butler Parkway
Gainesville, GA 30501

Phone: 770-532-6312
Email: ash@homlaw.com

If to Seller:

Steven Stockstill, Manager
FRS-GA LLC
3100 Brentwood Drive
Baton Rouge, LA 70809
Phone: 225-925-4060
Email: stocks@ffret.com

and

Warren Ponder, Executive Director
Municipal Employees' Retirement System of Louisiana
7937 Office Park Boulevard
Baton Rouge, LA 70809
(225) 925-4810
Email: warren@mersla.com

and

Honorable John Schroder
State Treasurer
Louisiana Department of Treasury
P.O. Box 76
Baton Rouge, LA 70821
Phone: 225-342-0016
Email: jschroder@treasury.la.gov

and

Nancy Keaton
Louisiana Department of Treasury
P.O. Box 76
Baton Rouge, LA 70821
Phone: 225-342-0016
Email: nkeaton@treasury.la.gov

With a copy to:

Smith, Gilliam, Williams & Miles PA
Attention: Steve Gilliam
301 Green St. NW, Suite 200
Gainesville, GA 30501
Phone: 770-536-3381
Email: sgilliam@sgwmfirm.com

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

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

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

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

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

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

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

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

- A. Purchaser and Seller acknowledge that they are entering into this Agreement to accomplish a voluntary transfer of the Property. The Parties acknowledge that, but for this Agreement, Purchaser intended to seek title to the Property through eminent domain proceedings.
- B. INTENTIONALLY OMITTED
- C. INTENTIONALLY OMITTED

- D. Purchaser agrees that it shall construct a youth sports complex (the "Park") on the Property and shall include deed restrictions at Closing to ensure that the Property is not used for another purpose. Prior to Closing, Seller shall have the opportunity to review and approve said deed restrictions.
- E. During the Inspection Period, Seller and Purchaser will enter into a development agreement, which development agreement shall survive closing, in which the following issues shall be addressed:
- a. Purchaser shall be responsible for the design and construction of a storm water structure (accounting for detention, water quality, channel protection, and infiltration) for the development of the youth sports complex that shall be sized and placed for the benefit of the overall development plan for that drainage basin. Seller shall allow the placement of such structure on the Large Parcel, in a mutually agreed upon location. The Parties shall agree to any easements needed for the drainage structures.
 - b. A traffic study shall be performed to determine the appropriate design of the entrance improvements for the overall project. Purchaser shall pay the cost of the traffic study.
 - c. Purchaser will construct an access road onto Old Cornelia Highway to serve the Park and Large Parcel, as well as a traffic light to provide for ease of access. Purchaser will also extend the construction of the access road/boulevard to the Large Parcel not later than thirty (30) months from the Closing Date. During the Inspection Period, Purchaser and Seller agree to work together in good faith to reach an agreement regarding the details of such construction, including but not limited to the potential acquisition by Purchaser of any additional property required for the above referenced access road, including but not limited to intersection improvements, monumentation and landscaping. Said additional property may include the properties shown on the attached Exhibit "B" and delineated as Tracts "C", "D", and "E".
 - d. During the Inspection Period, Purchaser and Seller shall work together in good faith regarding the use of wetland and stream impacts, available under a nationwide permit, prior to the filing of any permit application with the Corps of Engineers or Georgia Department of Natural Resources. Purchaser shall pay the cost of a wetlands delineation to address the property shown on the attached Exhibit "C".
 - e. Purchaser shall design and install all water lines sized adequately for the entire development.
- F. Purchaser and Seller agree that the following stipulations shall survive Closing:

a. Purchaser shall initiate the rezoning of the Large Parcel to accommodate the Seller's updated master plan. Seller shall provide Purchaser with a site plan for the Large Parcel prior to any rezoning application being initiated.

b. Purchaser shall be responsible, after a successful rezoning of the Large Parcel to accommodate Seller's updated master plan, for the design and construction of a pump station and force main appropriately sized to serve the entire development. Purchaser agrees to have the pump station and force main operational in conjunction with the construction of the first phase of Seller's development.

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

Purchaser:

CITY OF GAINESVILLE

By: Bryan Lackey

Bryan Lackey, City Manager

Attest: Denise O. Jordan

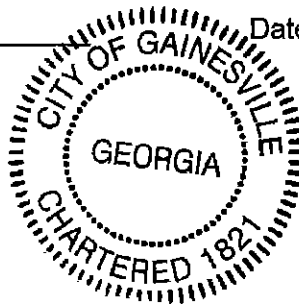
Denise O. Jordan, City Clerk

Date: 10/1/19

CITY SEAL

Approved as to form: Abbott S. Hayes, Jr.

Abbott S. Hayes, Jr., City Attorney



[SIGNATURES CONTINUED ON NEXT PAGE]

Seller:

GAINESVILLE MERS/APRS, LLC

By: Warren D Ponder

Date: 9/24/19

Name: Warren D Ponder

Title: Member

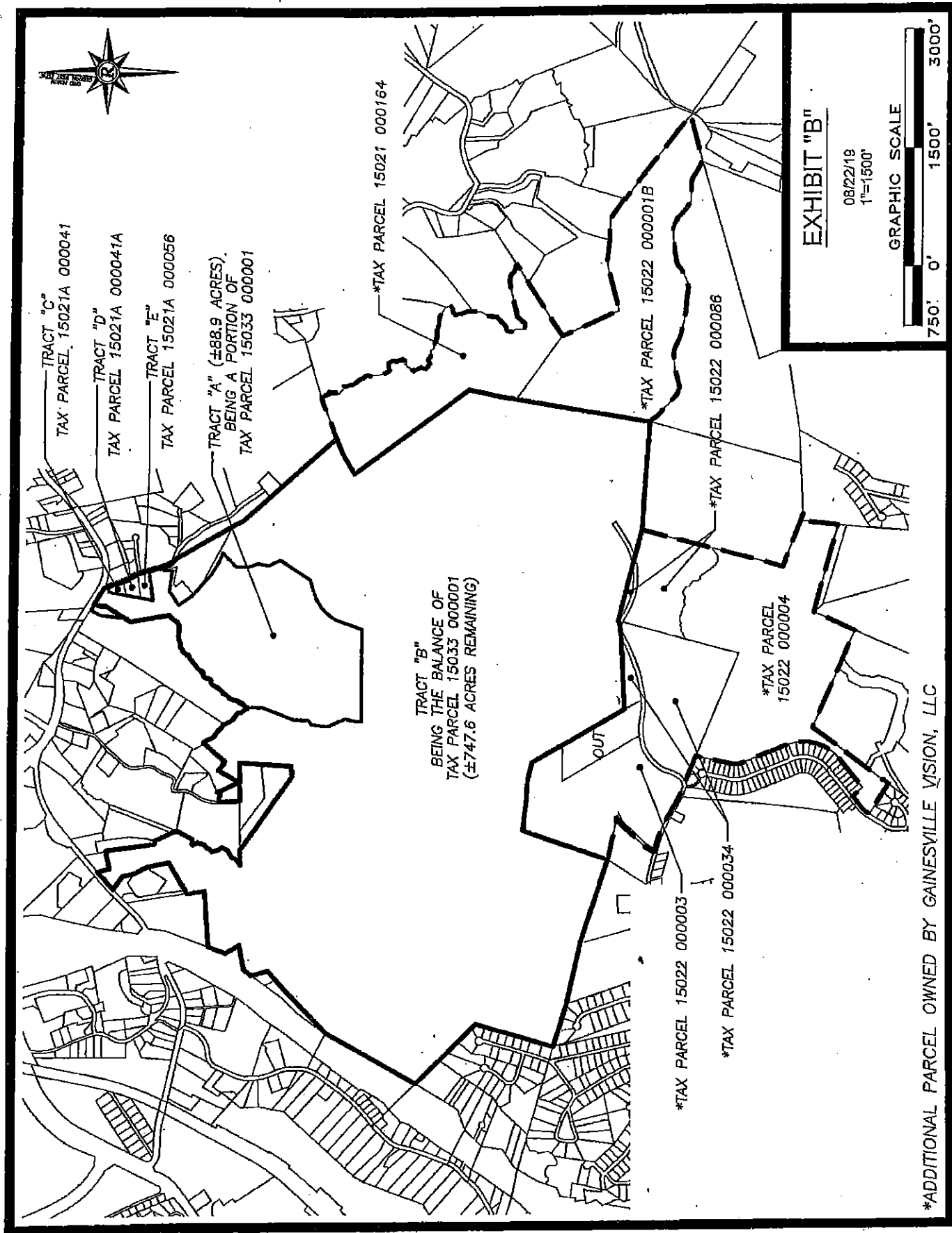
FRS-GA, L.L.C.

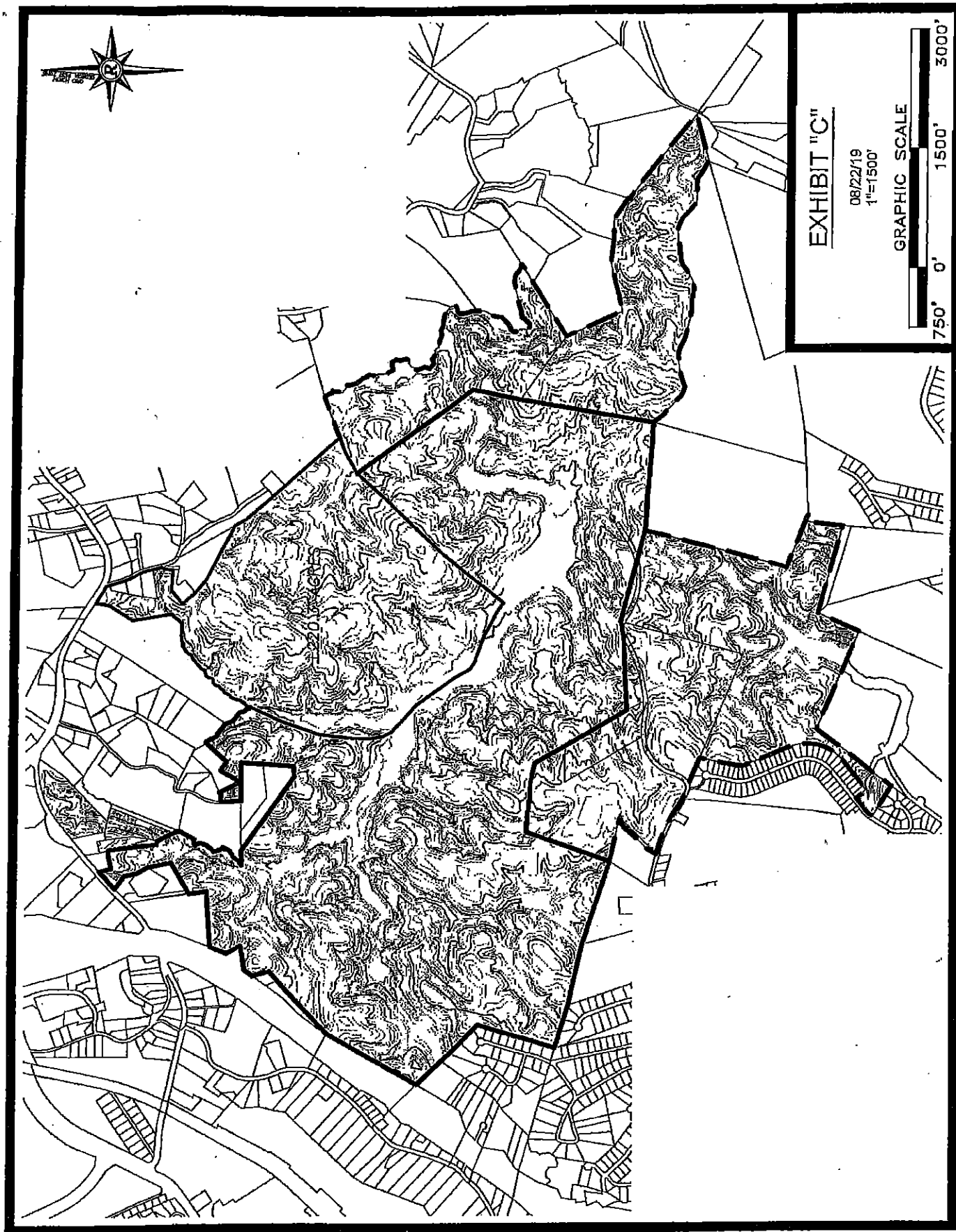
By: Steven Stockstill

Date: 09/24/19

Name: STEVEN STOCKSTILL

Title: MANAGER

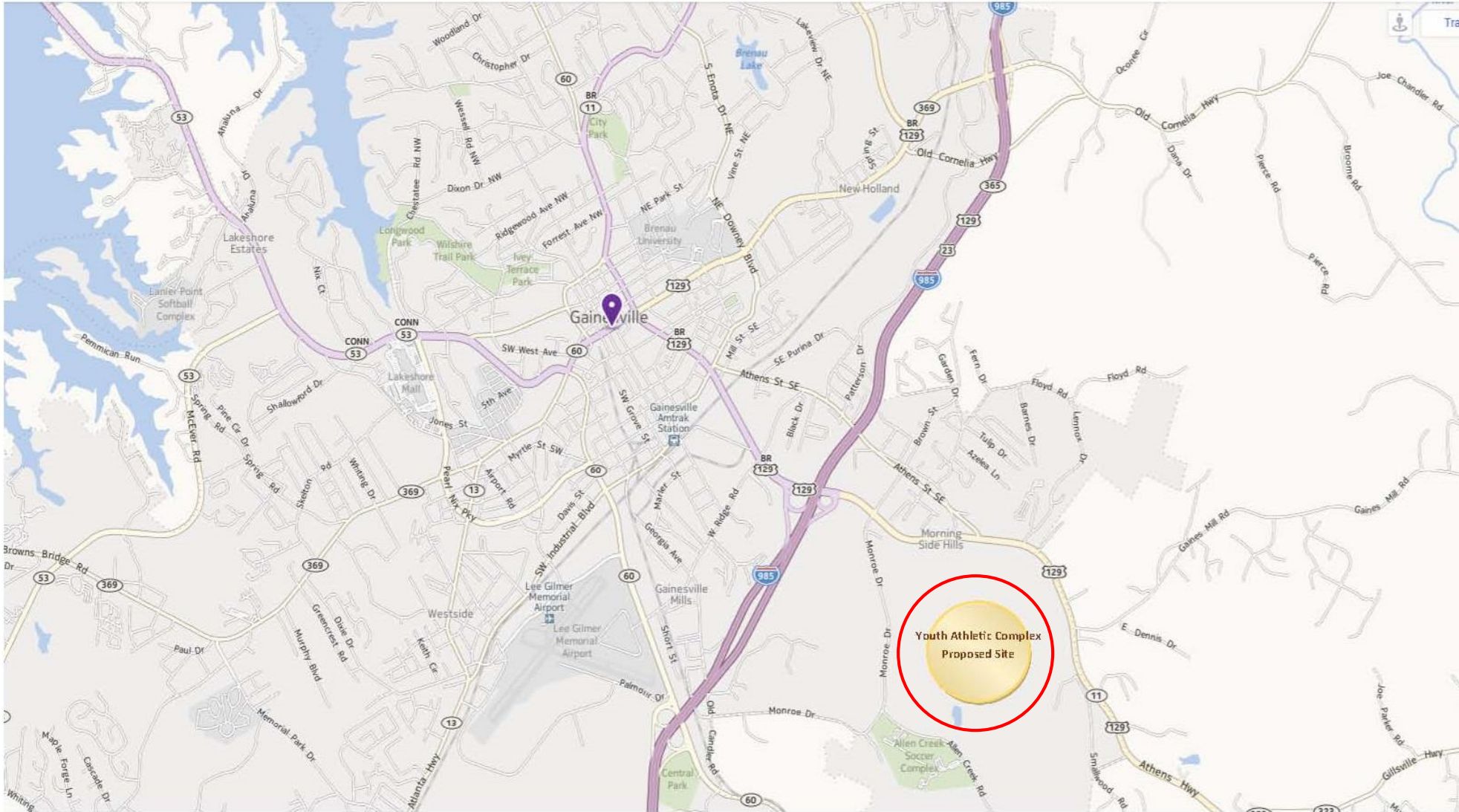




Youth Athletic Complex



Proposed Site of Youth Athletic Complex



Proposed Youth Athletic Complex

① BALLFIELD COMPLEX

- * 6 FIELDS TERRACED AT DIFFERENT LEVELS
- * UPPER AREA WITH CONCESSION/RESTROOMS
- * LOWER AREA WITH RESTROOMS
- * INTERNAL PARK SPACE WITH BATTING CAGES, PAVILIONS, & PLAYGROUND



② SHARED PARKING

- * PARKING FOR APPROX. 700
- * BUILD PORTIONS OF PARKING WITH EA, PHASE



③ PAVILION/PLAYGROUND

- * LARGE COMMUNITY PLAYGROUND
- * LARGE PICNIC PAVILION
- * RESTROOMS
- * OPEN PLAY LAWN
- * PARKING FOR 80



④ MAINTENANCE

- * METAL GARAGE WITH ROLL UP DOORS
- * SMALL OFFICE AND RESTROOMS
- * FENCED AND PAVED COMPOUND



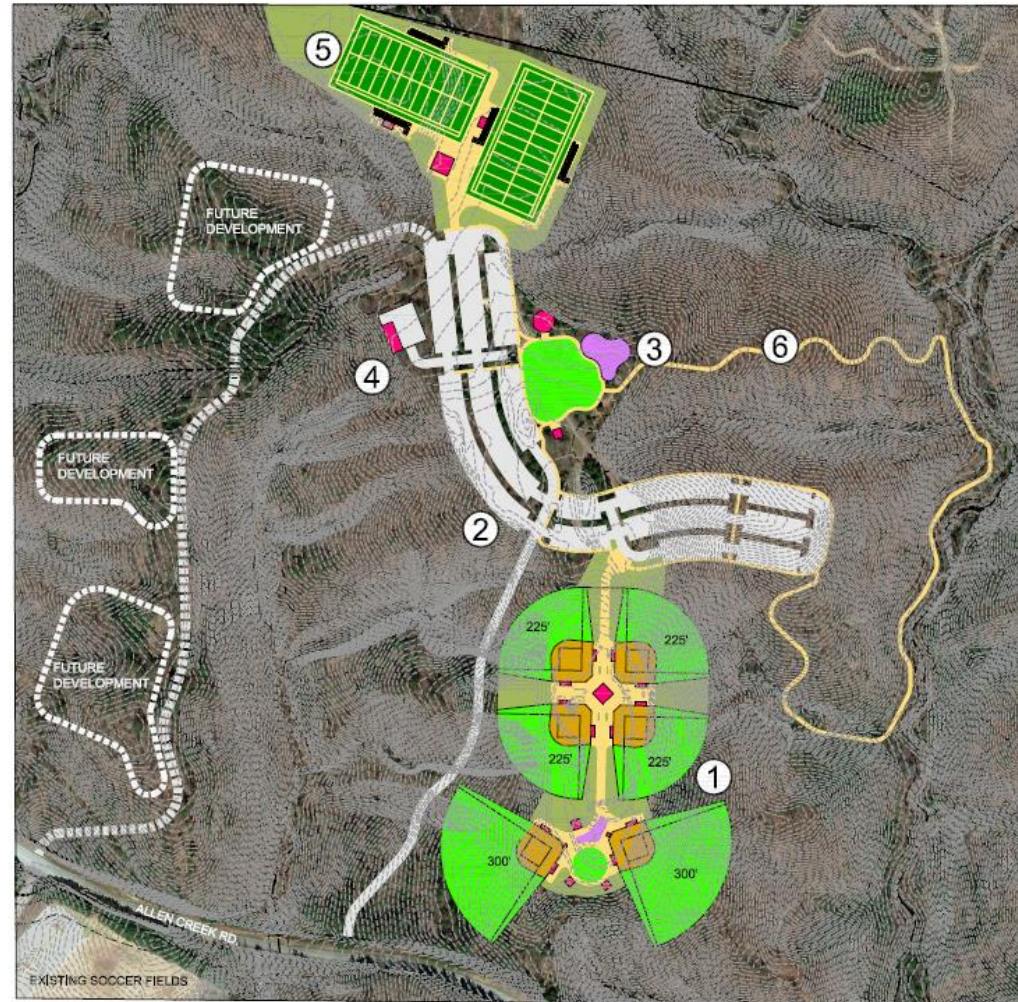
⑤ MULTI-PURPOSE FIELDS

- * 2 FOOTBALL/SOCCER/LACROSSE FIELDS
- * ARTIFICIAL TURF FOR YEAR ROUND PLAY
- * PRESSBOXES AND BLEACHERS
- * CONCESSION/RESTROOMS
- * SPACE IS AVAILABLE OUTSIDE FENCED AREAS FOR ADDITIONAL PRACTICE SPACE IF NEEDED



⑥ TRAILS

- * HARD SURFACE AND SOFT SURFACE TRAIL NETWORKS



CONCEPT PLAN

ALLEN CREEK PARK EXPANSION

GAINESVILLE, GEORGIA

Economic Impact Matters

Hotels



Restaurants



Fuel

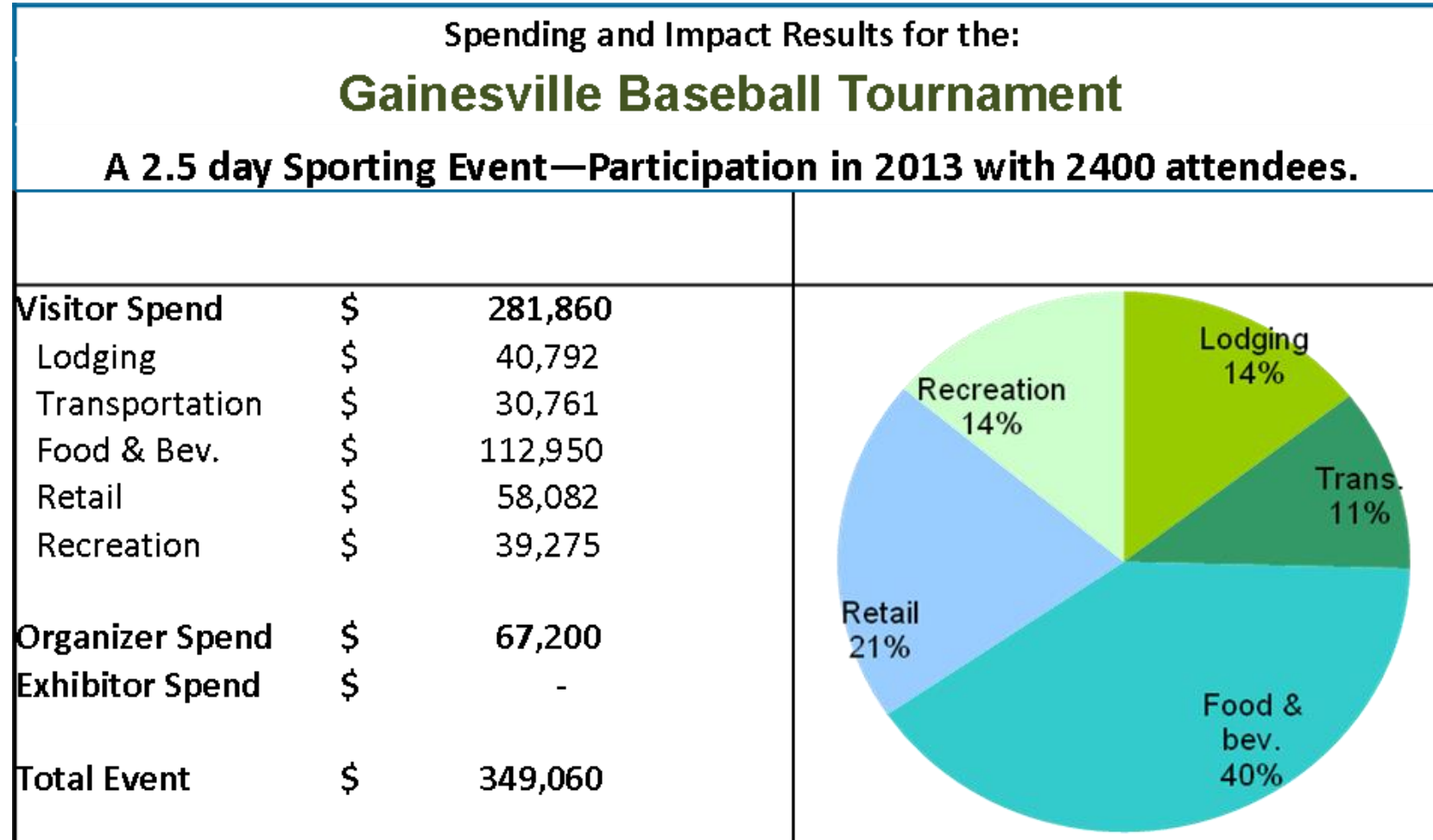


Shopping



Studies have shown that financial investment in recreation pays dividends throughout the community. The investment annually in City Parks and Recreation programs not only produces important services but also creates a multiplier effect that boosts returns to the community that are well over the original investment in real dollars.

Economic Impact



* Source—Georgia Department of Economic Development

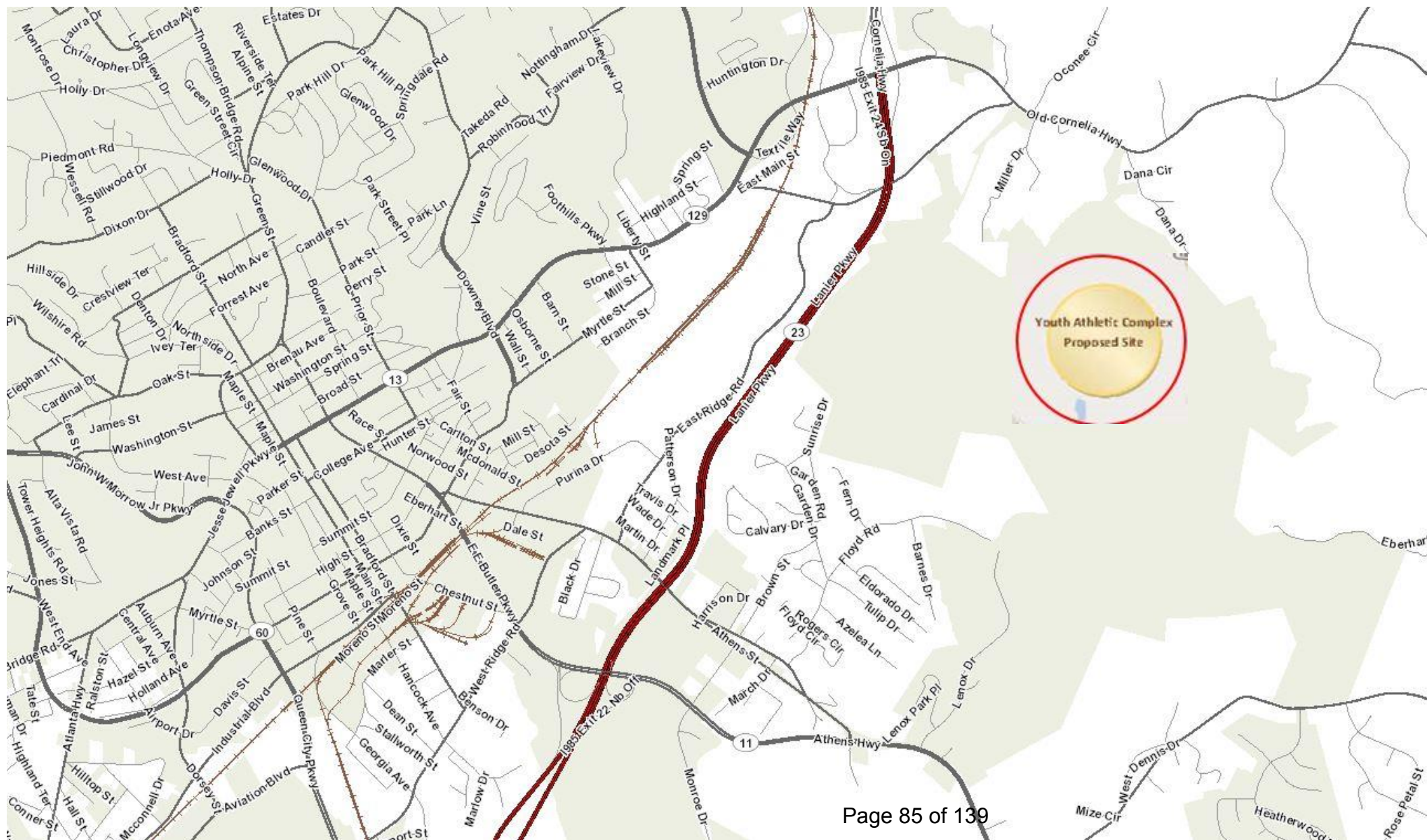
Economic Impact

Visitor Spending Assumptions			
	Per Day Per Person Spending	Event Scale	Estimated Per Person Per Day Spend
TOTAL	\$87.48	1	\$87.48
Lodging	\$21.28	1	\$21.28
Transp.	\$8.17	1	\$8.17
Food & Bev.	\$33.80	1	\$33.80
Retail	\$12.09	1	\$12.09
Recreation	\$12.14		\$12.14
	Persons / Room	3.2	

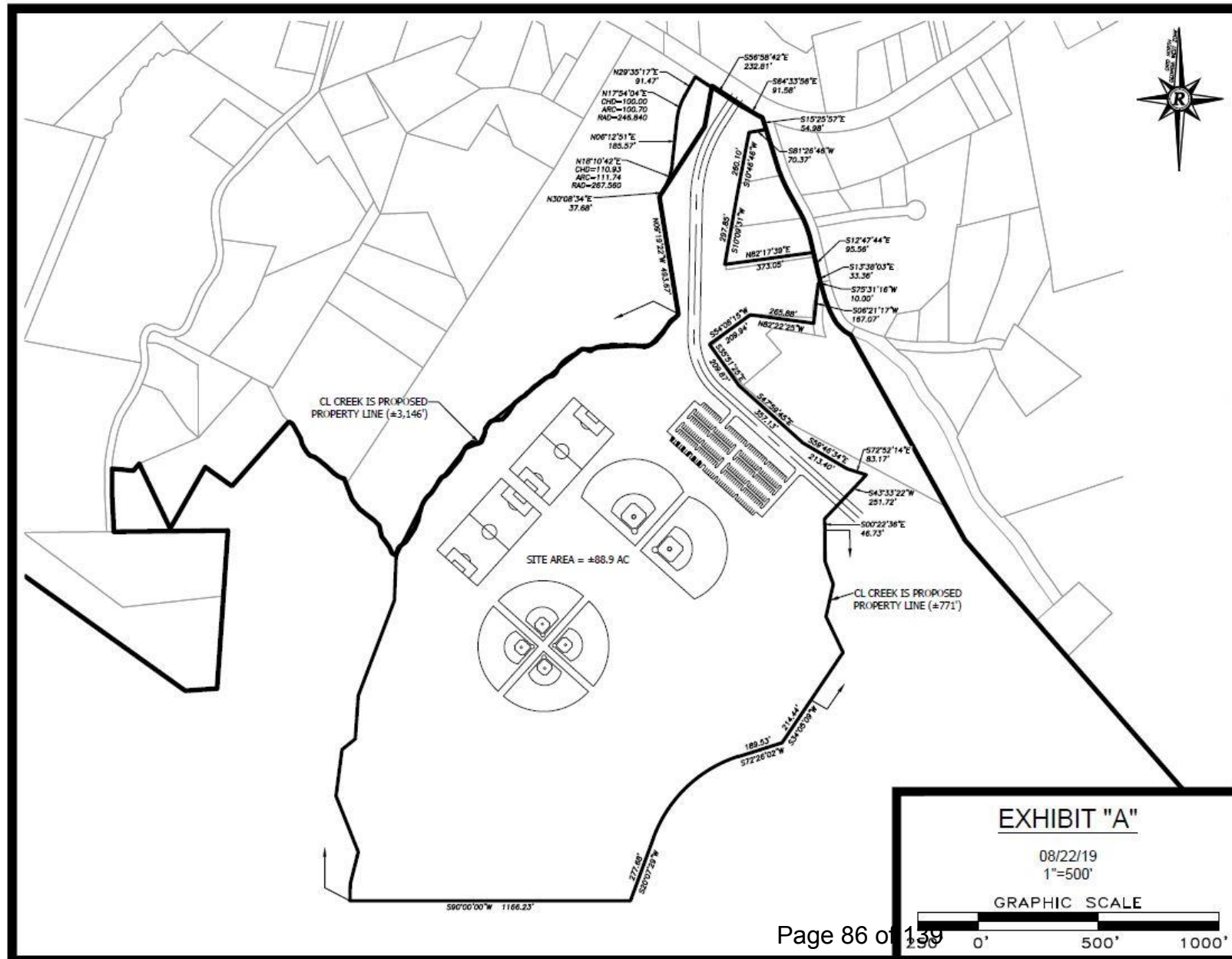
Economic Impact Summary			
	Direct	Indirect/Induced	Total
Business Sales	\$ 349,060	\$ 209,479	\$ 558,539
Wages	\$ 142,688	\$ 85,827	\$ 228,514
Jobs Supported			
Person days	1318	428	1746
Persons	293	95	388
Annual FTEs	5	2	7
Taxes			
Federal			\$ 41,633
State			\$ 19,105
Local			\$ 16,275
of which bed tax			\$ 3,263

Economic Impact of 1 Tournament - \$558,539

Proposed Site of Youth Athletic Complex



Proposed Youth Athletic Complex



Proposed Youth Athletic Complex



The “Coop”!

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 9/9/2019

Presenter: Angela Sheppard

Item of Business: **Ordinance No. 2019-29**
Amend Chapter 6-4 Regarding Gainesville Civic Center
AN ORDINANCE TO AMEND SECTION 6-4-93, ENTITLED "GAINESVILLE CIVIC CENTER," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION 6 OF THE DEFINITION OF "PREMISES" IN SECTION 6-4-2, ENTITLED "DEFINITIONS," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION (h) OF SECTION 6-4-100, ENTITLED "NON-PROFIT SPECIAL TEMPORARY EVENT PERMIT," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY; TO AMEND SUBSECTIONS (f), (g), (h), AND (i) OF SECTION 6-4-101, ENTITLED "FOR-PROFIT SPECIAL TEMPORARY EVENT PERMIT," AS SET FORTH BELOW; TO AMEND SUBSECTION (g) OF SECTION 6-4-103, ENTITLED "CATERED EVENTS," OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 11/5/2019

Purpose of Request:

Amend the ordinance to modify the way alcohol is catered at events at the Civic Center. Currently all events are catered through a single designee. If approved, the ordinance change would allow event holders to use any alcoholic beverage caterer licensed through the City.

History/Background:

Facts & Issues for Consideration:

The contract with the current designated alcoholic beverage caterer ends December 31, 2019.

Department Recommendation:

Approval of the proposed ordinance.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
▣ Ordn. 2019-29 Amend Chapter 6-4 Regarding Civic Center	Resolution
▣ Summary of Amendments	Backup Material

AN ORDINANCE

No. 2019-29

AN ORDINANCE TO AMEND SECTION 6-4-93, ENTITLED “GAINESVILLE CIVIC CENTER,” OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION 6 OF THE DEFINITION OF “PREMISES” IN SECTION 6-4-2, ENTITLED “DEFINITIONS,” OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO AMEND SUBSECTION (h) OF SECTION 6-4-100, ENTITLED “NON-PROFIT SPECIAL TEMPORARY EVENT PERMIT,” OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY; TO AMEND SUBSECTIONS (f), (g), (h), AND (i) OF SECTION 6-4-101, ENTITLED “FOR-PROFIT SPECIAL TEMPORARY EVENT PERMIT,” AS SET FORTH BELOW; TO AMEND SUBSECTION (g) OF SECTION 6-4-103, ENTITLED “CATERED EVENTS,” OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Section 6-4-93 of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended to read as follows:

Sec. 6-4-93. - Reserved.

SECTION II.

Subsection (6) of the definition of “*Premises*” in Section 6-4-2 of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended to read as follows:

- (6) In the case of Gainesville Parks and Recreation rental facilities, the geographic grounds of the Gainesville Civic Center, Fair Street Neighborhood Center and Martha Hope Cabin.

SECTION III.

Subsection (h) of Section 6-4-100 of the Code of Ordinances of the City of Gainesville, Georgia is hereby deleted in its entirety.

SECTION IV.

Subsection (f) of Section 6-4-101 of the Code of Ordinances of the City of Gainesville, Georgia is hereby deleted in its entirety, Subsection (g) of Section 6-4-101 of the Code of Ordinances of

ORDINANCE NO. 2019-29

the City of Gainesville, Georgia is hereby relabeled as Subsection (f), Subsection (h) of Section 6-4-101 of the Code of Ordinances of the City of Gainesville, Georgia is hereby relabeled as Subsection (g), and Subsection (i) of Section 6-4-101 of the Code of Ordinances of the City of Gainesville, Georgia is hereby relabeled as Subsection (h).

SECTION V.

Subsection (g) of Section 6-4-103 of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended to read as follows:

- (g) No catered event permit will be issued for an event at any location with respect to which any alcohol license has been denied or revoked within the past twelve (12) months; nor for any location with respect to which conduct prohibited in this chapter has previously occurred.

SECTION VI.

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

SECTION VII.

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 VIII.

The ordinance is enacted as an amendment to Chapter 6-4 of the Code of Ordinances of the City of Gainesville, Georgia.

SECTION IX.

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

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

Eliminate Section 6-4-93 in its entirety and mark as Reserved.

Sec. 6-4-93. Gainesville Civic Center.

- (a) The sale of alcoholic beverages and consumption of mixed drinks on the premises of the Gainesville Civic Center shall be allowed.
- (b) The Director of the Gainesville Parks and Recreation Department, or his designee, may hold an alcoholic beverage license for the Gainesville Civic Center. There shall be no alcoholic beverage license fee paid by the Director of the Gainesville Parks and Recreation Department or his designee.
- (c) The consumption on the premises license provided for herein is exempted from the food sale requirements provided for in section 6-4-82 of this chapter.
- (d) The city may solicit for proposals to be the designee for the Gainesville Parks and Recreation Department for alcoholic beverage services for consumption on the premises at the Gainesville Civic Center.
- (e) Any designee shall obtain a business occupation tax and an alcoholic beverage license for consumption on the premises under this chapter.
- (f) The hours of sale of alcoholic beverages on the premises of the Gainesville Civic Center shall be the same as provided in Section 6-4-81.

Sec. 6-4-94. – 6-4-99. Reserved.

Add Fair Street Parking Lot to Premises definition in #6

Premises means one physically identifiable place of business operated by the same ownership and/or overall management consisting of one or more contiguous rooms with only one address registered as a single place of business with the local licensing authority and the state. “Premises” is further defined to include the following areas:

1. In the case of hotels, motels or private clubs, the swimming pool which is owned by said hotel, motel or club.
2. Outdoor areas or patios approved pursuant to this chapter.
3. In the case of a malt beverage and/or wine licensee where a golf course is located adjacent to and contiguous with a restaurant, the playing area of the golf course.
4. In the case of a nonprofit botanical garden or nature science center, the geographic grounds.

5. In the case of an open air café, the pedestrian court area and sidewalk in front of the building in which the multi-use facility is contained.
6. In the case of Gainesville Parks and Recreation rental facilities, the geographic grounds of the Gainesville Civic Center, Fair Street Center and the Martha Hope Cabin.
7. In the case of a brewery or distillery, an adjacent outdoor area, contained on the same property utilized by the licensee. If the adjacent outdoor area is a parking lot that is shared and utilized by more than one business, the outdoor consumption area must be controlled to limit public access.
8. In the case of a temporary limited license permit holder, the sidewalk café, deck, lawn and parking lot adjacent to the licensed premises during the hours for which the temporary limited license is valid. In the case of a parking lot that is shared and utilized by more than one business, the outdoor consumption area must be controlled to limit public access.

Delete 6-4-100 (h)

(h) If a designee has been appointed by the Gainesville Parks and Recreation Board for alcoholic beverage services for consumption on the premises at the Gainesville Civic Center, then only the designee shall submit an application for a special temporary event permit to be held at the Gainesville Civic Center.

Delete 6-4-101 (f)

(f) If a designee has been appointed by the Gainesville Parks and Recreation Board for alcoholic beverage services for consumption on the premises at the Gainesville Civic Center, then only the designee shall submit an application for a special temporary event permit to be held at the Gainesville Civic Center.

Amend 6-4-103 (g) to remove reference to the Civic Center

(g) No catered event permit will be issued for an event at ~~the Gainesville Civic Center~~ or any location with respect to which any alcohol license has been denied or revoked within the past twelve (12) months; nor for any location with respect to which conduct prohibited in this chapter has previously occurred.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/21/2019

Presenter: Abb Hayes

Item of Business: Request from **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I). **Ward Number: Three.** Tax Parcel Number(s): 15-032-000-010C. **Request: Sewer for existing office/warehouse use.**

- Proposed Annexation Ordinance 2019-30
- Proposed Zoning Ordinance 2019-31

Meeting Date: 11/5/2019

Purpose of Request:

To hold a public hearing pertaining to the following annexation/zoning request as presented at the September 22, 2019 Planning and Appeals Board Meeting:

The applicant is proposing to annex the subject property with a zoning of Heavy Industrial (H-I) for sewer. The property is adjacent to the city limits to the south, east and west and is currently zoned Heavy Industrial (I-II) within unincorporated Hall County. There are no proposed changes other than connecting to sewer due to a failed septic system. The property is currently the site of three businesses which include The Rock Yard, North Georgia Airless Paint Sprayer/Pressure Washing and Moon Sheetmetal Fabricating & Welding. Access is from Monroe Drive and the property contains a 19,000 square foot office/warehouse building and a 1,600 square foot detached metal building. The adjacent uses are all zoned for heavy industrial purposes within the city and county.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with one condition. See the PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2019-30 :

I move to approve the ordinance to annex the subject property for sewer for existing office/warehouse as presented.

Approval of Ordinance 2019-31 :

I move to approve the ordinance to establish zoning as Heavy Industrial for the subject property with one condition as presented.

OR

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?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Annexation Ordinance 2019-30	Ordinance
☐	Proposed Zoning Ordinance 2019-31	Ordinance
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Plat	Backup Material

**COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council**

**Publish Sunday, September 22, 2019
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, October 8, 2019 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 **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I).
Ward Number: Three
Tax Parcel Number(s): 15-032-000-010C
Request: Sewer for existing office/warehouse use
- 2) Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 01-033-003-003, 004 and 005
Request: Expand existing Industrial Pipe & Supply business

**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, November 5, 2019 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 **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I).
Ward Number: Three
Tax Parcel Number(s): 15-032-000-010C
Request: Sewer for existing office/warehouse use
- 2) Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 01-033-003-003, 004 and 005
Request: Expand existing Industrial Pipe & Supply business

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

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

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property Owner..... RY Holding Company, LLC
Location..... 2348 Monroe Drive
Request..... Annex with Heavy Industrial (H-I) zoning
Size 2.016± acres
Ward..... Three
Proposed Use..... Sewer for existing office/warehouse use
Planning Division Staff Recommendation **Approval, with condition**
Planning & Appeals Board Recommendation..... **Approval, with condition**
Date..... October 8, 2019

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

The applicant is proposing to annex the subject property with a zoning of Heavy Industrial (H-I) for sewer. The property is adjacent to the city limits to the south, east and west and is currently zoned Heavy Industrial (I-II) within unincorporated Hall County. There are no proposed changes to the property other than connecting to sewer due to a failed septic system. The property currently contains a 19,000 square foot office/warehouse building and a 1,600 square foot detached metal building which consists of three separate businesses (The Rock Yard, North Georgia Airless Paint Sprayer/Pressure Washing and Moon Sheetmetal Fabricating & Welding). Access to the property is currently from Monroe Drive and the adjacent uses are all zoned for heavy industrial purposes within the city and county.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Industrial Office/Warehouse; Lincare Medical Oxygen Sales	Light Industrial (I-II) - County
South and West	Allen Creek Industrial Park	Heavy Industrial (H-I) - City
East	J&G Poultry and Seafood Processing Plant	Heavy Industrial (H-I) - City

▪ **Other Departmental Comments**

There were no other departmental comments regarding this request.

▪ **Zoning History**

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

2016 - A request by R. Lawton Jordon, Esq. Partner, Williams Teusink, LLC to rezone a 3.53± acres tract located at 1305, 1307, 1309, 1311, 1313, 1315, 1317, & 1319 Calvary Church Road from Residential-I-A (R-I-A) and General Business (G-B) to Light Industrial (L-I) was approved with conditions for a recycling center.

▪ **Analysis**

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

The property is developed for industrial purposes in the county and is suitable given the surrounding industrial uses and zoning. The existing businesses within the property have been in operation for over 10 years and no changes are proposed. In 2001, the adjacent industrial poultry plant to the east was annexed for sewer as well.

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

There should be no additional impacts on the adjacent or nearby properties. The property will continue to function as a heavy industrial use which involves truck deliveries, indoor/outdoor storage and fabrication.

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

The Future Development Map for the City of Gainesville places the property within the *Industrial* land use category, which includes a wide range of office, business, supportive commercial, light industrial, manufacturing, research and development uses.

According to the Character Area map for the City of Gainesville, the subject property is located within the Economic Development Gateways character area which appears to support the applicant's proposal. This character area represents the industrial, warehousing and other commercial enterprises that parallel the I-985 and Norfolk-Southern railroad corridor. The primary vision for the area is to continue to support economic development while preserving and strengthening important natural and cultural resources. These areas include a wide range of office, business, light industrial, manufacturing, research, and development uses; and commercial uses that directly support or are otherwise linked to the dominant business use as well as mixed-use, residential (existing uses only), public / institutional, transportation / communications / utilities, and parks / recreation / conservation uses.

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

The property is currently zoned Heavy Industrial (I-II) in Hall County which is similar to the proposed Heavy Industrial (H-I) within Gainesville. The zoning appears to be appropriate for the existing and future use of the property.

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

The proposal should not cause an excessive or burdensome use of public facilities or services over and above how it currently functions. The development proposes to utilize City water services. The need to utilize sewer services due to a failed septic system will reduce/improve the environmental impacts. Sewer is available and is located close to the rear property line which may require an easement from the adjacent property owner.

Existing public safety services already respond to the adjacent and nearby properties. Gainesville Fire Station #1 off of Queen City Parkway is located approximately 2.7± miles from the property.

Access appears to be adequate; however, one of the existing driveways is gravel which should be improved as a concrete apron to help keep debris from spreading into the road.

There are no impacts on the City school system as the property is developed and zoned for nonresidential purposes.

(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?

It is anticipated that the surrounding property will remain industrial. This will continue to be supported given the close proximity of the CSX railroad, Lee Gilmer Airport, Candler Highway, Athens Highway and water/sewer infrastructure.

(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?

Based on the existing use of the property and the adjacent industrial uses, it appears the proposal with the recommended condition reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property, with the proposed zoning condition.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this annexation request with a zoning of **Heavy Industrial (H-I)** based on the Comprehensive Land Use Plan and the adjacent industrial uses.

Condition

The existing gravel driveway shall be improved by constructing a concrete apron between the right-of-way line and the edge of the road bed. The improvements shall be completed within one year of the property being annexed into the city limits. All access point design for the subject property shall require review and approval by Hall County Engineering and the Gainesville Public Works Department Director. All required driveway improvements shall be at the full expense of the developer/property owner.

Excerpts from the October 8, 2019 PAB Meeting Minutes

Applicant Presentation: Mark Noll, 2348 Monroe Drive, stated he is president of RY Holding Company and is asking to be annexed into the city for the usage of the sewer. He agrees with the condition suggested by the planning staff.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the request to annex into the city and establish zoning as Heavy Industrial (H-I) for sewer for the existing office/warehouse with the following condition:

Condition

The existing gravel driveway shall be improved by constructing a concrete apron between the right-of-way line and the edge of the road bed. The improvements shall be completed within one year of the property being annexed into the city limits. All access point design for the subject property shall require review and approval by Hall County Engineering and the Gainesville Public Works Department Director. All required driveway improvements shall be at the full expense of the developer/property owner.

Motion made by Board Member Thompson

Motion seconded by Board Member Martin

Vote – 5 favor, 2 absent (Fleming, Delgado)

Passed: _____

AN ORDINANCE

No. 2019-30

AN ORDINANCE ANNEXING A 2.016± ACRES TRACT LOCATED ON THE SOUTH SIDE OF MONROE DRIVE, EAST OF DANBURY LANE (A/K/A 2348 MONROE DRIVE); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

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

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

SECTION I.

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

Legal Description

All that tract or parcel of land lying and being in Gainesville District (GMD 411), Hall County, Georgia, containing 2.016 acres, more or less, and being more particularly shown on that Survey for Mark Noll, dated March 5, 2007, prepared by William H. Collins, RLS No. 1435, and being more particularly described according to said survey as follows:

To find the true point of beginning, locate the intersection of the centerlines of Monroe Drive and Danbury Lane, and from thence proceed South 82 degrees 24 minutes 03 seconds East 229.78 feet to a ½ inch iron pin found on the southern right of way of Monroe Drive (90 foot right of way), the same being the true point of beginning. From the true point of beginning thus established, proceed along the southern right of way of Monroe Drive the following courses and distances: North 86 degrees 18 minutes 20 seconds East 40.27 feet to a point; North 86 degrees 25 minutes 04 seconds East 183.12 feet to a point; and North 86 degrees 36 minutes 40 seconds East 81.60 feet to a ½ inch iron pin set; thence leaving said right of way and proceeding South 04 degrees 08 minutes 03 seconds East 455.69 feet to a ¾ inch iron pin found; thence proceed South 87 degrees 01 minutes 15 seconds West 12.22 feet to a ½ inch

ORDINANCE NO. 2019-30

iron pin found; thence proceed North 44 degrees 08 minutes 09 seconds West 86.67 feet to a $\frac{3}{4}$ inch iron pin found; thence proceed North 43 degrees 48 minutes 25 seconds West 267.37 feet to a $\frac{3}{4}$ inch iron pin found; thence proceed North 43 degrees 21 minutes 45 seconds West 102.19 feet to a $\frac{3}{4}$ inch iron pin found; and thence proceed North 05 degrees 03 minutes 25 seconds West 107.24 feet to a $\frac{1}{2}$ inch iron pin found along the southern right of way of Monroe Drive, the same being the true point of beginning.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

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

Passed: _____

AN ORDINANCE

No. 2019-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 2.016± ACRES TRACT LOCATED ON THE SOUTH SIDE OF MONROE DRIVE, EAST OF DANBURY LANE (A/K/A 2348 MONROE DRIVE) AT THE TIME OF ANNEXATION AS HEAVY INDUSTRIAL, WITH CONDITION (H-I-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 **Heavy Industrial, with condition (H-I-c)**.

Condition

The existing gravel driveway shall be improved by constructing a concrete apron between the right-of-way line and the edge of the road bed. The improvements shall be completed within one year of the property being annexed into the city limits. All access point design for the subject property shall require review and approval by Hall County Engineering and the Gainesville Public Works Department Director. All required driveway improvements shall be at the full expense of the developer/property owner.

Legal Description

All that tract or parcel of land lying and being in Gainesville District (GMD 411), Hall County, Georgia, containing 2.016 acres, more or less, and being more particularly shown on that Survey for Mark Noll, dated March 5, 2007, prepared by William H. Collins, RLS No. 1435, and being more particularly described according to said survey as follows:

To find the true point of beginning, locate the intersection of the centerlines of Monroe Drive and Danbury Lane, and from thence proceed South 82 degrees 24 minutes 03 seconds East 229.78 feet to a ½ inch iron pin found on the southern right of way of Monroe Drive (90 foot right of way), the same being the true point of beginning. From the true point of beginning thus established, proceed along the southern right of way of Monroe Drive the following courses and distances: North 86 degrees 18 minutes 20 seconds East 40.27 feet to a point; North 86 degrees 25 minutes 04 seconds East 183.12 feet to a point; and North 86 degrees 36 minutes 40 seconds East 81.60 feet to a ½ inch iron pin set; thence leaving said right of way and proceeding South 04 degrees 08 minutes 03 seconds East 455.69 feet to a ¾ inch iron pin

ORDINANCE NO. 2019-31

found; thence proceed South 87 degrees 01 minutes 15 seconds West 12.22 feet to a ½ inch iron pin found; thence proceed North 44 degrees 08 minutes 09 seconds West 86.67 feet to a ¾ inch iron pin found; thence proceed North 43 degrees 48 minutes 25 seconds West 267.37 feet to a ¾ inch iron pin found; thence proceed North 43 degrees 21 minutes 45 seconds West 102.19 feet to a ¾ inch iron pin found; and thence proceed North 05 degrees 03 minutes 25 seconds West 107.24 feet to a ½ inch iron pin found along the southern right of way of Monroe Drive, the same being the true point of beginning.

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 the first day of the month following 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:

RY HOLDING COMPANY, LLC

ANNEXATION REQUEST



Request:

Annex 2.016+/- acres and establish zoning as Heavy Industrial (H-I) for sewer for existing office/warehouse use

Subject Area Address:

2348 Monroe Drive

Meeting: 10/08/2019

Prepared: 09/04/2019

Community & Economic Development Department

 Subject Property



0 120 240 360 480 Feet

1" = 200'

Tax Parcel:

15-032-000-010C



Applicant:

RY HOLDING COMPANY, LLC

ANNEXATION REQUEST



Request:

Annex 2.016+/- acres and establish zoning as Heavy Industrial (H-I) for sewer for existing office/warehouse use

Subject Area Address:

2348 Monroe Drive

Meeting: 10/08/2019

Prepared: 09/04/2019

Community & Economic Development Department



Subject Property

Aerial from 2018

0 120 240 360 480 Feet



1" = 200'

Tax Parcel:

15-032-000-010C

Annexation Narrative
2.016 Acres, Monroe Drive

This application requests approval of an application to annex approximately 2.016 acres of improved property within Hall County to the City of Gainesville. This application also requests that City apply zoning to the annexed area of light industrial to match the current zoning by Hall County.



The subject property is comprised of tax parcel 15032 000010C of Hall County. There are no additional improvements planned to the property at this time. There should be no traffic impact change.

Presently, this property contains three businesses. The current septic system is not adequate to support the use. The purpose of this application is for annexation in order to connect to the City of Gainesville's sewer line located at the rear of the property on Danbury Lane.

* IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW

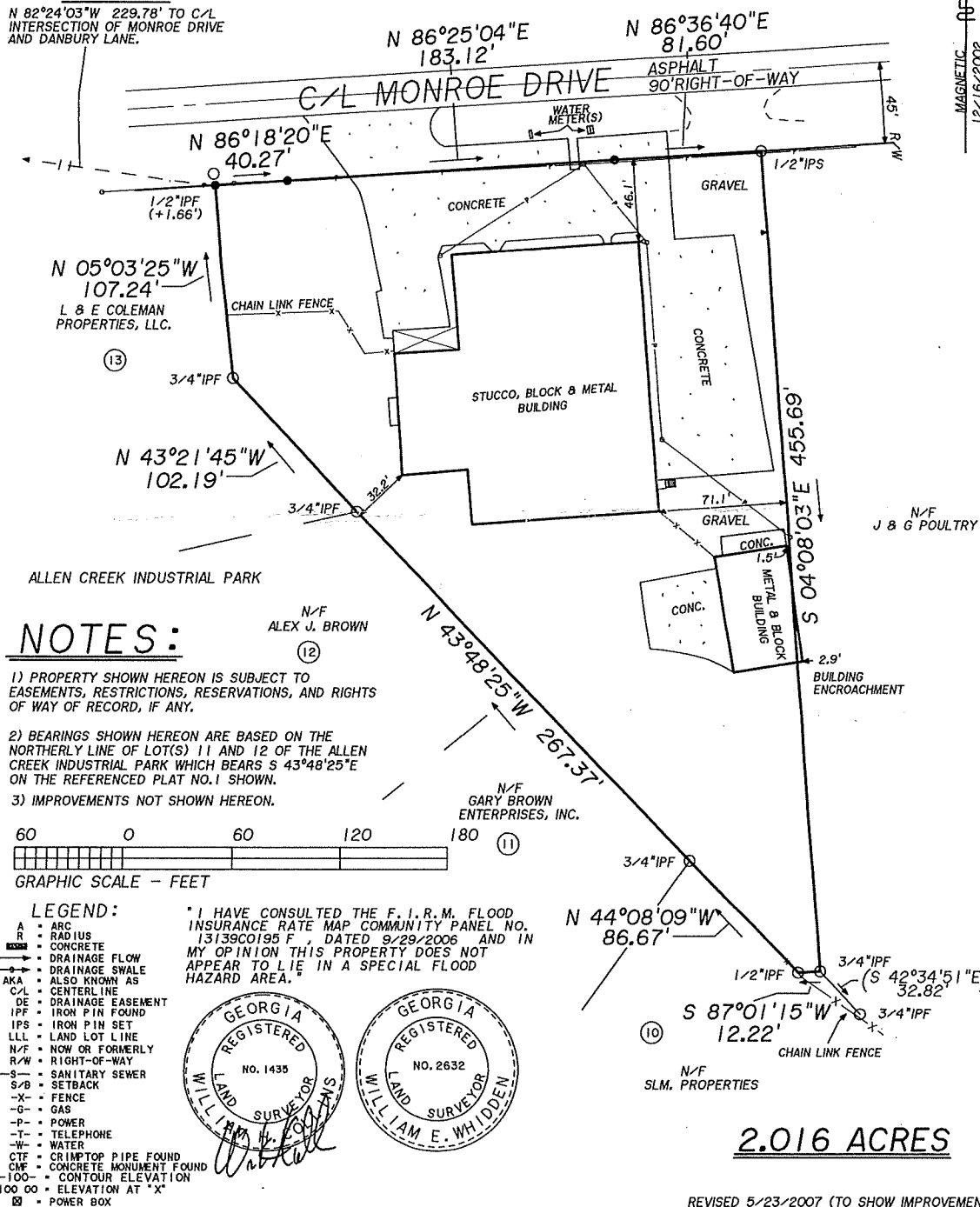
FIELD SURVEY ERROR OF CLOSURE 1:16187
ANGULAR ERROR PER ANGLE POINT 00°00'01"
INSTRUMENT USED TOPCON GPT 2005
ADJUSTED BY LEAST SQUARES
PLAT ERROR OF CLOSURE 1:242109

REFERENCES:

- 1) PLAT BY RUFUS E. OWENS, INC. FOR ALLEN CREEK INDUSTRIAL PARK DATED 12/16/2002
- 2) PLAT BY MORELAND ALTABELLI ASSOCIATES, INC. FOR DOUG ALLEN 139.673 ACRES DATED 11/08/1999.
- 3) PLAT BY DWIGHT KILBY & ASSOCIATES FOR EDDIE HOWINGTON 1.995 ACRES DATED 9/8/1980. PB. 80 PG. 64
- 4) PLAT BY OWEN PATTON FOR JAN COOLEY 2.00 ACRES DATED 4/10/1979. PB. 76 PG. 270
- 5) DEED BETWEEN JOHN B. HULSEY, JR. AND DAVID AGUILERA DATED 12/16/1997. DB. 3049 PG. 33
- 6) DEED BETWEEN PAUL DOUG ALLEN AND EVELYN COLEMAN DATED 12/10/2002. DB. 4407 PG. 13
- 7) DEED BETWEEN JHW JV, L.C.C. AND J & G POULTRY, INC. DATED 12/15/2006. DB. 5909 PG. 108

TIE:

N 82°24'03"W 229.78' TO C/L INTERSECTION OF MONROE DRIVE AND DANBURY LANE.

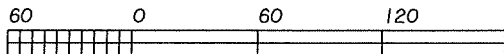


NOTES:

1) PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, IF ANY.

2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF LOT(S) 11 AND 12 OF THE ALLEN CREEK INDUSTRIAL PARK WHICH BEARS S 43°48'25\"E ON THE REFERENCED PLAT NO. 1 SHOWN.

3) IMPROVEMENTS NOT SHOWN HEREON.



GRAPHIC SCALE - FEET

LEGEND:

- A - ARC
- R - RADIUS
- CONC - CONCRETE
- DR - DRAINAGE FLOW
- DS - DRAINAGE SWALE
- AKA - ALSO KNOWN AS
- C/L - CENTERLINE
- DE - DRAINAGE EASEMENT
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET
- LLL - LAND LOT LINE
- N/F - NOW OR FORMERLY
- R/W - RIGHT-OF-WAY
- S - SANITARY SEWER
- S/B - SETBACK
- X- - FENCE
- G- - GAS
- P- - POWER
- T- - TELEPHONE
- W- - WATER
- CTF - CRIMP TOP PIPE FOUND
- CMF - CONCRETE MONUMENT FOUND
- 100- - CONTOUR ELEVATION
- 100 00 - ELEVATION AT "X"
- ☐ - POWER BOX

* I HAVE CONSULTED THE F.I.R.M. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 13139C0195 F, DATED 9/29/2006 AND IN MY OPINION THIS PROPERTY DOES NOT APPEAR TO LIE IN A SPECIAL FLOOD HAZARD AREA.



2.016 ACRES

REVISED 5/23/2007 (TO SHOW IMPROVEMENTS)

PREPARED BY:

TP.

DATE:

3/05/2007

SURVEY FOR:

MARK NOLL

FARLEY-COLLINS-WHIDDEN

P.O. BOX 731 (770)532-1001

1856 THOMPSON BRIDGE ROAD, SUITE 11

GAINESVILLE, GA. 30501

JOB #

C2342

LOCATION:

GAINESVILLE (GM - 411) DISTRICT
HALL COUNTY, GEORGIA

SCALE:

1" = 60'

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/21/2019

Presenter: Abb Hayes

Item of Business: Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I). **Ward Number: Three.** Tax Parcel Number(s): 01-033-003-003, 004 and 005.
Request: Expand existing Industrial Pipe & Supply business.

- Proposed Rezoning Ordinance 2019-32

Meeting Date: 11/5/2019

Purpose of Request:

To hold a public hearing pertaining to the following rezoning request as presented at the September 22, 2019 Planning and Appeals Board Meeting:

The applicant is proposing to rezone the subject property for the purpose of expanding the existing Industrial Pipe & Supply business. The tract of land consists of three properties of which the two smaller tracts fronting High Street will remain undeveloped. The applicant desires to have all three of the properties under one zoning classification. The applicant intends to build an 11,840 square foot warehouse building and loading dock to provide for inside storage of materials. The existing building is approximately 27,000 square feet in size. Access is from Martin Luther King Jr. Boulevard and will remain unchanged. The subject property is located within the Midtown Overlay Zone. The adjacent property is zoned Heavy Industrial (H-I), Light Industrial (L-I) and Residential-II (R-II) which contain City Plumbing & Electric Supply Company, Piedmont Tractor & Equipment, First Baptist Church, gas station and some residential uses.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

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

SAMPLE MOTIONS

Approval of Ordinance 2019-32 :

I move to approve the ordinance to rezone the subject property from Residential-II, Planned Unit Development and Heavy Industrial to Light Industrial with three conditions as presented.

OR

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
☐	Proposed Rezoning Ordinance 2019-32	Ordinance
☐	Exhibit A - Narrative	Attachments/Exhibits
☐	Exhibit B - Site Plan	Attachments/Exhibits
☐	Exhibit C - Architectural Rendering	Attachments/Exhibits
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Survey	Backup Material
☐	Site Plan	Backup Material
☐	Architectural Rendering	Backup Material
☐	Floor Plan	Backup Material
☐	Photos	Backup Material

**COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council**

**Publish Sunday, September 22, 2019
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, October 8, 2019 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 **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I).
Ward Number: Three
Tax Parcel Number(s): 15-032-000-010C
Request: Sewer for existing office/warehouse use
- 2) Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 01-033-003-003, 004 and 005
Request: Expand existing Industrial Pipe & Supply business

**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, November 5, 2019 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 **RY Holding Company, LLC** to annex a 2.016± acres tract located on the south side of Monroe Drive, east of Danbury Lane (a/k/a **2348 Monroe Drive**) and to establish zoning as Heavy Industrial (H-I).
Ward Number: Three
Tax Parcel Number(s): 15-032-000-010C
Request: Sewer for existing office/warehouse use
- 2) Request from **1779 Property Rentals, LLC** to rezone a 3.68± acres tract located on the southwest corner of the intersection of Eberhart Street and Martin Luther King Jr. Boulevard, having frontage on the southeast side of High Street (a/k/a **310, 316 and 430 High Street SE; 1779 Martin Luther King Jr. Boulevard SE**) from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 01-033-003-003, 004 and 005
Request: Expand existing Industrial Pipe & Supply business

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

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

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant and Property Owner..... 1779 Property Rentals, LLC
Location..... 310, 316 and 430 High Street SE;
1779 Martin Luther King Jr. Boulevard SE
Request..... Rezone from R-II, P-U-D and H-I to L-I
Size 3.68± acres
Ward..... Three
Proposed Use..... Expand existing business
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... October 8, 2019

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

The applicant is proposing to rezone the subject property for the purpose of expanding the existing Industrial Pipe & Supply business which is a wholesale supplier of pipe fittings, valves and other hardware. The subject property consists of three parcels of which the larger parcel fronts Martin Luther King Jr. Boulevard, Eberhart Street and High Street. The two smaller parcels are undeveloped and front High Street. The applicant desires to have all three of the parcels under one zoning classification. The applicant intends to build an 11,840 square foot (80' by 148') warehouse building and loading dock on the larger parcel to provide for inside storage of materials. The existing building is approximately 27,000 square feet in size. Access is currently from Martin Luther King Jr. Boulevard and will remain unchanged. The subject property is located within the Midtown Overlay Zone which promotes higher standards for the architectural appearance and function of land uses to promote economic prosperity in Midtown Gainesville.

Adjacent Land Use and Zoning

Location	Use	Zoning
North	Rental Homes, Express Convenience Store/Gas station	Residential-II (R-II), Heavy Industrial (H-I)
South	Multi-Family Housing, Industrial Office/Storage Lot	Residential-II (R-II), Heavy Industrial (H-I)
East	Piedmont Tractor & Equipment	Heavy Industrial (H-I)
West	City Plumbing & Electric Supply Company, Rental Homes	Residential-II (R-II), Light Industrial (L-I)

▪ **Other Departmental Comments**

There were no departmental comments for this request.

▪ **Zoning History**

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

2019- A request by Christopher Wimberly to rezone 0.31± acre located at 315 Summit Street, SE from Residential-II (R-II) to General Business (G-B) was approved with conditions for a funeral home expansion.

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

2016 – A request by the Gainesville Housing Authority to rezone 11.671± acres located at 233, 240, 315, and 323 Atlanta Street; 207, 209, 221, 223 and 229 Summit Street from Residential-II (R-II), Neighborhood Business (N-B) and General Business (G-B) to Planned Unit Development (P-U-D) for low income apartments was approved with conditions. The request also included the abandonment of a 0.603± acre portion of Atlanta Street right-of-way.

2014- A request by Pap Datta to rezone 1.04± acres with a special use located at 510, 514 and 520 Maple Street from General Business (G-B) to Light Industrial (L-I) was approved with conditions for a micro-brewery.

▪ **Analysis**

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

The adjacent and nearby properties include a mix of residential, commercial and industrial uses. The surrounding properties are zoned Residential-II (R-II), General Business (G-B), Light Industrial (L-I) and Heavy Industrial (H-I). The proposal is reasonable as much of the property is currently developed for light industrial purposes as are the surrounding uses.

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

The proposed building addition should have no impact on the adjacent uses as the property will continue to function in a similar manner. The proposed building addition will be more in keeping with the Midtown Overlay standards by providing indoor storage for material that is currently stored outside.

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

The Gainesville Future Development Map for the City of Gainesville places the subject property within the *Mixed-Use Midtown* land use category. This category includes areas to be developed in accordance with the Midtown Redevelopment Plan which allows 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 *Central Core* Character Area specifically within the *Downtown/Midtown* subarea which appears to support the applicant's proposal. The vision for this area should strive for additional office and housing to provide a more sustainable mix of uses. Recent public improvements to Midtown including the Midtown Greenway and the Jesse Jewell pedestrian bridge have begun a long-term transition to more diverse land uses including a mixed-use core along Main and Bradford streets; flanking multi-family (ideally mixed-income) housing; a multi-

modal transportation node at the Amtrak station; and an office / conference / hospitality extension of Downtown across Jesse Jewell Parkway. In addition, mixed-income high quality multi-family housing development should be targeted to take advantage of the open space investment made in the Midtown Greenway and related parks. Land uses supported in the Midtown subarea include mixed-use, multi-family residential, commercial, public / institutional, and transportation / communications / utilities.

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

The proposed zoning classification of Light Industrial (L-I) appears to be appropriate for the current use and future growth which could include office, warehouse, wholesale and distribution instead of heavy manufacturing. In addition, consolidating the zoning from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to a zoning of Light Industrial (L-I) will help reduce potential development challenges such as building setbacks, buffers and building code/fire rating issues.

(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 subject property is located near downtown Gainesville and already utilizes various City services including police and fire protection and water utilities.

Gainesville Fire Station #1 and the Gainesville Police Station are located approximately 0.8± miles from the property within the Public Safety Complex.

The proposed addition will have minimal impacts to water and sewer which is adequate to serve the site.

Given the proposal is for non-residential purposes, there will be no impact to the school system.

The property will function in a similar manner as all employee, visitor and truck deliveries will continue to utilize the driveway located on Martin Luther King Jr. Boulevard. According to the "Trip Generation Manual" as published by the Institute of Transportation Engineers, the estimated trips for the industrial use are 272± trips per weekday, 39 A.M. and 42 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 subject property is located within an area comprised of a mixture of older rental homes, commercial and industrial uses with some newer light industrial uses. The Midtown Overlay Zone as a whole will continue to experience significant residential and non-residential redevelopment due to strategic public investment and existing economic tools such as the Midtown Tax Allocation District, Midtown Opportunity Zone and the Federal Opportunity Zone.

(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?

Given the existing use of the property and the surrounding mixture of uses, the proposal with the recommended conditions appears to promote a reasonable balance between the promotion of public health, safety, morality, or general welfare and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this rezoning request with **L-I zoning**, based on the Comprehensive Plan and the surrounding mixture of uses.

Conditions

1. The development standards within the narrative, site plan and architectural rendering submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.
2. The exterior walls of the proposed building shall be constructed with a minimum 3-foot high brick water table.
3. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.

Excerpts from the October 8, 2019 PAB Meeting Minutes

Applicant Presentation: Chris Latimer, 1779 Martin Luther King Jr. Boulevard, one of the owners of Industrial Pipe and Supply, stated he wants to have the different zonings of his property under one zoning of Light Industrial.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the request to rezone the subject property from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I) with the following conditions:

Conditions

1. The development standards within the narrative, site plan and architectural rendering submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.
2. The exterior walls of the proposed building shall be constructed with a minimum 3-foot high brick water table.
3. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.

Motion made by Board Member Martin

Motion seconded by Board Member White

Vote – 5 favor, 2 absent (Fleming, Delgado)

Passed: _____

AN ORDINANCE

No. 2019-32

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 3.68± ACRES TRACT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF EBERHART STREET AND MARTIN LUTHER KING JR. BOULEVARD, HAVING FRONTAGE ON THE SOUTHEAST SIDE OF HIGH STREET (A/K/A 310, 316 AND 430 HIGH STREET SE; 1779 MARTIN LUTHER KING JR. BOULEVARD SE) FROM RESIDENTIAL-II (R-II), PLANNED UNIT DEVELOPMENT (P-U-D) AND HEAVY INDUSTRIAL (H-I) TO LIGHT INDUSTRIAL, WITH CONDITIONS (L-I-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Light Industrial, with conditions (L-I-c)**:

Conditions

- 1. The development standards within the narrative, site plan and architectural rendering submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.**
- 2. The exterior walls of the proposed building shall be constructed with a minimum 3-foot high brick water table.**
- 3. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 149, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a combination survey prepared by Patton Land Surveying, LLC, for 1779 Property Rentals, LLC, dated last revised April 26, 2019 and being more particularly described as follows:

Commencing at a Nail found at Georgia State Plane Coordinate Northing 1562273.99, Easting 2401972.97, Georgia West Zone, North American Datum of 1983\2007 adjustment, located at the centerline intersection of High Street & Eberhart Street; THENCE South 17 degrees 08 minutes 42 seconds East for a distance of 28.26 feet to a 1/2" rebar pin set on the eastern

ORDINANCE NO. 2019-32

right-of-way line of High Street (having a 40' right-of-way) and the southern right-of way line of Eberhart Street (having a 40' right-of-way) , said point being the POINT OF BEGINNING.

Thence following along the southern right-of-way of Eberhart Street the following course:

Thence South 60 degrees 57 minutes 19 seconds East for a distance of 394.24 feet to a 1/2" rebar pin set on the southern right-of-way of Eberhart Street and the western right-of way of Martin Luther King Jr. Boulevard (having a 50' right-of-way); Thence following the western right-of-way of Martin Luther King Jr. Boulevard the following course: Thence South 29 degrees 04 minutes 20 seconds West for a distance of 307.86 feet to a point; Thence leaving the western right-of-way of Martin Luther King Jr. Boulevard the following courses: Thence North 56 degrees 54 minutes 58 seconds West for a distance of 123.68 feet to a concrete monument found;

Thence South 32 degrees 58 minutes 50 seconds West for a distance of 70.20 feet to a 1" solid pin found; Thence South 29 degrees 47 minutes 17 seconds West for a distance of 29.75 feet to a fence post found; Thence South 48 degrees 08 minutes 02 seconds East for a distance of 6.62 feet to a fence post found; Thence South 39 degrees 07 minutes 31 seconds West for a distance of 44.31 feet to a 5/8" rebar pin found; Thence North 65 degrees 24 minutes 38 seconds West for a distance of 83.69 feet to a 1/2" rebar pin found; Thence North 66 degrees 28 minutes 16 seconds West for a distance of 215.50 feet to a 1/2" rebar pin set on the southern right-of way of High Street; Thence following the southern right-of-way of High Street the following courses: Thence North 59 degrees 58 minutes 37 seconds East for a distance of 8.68 feet to a calculated point; Thence along a curve to the left having a radius of 249.45 feet and an arc length of 76.58 feet, being subtended by a chord of North 50 degrees 42 minutes 48 seconds East for a distance of 76.28 feet to 1/2" rebar pin set; Thence along a curve to the left having a radius of 276.47 feet and an arc length of 48.87 feet, being subtended by a chord of North 34 degrees 00 minutes 02 seconds East for a distance of 48.81 feet to a calculated point; Thence North 29 degrees 18 minutes 16 seconds East for a distance of 21.97 feet to a 1/2" rebar pin set; Thence North 29 degrees 14 minutes 49 seconds East for a distance of 48.29 feet to a calculated point; Thence North 28 degrees 20 minutes 10 seconds East for a distance of 274.05 feet to a 1/2" rebar pin set and said point being the POINT OF BEGINNING. Said property contains 3.68 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.

ORDINANCE NO. 2019-32

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:

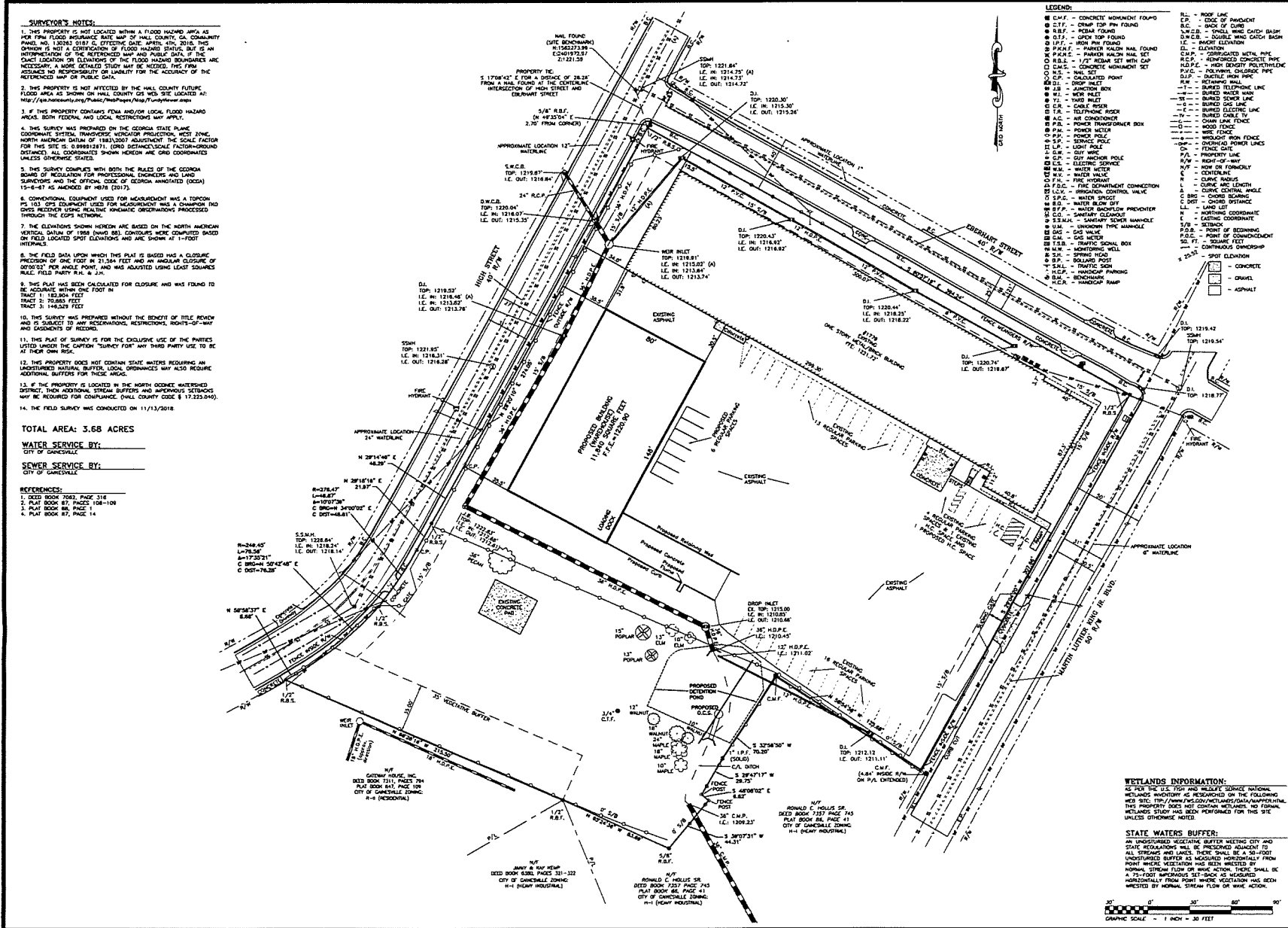
Denise O. Jordan, City Clerk

Exhibit A - Narrative



Industrial Pipe & Supply is a family-owned business that has been in operation for 43 years. We have been renting and operating out of 1779 MLK Jr. Blvd. since 1984 and need the space rezoned to facilitate the expansion of our business. The expansion would include building an additional warehouse in the rezoned space, which will allow us to store and sell additional materials and products. This add-on will aid in the growth of Industrial Pipe by allowing us to better serve our existing customers and widen our reach to a larger customer base.

Exhibit B - Site Plan



**REGISTERED PROFESSIONAL
LAND SURVEYORS**

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



PATTON
LAND SURVEYING, LLC



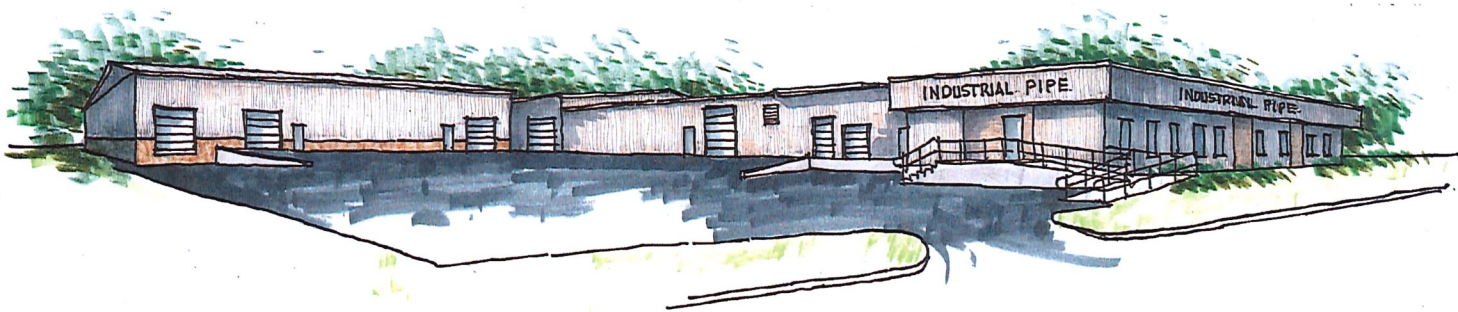
1779 PROPERTY RENTALS, LLC
 "INDUSTRIAL PIPE AND SUPPLIES CO., INC."
 - LOCATED IN -
 LAND LOT 149
 9TH LAND DISTRICT
 CITY OF GAINESVILLE
 HALL COUNTY, GEORGIA

REVISIONS

[illegible]

SHEET NUMBER:
1 of 1
SCALE: 1" = 30'
ISSUE DATE: 11/13/2018
PLAT DATE: 11/14/2018
PLAN DATE: 07/11/2019
18-176.02 CONCEPT PLAN.dwg
JN. 18-176

Exhibit C - Architectural Rendering



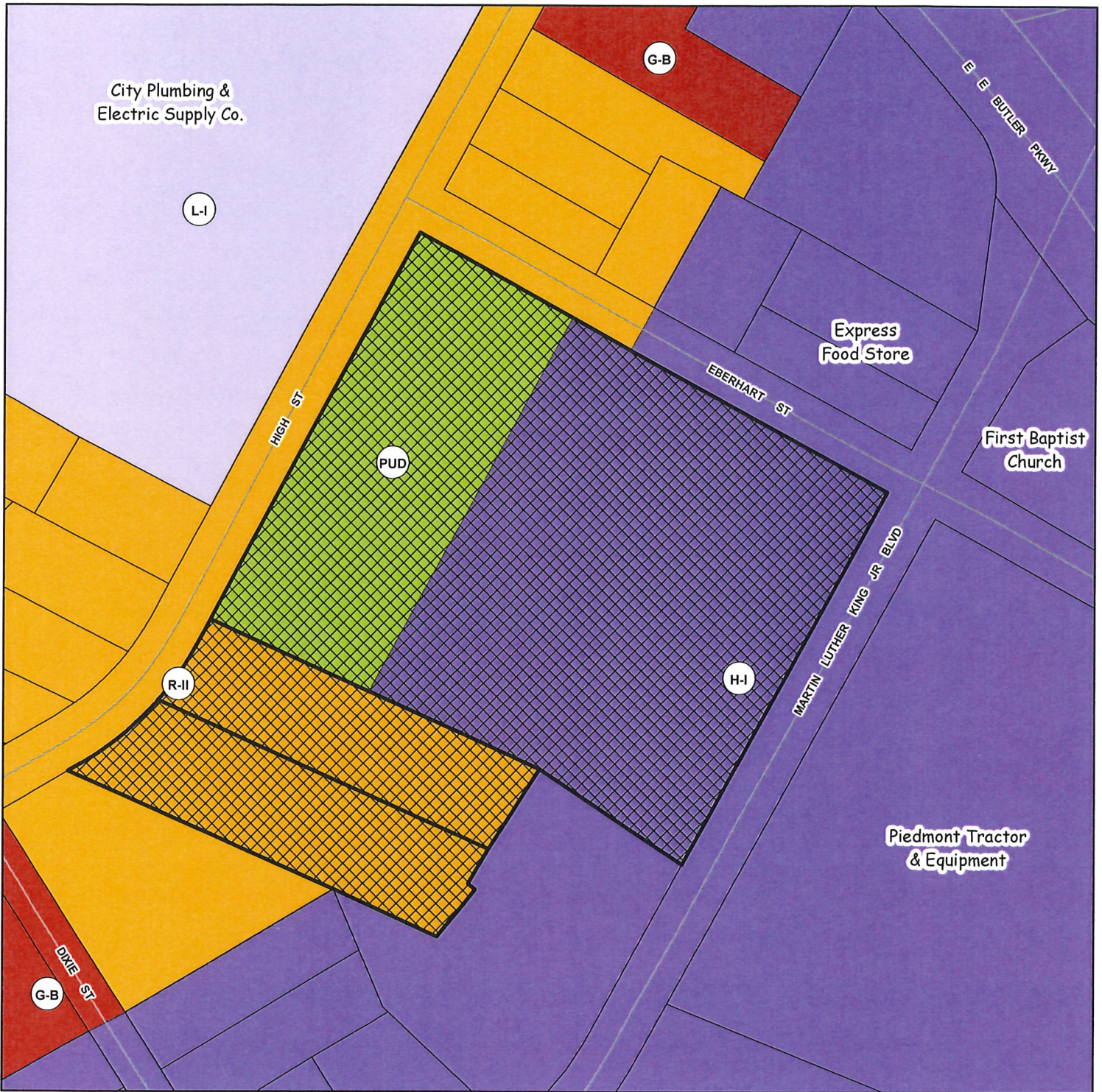
Architects
Gainesville, Georgia 30601
770.534.0872

Bailey Associates

INDUSTRIAL PIPE AND SUPPLY CO.
GAINESVILLE, GEORGIA

Project No 19017
Drawn By JKB
Checked By
Date JUNE 6, 2019
Revisions

A2
OF 2



Applicant:

1779 PROPERTY RENTALS, LLC

REZONING REQUEST



Request:

Rezone 3.68+/- acres from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I) to expand existing Industrial Pipe & Supply business

Subject Area Address:

310, 316 & 430 High Street; & 1779 MLK Jr. Blvd.

Meeting: 10/08/2019

Prepared: 09/04/2019

Community & Economic Development Department

 Subject Property



0 60 120 180 240 Feet

1" = 100'

Tax Parcel:

01-033-003-003, 004 and 005



Applicant:

1779 PROPERTY RENTALS, LLC

REZONING REQUEST



Request:

Rezone 3.68+/- acres from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I) to expand existing Industrial Pipe & Supply business

Subject Area Address:

310, 316 & 430 High Street; & 1779 MLK Jr. Blvd.

Meeting: 10/08/2019

Prepared: 09/04/2019

Community & Economic Development Department



Subject Property

Aerial from 2018

0 60 120 180 240 Feet



1" = 100'

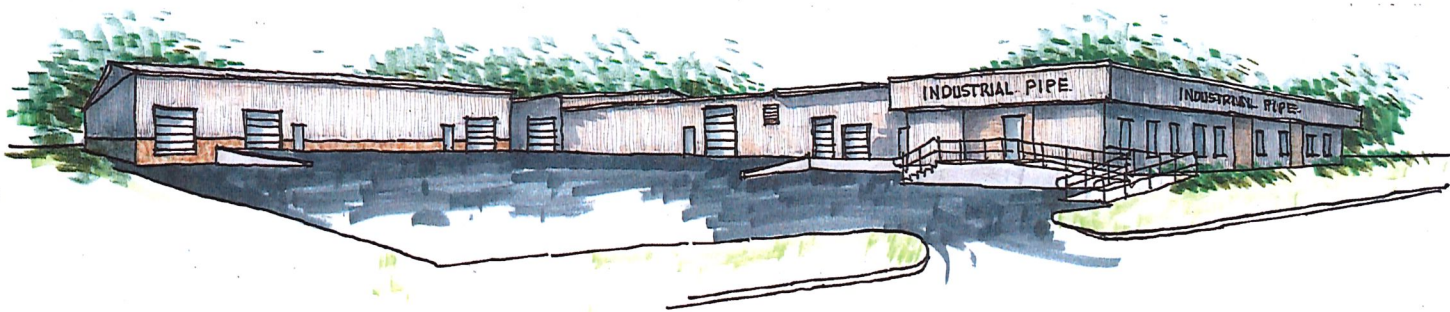
Tax Parcel:

01-033-003-003, 004 and 005

IPS

INDUSTRIAL PIPE & SUPPLY CO.

Industrial Pipe & Supply is a family-owned business that has been in operation for 43 years. We have been renting and operating out of 1779 MLK Jr. Blvd. since 1984 and need the space rezoned to facilitate the expansion of our business. The expansion would include building an additional warehouse in the rezoned space, which will allow us to store and sell additional materials and products. This add-on will aid in the growth of Industrial Pipe by allowing us to better serve our existing customers and widen our reach to a larger customer base.



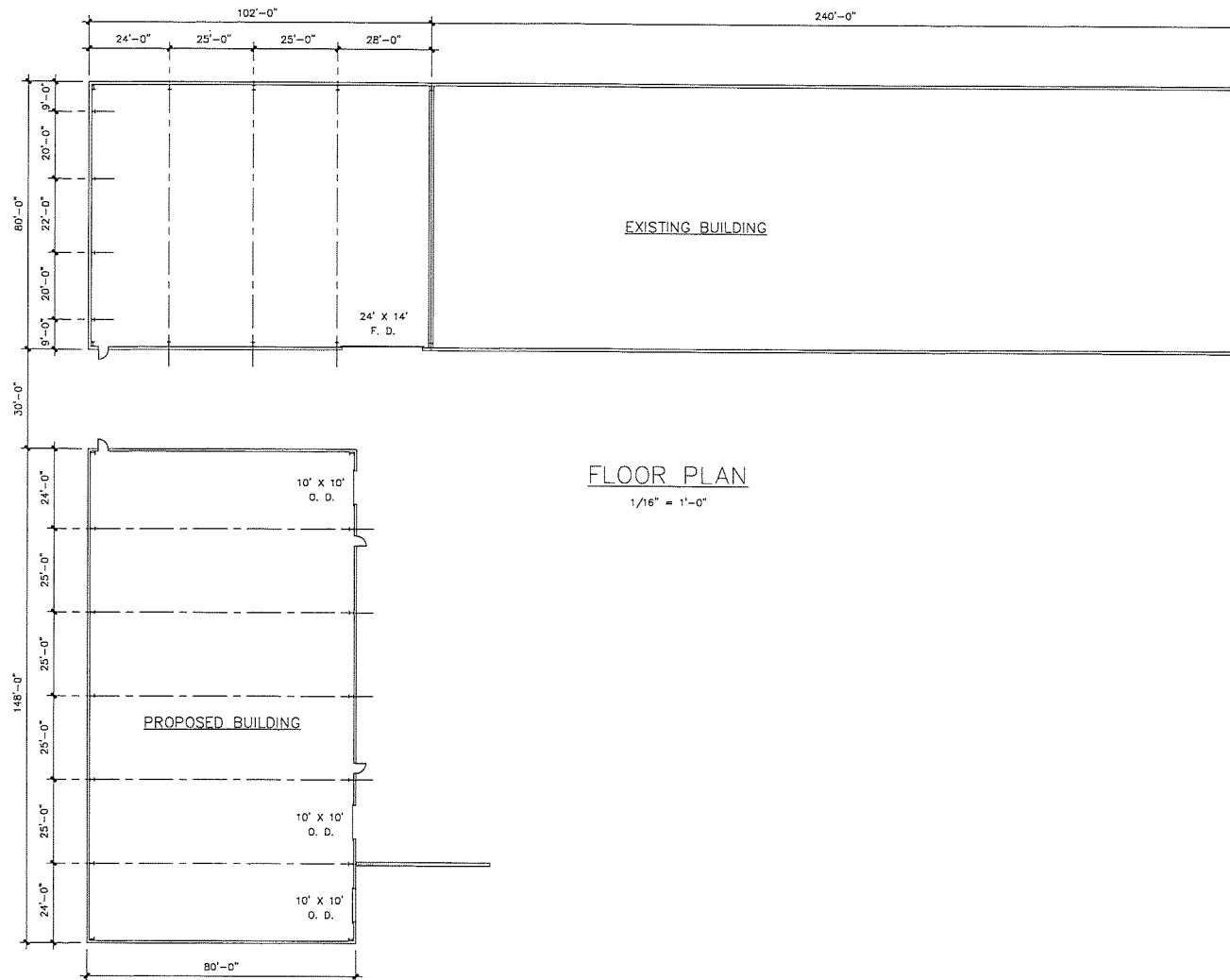
Architects
Gainesville
Georgia 30601
770 534 0872

Bailey Associates

INDUSTRIAL PIPE AND SUPPLY CO.
GAINESVILLE, GEORGIA

Project No 19017
Drawn By JKB
Checked By
Date JUNE 6, 2019
Revisions

A2
OF 2



FLOOR PLAN
1/16" = 1'-0"



Architects
Bailey Associates, Inc.
Gainesville, Georgia 30501
770.534.0612

Bailey Associates

INDUSTRIAL PIPE AND SUPPLY CO.
GAINESVILLE, GEORGIA

Project No 19017
Drawn By JKB
Checked By
Date JUNE 6, 2019
Revisions

A1

OF 2















CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/1/2019

Presenter: Bryan Lackey

Item of Business: **Business Resolution 2019-40**
Terwilliger Pappas Multi-Family Partners, LLC Purchase and Sale Agreement
(110 Jesse Jewell Parkway)

Meeting Date: 11/5/2019

Purpose of Request:

The purpose of this request is to authorize the sale of property to connect historic downtown with the midtown area.

History/Background:

The City solicited proposals to purchase and develop a 6.8-acre tract located at 110 Jesse Jewell Parkway commonly known as the City View property.

Facts & Issues for Consideration:

On September 12, 2019, the City announced the selection of Terwilliger Pappas to develop property located at 110 Jesse Jewell Parkway. The proposed resolution authorizes execution of a sale agreement and other necessary documents.

Department Recommendation:

Adopt the resolution 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
 BR-2019-40 Terwilliger Pappas Purchase Sale Agmt (110) Jesse Jewell Pkwy	Resolution

RESOLUTION BR-2019-40

**TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC
PURCHASE AND SALE AGREEMENT (110 JESSE JEWELL PARKWAY)**

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to connect the City's historic downtown area with the midtown area; and

WHEREAS, the 6.8-acre tract located at 110 Jesse Jewell Parkway, as more fully described in the Purchase and Sale Agreement between the City and Terwilliger Pappas Multi-Family Partners, LLC ("TP"), which Agreement is attached hereto and hereinafter referred to as "the Agreement," is a critical connection from downtown to midtown; and

WHEREAS, the property described in the Agreement is hereinafter referred to as "the Property;" and

WHEREAS, the City owns the Property; and

WHEREAS, the City solicited proposals from the general public to purchase and develop the Property; and

WHEREAS, after a review of the proposals submitted, the City has chosen the proposal submitted by TP to purchase and develop the Property; and

WHEREAS, the City desires to sell and TP desires to purchase the Property on the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the sale of the Property as outlined in the Agreement and directs the Mayor, the City Manager and the City Attorney to execute the Agreement, as well as all other such documents and agreements that may be necessary to complete the closing of the sale of the Property.

Adopted this _____ day of November, 2019.

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