



Mayor/Council Meeting Agenda
Tuesday, January 19, 2021, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

ORGANIZATIONAL MEETING:

- A. Business Resolution-2019-01 Emergency Interim Successors
- B. Appointment: Administrative Hearing Officer
- C. Appointment: Legal Organ
- D. Appointments: Ex-Officio Members to Boards/Committees
- E. Appointment: Georgia Mountains Regional Commission

Appointments

- A. Parks and Recreation Board
 - Appoint Alex Murray

Minutes

- A. December 10, 2020 Work Session
- B. December 15, 2020 Mayor/Council Meeting

Resolutions

- A. AR-2021-01 FY2020 Closure of Airport Capital Projects
- B. AR-2021-02 FY2020 Closure of Department of Water Resources Capital Projects
- C. AR-2021-03 FY2020 Closure of General Government Capital Projects
- D. AR-2021-04 FY2020 Closure of Golf Course Capital Projects
- E. AR-2021-05 FY2020 Closure of Grant Capital Projects
- F. AR-2021-06 FY2020 Closure of Parks and Recreation Capital Projects
- G. AR-2021-07 FY2020 Closure of SPLOST Capital Projects
- H. BR-2021-02 Intergovernmental Agreement with Hall County to Utilize County Property for AMI Network Improvements
- I. BR-2021-03 Intergovernmental Agreement Between City of Gainesville and Redevelopment Authority Relating to Sale of Golf Course Lots and Improvements to Chattahoochee Golf Course
- J. BR-2021-04 Property Acquisition from John P. Bridges and Carla Bagwell Bridges
- K. BR-2021-05 Qualifying Fees for the 2021 Municipal Election
- L. BR-2021-06 Tax Allocation District (TAD) Funding for K-Table Restaurant at 635 Jesse Jewell Parkway
- M. CR-2021-01 Temporary Closure of Broad Street between Prior and Spring Street

N. GR-2021-01 Authorization to Apply for and Accept GA DCA 2021 Community Home Investment Program (CHIP) Grant

PUBLIC HEARING(S):

Annexation/Zoning Items

- A. Request from **Pamela Eagar** to annex a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**) and to establish zoning as General Business (G-B). **Ward Number: Four**. Tax Parcel Number(s): 08-015-007-007. **Request: No proposed use.**
- Proposed Annexation Ordinance 2021-01
 - Proposed Zoning Ordinance 2021-02
- B. Request from **Nemrod Ovis, LLC** to annex a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**) and to establish zoning as Light Industrial (L-I). **Ward Number: Two**. Tax Parcel Number(s): 09-113-000-073 and 074. **Request: Industrial office/warehouse.**
- Proposed Annexation Ordinance 2021-03
 - Proposed Zoning Ordinance 2021-04
- C. Request from **Jennifer Walter** to rezone a 0.48± acre tract located on the east side of South Enota Drive, south of Robinhood Trail (a/k/a **522 South Enota Drive, NE**) from Office and Institutional (O-I) to Neighborhood Business (N-B). **Ward Number: Three**. Tax Parcel Number(s): 01-064-002-028. **Request: Retail store.**
- Proposed Zoning Ordinance 2021-05

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, January 15, 2021, 3:40 PM

Date Submitted: 1/14/2021
Presenter: Danny Dunagan
Item of Business: Business Resolution-2019-01 Emergency Interim Successors
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this resolution is to define the order of succession.

History/Background:

Facts & Issues for Consideration:

The order of succession is established annually during the organizational meeting upon adoption of the Emergency Interim Resolution.

Department Recommendation:

To adopt the resolution 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
 BR-2021-01 Emergency Interim Successors	Resolution

**RESOLUTION BR-2021-01
EMERGENCY INTERIM SUCCESSORS**

WHEREAS, the Georgia Civil Defense Act as amended in 1962 requires the Emergency Interim Successor to be named.

WHEREAS, the governing body annually adopts a resolution identifying the order of succession during emergency situations.

NOW, THEREFORE, BE IT RESOLVED, that the Emergency Interim Successors for the City of Gainesville are designated in the order listed below:

1. Mayor C. Danny Dunagan, Jr.
2. Mayor Pro Tem _____
3. Council Member _____
4. Council Member _____
5. Council Member _____
6. Council Member _____

Adopted this ____ day of January, 2021.

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

Date Submitted: 1/14/2021
Presenter: Danny Dunagan
Item of Business: Appointment: Administrative Hearing Officer
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to reappoint G. Hammond Law, III to serve another one-year term.

History/Background:

Facts & Issues for Consideration:

Section 1-8-1(6) of the Code of Ordinances sets forth a one-year term.

Department Recommendation:

The nomination was presented during the November 12, 2020 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ 2021 Organizational Meeting Appointment List	Backup Material

ORGANIZATIONAL MEETING APPOINTMENTS

POST	LAST NAME	FIRST NAME	ADDRESS	APPOINTED	EXPIRATION	FREQUENCY
City Manager	Lackey	Bryan	P.O. Box 2496 Gainesville, GA 30503	11/3/2015 effective 11/30/2015		As Needed
City Attorney	Hulsey, Oliver & Mahar, LLP (Abbott Hayes, Jr.)		P.O. Box 1457 200 E. E. Butler Parkway Gainesville, GA 30503 770-532-6312 ash@homlaw.com	10/6/2015 effective 1/1/2016		As Needed
City Auditor	Rushton & Company, CPA		726 S. Enota Drive NE Gainesville, GA 30501 770-287-7800	2/18/1997 1/7/2014		As Needed
Chief Judge	Law, III Annual Agreement via Resolution	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1988 1/7/2014 8/2/2016 6/20/2017 12/17/2019 11/17/2020	12/31/2021	Annual Agreement via Resolution
Municipal Court Solicitor	Grant	Inez	Gillsville Law, LLC P. O. Box 246 Gillsville, GA 30543 gillsvilleglaw@bellsouth.net	9/15/20 UE	Jan. 2022	2 year appt
Deputy Municipal Court Solicitor	VACANT AS OF 9/15/2020				Jan. 2022	2 year appt
Administrative Hearing Officer	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1992 1/7/2014 1/6/2015 1/5/2016 1/10/2017 1/9/2018 1/8/2019	1/18/2021	Annual
Legal Organ	The Times		345 Green Street, NW Gainesville, GA 30501 770-532-1234	1/10/2017 1/9/2018 1/8/2019 1/7/2020	1/18/2021	Annual

EXPIRATION DATE: First Council Meeting of the year

UPDATED: 12/15/2020 ag

"As Needed": Charter states "shall be removed at anytime upon majority vote of the governing body".



CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/14/2021
Presenter: Danny Dunagan
Item of Business: Appointment: Legal Organ
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to reappoint The Times as the Legal Organ.

History/Background:

Facts & Issues for Consideration:

The Times is the only newspaper published in Hall County.

Department Recommendation:

Nominated for reappointment during the November 12, 2020 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 2021 Organizational Meeting Appointment List	Backup Material

ORGANIZATIONAL MEETING APPOINTMENTS

POST	LAST NAME	FIRST NAME	ADDRESS	APPOINTED	EXPIRATION	FREQUENCY
City Manager	Lackey	Bryan	P.O. Box 2496 Gainesville, GA 30503	11/3/2015 effective 11/30/2015		As Needed
City Attorney	Hulsey, Oliver & Mahar, LLP (Abbott Hayes, Jr.)		P.O. Box 1457 200 E. E. Butler Parkway Gainesville, GA 30503 770-532-6312 ash@homlaw.com	10/6/2015 effective 1/1/2016		As Needed
City Auditor	Rushton & Company, CPA		726 S. Enota Drive NE Gainesville, GA 30501 770-287-7800	2/18/1997 1/7/2014		As Needed
Chief Judge	Law, III Annual Agreement via Resolution	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1988 1/7/2014 8/2/2016 6/20/2017 12/17/2019 11/17/2020	12/31/2021	Annual Agreement via Resolution
Municipal Court Solicitor	Grant	Inez	Gillsville Law, LLC P. O. Box 246 Gillsville, GA 30543 gillsvilleglaw@bellsouth.net	9/15/20 UE	Jan. 2022	2 year appt
Deputy Municipal Court Solicitor	VACANT AS OF 9/15/2020				Jan. 2022	2 year appt
Administrative Hearing Officer	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1992 1/7/2014 1/6/2015 1/5/2016 1/10/2017 1/9/2018 1/8/2019	1/18/2021	Annual
Legal Organ	The Times		345 Green Street, NW Gainesville, GA 30501 770-532-1234	1/10/2017 1/9/2018 1/8/2019 1/7/2020	1/18/2021	Annual

EXPIRATION DATE: First Council Meeting of the year

UPDATED: 12/15/2020 ag

"As Needed": Charter states "shall be removed at anytime upon majority vote of the governing body".

Date Submitted: 1/14/2021
Presenter: Danny Dunagan
Item of Business: Appointments: Ex-Officio Members to Boards/Committees
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to address the annual ex-officio appointments.

History/Background:

Facts & Issues for Consideration:

The appointments were presented during the November 12, 2020 Work Session. Nominations were presented by the Mayor.

Department Recommendation:

Appoint the ex-officio members 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
 2021 Ex-Officio Appointments	Backup Material

BOARD/COMMITTEE EX-OFFICIO APPOINTMENTS

(One Year Terms)

COMMITTEE	Meeting Schedule	2020	2021
Economic Development Council	Monthly	Mayor	Mayor
Gainesville-Hall County Development Authority	As Needed	Mayor	Mayor
Gainesville Redevelopment Authority	As Needed	Mayor	Mayor
Greater Hall Chamber of Commerce Board of Directors	Monthly	Mayor	Mayor
HALLmark Initiative		Mayor	Mayor
Lake Lanier Olympic Park Foundation		Mayor	Mayor & Clay
Airport Advisory Committee	Quarterly	Clay	Brooks & Clay
Keep Hall Beautiful/Hall County Green Alliance		Wangemann	Wangemann
Board of Health	Quarterly	Wangemann	Brooks
Chattahoochee Golf Course Advisory Committee	Monthly	Thompson	Thompson
Chicopee Woods Area Park Commission	Quarterly	Wangemann	Wangemann
Friends of the Park	Monthly	Clay	Clay
Gainesville-Hall County Land Bank Board		Couvillon	Couvillon
Gainesville Non-Profit Development Authority	Quarterly	Brooks	Brooks
Historic Preservation Commission	Monthly	Wangemann	Wangemann
Housing Authority	Monthly	Couvillon	Couvillon
Main Street Gainesville Advisory Board	Bi-Monthly	Thompson	Thompson
Parks & Recreation Board	Monthly	Couvillon	Clay
Planning and Appeals Board	Monthly	Brooks	Couvillon

Approved: 1/7/2020

Updated: 11/9/2020 d j

Updated: 12/7/2020 dj

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/14/2021
Presenter: Danny Dunagan
Item of Business: Appointment: Georgia Mountains Regional Commission
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to reappoint Council Member George Wangemann to represent the City of Gainesville.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

The nomination was presented at the November 12, 2020 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 GMRC Appointment Information	Backup Material

GEORGIA MOUNTAINS REGIONAL COMMISSION

Georgia Mountains Regional Commission Mission Statement:

To serve the local governments of the Georgia Mountains Region by improving the quality of life through economic development, community planning, information technology, and workforce development to support and enhance the region's prosperity.

The Georgia Mountains Regional Commission (GMRC) is a sub-state district created by local governments in 1962 under provisions of Georgia Enabling Law. The purpose of the GMRC is to locally promote and guide development of human, natural, physical, social and economic resources in the Georgia Mountains Region. The area covers 3,500 square miles, and includes Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, and White Counties.

The GMRC offers a wide variety of services to its 51 local governments, which include 13 counties and 38 municipalities. The GMRC works with these entities to formulate goals and strategies for area growth and development. Upon request, the GMRC provides a variety of technical assistance that will improve community services and the quality of life for Georgia Mountains residents.

The GMRC is guided by a forty-four (44) member Council and is composed of individuals appointed by the Governor, Lieutenant Governor, Speaker and one county elected official, one city elected official and one private sector individual from each of our 13 counties. City, County and private sector representatives are chosen by the cities and counties they represent. The Council is responsible for all policy decisions.

The GMRC interacts with many agencies at regional, state, and federal levels. These agencies work with the GMRC to coordinate and complement the delivery of services to governments and citizens of the Georgia Mountains area.

The GMRC is funded by a variety of sources, including federal, state, and local funds. The annual RC budget is reviewed and approved by the Council.

The GMRC focuses its broad scope of responsibility through the following departments: Planning, Economic Development, Workforce Development, Information Services, Finance and Administration.

On July 1, 2009, Georgia Mountains Regional Development Center was renamed Georgia Mountains Regional Commission. This event was part of the State of Georgia's restructuring of its regional boundaries.

Hall County Representatives

1. Hall County Commission Chairman Richard Higgins
2. City of Gainesville Council Member George Wangemann
3. Private Sector Deborah Mack

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/11/2021

Presenter: Danny Dunagan

Item of Business: Parks and Recreation Board

- Appoint Alex Murray

Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to address the expired term position held by Sam Richwine, Jr.

History/Background:

The Parks & Recreation board follow the guidelines as set forth in the City Charter, Code of Ordinances and Bylaws of the Gainesville Parks & Recreation Board. Members serve five-year terms or until a successor is appointed.

Facts & Issues for Consideration:

Alex Murray has confirmed a willingness to serve. The debt verification process has been completed with no concerns.

During the January 14, 2021 Work Session, the Mayor nominated Alex Murray to replace Sam Richwine, Jr. on the P&R board.

Department Recommendation:

To approve the nomination as submitted by the Mayor during the January 14, 2021 Work Session.

Department Director:

Danny Dunagan

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 P&R Members	Backup Material

PARKS AND RECREATION BOARD

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Peeples	Kingsley	10/15/19 UE	12/17/2019	12/31/2024
Ward 1	Simpson	John	8/18/15 UE	12/18/2018	12/31/2023
Ward 2	Daniel	Kristin	3/17/2015	12/17/2019	12/31/2024
Ward 2	Richwine, Jr.	Sam W.	12/31/2005	10/19/2010 6/7/2016	12/31/2020
Ward 3	Washington	Robert	12/18/2018		12/31/2023
Ward 3	Castleberry	Jerry	8/19/2008 UE	12/15/2009 12/16/2014 12/17/2019	12/31/2024
Ward 4	Daniell	Susan	12/6/2011	12/6/2016	12/31/2021
Ward 4	Embry, III	Hugh Cooper	2/3/15 UE	12/6/2016	12/31/2021
Ward 5	Romberg	Chris	12/31/2003	12/16/2008 12/3/2013 12/18/2018	12/31/2023
Ex-Officio	Couvillon	Sam	1/10/2017	1/9/2018 1/8/2019 1/7/2020	1/18/2021
Director	Mattison	Kate		Board Appointed	

TERM: Five year terms

CONTACT: Kate Mattison, Director of Parks & Recreation

UE: Unexpired Term

UPDATED: 1/8/2020 ag

Date Submitted: 1/19/2021
Presenter: Denise Jordan
Item of Business: December 10, 2020 Work Session
Meeting Date: 1/19/2021

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

Date Submitted: 1/14/2021
Presenter: Denise Jordan
Item of Business: December 15, 2020 Mayor/Council Meeting
Meeting Date: 1/19/2021

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: 1/4/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-01 FY2020 Closure of Airport Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of Airport Capital Projects.

History/Background:

Annually, we review the Airport Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Airport fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Airport Capital Project closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-01 FY2020 Closure of Airport Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-01

FY20 CLOSURE OF AIRPORT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Airport Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of \$2,056.04 available in closed project balances; and

WHEREAS, \$2,056.04 will be available in the Airport Fund for re-appropriation for future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed project.

Adopted this ____ **day of** _____, **2021.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
Airport Capital Projects
Closed Project Summary Report
06/30/20

FUND 550

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Runway Safety Area Improvements	\$ 2,056.04
Total Closed Project Balances	<u>2,056.04</u>
Total Amount Available for Reappropriation	<u>\$ 2,056.04</u>

City of Gainesville
Airport Capital Projects
 Closed Project Summary Report
 06/30/20

Runway Safety Area Improvements (PR17-10)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Airport Fund (FY18)	95,106.00	95,106.00	-
BA 2019-0335 (PR18-15) Airport Fund (FY18)	51,559.00	51,559.00	-
(PR18-15) Fed Grant (FY18)	1,749,979.00	1,712,974.79	37,004.21
(PR18-15) State Grant (FY18)	91,667.00	89,610.48	2,056.52
	<u>1,988,311.00</u>	<u>1,949,250.27</u>	<u>39,060.73</u>
Expenditure:			
Project Costs (FY17)	78,822.90	78,822.90	
Project Costs (FY18)	33,570.60	33,570.60	
Project Costs (FY19)	1,834,800.73	1,834,800.73	
Project Costs (FY20)	41,116.77	-	
	<u>1,988,311.00</u>	<u>1,947,194.23</u>	41,116.77
Open Encumbrances			<u>-</u>
Available Budget			<u>41,116.77</u>
Project Balance		<u>2,056.04</u>	
<i>Description:</i>			
<i>This project is part of the Airport's Capital Improvement plan and will redesign and construct the runway safety area.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Lisa Poole 50144

Date Submitted: 1/5/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-02 FY2020 Closure of Department of Water Resources Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of Department of Water Resources Capital Projects.

History/Background:

Annually, we review the Department of Water Resources Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Department of Water Resources Capital Projects funds for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Department of Water Resources Capital Projects closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-02 FY2020 Closure of Department of Water Resources Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-02

FY20 CLOSURE OF DEPARTMENT OF WATER RESOURCES CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Department of Water Resources Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of \$36,295.85 available in closed project balances; and

WHEREAS, \$36,295.85 will be available in the Department of Water Resources Capital Projects Fund for re-appropriation to future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects.

Adopted this ____ **day of** _____, **2021.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
Department of Water Resources Capital Projects
Closed Projects Summary Report
06/30/2020

Fund 308

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Linwood WRF Service Area Collection System Study	\$ 31,274.40
Riverside Lakeside WTP Driveway Sealing	-
Cargill Sanitary Sewer Outfall Improvements - Phase II	5.53
FY2016 Sanitary Sewer Improvements	111.14
Riverside Drive Water Treatment Plant Chemical Systems Improvements	3.08
FY2017 Flat Creek Water Reclamation Facility Upgrades	3,011.94
Riverside Drive WTP Solids Dewatering Facility Upgrades	1,757.01
Flat Creek Water Reclamation Facility- Digester Upgrade	77.86
Lakeside Drive VFD on Existing Pump	1.00
Water Distribution System Hydraulic & Quality Monitoring	0.50
FY19 Water Main Ext & Improvements	53.40
 Total Closed Project Balances	 <u>36,295.86</u>
 Total Amount Available for Reappropriation	 <u><u>\$ 36,295.86</u></u>

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Linwood WRF Service Area Collection System Study (PR17-28)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY18)	264,000.00	264,000.00	-
	<u>264,000.00</u>	<u>264,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	136,833.24	136,833.24	
Project Costs (FY19)	92,775.92	92,775.92	
Project Costs (FY20)	34,390.84	3,116.44	
Total	<u>264,000.00</u>	<u>232,725.60</u>	31,274.40
Open Encumbrances			<u>-</u>
Available Budget			<u>31,274.40</u>
Project Balance		<u><u>31,274.40</u></u>	
Description:			
This project is a study of the existing and future Linwood service area collection system. CH2M will develop a hydraulic model to allow for prudent planning of future expansion and growth of the Linwood WRF collection system.			
Status:			
Project is complete.			
Vendors with Open Encumbrances:			
None			
			Michelle Embry 18218

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Riverside Lakeside WTP Driveway Sealing
 (AR18-12)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY19)	475,000.00	475,000.00	-
Transfer to Project 18482 (FY20)	(475,000.00)	(475,000.00)	-
	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	-	-	
Project Costs (FY20)	-	-	
Total	<u>-</u>	<u>-</u>	-
Open Encumbrances			<u>-</u>
Available Budget			<u>-</u>
Project Balance		<u><u>-</u></u>	

Description:

This project involves the sealing of the driveways and parking areas at both Water Treatment Plants. In addition to improving the aesthetics of the facilities, this sealing will extend the useful life of both driving surfaces, and will be especially timely given all of the construction activities (and associated pavement stress) at Riverside.

Status:

Project is cancelled and budget transferred to DWR Project #18482.

Vendors with Open Encumbrances:

None

Don Dye
18303

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Cargill Sanitary Sewer Outfall Improvements - Phase II
 (PR12-25, PR13-02, PR15-20, PR17-09)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY12)	465,850.00	465,850.00	-
DWR Capital Projects Fund (FY13)	1,077,160.00	1,077,160.00	-
DWR Capital Projects Fund (FY15)	1,768,530.00	1,768,530.00	-
DWR Capital Projects Fund (FY17)	1,173,353.00	1,173,353.00	-
Transfer from Project #18273 (FY19)	530,000.00	530,000.00	-
Transfer to Project 19051 (FY20)	(422,859.00)	(422,859.00)	-
	<u>4,592,034.00</u>	<u>4,592,034.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY12)	1,700.00	1,700.00	
Project Costs (FY13)	118,253.18	118,253.18	
Project Costs (FY14)	983,562.69	983,562.69	
Project Costs (FY15)	84,033.58	84,033.58	
Project Costs (FY16)	1,242,732.82	1,242,738.82	
Project Costs (FY17)	766,229.92	766,229.92	
Project Costs (FY18)	457,853.71	457,853.71	
Project Costs (FY19)	394,580.60	394,580.60	
Project Costs (FY20)	543,087.50	543,075.97	
Total	<u>4,592,034.00</u>	<u>4,592,028.47</u>	5.53
Open Encumbrances			<u>-</u>
Available Budget			<u>5.53</u>
Project Balance		<u>5.53</u>	

Description:

This project will improve multiple capacity and condition problems with the existing sanitary sewer interceptors from Athens Street to south of Queen City Parkway. The improvements will eliminate potential sewer surcharges and manhole overflow, to alleviate infiltration and inflow, to remove infrastructure from under buildings, and to fix cracked and deteriorated sanitary sewer. Existing 8", 10", 12", 15" and 18" clay pipe will be replaced and relocated with proposed 8", 12", 18", and 24" DIP with a protective lining.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Chris McGauley
18402

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

FY2016 Sanitary Sewer Improvements
 (PR16-04; PR17-21)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY16)	120,000.00	120,000.00	-
Resolution PR17-21 (FY18)	1,655,000.00	1,655,000.00	-
Transfer from DWR Project 18901 (FY20)	231,000.00	231,000.00	-
Transfer from DWR Project 18901 (FY20)	2,055.00	2,055.00	-
	<u>2,008,055.00</u>	<u>2,008,055.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY16)	32,504.82	32,504.82	
Project Costs (FY17)	32,972.94	32,972.94	
Project Costs (FY18)	852,246.64	852,246.64	
Project Costs (FY19)	427,431.05	427,431.05	
Project Costs (FY20)	662,899.55	662,788.41	
Total	<u>2,008,055.00</u>	<u>2,007,943.86</u>	111.14
Open Encumbrances			<u>-</u>
Available Budget			<u>111.14</u>
Project Balance		<u>111.14</u>	

Description:

This project will repair and replace sewer mains that have reached the end of their service life. Parts of this project will use conventional trench methods of replacing sewer mains. Other parts of the project will use trenchless technology to protect environmentally sensitive areas and minimize disturbance to City residents. Using a combination of methods will allow us to be most cost effective in the replacements.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Alejandro Chacon
18422

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Riverside Drive Water Treatment Plant Chemical Systems Improvements
 (PR12-34, PR13-22, PR15-06, PR16-30)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY12)	71,000.00	71,000.00	-
DWR Capital Projects Fund (FY13)	135,000.00	135,000.00	-
DWR Capital Projects Fund (FY15)	580,000.00	580,000.00	-
DWR Capital Projects Fund (FY17)	11,708,682.00	11,708,682.00	-
Transfer to 18781 (FY19)	(165,000.00)	(165,000.00)	-
Transfer to 18781 (FY19)	(175,000.00)	(175,000.00)	-
Transfer to 18781 (FY20)	(30,000.00)	(30,000.00)	-
Transfer to 18781 (FY20)	(116,400.00)	(116,400.00)	-
Transfer to 19051 (FY20)	(159,191.00)	(159,191.00)	-
	<u>11,849,091.00</u>	<u>11,849,091.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY13)	63,172.89	63,172.89	
Project Costs (FY14)	123,277.62	123,277.62	
Project Costs (FY15)	55,856.76	55,856.76	
Project Costs (FY16)	453,234.95	453,234.95	
Project Costs (FY17)	2,601,014.42	2,601,014.42	
Project Costs (FY18)	6,327,411.28	6,327,411.28	
Project Costs (FY19)	2,007,089.57	2,007,089.57	
Project Costs (FY20)	218,033.51	218,030.43	
Total	<u>11,849,091.00</u>	<u>11,849,087.92</u>	3.08
Open Encumbrances			<u>-</u>
Available Budget			<u>3.08</u>
Project Balance		<u><u>3.08</u></u>	

Description:

This project will replace and/or upgrade existing chemical feed systems that are used during the water purification process in a newly constructed building located at the intersection of Riverside Drive and Crepe Myrtle Lane. Some of the existing chemical facilities are the originally installed systems from early 1950's which now have reached their useful life expectancy; others may require upgrade or replacement due to technological advancement or regulatory changes in the water treatment field.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Barclay Fouts
18621

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

FY2017 Flat Creek Water Reclamation Facility Upgrades
 (PR16-40, AR17-09)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY17)	130,000.00	130,000.00	-
DWR Capital Projects Fund (FY18)	1,250,000.00	1,250,000.00	-
Transfer to DWR Project 18951 (FY20)	(52,000.00)	(52,000.00)	-
	<u>1,328,000.00</u>	<u>1,328,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY17)	129,943.75	129,943.75	
Project Costs (FY18)	1,093,511.19	1,093,511.19	
Project Costs (FY19)	74,125.04	74,125.04	
Project Costs (FY20)	30,420.02	27,408.08	
Total	<u>1,328,000.00</u>	<u>1,324,988.06</u>	3,011.94
Open Encumbrances			<u>-</u>
Available Budget			<u>3,011.94</u>
Project Balance		<u><u>3,011.94</u></u>	

Description:

This project will replace two (2) mechanical bar screens and upgrade the existing grit removal system upstream of the influent pump station. Also included in this project is the replacement of the influent pump station control panel and flow control gates at the tertiary mix tank. These upgrades will greatly increase the efficiency and reliability of the Flat Creek Water Reclamation.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Michelle Embry
18871

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Riverside Drive WTP Solids Dewatering Facility Upgrades
 (PR16-53, AR17-0, PR18-19)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY17)	376,000.00	376,000.00	-
DWR Capital Projects Fund (FY18)	1,300,000.00	1,300,000.00	-
DWR Capital Projects Fund (FY19)	2,150,000.00	2,150,000.00	-
Transfer to DWR Project 18951 (FY20)	(13,500.00)	(13,500.00)	-
Transfer to DWR Project 18442 (FY20)	(375,768.00)	(375,768.00)	-
Transfer to DWR Project 18915 (FY20)	(411,930.00)	(411,930.00)	-
Transfer to DWR Project 18981 (FY20)	(142,000.00)	(142,000.00)	-
Transfer to DWR Project 18422 (FY20)	(231,000.00)	(231,000.00)	-
Transfer to DWR Project 18911 (FY20)	(400,000.00)	(400,000.00)	-
Transfer to DWR Project 19051 (FY20)	(150,484.00)	(150,484.00)	-
	<u>2,101,318.00</u>	<u>2,101,318.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY17)	26,661.09	26,661.09	
Project Costs (FY18)	176,378.42	176,378.42	
Project Costs (FY19)	262,146.35	262,146.35	
Project Costs (FY20)	<u>1,636,132.14</u>	<u>1,634,375.13</u>	
Total	<u>2,101,318.00</u>	<u>2,099,560.99</u>	1,757.01
Open Encumbrances			<u>-</u>
Available Budget			<u>1,757.01</u>
Project Balance		<u><u>1,757.01</u></u>	

Description:

Hazen and Sawyer will provide engineering services to assist Gainesville Department of Water Resources in the evaluation, design, and bid phase for the upgrades to the existing solids dewatering facility at Riverside Drive WTP. The project will evaluate new dewatering technologies to replace two existing presses and ancillary equipment that have reached the end of their life expectancy.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Barclay Fouts
18901

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Flat Creek Water Reclamation Facility- Digester Upgrade
 (AR17-09, AR18-12)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY18)	1,000,000.00	1,000,000.00	-
DWR Capital Projects Fund (FY19)	1,750,000.00	1,750,000.00	-
Transfer to DWR Project 19051 (FY20)	(1,052,274.00)	(1,052,274.00)	-
	<u>1,697,726.00</u>	<u>1,697,726.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	76,665.42	76,665.42	
Project Costs (FY19)	561,719.51	561,719.51	
Project Costs (FY20)	1,059,341.07	1,059,263.21	
Total	<u>1,697,726.00</u>	<u>1,697,648.14</u>	77.86
Open Encumbrances			<u>-</u>
Available Budget			<u>77.86</u>
Project Balance		<u>77.86</u>	

Description:

This project will provide sludge storage capacity at the Flat Creek WRF by converting one of the existing 75-foot diameter anaerobic digestion tanks. This tank will be equipped with a coarse bubble aeration system and can be used continuously, or intermittently, to provide a "wide spot" (i.e. buffer capacity) in the sludge process, based on the plant's needs. This will provide flexibility in the processing of sludge during high-flow conditions, or when the existing dewatering equipment is taken out of service for required maintenance or repair.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Barclay Fouts
18902

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Lakeside Drive VFD on Existing Pump
 (AR17-09)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY18)	300,000.00	300,000.00	-
	<u>300,000.00</u>	<u>300,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	13,759.41	13,759.41	
Project Costs (FY19)	97,310.29	97,310.29	
Project Costs (FY20)	188,930.30	188,929.30	
Total	<u>300,000.00</u>	<u>299,999.00</u>	1.00
Open Encumbrances			<u>-</u>
Available Budget			<u>1.00</u>
Project Balance		<u>1.00</u>	

Description:

This project will install a variable frequency drive (VFD) on an existing pump located at the Lakeside Drive Water Treatment Plant.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Michelle Embry
18905

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

Water Distribution System Hydraulic & Quality Monitoring
 (AR17-09)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY18)	150,000.00	150,000.00	-
Transfer to DWR Project 19051 (FY20)	(49,072.00)	(49,072.00)	-
	<u>100,928.00</u>	<u>100,928.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	65,275.60	65,275.60	
Project Costs (FY19)	35,651.90	35,651.90	
Project Costs (FY20)	0.50	-	
Total	<u>100,928.00</u>	<u>100,927.50</u>	0.50
Open Encumbrances			<u>-</u>
Available Budget			<u>0.50</u>
Project Balance		<u><u>0.50</u></u>	

Description:

This project is a study of the existing water distribution system. A hydraulic model will be developed to aid the City in problem solving and better understanding the existing distribution system.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Michelle Embry
18912

City of Gainesville
Department of Water Resources Capital Projects
 Closed Projects Summary Report
 06/30/2020

FY19 Water Main Ext & Improvements
 (AR18-12)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
DWR Capital Projects Fund (FY19)	3,000,000.00	3,000,000.00	-
Transfer to DWR Project 18915 (FY20)	(2,080,400.00)	(2,080,400.00)	-
Transfer to DWR Project 19051 (FY20)	(464,189.00)	(464,189.00)	-
	<u>455,411.00</u>	<u>455,411.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	47,882.76	47,882.76	
Project Costs (FY20)	407,528.24	407,474.84	
Total	<u>455,411.00</u>	<u>455,357.60</u>	53.40
Open Encumbrances			<u>-</u>
Available Budget			<u>53.40</u>
Project Balance		<u><u>53.40</u></u>	

Description:

The Department of Water Resources maintains a list of water main extension and upgrade requests from property owners and department-identified system needs. This project will allow us to reach new customers, operate our system more effectively and plan for future growth.

Status:

Project is closed.

Vendors with Open Encumbrances:

None

Chris McGauley
18941

Date Submitted: 1/5/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-03 FY2020 Closure of General Government Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of General Government Capital Projects.

History/Background:

Annually, we review the General Government Capital Project closures to determine which remaining funds should be returned to the appropriated restricted funds or re-appropriate in the General Government Capital Project fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the General Government Capital Projects closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-03 FY2020 Closure of General Government Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-03

FY20 CLOSURE OF GENERAL GOVERNMENT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for General Government Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of \$77,628.42 available in closed project balances; and

WHEREAS, \$ 33,502.50 were not drawn from GMA Lease Proceeds; and

WHEREAS, \$ 1.77 will be returned to the Fire Fund; and

WHEREAS, other project related needs remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures \$44,124.15 as funds available for future appropriation by the governing body.

Adopted this _____ day of _____, 2021.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

FUND 350

Summary of Closed Project Balances FY20	
Project Description	Excess Funds
Fire Dept Replacement Radios	\$ 12,114.87
FY19 Police Vehicle Replacement Program	346.90
FY20 Vehicle Replacement Program	33,155.60
Video/Audio Recording Equipment	5,152.25
Batallion Vehicle Replacement	1.77
Roosevelt Square Lighting Project	-
Mini Excavator	1,264.25
Replacement Service Truck- PL&B	4,234.01
Replacement Fleet Vehicle- PL&B	49.10
Replacement Fleet Vehicle- Engineering I	-
Replacement Fleet Vehicle- Engineering II	-
Replacement Fleet Truck	-
Brine Dump Truck	2,151.80
Brine Maker	3,153.97
Hook Lift Dump Truck	10,270.00
Replacement Fleet Vehicle- ROW Truck	1,515.35
Replacement Fleet Vehicle- Paving	2,748.55
Replacement Fleet Vehicle- Cemetery	-
Code Enforcement Vehicles	1,470.00
Total Closed Project Balances	77,628.42
Closed Project Balances to be Returned to Other Funds:	
GMA Lease Proceeds (PD Vehicles)	33,502.50
Fire Fund (Fire Dept Radios & Batallion Vehicle)	1.77
Total Returned Amount	33,504.27
Appropriations Subsequent to 6/30/2020:	
Total Appropriations	-
Total Amount Available for Reappropriation	\$ 44,124.15

* No transfer of funds.

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Fire Dept Replacement Radios (AR17-09, AR18-12, AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund (FY18)	110,000.00	110,000.00	-
General Fund (FY19)	110,000.00	110,000.00	-
Fire Fund (FY20)	60,000.00	60,000.00	-
	<u>280,000.00</u>	<u>280,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	109,938.10	109,938.10	
Project Costs (FY19)	110,054.31	110,054.31	
Project Costs (FY20)	60,007.59	47,892.72	
	<u>280,000.00</u>	<u>267,885.13</u>	12,114.87
Open Encumbrances			<u>-</u>
Available Budget			<u>12,114.87</u>
Project Balance		<u>12,114.87</u>	
<i>Description:</i>			
The purchase of (55) new radios to replace existing outdated and unsupported radios to provide clear and effective communications during emergency incidents. Due to upgrades in technology, the old radios are no longer supported by its manufacturer. Additionally, upgrades made to the Hall County 911 Center will cause these radios to be incompatible. The Hall County 911 Center upgrades are expected to be completed by year 2021.			
<i>Status:</i>			
Project is complete.			
<i>Vendors with Open Encumbrances:</i>			
None			
Chief Jerome Yarbrough 92061			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

FY19 Police Vehicle Replacement Program (AR18-12)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Lease Proceeds (FY19)	297,000.00	297,000.00	-
	<u>297,000.00</u>	<u>297,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	58,859.96	58,859.96	
Project Costs (FY20)	238,140.04	237,793.14	
	<u>297,000.00</u>	<u>296,653.10</u>	346.90
Open Encumbrances			<u>-</u>
Available Budget			<u>346.90</u>
Project Balance		<u>346.90</u>	
<i>Description:</i>			
<i>Purchase marked and unmarked patrol vehicles to replace vehicles that have outlived their usefulness either due to maintenance cost or safety.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
Chief Jay Parrish 92065			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

FY20 Vehicle Replacement Program (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Lease Proceeds (FY20)	275,000.00	275,000.00	-
	<u>275,000.00</u>	<u>275,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	275,000.00	241,844.40	
	<u>275,000.00</u>	<u>241,844.40</u>	33,155.60
Open Encumbrances			<u>-</u>
Available Budget			<u>33,155.60</u>
Project Balance		<u>33,155.60</u>	
<i>Description:</i>			
<i>Purchase marked and unmarked patrol vehicles to replace vehicles that have outlived their usefulness either due to maintenance cost or safety.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
 <i>None</i>			
Chief Jay Parrish			
92067			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Video/Audio Recording Equipment (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund (FY20)	55,000.00	55,000.00	-
	<u>55,000.00</u>	<u>55,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	55,000.00	49,847.75	
	<u>55,000.00</u>	<u>49,847.75</u>	5,152.25
Open Encumbrances			<u>-</u>
Available Budget			<u>5,152.25</u>
Project Balance		<u>5,152.25</u>	
<i>Description:</i> Video and audio equipment use for documenting police interviews at the Gainesville Justice Center is outdated and obsolete. The original equipment was installed eight years ago during the building construction. This equipment required each room interview to be collected separately on a DVD. An upgrade to the cameras and recording devices was completed in 2015. All of this equipment is now failing and needs to be replaced. This project is for the cost to purchase and install new cameras, storage server, and removal of the old system.			
<i>Status:</i> Project is complete.			
<i>Vendors with Open Encumbrances:</i> None			
Chief Jay Parrish 92068			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Battalion Vehicle Replacement (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Fire Fund (FY20)	42,000.00	42,000.00	-
Transfer from Fire Fund (FY20)	30.00	30.00	-
	<u>42,030.00</u>	<u>42,030.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	42,030.00	42,028.23	
	<u>42,030.00</u>	<u>42,028.23</u>	1.77
Open Encumbrances			<u>-</u>
Available Budget			<u>1.77</u>
Project Balance		<u>1.77</u>	
<i>Description:</i>			
Replacement Battalion Chief Vehicle #4949. This new unit will allow the Fire Department to maintain a safe, high quality unit for the Battalion Chiefs response to fires and other incidents such as medical, rescue, and HazMat as needed.			
<i>Status:</i>			
Project is complete.			
<i>Vendors with Open Encumbrances:</i>			
None			
Chief Jerome Yarbrough 92069			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Roosevelt Square Lighting Project (AR18-12)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund F(Y19)	40,000.00	40,000.00	-
Transfer to Project 91025 (FY20)	(40,000.00)	(40,000.00)	-
	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	-	-	
Project Costs (FY20)	-	-	
	<u>-</u>	<u>-</u>	<u>-</u>
Open Encumbrances			<u>-</u>
Available Budget			<u>-</u>
Project Balance		<u>-</u>	
<i>Description:</i> Install three new light poles on the walkway between the Belk lot and Roosevelt Square. There is no lighting in the section and it is extremely dark when coming from downtown toward Roosevelt Square at night. This would improve safety during the overnight hours.			
<i>Status:</i> Project is closed.			
<i>Vendors with Open Encumbrances:</i> None			
			Troy Grizzle 93150

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Mini Excavator (AR18-12)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund (FY19)	100,000.00	100,000.00	-
Transfer from Gen Fund (BA19-9820)	50,000.00	50,000.00	-
	<u>150,000.00</u>	<u>150,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	98,929.00	98,929.00	
Project Costs (FY20)	51,071.00	49,806.75	
	<u>150,000.00</u>	<u>148,735.75</u>	1,264.25
Open Encumbrances			<u>-</u>
Available Budget			<u>1,264.25</u>
Project Balance		<u>1,264.25</u>	
 <i>Description:</i>			
<i>The Mini Excavator will allow the Streets Division to remove and replace sidewalks in areas that a larger backhoe will not fit. The new excavator will be the current one that was purchased in 1999 that has become a maintenance issue.</i>			
 <i>Status:</i>			
<i>Project is complete.</i>			
 <i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Brett Mosley 93159

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Service Truck- PL&B (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	<u>45,000.00</u>	<u>45,000.00</u>	<u>-</u>
	<u>45,000.00</u>	<u>45,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	<u>45,000.00</u>	<u>40,765.99</u>	
	<u>45,000.00</u>	<u>40,765.99</u>	4,234.01
Open Encumbrances			<u>-</u>
Available Budget			<u>4,234.01</u>
Project Balance		<u><u>4,234.01</u></u>	
Description:			
Replacement of a 2006 2wd Chevrolet truck Asset #12320 would help on eliminating upcoming high mileage services and maintenance cost of this vehicle. This Vehicle would be replaced with a Utility Body 4X4 vehicle that would benefit the department during incimate weather and staff due to carrying extensive amount equipment and supplies during each job.			
Status:			
Project is complete.			
Vendors with Open Encumbrances:			
None			
			Tommy Hunt
			93161

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- PL&B (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	30,000.00	30,000.00	-
	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	30,000.00	29,950.90	
	<u>30,000.00</u>	<u>29,950.90</u>	49.10
Open Encumbrances			-
Available Budget			<u>49.10</u>
Project Balance		<u>49.10</u>	
<i>Description:</i> New work truck with utility body to be used for hauling Brine Tank, or transport of crews and equipment, to and from job sites to perform storm drain cleaning, storm damaged tree removal, transport cones and barricades, and many other street and right of way maintenance related task. This is for replacement of asset #11723 (unit #26) which has over 85,500 miles and various mechanical issues that drive operating cost up exponentially.			
<i>Status:</i> Project is complete.			
<i>Vendors with Open Encumbrances:</i> None			
			Tommy Hunt 93163

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- Engineering I
 (AR19-11)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	30,000.00	30,000.00	-
	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	30,000.00	30,000.00	-
	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Open Encumbrances			<u>-</u>
Available Budget			<u>-</u>
Project Balance		<u>-</u>	

Description:

Replacement Engineering Fleet Vehicle to replace Asset #19270. Current truck has approximately 130,000 miles. Truck is used to check job sites, conduct inspections, and haul safety equipment. Four wheel drive is needed to access construction locations and respond to winter weather emergencies.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Tommy Hunt
93167

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- Engineering II (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	30,000.00	30,000.00	-
	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	30,000.00	30,000.00	
	<u>30,000.00</u>	<u>30,000.00</u>	-
Open Encumbrances			<u>-</u>
Available Budget			<u>-</u>
Project Balance		<u>-</u>	
 <i>Description:</i> Replacement Engineering Fleet Vehicle to replace Asset #15993. Current truck has approximately 120,000. Truck is used to check job sites, conduct inspections, and haul safety equipment. Four wheel drive is needed to access construction locations and respond to winter weather emergencies.			
 <i>Status:</i> Project is complete.			
 <i>Vendors with Open Encumbrances:</i> None			
Tommy Hunt 93168			

City of Gainesville

Closed Projects Summary Report

6/30/2020

Replacement Fleet Truck

(AR19-11)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	70,000.00	70,000.00	-
	<u>70,000.00</u>	<u>70,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	70,000.00	70,000.00	
	<u>70,000.00</u>	<u>70,000.00</u>	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:

Truck will be used for emergency responses to check job sites, conduct inspections, haul traffic control cabinets, haul pull boxes and cabinet pads, tow equipment/wire trailers to and from jobs. Four wheel drive needed to access construction locations and respond to winter weather emergencies.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Tommy Hunt
93170

City of Gainesville

Closed Projects Summary Report

6/30/2020

(AR19-11)

Funding Sources:

GG CIP Fund Balance (FY20)

Budget

Actual

Difference

180,000.00

180,000.00

—

180,000.00

180,000.00

—

Expenditure:

Project Costs (FY20)

180,000.00

177,848.20

180,000.00

177,848.20

2,151.80

Open Encumbrances

—

Available Budget

2,151.80

Project Balance

2,151.80

Description:

This brine/dump truck would be used for numerous operations from putting out brine during winter weather, hauling downed trees and storm debris, hauling asphalt or concrete for repairs, leaf pick up, and other uses.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Dana Chandler

93171

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Brine Maker (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	35,000.00	35,000.00	-
	<u>35,000.00</u>	<u>35,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	35,000.00	31,846.03	
	<u>35,000.00</u>	<u>31,846.03</u>	3,153.97
Open Encumbrances			-
Available Budget			<u>3,153.97</u>
Project Balance		<u>3,153.97</u>	
Description:			
Brine maker needed to consistently produce the desired amount of brine at an accurate concentration to combat snow and ice issues on roadways.			
Status:			
Project is complete.			
Vendors with Open Encumbrances:			
None			
Dana Chandler 93172			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Hook Lift Dump Truck (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	180,000.00	180,000.00	-
	<u>180,000.00</u>	<u>180,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	180,000.00	169,730.00	
	<u>180,000.00</u>	<u>169,730.00</u>	10,270.00
Open Encumbrances			-
Available Budget			<u>10,270.00</u>
Project Balance		<u>10,270.00</u>	
<i>Description:</i>			
New hook lift/dump truck to be used with beds that we have currently for hauling storm damaged trees, asphalt and concrete from road and sidewalk repairs, leaf pick up during the fall/leaf season.			
<i>Status:</i>			
Project is complete.			
<i>Vendors with Open Encumbrances:</i>			
None			
Dana Chandler 93173			

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- ROW Truck (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	40,000.00	40,000.00	-
	<u>40,000.00</u>	<u>40,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	40,000.00	38,484.65	
	<u>40,000.00</u>	<u>38,484.65</u>	1,515.35
Open Encumbrances			-
Available Budget			<u>1,515.35</u>
Project Balance		<u>1,515.35</u>	
<i>Description:</i>			
<i>New crew cab service truck to be used as a transport for crews and supplies that do not require larger trucks to move equipment to and from job sites, such as right-of-way mowing, curb cleaning, litter pick up, and inmate details.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Dana Chandler 93174

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- Paving (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	40,000.00	40,000.00	-
	<u>40,000.00</u>	<u>40,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	40,000.00	37,251.45	
	<u>40,000.00</u>	<u>37,251.45</u>	2,748.55
Open Encumbrances			<u>-</u>
Available Budget			<u>2,748.55</u>
Project Balance		<u>2,748.55</u>	
<i>Description:</i>			
New crew cab service truck to be used as a transport for crews and supplies (not requiring larger trucks to move equipment) to and from job sites associated with right-of-way mowing, curb cleaning, litter pick up, and inmate details.			
<i>Status:</i>			
Project is complete.			
<i>Vendors with Open Encumbrances:</i>			
None			
			Dana Chandler 93175

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Replacement Fleet Vehicle- Cemetery (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
GG CIP Fund Balance (FY20)	30,000.00	30,000.00	-
	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	30,000.00	30,000.00	
	<u>30,000.00</u>	<u>30,000.00</u>	-
Open Encumbrances			<u>-</u>
Available Budget			<u>-</u>
Project Balance		<u>-</u>	
 <i>Description:</i>			
Vehicle replacement of a sixteen year old 2 WD truck, asset # 11269. Current mileage of 109,700. The replacement will reduce the cost of both repairs and fuel.			
 <i>Status:</i>			
Project is complete.			
 <i>Vendors with Open Encumbrances:</i>			
None			
			Tommy Hunt 93176

City of Gainesville
General Government Capital Projects
 Closed Projects Summary Report
 6/30/2020

Code Enforcement Vehicles (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund (FY20)	89,100.00	89,100.00	-
	<u>89,100.00</u>	<u>89,100.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	89,100.00	87,630.00	
	<u>89,100.00</u>	<u>87,630.00</u>	1,470.00
Open Encumbrances			<u>-</u>
Available Budget			<u>1,470.00</u>
Project Balance		<u>1,470.00</u>	
Description: <i>The current code enforcement fleet consists of one 2005 Ford F-150 and two 2006 Ford F-150s. Based on the vehicle replacement criteria, all three vehicles exceed the 23 point threshold based on age and usage alone. Two of the current vehicles are showing signs of transmission problems which will lead to costly repairs in the future. Having all three vehicles purchased at one time will make the upcoming technology upgrade installation and transition a much smoother process.</i>			
Status: <i>Project is complete.</i>			
Vendors with Open Encumbrances: <i>None</i>			
Sarah Wilson-Britt 96014			

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-04 FY2020 Closure of Golf Course Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of Golf Course Capital Projects.

History/Background:

Annually, we review the Golf Course Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Golf Course fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Golf Course Capital Project closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-04 FY2020 Closure of Golf Course Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-04

FY20 CLOSURE OF GOLF COURSE CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Golf Course Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of \$25,800.00 available in closed project balances; and

WHEREAS, \$25,800.00 will be available in the Golf Fund for re-appropriation for future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed project.

Adopted this ____ **day of** _____, **2021.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
Golf Capital Projects
Closed Project Summary Report
06/30/2020

FUND 595

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Maintenance Building Extension	\$ 25,800.00
Total Closed Project Balances	<u>25,800.00</u>
Closed Project Balances to be Returned to Restricted Funds	-
Total Returned Amount	<u>-</u>
Total Amount Available for Reappropriation	<u>\$ 25,800.00</u>

City of Gainesville
Golf Capital Projects
 Closed Project Summary Report
 06/30/2020

Maintenance Building Extension (AR19-11)			
	Budget	Actual	Difference
Funding Sources:			
General Fund (FY20)	200,000.00	200,000.00	-
	<u>200,000.00</u>	<u>200,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY20)	200,000.00	174,200.00	
	<u>200,000.00</u>	<u>174,200.00</u>	25,800.00
Open Encumbrances			<u>-</u>
Available Budget			<u>25,800.00</u>
Project Balance		<u>25,800.00</u>	
<i>40' X 50' maintenance building extension. The existing maintenance building is too small to store all maintenance equipment. Two existing sheds currently shelter several pieces of equipment. The sheds are very old and deteriorating to the point of possibly colapsing, damaging the stored equipment. Several other pieces of equipment are stored outdoors in the elements, shortening the life expectancy of the equipment. Chemical sprayers which can not freeze, are stored in the heated mechanics shop in the winter, taking up additional needed space.</i>			
Status: Project is complete.			
Vendors with Open Encumbrances: None			
			Sheldon Foote 30001

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-05 FY2020 Closure of Grant Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of Grant Capital Projects.

History/Background:

Annually, we review the Grant Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Grant Capital Projects funds for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Grant Capital Projects closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-05 FY2020 Closure of Grant Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-05

FY20 CLOSURE OF GRANT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Grant Government Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of \$0.91 available in closed project balances; and

WHEREAS, \$0.91 will be available in the Grants Capital Project Fund for future use; and

WHEREAS, other project related needs remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and approves the use of residual funds held in the Grants Capital Project fund for future appropriation by the governing body.

Adopted this _____ **day of** _____, **2021.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
Grant Capital Projects
Closed Project Summary Report
06/30/2020

FUND 340

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Downtown Wireless Hot Zone	\$ 0.91
Total Closed Project Balances	<u>0.91</u>
Appropriations Subsequent to 6/30/2020:	
Total Appropriations	<u>-</u>
Total Amount Available for Reappropriation	<u>\$ 0.91</u>

City of Gainesville
Grant Capital Projects
Closed Project Summary Report
06/30/2020

Downtown Wireless Hot Zone (AR17-09)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
General Fund FY18	30,000.00	30,000.00	-
ARC Grant Funds	30,000.00	30,000.00	-
Grant Fund Balance BA2020-11306	2,798.00	2,798.00	-
	<u>62,798.00</u>	<u>62,798.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY18)	-	-	
Project Costs (FY19)	58,763.50	58,763.50	
Project Costs (FY20)	4,034.50	4,033.59	
	<u>62,798.00</u>	<u>62,797.09</u>	0.91
Open Encumbrances			<u>-</u>
Available Budget			<u>0.91</u>
Project Balance		<u><u>0.91</u></u>	
Description:			
As illustrated in the Downtown Strategic Plan, Gainesville is a young city with over one third of its population being Millennials and recognizes younger Gainesville locals are more technologically focused and want access to secure, high speed wireless service while enjoying Downtown's greenspace. To facilitate access to a secured, wireless hot zone in Downtown, the City applied for grant funding from the Appalachian Regional Commission (ARC). The "Downtown Gainesville Wireless Hot Zone" project was identified as a priority project by the Governor's Office for the ARC Economic Development Grant program, under which the wireless hot zone project will be funded at 50% in the ARC grant funds and 50% as a local cash match.			
Status:			
Project is complete.			
Vendors with Open Encumbrances:			
None			
Rusty Ligon 96012			

Date Submitted: 1/4/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-06 FY2020 Closure of Parks and Recreation Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 Closure of Parks and Recreation Capital Projects.

History/Background:

Annually, we review the Parks and Recreation Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Parks and Recreation Capital Projects funds for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Parks and Recreation Capital Projects closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-06 FY2020 Closure of Parks and Recreation Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-06

FY20 CLOSURE OF PARKS & RECREATION CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Parks and Recreation Capital Projects; and

WHEREAS, the financial audit for the fiscal years ended June 30, 2020, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of \$48,174.39 available in closed project balances; and

WHEREAS, \$44,809.06 will be returned to the Parks & Recreation Fund; and

WHEREAS, \$3,365.33 will be returned to the Impact Fees Fund; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures \$48,174.39 to the appropriate funding source.

Adopted this ____ day of _____, 2021.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
Parks and Recreation Capital Projects
 Closed Projects Summary Report
 06/30/2020

FUND 390

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Parks Master Plan	\$ 104.00
Playground Improvements- Systemwide	819.44
Park Vehicles	2,771.00
Park Signage - Systemwide	7.00
Concessions/Restroom Building Replacement	2,538.89
Tennis Court Resurfacing	32,937.58
VSI Software Upgrades	8,996.48
Total Closed Project Balances	48,174.39
Closed Project Balances to be Returned to Restricted Funds:	
P&R Fund (Parks Master Plan)	104.00
P&R Fund (Park Vehicles)	2,771.00
P&R Fund (Tennis Court Resurfacing)	32,937.58
P&R Fund (VSI Software Upgrades)	8,996.48
Impact Fees (Playground Improvements)	819.44
Impact Fees (Park Signage)	7.00
Impact Fees (Concession/Restroom Building)	2,538.89
Total Returned Amount	48,174.39
Total Amount Available for Reappropriation	\$ -

City of Gainesville
Parks and Recreation Capital Projects
 Closed Projects Summary Report
 06/30/2020

Parks Master Plan (AR17-09)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
P&R Fund Balance (FY18)	150,000.00	150,000.00	-
	<u>150,000.00</u>	<u>150,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY18)	-	-	
Project Costs (FY19)	74,180.00	74,180.00	
Project Costs (FY20)	75,820.00	75,716.00	
	<u>150,000.00</u>	<u>149,896.00</u>	104.00
Open Encumbrances			<u>-</u>
Available Budget			<u>104.00</u>
Project Balance		<u><u>104.00</u></u>	
<i>Description:</i> An update to the Vision 2014 Strategic Parks and Recreation Plan was completed in 2010. With many of the recommendations implemented or in progress, as well as changes in recreational trends and demands, a new 10-year master plan (2020-2030) must be developed to meet the growing needs of the citizens of Gainesville and Hall County. This is also a requirement of National Accreditation.			
<i>Status:</i> Project is complete.			
<i>Vendors with Open Encumbrances:</i> None			
Michael Graham 70051			

City of Gainesville
Parks and Recreation Capital Projects

Closed Projects Summary Report

06/30/2020

Playground Improvements- Systemwide
 (AR17-09, AR18-12)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
P&R Fund Balance (FY18)	130,000.00	130,000.00	-
Impact Fees (FY19)	150,000.00	150,000.00	-
	<u>280,000.00</u>	<u>280,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY18)	123,866.80	123,866.80	
Project Costs (FY19)	-	-	
Project Costs (FY20)	156,133.20	155,313.76	
	<u>280,000.00</u>	<u>279,180.56</u>	819.44
Open Encumbrances			<u>-</u>
Available Budget			<u>819.44</u>
Project Balance		<u>819.44</u>	

Description:

Make improvements or replace 20+ year old playground equipment at Riverside, Longwood Park, City Park, etc.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Michael Graham
70053

City of Gainesville
Parks and Recreation Capital Projects
 Closed Projects Summary Report
 06/30/2020

Park Vehicles (AR18-12, AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
P&R Fund Balance (FY19)	25,000.00	25,000.00	-
P&R Fund Balance (FY20)	55,000.00	55,000.00	-
	<u>80,000.00</u>	<u>80,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY19)	21,671.00	21,671.00	
Project Costs (FY20)	58,329.00	55,558.00	
	<u>80,000.00</u>	<u>77,229.00</u>	2,771.00
Open Encumbrances			<u>-</u>
Available Budget			<u>2,771.00</u>
Project Balance		<u>2,771.00</u>	
<i>Description:</i>			
<i>Based on vehicle replacement procedures, the Agency has numerous vehicles that need to be replaced. Some vehicles are almost 30 years old and have over 100,000 miles on them.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Michael Graham 70058

City of Gainesville
Parks and Recreation Capital Projects
 Closed Projects Summary Report
 06/30/2020

Park Signage- Systemwide (AR18-12, AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Impact Fees (FY19)	150,000.00	150,000.00	-
P&R Fund Balance (FY20)	100,000.00	100,000.00	-
	<u>250,000.00</u>	<u>250,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY19)	149,471.00	149,471.00	
Project Costs (FY20)	100,529.00	100,522.00	
	<u>250,000.00</u>	<u>249,993.00</u>	7.00
Open Encumbrances			<u>-</u>
Available Budget			<u>7.00</u>
Project Balance		<u>7.00</u>	
<i>Description:</i>			
<i>Existing park signage is outdated and becoming a maintenance issue. With new City signage in progress, the goal is to match interior park signage to the City specifications.</i>			
<i>Status:</i>			
<i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Michael Graham
			70059

City of Gainesville
Parks and Recreation Capital Projects

Closed Projects Summary Report

06/30/2020

Concessions/Restroom Building Replacement
(AR18-12, AR19-11)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
Impact Fees (FY19)	250,000.00	250,000.00	-
Impact Fees (FY20)	600,000.00	600,000.00	-
	<u>850,000.00</u>	<u>850,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY19)	53,701.00	53,701.00	
Project Costs (FY20)	796,299.00	793,760.11	
	<u>850,000.00</u>	<u>847,461.11</u>	2,538.89
Open Encumbrances			<u>-</u>
Available Budget			<u>2,538.89</u>
Project Balance		<u><u>2,538.89</u></u>	

Description:

From a customer service standpoint, the concessions and restrooms building at City Park between fields 1 and 2 needs to be replaced in its entirety. The building has been maintained over the years with multiple facelifts, but the building has been maintained beyond its useful lifespan as designed. Upon planning for the building replacement in FY19, it became apparent that more planning was necessary to re-route utilities and link to the new playground funded for the area.

Status:

Project is complete.

Vendors with Open Encumbrances:

Lose & Associates Inc.; Tri Scapes Inc.; Image Manufacturing Group LLC

Michael Graham
70061

City of Gainesville
Parks and Recreation Capital Projects
 Closed Projects Summary Report
 06/30/2020

Tennis Court Resurfacing (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
P&R Fund Balance (FY20)	60,000.00	60,000.00	-
	<u>60,000.00</u>	<u>60,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY20)	60,000.00	27,062.42	
	<u>60,000.00</u>	<u>27,062.42</u>	32,937.58
Open Encumbrances			<u>-</u>
Available Budget			<u>32,937.58</u>
Project Balance		<u><u>32,937.58</u></u>	
<i>Description:</i>			
<i>The purpose of this project is to resurface eight tennis courts at Longwood Park including the application of crack repair.</i>			
 <i>Status:</i>			
<i>Project is complete.</i>			
 <i>Vendors with Open Encumbrances:</i>			
<i>None</i>			
			Eno Slaughter 70062

City of Gainesville
Parks and Recreation Capital Projects

Closed Projects Summary Report

06/30/2020

VSI Software Upgrades (AR19-11)			
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
P&R Fund Balance (FY20)	55,000.00	55,000.00	-
	<u>55,000.00</u>	<u>55,000.00</u>	<u>-</u>
Expenditures:			
Project Costs (FY20)	55,000.00	46,003.52	
	<u>55,000.00</u>	<u>46,003.52</u>	8,996.48
Open Encumbrances			<u>-</u>
Available Budget			<u>8,996.48</u>
Project Balance		<u><u>8,996.48</u></u>	
<i>Description:</i> <i>Upgrades to the recreational management software (VSI - Recware) from 10.3 to 3.1 is necessary. After this year, VSI will no longer provide support for the 10.3 version. In addition, the new version will support access control at Frances Meadows providing data into our management software for analysis vs. the existing stand alone system now used. Updated software, training, new servers, and access hardware is all included.</i>			
<i>Status:</i> <i>Project is complete.</i>			
<i>Vendors with Open Encumbrances:</i> <i>None</i>			
Michael Graham 70063			

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2021
Presenter: Bryan Lackey
Item of Business: AR-2021-07 FY2020 Closure of SPLOST Capital Projects
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2020 SPLOST Capital Projects.

History/Background:

Annually, we review the SPLOST Capital Projects closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the SPLOST Capital Projects Fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the SPLOST Capital Projects closed in FY2020.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ AR-2021-07 FY2020 Closure of SPLOST Capital Projects	Resolution
☐ Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-07

FY20 CLOSURE OF SPECIAL LOCAL OPTION SALES TAX (SPLOST) CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for SPLOST Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2020, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of \$608.34 available in closed project balances; and

WHEREAS, other project related needs still remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures \$608.34 as funds available for future appropriation by the governing body.

Adopted this ____ **day of** _____, **2021.**

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville
SPLOST Capital Projects
Closed Project Summary Report
06/30/20

FUND 320

Summary of Closed Project Balances FY20	
<u>Project Description</u>	<u>Excess Funds</u>
Shallowford Corridor	\$ 608.34
Total Closed Project Balances	608.34
Closed Project Balances to be Returned to Restricted Funds:	
SPLOST VII	608.34
	-
Total Returned Amount	608.34
Appropriations	
	-
Total Appropriations	-
Total Amount Available for Reappropriation	\$ -

City of Gainesville
SPLOST Capital Projects
 Closed Project Summary Report
 06/30/20

Shallowford Corridor
 (AR18-12)

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Funding Sources:			
SPLOST VII (FY19)	100,000.00	100,000.00	-
	<u>100,000.00</u>	<u>100,000.00</u>	<u>-</u>
Expenditure:			
Project Costs (FY19)	-	-	
Project Costs (FY20)	100,000.00	99,391.66	
	<u>100,000.00</u>	<u>99,391.66</u>	608.34
Open Encumbrances			<u>-</u>
Available Budget			<u>608.34</u>
Project Balance		<u>608.34</u>	

Description:

Project is necessary to meet State ADA mandates at the signalized intersections along the corridor. Project will require the construction of ADA facilities with pedestrian signal displays, and the upgrade of the existing traffic signal equipment needed. Upgrading of the intersection's signal equipment permits a more safe and efficient operation of the intersections by reducing travel delay. The upgrade will reduce the opportunity of operational failure of the intersection and will also save the city maintenance costs by reducing the opportunity for after-hours emergency failure calls associated with older equipment.

Status:

Project is complete

Vendors with Open Encumbrances:

None

Rhonda Brady
 93154

Date Submitted: 12/30/2020

Presenter: Bryan Lackey

Item of Business: BR-2021-02 Intergovernmental Agreement with Hall County to Utilize County Property for AMI Network Improvements

Meeting Date: 1/19/2021

Purpose of Request:

To enter into an Intergovernmental Agreement with Hall County to utilize County Property for AMI Network Improvements at Hall County's Fire Station #10. This will expand the Department of Water Resources Advanced Metering Infrastructure network for meter reading capabilities in unincorporated areas located in Hall County near and around Gillsville.

History/Background:

The City of Gainesville's Department of Water Resources owns and operates a water system within the City, within other municipalities, and throughout many parts of unincorporated Hall County, Georgia. The City (Water Resources) reads customer water meters through an Advanced Metering Infrastructure (AMI) that consists of tower gateway base stations (TGB's) that are mounted on monopoles in strategic locations throughout the City and County. The construction of a monopole and TGB at Hall County Fire Station #10 will expand our AMI system and will give Water Resources the ability to read customer meters in this area remotely through the AMI network.

Facts & Issues for Consideration:

The Department of Water Resources currently has eleven TGBs located throughout Hall County for remotely monitoring its 58,324 water meters serving its customers. Water Resources can remotely read approximately 91% of the meters daily and 97% at least once a week. If approved, this additional monopole with TGB will increase the reliability of reading some meters that are inconsistently read in this part of Hall County. This IGA was approved by Hall County by the Hall County Board of Commissioners at their regularly scheduled meeting held on November 12, 2020.

Department Recommendation:

Water Resources is recommending the City enter into this Intergovernmental Agreement with Hall County to utilize county property for AMI network improvements.

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-2021-02 Intergovernmental Agreement with Hall County to Utilize County Property for AMI Network Improvements	Resolution
▣	Intergovernmental Agreement with Hall County	Contract/Agreement/MOU
▣	Site Photos	Backup Material

RESOLUTION BR-2021-02

Intergovernmental Agreement with Hall County to Utilize County Property for AMI Network Improvements

WHEREAS, the City of Gainesville owns a water system located within the City, within other municipalities, and throughout many parts of unincorporated Hall County, Georgia; and

WHEREAS, the City reads water meters serving its customers via an Automated Metering Infrastructure (AMI) network that consists of tower gateway base stations (TGBs) which are mounted on a monopole; and

WHEREAS, the AMI network enables the City to obtain hourly water usage in its meters located in its service area, including parts of unincorporated Hall County, where the City has TGBs which can detect said meters; and

WHEREAS, the ability to detect constant water usage, using the AMI system, enables the City to alert its customers of leaks much sooner than monthly reading as is currently the case, as well as perform remote flushing of water mains to enhance and maintain water quality; and

WHEREAS, the City desires expanded coverage of AMI by adding additional TGBs to cover additional unincorporated rural areas located in Hall County near Gillsville; and

WHEREAS, Hall County owns the parcel at the current location of Fire Station 10 at the intersection of Joe Chandler Road and Highway 52 near Gillsville; and

WHEREAS, the City desires to install a new monopole and TGB on said property due to its optimal location and elevation to cover this part of the City's water system; and

WHEREAS, this IGA was approved by Hall County by the Hall County Board of Commissioners at their regularly scheduled meeting held on November 12, 2020.

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 Hall County, 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 _____, 2021.

RESOLUTION BR-2021-02

**Intergovernmental Agreement with Hall County
to Utilize County Property for AMI Network Improvements**

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

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is entered into as of the _____ day of _____, 2020, by and between **Hall County**, being an entity of the State of Georgia, acting through its duly elected governing authority, the Board of Commissioners (hereinafter referred to as the “County”), and the **City of Gainesville, Georgia**, being a Georgia municipality and a public corporation, acting through its duly elected governing authority, the Mayor and City Council, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the City is a Georgia municipality located within Hall County, Georgia; and

WHEREAS, the City owns a water system located within the City, within other municipalities, and throughout many parts of unincorporated Hall County, Georgia; and

WHEREAS, the City reads water meters serving its customers via an Automated Metering Infrastructure network (AMI) that consists of tower gateway base stations (TGBs) which are mounted on a monopole; and

WHEREAS, the AMI network enables the City to obtain hourly water usage in its meters located in its service area, including parts of unincorporated Hall County, where the City has TGBs which can detect said meters; and

WHEREAS, the ability to detect constant water usage, using the AMI system, enables the City to alert its customers of leaks much sooner than monthly reading as is currently the case, as well as perform remote flushing of water mains to enhance and maintain water quality; and

WHEREAS, the City desires expanded coverage of AMI by adding additional TGBs to cover additional unincorporated rural areas located in Hall County near Gillsville; and

WHEREAS, the County owns the parcel at the current location of Fire Station 10 at the intersection of Joe Chandler Road and Highway 52 near Gillsville; and

WHEREAS, the City would like to install a new monopole and TGB on said property due to its optimal location and elevation to cover this part of the City's water system.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, and all parties intending to be legally bound, the parties hereby agree as follows:

(1) Recitals. The foregoing recitals shall be included within this Agreement and shall be a part of this Agreement.

(2) Term. The term of this Agreement shall commence on the ____ day of _____, 2020 and expire on the ____ day of _____, 2030.

(3) Services. The City does hereby agree to install and maintain the monopole, radio antenna, supporting infrastructure attaching the antenna to the Tower, all electrical or other utility lines from the antenna to the TGB at no cost to the County. In the event the termination of this agreement through passage of time without renewal or extension, or other such event causing a termination, the City shall remove the antenna and all of its supporting structures and equipment from the County's property and restore the property to its original condition as near as feasible. The City may, in its sole discretion, during the term of this Agreement add other equipment or modify, add to, or eliminate features on the Tower. If the County decides in the future to use the monopole for its own communications or other purposes, such use shall be allowed by the City subject only to structural limitation of the pole or non-compliance by the County's use with then current permitting requirements of federal and/or state law, rules or regulations. Upon such co-location, Hall County shall be responsible for the cost of installation, electrical service,

maintenance and repair of all equipment co-located on the City's monopole tower. Hall County shall be responsible for any damage to the City's equipment caused during installation of Hall County's equipment on the City's monopole tower.

(4) Expenses. The City shall bear the expense of design and installation of the monopole and radio antenna and all supporting structures and equipment, as well as the cost of monthly electrical service, subject to the limitation in paragraph (3) above for any future county use of the monopole tower.

(5) Installation.

(a) The City shall contract for the installation of the monopole, antenna and supporting structures and equipment with a licensed, bonded and insured contractor. Installation shall be as set forth in the proposal provided to the City by said contractor and approved by County, as amended, to allow installation of the monopole and TGB. Work beyond the scope of the proposal as approved by County shall require submission of an amended proposal to the County for review and approval, which approval shall not be unreasonably withheld. The City shall ensure that the contractor meets all requirements of Georgia law, including providing the E-Verify affidavit, insurance and bonding as required. A plat of the site plan shall specify the amount of land needed with specific boundaries, fencing, landscape buffers, driveway location and shall include any additional ground structures associated with the tower. Tower height shall not exceed 100 feet in height. Upon review and approval of the site plan by County, the site plan shall become a part of this Agreement as if fully set forth herein.

(b) The City shall be responsible for any damages to County property caused during installation, operation, repair and maintenance of the monopole, TGB, radio antenna, and supporting structures.

(6) Renewal. The Agreement may be renewed after the initial ten year term, upon reaching mutually acceptable terms and the consent of both parties.

(7) Assignment. This Agreement is personal in its nature. Neither of the parties, without the consent of the other, shall assign or transfer this Agreement or any rights or obligations hereunder. The Agreement shall be binding on any successor entity to either governmental entity.

(8) No Modification. The terms of this Agreement shall not be altered, amended or modified except in writing, signed by a duly authorized representative of both entities.

(9) Construction Under Georgia Law. This Agreement shall be governed and construed under the laws of the State of Georgia.

(10) Earlier Termination. Either party may terminate this Agreement with one (1) year written notice to the other party.

(11) Tower Operation: City agrees that its operation of the equipment mounted on the monopole will not interfere with Hall County communications systems located at the adjacent Fire Station.

(12) Notice. Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the U.S. Mail, registered or certified, addressed as follows:

If to the City of Gainesville: City of Gainesville
Attn: Mayor and Council/City Manager
P. O. Box 2496
Gainesville, GA 30503

If to Hall County: Hall County Board of Commissioners
P. O. Drawer 1435
Gainesville, GA 30503;

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and
year above written.

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: [Signature]
Richard Higgins, Commission Chairman

By: [Signature]
Kathy Cooper, District 1 Commissioner

By: [Signature]
Billy Powell, District 2 Commissioner

By: [Signature]
Shelly Echols, District 3 Commissioner

By: [Signature]
Jeff Stowe, District 4 Commissioner

Attest: [Signature]
Lisa A. Ritchie, Clerk

APPROVED AS TO FORM:

By: [Signature]
M. Van Stephens, II
Attorney for Hall County



[Signatures Continued Next Page]

CITY OF GAINESVILLE, GEORGIA

By: _____
Bryan Lackey, City Manager

Attest: _____
Denise Jordan, Clerk

(SEAL)

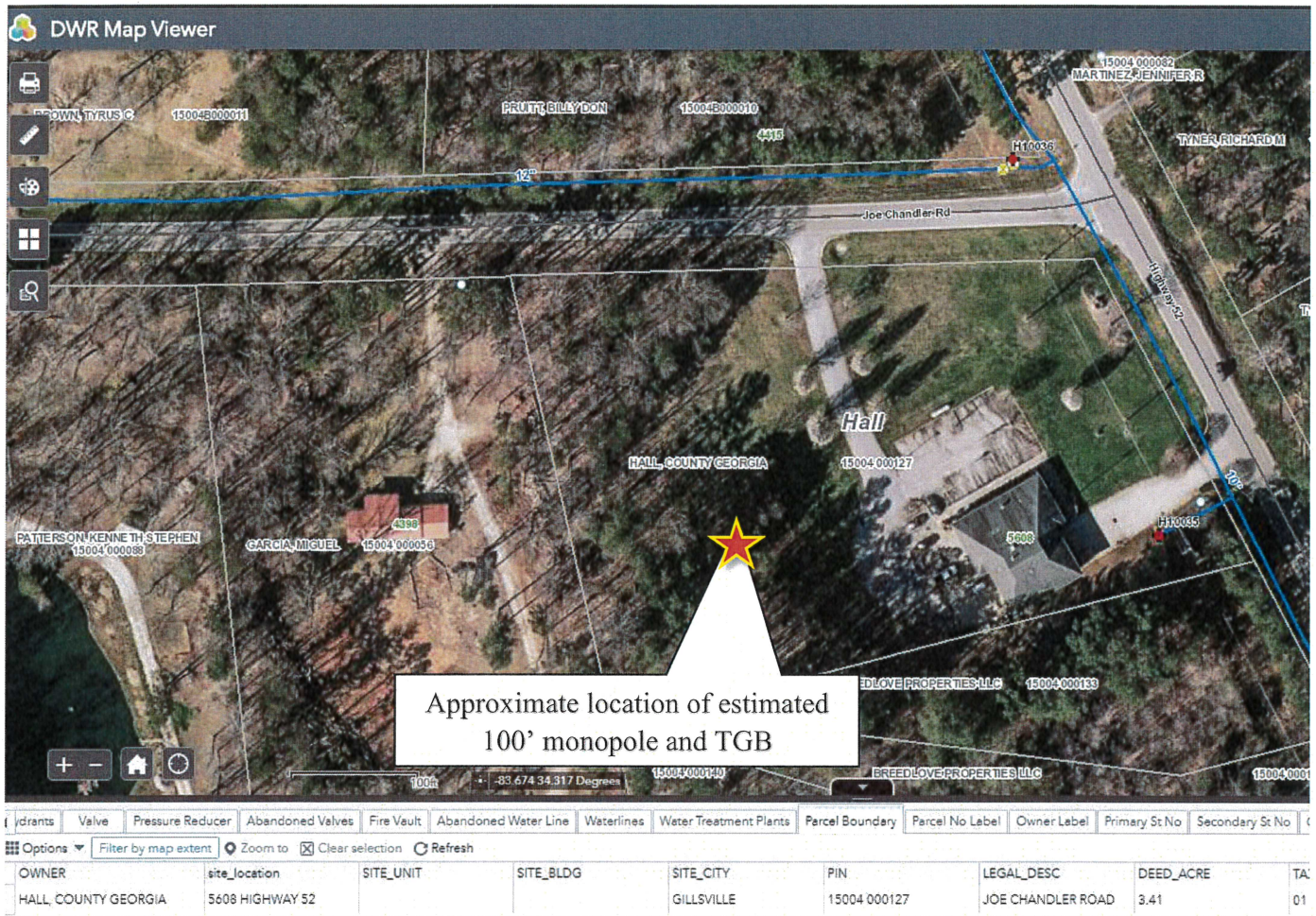
APPROVED AS TO FORM:

By: _____
Abbott S. Hayes, Jr.
Attorney for the City of Gainesville

243382
64797
11/11/20

Attachment "A"

Site Location:
5608 Hwy 52
Gillsville, GA 30543
(Fire Station 10)



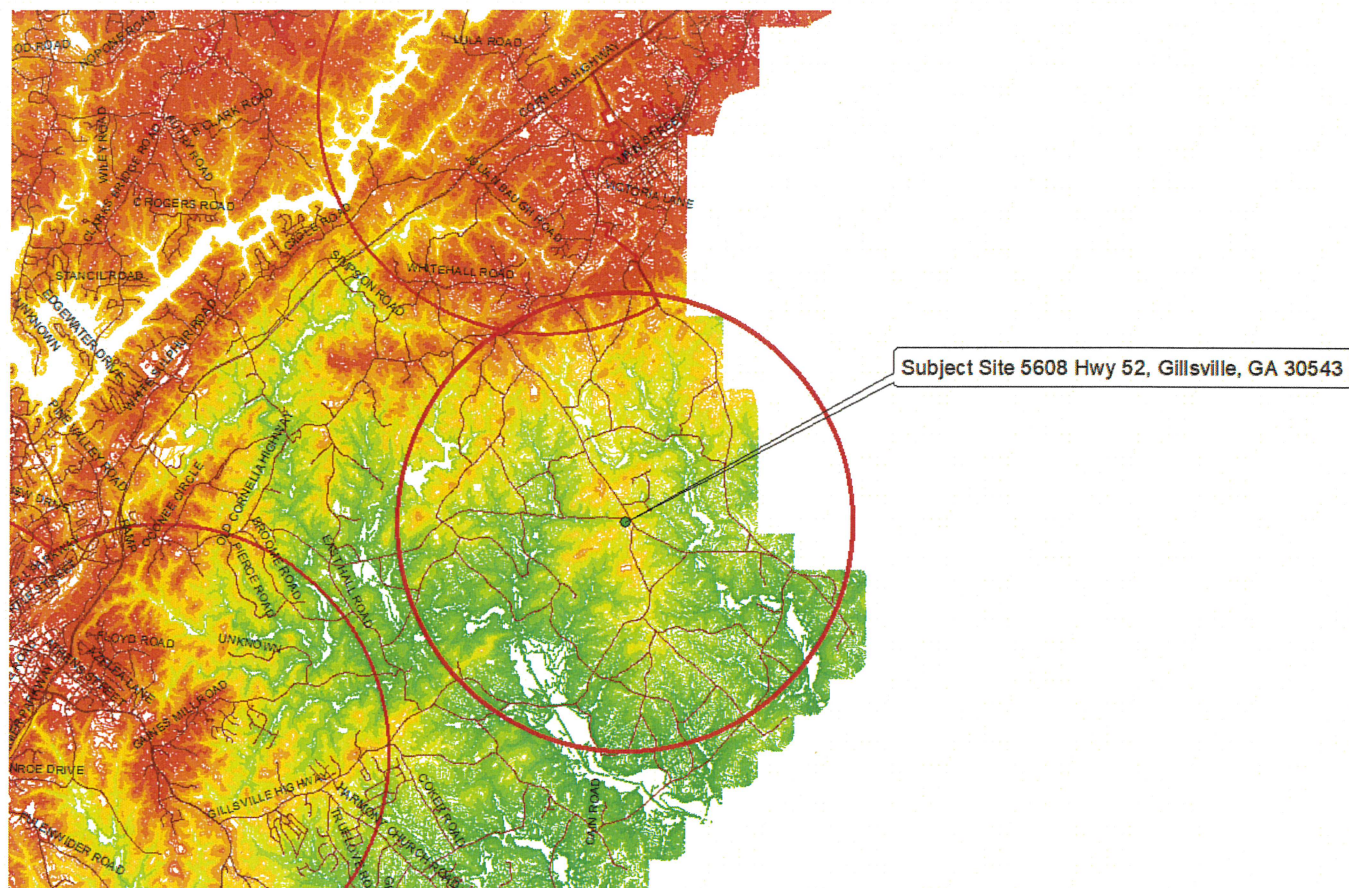
Street View of Site:



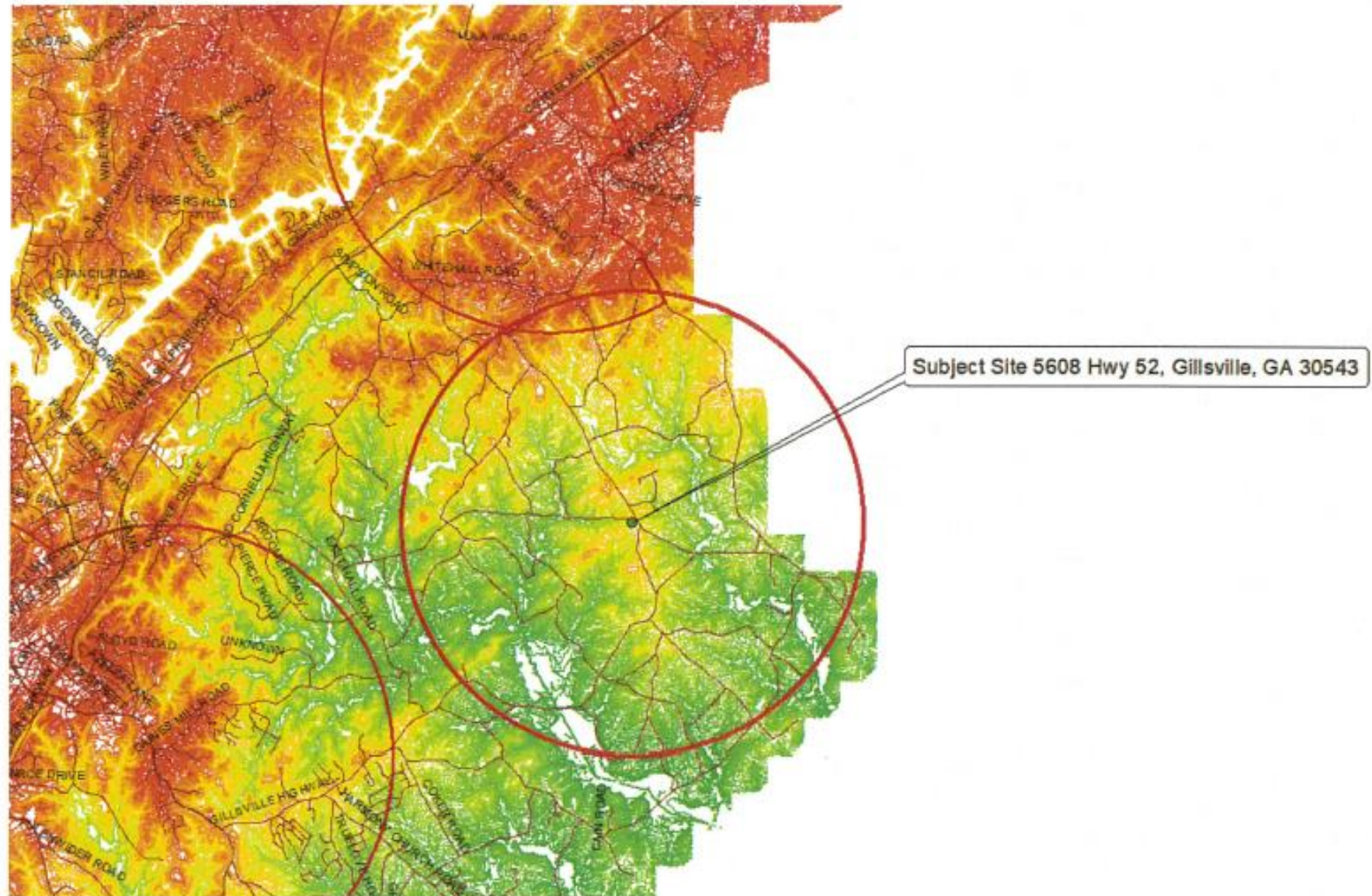
Example Site Photos:



Elevation & Proximity to Other TGBs:



Elevation & Proximity to Other TGBs:



Attachment "A"

Site Location:

5608 Hwy 52

Gillsville, GA 30543

(Fire Station 10)



Street View of Site:



Example Site Photos:



Date Submitted: 1/8/2021

Presenter: Bryan Lackey

Item of Business: BR-2021-03 Intergovernmental Agreement Between City of Gainesville and Redevelopment Authority Relating to Sale of Golf Course Lots and Improvements to Chattahoochee Golf Course

Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is for authorization to enter into an agreement with the Redevelopment Authority for the sale of the golf course lots and improvements to the golf course.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
▣ BR-2021-03 IGA Between City of Gainesville and Redevelopment Authority Relating to Sale of Golf Course Lots	Resolution
▣ IGA Between City of Gainesville and Redevelopment Authority Relating to Sale of Golf Course Lots	Contract/Agreement/MOU
▣ Exhibit A, B and C - Golf Course Real Property and Lots	Attachments/Exhibits

RESOLUTION BR-2021-03

**Intergovernmental Agreement with Gainesville Redevelopment Authority Relating to
Sale of Golf Course Lots and Improvements to the Chattahoochee Golf Course**

WHEREAS, in order to maximize recreational opportunities for citizens of the City of Gainesville and surrounding areas, as well as minimize the public funds to be expended, the City of Gainesville and the Gainesville Redevelopment Authority (hereinafter referred to as the "Authority") wish to make improvements to the Chattahoochee Golf Course (hereinafter referred to as "Chattahoochee"), including but not limited to relocating holes, sewer improvements, and renovation of the greens; and

WHEREAS, to minimize the expenditure of public funds in making improvements to Chattahoochee, the City of Gainesville and the Authority wish to acquire, market and sell the Golf Course Lots, as defined in the attached Intergovernmental Agreement, with the funds to be used towards improvements at Chattahoochee.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does authorize the Mayor, the City Manager and the City Attorney to execute the attached Intergovernmental Agreement with the Authority, as well as all other such documents and agreements that may be necessary to effectuate the provisions of the Intergovernmental Agreement.

Adopted this ____ day of _____, 2021.

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

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF GAINESVILLE, GEORGIA AND GAINESVILLE REDEVELOPMENT
AUTHORITY RELATING TO SALE OF GOLF COURSE LOTS AND
IMPROVEMENTS TO THE CHATTAHOOCHEE GOLF COURSE**

This Agreement is made and entered into as of the ___ day of _____, 2021, by and between the City of Gainesville, Georgia, (hereinafter called "Gainesville") and the Gainesville Redevelopment Authority (hereinafter called "the Authority") for the purpose of conveyance, marketing, and sale of real property located on Club Drive in the City of Gainesville, and for use of the proceeds of the same.

WHEREAS, Gainesville has contractual rights to purchase real property located at 620 East Lake Drive in the City of Gainesville, which real property is more particularly described in Exhibit "A," attached hereto and incorporated herein;

WHEREAS, the real property shown in Exhibit "A," along with other real property owned by the Authority, is shown generally in layouts containing ten and twelve lots, respectively, in Exhibits "B" and "C," attached hereto and incorporated herein (said real property shown in Exhibits "B" and "C" hereafter called "the Golf Course Lots")

WHEREAS, in order to maximize recreational opportunities for citizens of the City of Gainesville and surrounding areas, as well as minimize the public funds to be expended, Gainesville and the Authority wish to make improvements to the Chattahoochee Golf Course (hereinafter referred to as "Chattahoochee"), including but not limited to relocating holes, sewer improvements, and renovation of the greens;

WHEREAS, to minimize the expenditure of public funds in making improvements to Chattahoochee, Gainesville and the Authority wish to market and sell the Golf Course Lots, with the funds to be used towards improvements at Chattahoochee;

WHEREAS, Gainesville and the Authority find the Golf Course Lots to be excess property suitable for redevelopment;

WHEREAS, pursuant to O.C.G.A. § 36-44-5(a)(8), Gainesville has the power to dispose of the Golf Course Lots for redevelopment purposes, in cooperation with the Authority;

WHEREAS, pursuant to O.C.G.A. § 36-44-5(a)(8), the Authority has the power to dispose of the Golf Course Lots for redevelopment purposes and such disposition may be by public or private sale;

WHEREAS, Gainesville and the Authority desire to enter into an agreement to provide for the conveyance of any portion of the Golf Course Lots owned by Gainesville to the Authority, and to enable the Authority to dispose of the Golf Course Lots, with the proceeds to be used for redevelopment, as defined in O.C.G.A. § 36-44-3(5).

NOW THEREFORE, Gainesville and the Authority agree to the following:

- A. Within 180 days of the execution of this Agreement by both Gainesville and the Authority, Gainesville shall execute and record, at Gainesville's cost and expense, such documents as are necessary to convey the Golf Course Lots to the Authority.

- B. Within thirty (30) days after conveyance of the Golf Course Lots by Gainesville to the Authority, the Authority shall enter into a contract with a licensed realtor to market the Golf Course Lots for sale, with the listed sales price to be mutually agreed upon by Gainesville and the Authority. The Golf Course Lots may but need not be listed with a single realtor, in the discretion of the Authority. The Authority agrees that it shall not sell the Golf Course Lots for less than a sales price approved by the governing body of Gainesville. The Authority may form a committee with full power of the Authority to enter into contracts for listing the Golf Course Lots, and for contracts for purchase and sale of the Golf Course Lots. Gainesville agrees to pay such sums as are necessary to effectively market and sell the Golf Course Lots.
- C. Gainesville will hold harmless, defend and indemnify the Authority and each member and officer thereof from and against any liability or cost whatsoever arising from execution of this Agreement, any realtor agreement, any purchase agreement, or any conveyance of the Golf Course Lots. Gainesville will execute any other documents which may become reasonably necessary to effectuate the transactions contemplated hereby, including but not limited to the conveyance of the Golf Course Lots from the Authority to any transferee.
- D. Upon the sale of the Golf Course Lots, the net proceeds of such sale, after deduction of reasonable and customary closing costs and any reasonable costs and expenses incurred by the Authority in connection therewith, shall be paid to Gainesville, with such sales proceeds to be earmarked for and used for redevelopment within the city limits of Gainesville, as defined in O.C.G.A. § 36-44-3(5).
- E. In the event that a closing has not occurred conveying each of the Golf Course Lots on or before December 31, 2021, then the Authority agrees to convey the Golf Course Lots or those which remain unsold as of December 31, 2021, to Gainesville, without further action on the part of the Authority or of Gainesville, at which time Gainesville may take such action regarding the remaining unsold Golf Course Lots as Gainesville deems prudent.
- F. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Gainesville Redevelopment Authority
Attn: Chairperson
125 Maple St. NW
Gainesville, GA 30501

As to Gainesville

City of Gainesville
Attn: City Manager
300 Henry Ward Way
Suite 303
Gainesville, GA 30501

- G. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
- H. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.
- I. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- J. Time is of the essence with respect to this Agreement.
- K. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- L. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- M. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal as of the day and year first above written.

GAINESVILLE REDEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF GAINESVILLE

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

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City of Gainesville Attorney

04674
00643

EXHIBIT "A"

000643

Tract I:

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, on the West side of East Lake Drive and being Lot 34 of Section Two of the Chattahoochee Estates subdivision as shown by a plat by Newton, Newton & Associates dated the 15th day of May, 1958, a copy of which is recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Book 20, page 29, to which reference is hereby specifically made for further identification and description of the property herein conveyed.

Tract II:

~~All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, on the East side of East Lake Drive and being Lot C of Section Two of the Chattahoochee Estates subdivision as shown by a plat by Farley Collins Associates dated the 28th day of June, 1974, a copy of which is recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Book 59, page 276 (which lot is part of a resubdivision of Lot 33 and Lot 32 of Section 2, Chattahoochee Estates, recorded in Plat Book 20, page 29, in the Office of the Clerk of the Superior Court of Hall County, Georgia) to which reference is hereby specifically made for further identification and description of the property herein conveyed.~~

CB

JB

JB

CBB

BL

Chattahoochee Golf Course
Redesign and Residential Lot Offering

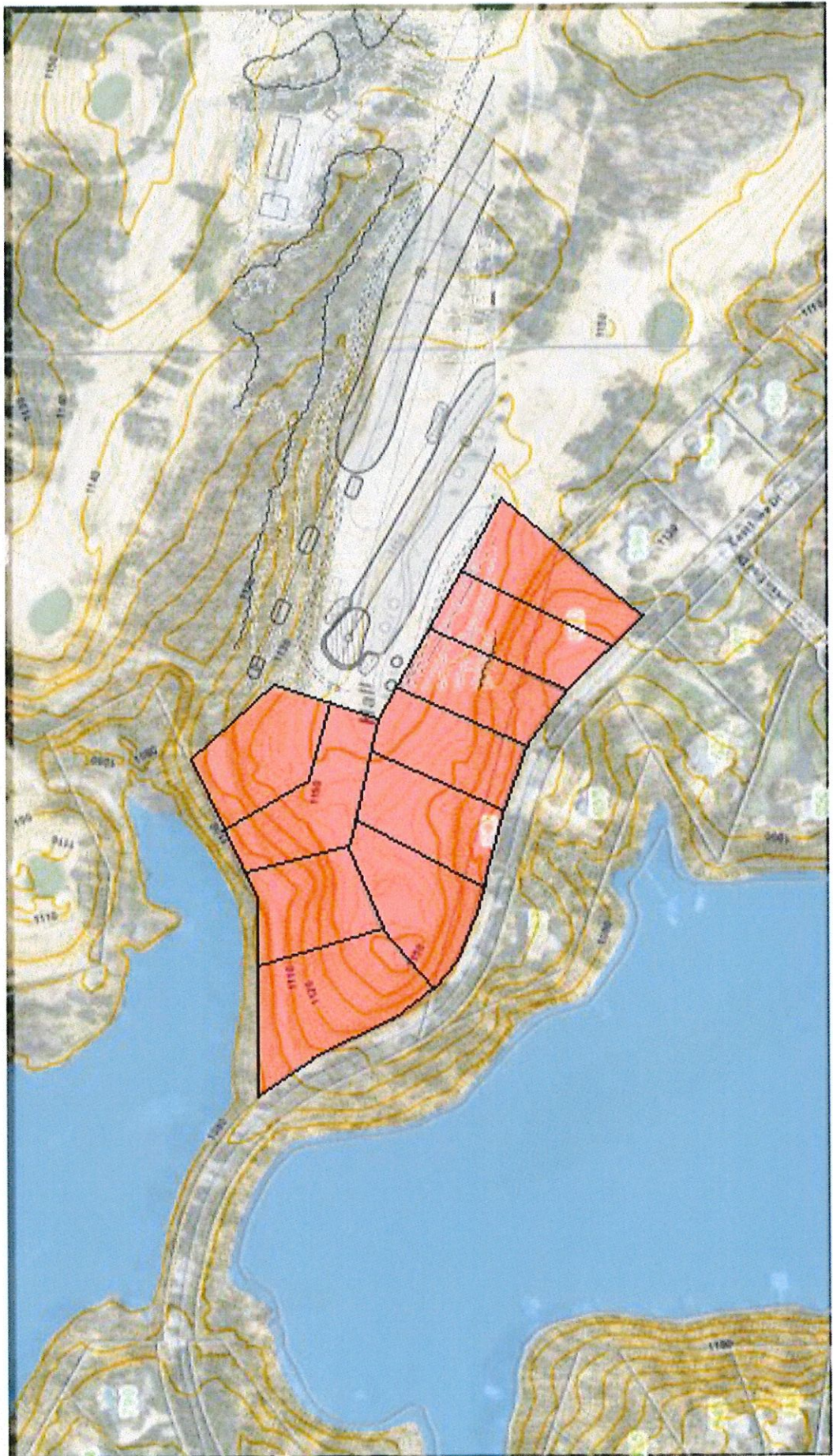


Exhibit B

Chattahoochee Golf Course Redesign and Residential Lot Offering



Exhibit C

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/8/2021
Presenter: Bryan Lackey
Item of Business: BR-2021-04 Property Acquisition from John P. Bridges and Carla Bagwell Bridges
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to authorize the purchase of the lot located at 620 East Lake Drive.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Adoption of the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	BR-2021-04 Property Acquisition from John P. Bridges and Carla Bagwell Bridges	Resolution
☐	Purchase and Sale Agreement	Contract/Agreement/MOU

RESOLUTION BR-2021-04

Property Acquisition from John P. Bridges and Carla Bagwell Bridges

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to recreational opportunities at the Chattahoochee Golf Course for the citizens of Gainesville; and

WHEREAS, the property owned by John P. Bridges and Carla Bagwell Bridges (collectively, the "Seller"), located on East Lake Drive, as more particularly described in the Real Estate Purchase and Sale Agreement described below, will be combined with other property owned by the City, as well as the Gainesville Redevelopment Authority, and sold, with the proceeds to be used towards improvements at the Chattahoochee Golf Course; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt and ratify the Lot Purchase and Sale Agreement between the City and the Sellers, with an effective date of October 6, 2020, and does hereby authorize the purchase of the property owned by the Seller and directs the Mayor, the City Manager and the City Attorney to execute the Lot Purchase and Sale Agreement with Gainesville and the Seller, 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 _____, 2021.

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



LOT PURCHASE AND SALE AGREEMENT

Offer Date: 10/5/2020



2020 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 620 East Lake Drive
City Gainesville, County Hall, Georgia, Zip Code 30506
MLS Number: 6782337 Tax Parcel I.D. Number: 01108 001002

b. **Legal Description:** The legal description of the Property is [select one of the following below]:

- ☒ (1) attached as an exhibit hereto;
☐ (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**
\$ 125000.00; or
\$ _____ per acre
based upon a survey performed in accordance with the attached Survey Resolution Exhibit.

3. **Closing Costs.**
Seller's Contribution at Closing:
\$ 0.00

4. **Closing Date and Possession.**
Closing Date shall be 1/8/2021 with possession of the Property transferred to Buyer at
☒ Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)
The Norton Agency

6. **Closing Attorney/Law Firm.**
Wes Robinson at Hulsey Oliver Mahar

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:
☐ a. \$ _____ as of the Offer Date.
☒ b. \$ 1,000.00 within 7 days from the Binding Agreement Date.
☐ c. _____

8. **Inspection and Due Diligence.**
a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 60 days from the Binding Agreement Date.
b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay Seller additional option money of \$ _____ by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Brokerage Relationships in this Transaction.

- a. **Selling Broker is** The Norton Agency **and is:**
(1) ☐ representing Buyer as a client.
(2) ☐ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☒ acting as a designated agent where:
R. Brad Abernathy
has been assigned to exclusively represent Buyer.
- b. **Listing Broker is** The Norton Agency **and is:**
(1) ☐ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☒ acting as a designated agent where:
Regina Cochran
has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
N/A

10. **Time Limit of Offer.** The Offer set forth herein expires at 6 o'clock P.m. on the date 10/7/2020.

Buyer(s) Initials BL

Seller(s) Initials JB CBB

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH R. Brad Abernathy IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F210, Lot Purchase and Sale Agreement, Page 1 of 8, 01/01/20

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage

2. Purchase Price of Property to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender, (even in "all cash" transactions) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Holder of Earnest Money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. **Earnest Money.**

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. **Inspection and Due Diligence.**

- a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Such evaluations may include, without limitation, a study of any applicable building setback requirements, a percolation test to determine whether and how large a septic system can be installed on the Property, the existence of streams from which buildings must be further setback, the availability of utilities and the testing of well water. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: *[Applicable only if Broker is acting as a dual agent in this transaction.]*

- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

10. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. Other Provisions.

- a. **Condemnation:** Seller shall: (1) Immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the Parties relating to the Property must be in writing and signed by the Parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

- g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- n. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

- 6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ All Cash Sale Exhibit (F401) " _____ "
- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Conventional Loan Contingency Exhibit (F404) " _____ "
- ☒ Legal Description Exhibit (F807 or other) " A "
- ☐ Loan Assumption Exhibit (F416) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F307) " _____ "
- ☒ Survey of Property as Exhibit " B "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F413) " _____ "
- ☐ Other _____
- ☐ Other _____

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

☐ Additional Special Stipulations are attached.

Buyer Acceptance and Contact Information

Bryan Lackey
 1 Buyer's Signature
 City Manager, City of Gainesville GA 10/05/2020
 Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work
 blackey@gainesvillega.gov
 Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work
 Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Selling Broker/Affiliated Licensee Contact Information

The Norton Agency
 Selling Brokerage Firm
R Brad Abernathy 10/05/2020
 Broker/Affiliated Licensee Signature Date
 Brad Abernathy 161689
 Print or Type Name GA Real Estate License #
 770-540-1548
 Licensee's Phone Number Fax Number
 rbradabernathy@gmail.com
 Licensee's E-mail Address

HCB

REALTOR® Membership
 434 Green Street, Gainesville, GA. 30501.
 Broker's Address

7705361250 7702873114
 Broker's Phone Number Fax Number
 NORT 2620
 MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

John Bridges
 1 Seller's Signature
 John P Bridges 10/06/2020
 Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

Carla Bagwell Bridges
 2 Seller's Signature
 Carla Bagwell Bridges 10/06/2020
 Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Listing Broker/Affiliated Licensee Contact Information

The Norton Agency
 Listing Broker Firm
Regina Cochran 10/06/2020
 Broker/Affiliated Licensee Signature Date
 Regina Cochran 26110
 Print or Type Name GA Real Estate License #
 678-414-0646
 Licensee's Phone Number Fax Number
 rcochran@gonorton.com
 Licensee's Email Address

HCB

REALTOR® Membership
 434 Green Street, Gainesville, GA 30501
 Broker's Address

770-536-1250
 Broker's Phone Number Fax Number
 MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 10/6/2020
 and has been filled in by Brad Abernathy.

EXHIBIT "A"

000643

Tract I:

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, on the West side of East Lake Drive and being Lot 34 of Section Two of the Chattahoochee Estates subdivision as shown by a plat by Newton, Newton & Associates dated the 15th day of May, 1958, a copy of which is recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Book 20, page 29, to which reference is hereby specifically made for further identification and description of the property herein conveyed.

~~Tract II:~~

~~All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, on the East side of East Lake Drive and being Lot C of Section Two of the Chattahoochee Estates subdivision as shown by a plat by Farley Collins Associates dated the 28th day of June, 1974, a copy of which is recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Book 59, page 276 (which lot is part of a resubdivision of Lot 33 and Lot 32 of Section 2, Chattahoochee Estates, recorded in Plat Book 20, page 29, in the Office of the Clerk of the Superior Court of Hall County, Georgia) to which reference is hereby specifically made for further identification and description of the property herein conveyed.~~

CB
JB

JB

CBB

BL

JB
CBB





CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/8/2021
Presenter: Bryan Lackey
Item of Business: BR-2021-05 Qualifying Fees for the 2021 Municipal Election
Meeting Date: 1/19/2021

Purpose of Request:

The purpose of this request is to establish qualifying fees for the November election.

History/Background:

The Georgia Election Code provides the formula and advertising requirements.

Facts & Issues for Consideration:

Salary information was provided by the appropriate representatives from the City and the School System.

Department Recommendation:

Adopt the proposed resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2021-05 Qualifying Fees for the 2021 Municipal Election	Resolution

RESOLUTION BR-2021-05

QUALIFYING FEES FOR THE 2021 MUNICIPAL ELECTION

WHEREAS, the City of Gainesville shall conduct its regularly scheduled election on November 2, 2021 to fill terms that will expire on December 31, 2021; and

WHEREAS, the Georgia Election Code requires the qualifying fee to be set at three percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office; and

WHEREAS, the Georgia Election Code also requires the qualifying fee to be published no later than February 1st; and

WHEREAS, the qualifying fee formula was applied to salary information provided by the appropriate representatives from the City of Gainesville and Gainesville City School System.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body hereby authorizes the City Clerk to publish the qualifying fees as shown below in the legal organ no later than February 1, 2021.

POSITION	QUALIFYING FEE
Mayor	\$864.00
Council Member, Ward 1	\$819.00
Council Member, Ward 4	\$819.00
Board of Education Member, District 1	\$174.60
Board of Education Member, District 4	\$174.60

BE IT FURTHER RESOLVED THAT the City Clerk's Office is authorized to conduct qualifying August 16-18, 2021 in compliance with the Georgia Election Code.

Adopted this _____ day of _____, 2021.

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

Date Submitted: 12/7/2020

Presenter: Bryan Lackey

Item of Business: BR-2021-06 Tax Allocation District (TAD) Funding for K-Table Restaurant at 635 Jesse Jewell Parkway

Meeting Date: 1/19/2021

Purpose of Request:

For consideration of a resolution awarding TAD Funds to K-Table Restaurant located at 635 Jesse Jewell Parkway.

History/Background:

Property at 635 Jesse Jewell Parkway (formerly Shoney's/China Buffet) is being renovated into K-Table Restaurant. The owner has applied for TAD Funding.

Facts & Issues for Consideration:

The TAD Advisory Committee considered the application and recommended approval of TAD Funding in the amount of \$71,500 with conditions.

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

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

Amount Requested: **Source of Funds:**

71,500 TAD

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2021-06 Tax Allocation District (TAD) Funding for K-Table Restaurant at 635 Jesse Jewell Parkway	Resolution
☐ Presentation : K-Table TAD	Backup Material

RESOLUTION BR-2021-06

TAX ALLOCATION DISTRICT (TAD) FUNDING FOR “K-TABLE RESTAURANT” AT 635 JESSE JEWELL PARKWAY

WHEREAS, the governing body of the City of Gainesville is committed to the success of the redevelopment of Midtown Gainesville into a live, work and play area; and

WHEREAS, on October 17, 2006 the governing body of the City of Gainesville adopted the Midtown Redevelopment Plan and created Tax Allocation District (TAD) Number One – Midtown pursuant to the Georgia Redevelopment Powers Law (O.C.G.A. § 36-44-1 et seq.) as the next steps in the City’s redevelopment effort to reinvigorate Midtown; and

WHEREAS, the City of Gainesville will only consider applications for TAD financing for purposes or uses that are consistent with the definition of “redevelopment” as defined in the Georgia Redevelopment Powers Law [O.C.G.A. § 36-44-3(5)], with said eligible purposes or uses including public works and utilities, telecommunications infrastructure, street/streetscape improvements, parks and open space amenities, transit facilities and public parking structures, pedestrian amenities and safety improvements, and site preparation; and

WHEREAS, upon approval of a request for TAD funding, a TAD Development Agreement between the applicant/developer and the City shall be executed, and shall specify the eligible expenses, what method of funding will be utilized (i.e. pay-as-you-go, bank financing, bond financing or other method), and any special conditions and performance standards of the developer; and

WHEREAS, an application involving the redevelopment of a former restaurant located at 635 Jesse Jewell Parkway was reviewed by the TAD Advisory Committee and determined to achieve the TAD criteria; and

WHEREAS, the TAD Advisory Committee recommended approval of the TAD funding request of up to \$185,000 for the following uses with the following conditions and payment schedule:

Use:

- **Parking Lot Paving**
- **Landscaping**
- **Front Façade Renovation**

Conditions:

- **Permitted project must be in substantial conformance with the architectural renderings and budget submitted with the TAD application.**
- **The site must be professionally landscaped. The final Landscaping Plan must be approved by the Community & Economic Development Director prior to the commencement of any work.**

Payment Schedule:

- **Up to \$71,500 in TAD funds shall be made payable upon submittal of paid invoices for the purchase of and/or labor to complete or install the items specified under “Use” above.**
- **After \$71,500 has been replenished to the special fund by the TAD increment generated, applicant may retain any remaining TAD increment generated during the funding period, which funding period shall not exceed 15 years or \$185,000, whichever occurs first.**

RESOLUTION BR-2021 - ____

**TAX ALLOCATION DISTRICT (TAD) FUNDING FOR “PEACH STATE BANK & TRUST”
AT 332 SPRING STREET SW**

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the TAD application of up to \$71,500 for “K-Table Restaurant” at 635 Jesse Jewell Parkway.

BE IT FURTHER RESOLVED THAT that the governing body for the City of Gainesville hereby approves funding for the redevelopment improvement from the fund balance of the Tax Allocation District Fund, as well as from the increment generated by the “K-Table Restaurant” project that is deposited into the Tax Allocation District Fund, as further detailed above.

BE IT FURTHER RESOLVED THAT the governing body authorizes the City Manager and City Attorney to prepare and execute a TAD Development Agreement to effectuate the terms and conditions of the funding, use and payment schedule.

Adopted this ____ day of _____, 2021.

C. Danny Dunagan, Jr., Mayor

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

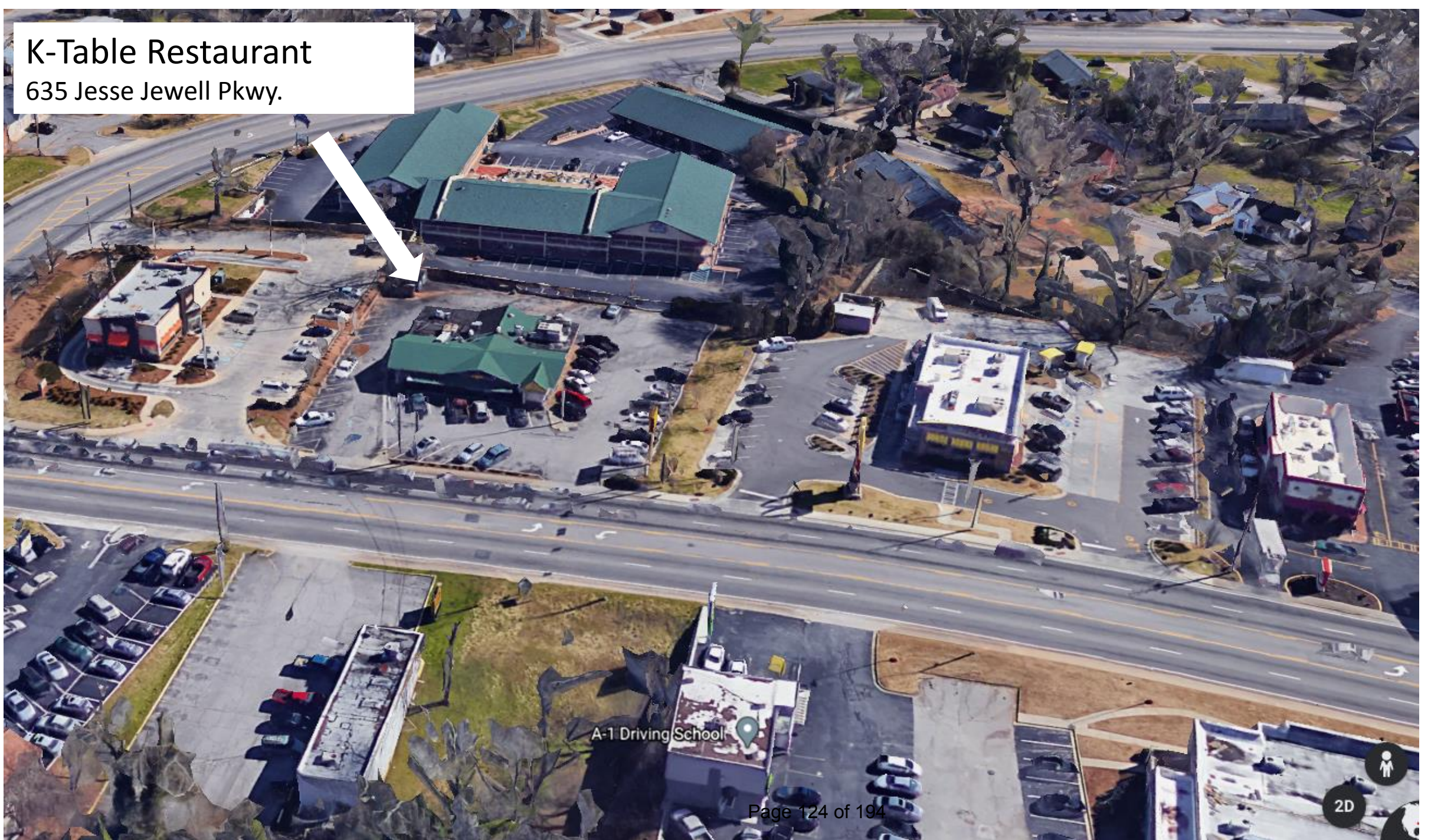
ATTEST:

Denise O. Jordan, City Clerk

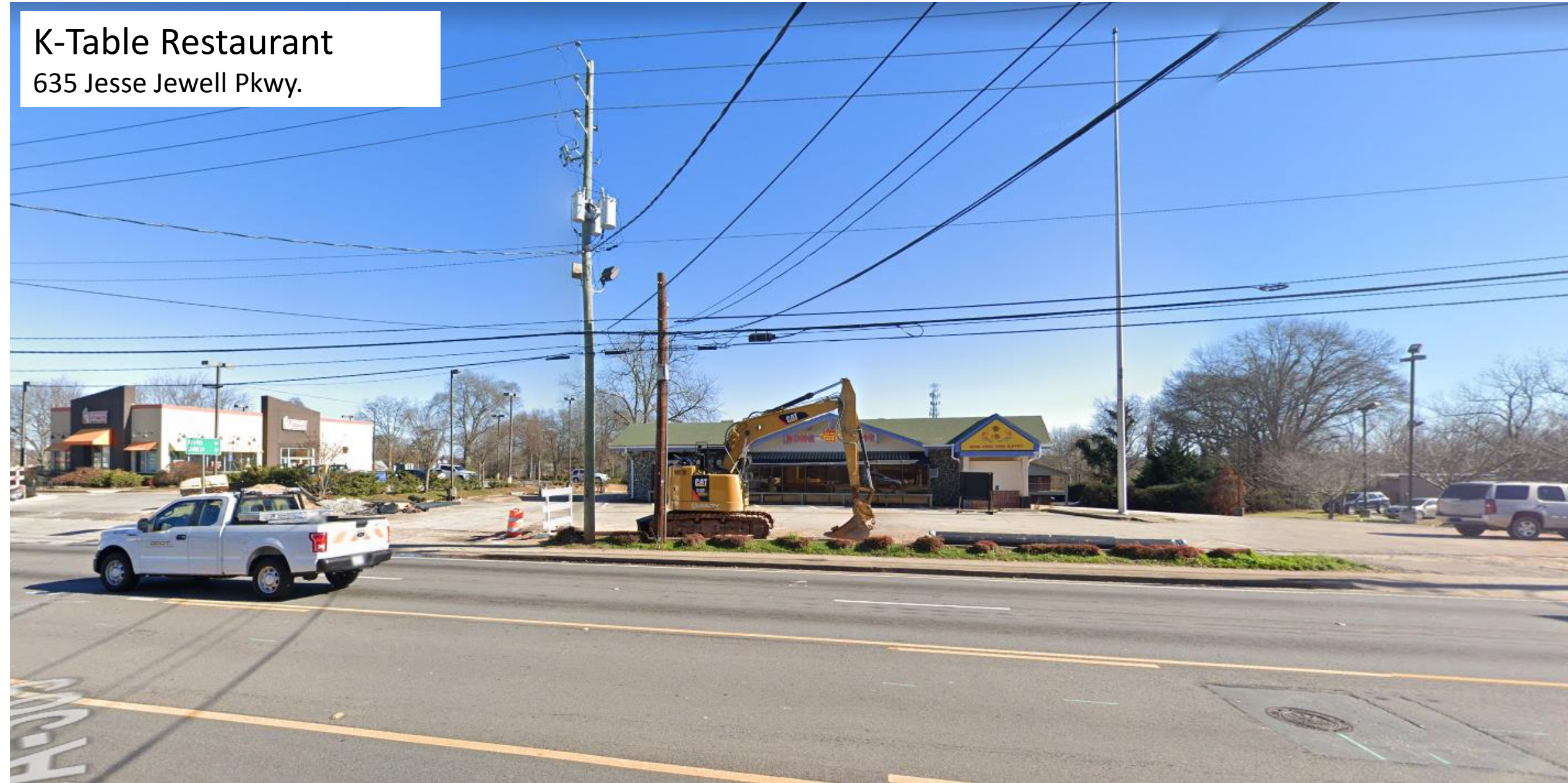
CITY OF
GAINESVILLE

TAD APPLICATION - K-TABLE

K-Table Restaurant
635 Jesse Jewell Pkwy.



K-Table Restaurant
635 Jesse Jewell Pkwy.





N-GINEERS, LLC

NOT TO SCALE
This drawing is the property of N-GINEERS, LLC. It is to be used for informational purposes only and is not to be used for construction or other purposes without the written consent of N-GINEERS, LLC. The drawing is not to be used for any other purpose without the written consent of N-GINEERS, LLC.

SEAL

REVISIONS

No.	Date	Description
1	AUG. 05, 2020	ISSUED FOR INFORMATION

K-TABLE
635 Jesse Jewell Pkwy

DATE: AUG. 05, 2020

DRAWN BY: DC

CHECKED BY: DC

JOB NO.: 2020015

TITLE

MAIN PERSPECTIVE VIEW

SHEET NUMBER

A1.0

1 PERSPECTIVE VIEW
A1.0 N.T.S.

SEAL

REVISIONS		
No.	Date	Description
1	AUG. 05, 2020	ISSUED FOR INFORMATION

K-TABLE
 635 Jesse Jewell Pkwy

DATE:	AUG. 05, 2020
DRAWN BY:	DC
CHECKED BY:	DC
JOB NO.:	220015
TITLE	FRONT VIEW
SHEET NUMBER	A1.1



1 FRONT VIEW
 A1.1 N.T.S.

REVISIONS

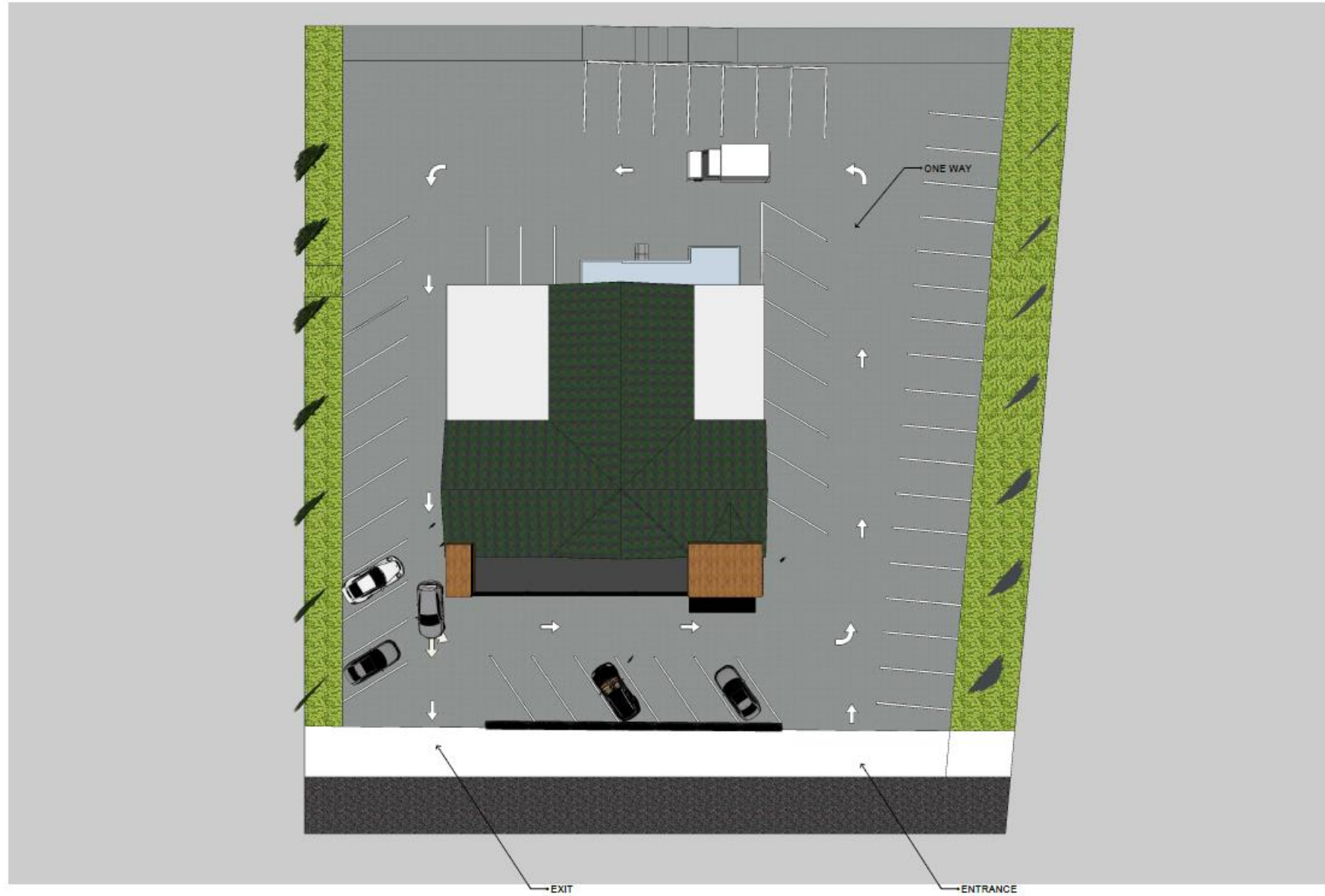
No.	Date	Description
1	AUG. 05, 2020	ISSUES FOR INFORMATION

K-TABLE
635 Jesse Jewell Pkwy

DATE: AUG. 05, 2020
 DRAWN BY: DC
 CHECKED BY: DC
 JOB NO.: 2020015

TITLE
AERIAL VIEW

SHEET NUMBER
A1.4



1 AERIAL VIEW
A1.4 N.T.S.

K-TABLE – TAD REQUEST

- Renovation of existing restaurant space
- Total project cost is \$1,364,469 (includes \$814,005 land cost)
- TAD request is \$200,000, which is 14.65% of the total project cost

TAD ITEM	COST
Parking Lot Paving	\$60,000
Landscaping	\$20,000
Front Façade Renovation	\$105,000
New Roof	\$15,000
TOTAL	\$200,000



2875 BROWNS BRIDGE ROAD
P.O. BOX 2895
GAINESVILLE, GEORGIA 30503

t: 770.531.6720 | f: 770.531.3968

BOARD OF ASSESSORS

Randy Smith, Chairman
Berlinda Lipscomb, Vice Chair
Eric Jackson
Jim Henderson
Jennifer Pruitt

CHIEF APPRAISER
Steve Watson

DEPUTY CHIEF APPRAISER
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ADMIN SERVICES MANAGER
Janene Smith

COMMERCIAL SUPERVISOR
Sam Knight

PERSONAL PROPERTY MANAGER
Bill Mott

SPECIALIZED ASSESSMENT MANG
Erika Vargas

Hall County Government

BOARD OF TAX ASSESSORS
"We Appraise Property and We Value People"

September 18, 2020

MEMO

TO: Rusty Ligon, Community and Economic Development Director

FROM: Steve Watson, Director/Chief Appraiser

SUBJECT: K-Table

Rusty:

K-Table: \$991,500 – Preliminary – No Inspection

Formerly a Chinese Buffet and originally built as a Shoney's. After reviewing specs and preliminary drawings sent to us, we project a value upon completion of \$991,500. Assuming certain changes in functionality and physical changes, we estimate that these changes will increase the quality, functionality and modernization of the improvement. Additionally, we would predict that the parking lot would be repaved and/or significantly updated. This estimate is subject to change upon an onsite inspection of the property after the project is completed.

TAD POTENTIAL

Component	K-Table
<i>Valuation</i>	
2006 Base Fair Market Value	\$595,357
2020 Assessed Value	\$526,800
<i>TAD Potential</i>	
15 Year Estimated TAD (100% Assessed Value)	\$71,445
10 Year Estimated TAD (100% Assessed Value)	\$47,630

TAD ADV. COMMITTEE - RECOMMENDATION

- Approve TAD funding in the amount of \$71,500.
- Pay \$71,500 for parking lot paving and a portion of new landscaping. Funds will be distributed upon paid invoices being submitted to the City.
- After \$71,500 has been replenished to the special fund by the TAD increment generated, applicant retains any remaining TAD increment generated during the funding period, which funding period shall not exceed 15 years or \$185,000, whichever occurs first.

Conditions:

- Permitted project is in substantial conformance with the architectural renderings and budget submitted with the application.
- The site must be professionally landscaped. The final landscaping plan is to be approved by the Community & Economic Development Director.

Date Submitted: 1/12/2021

Presenter: Bryan Lackey

Item of Business: CR-2021-01 Temporary Closure of Broad Street between Prior and Spring Street

Meeting Date: 1/19/2021

Purpose of Request:

To authorize the temporary closure of Broad Street between Prior and Spring Street to be used for cueing vehicles for the COVID-19 vaccine. Longstreet Clinic has been approved to administer the COVID-19 vaccine and has requested this area to help facilitate the distribution of the vaccine.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ CR-2021-01 Temporary Closure of Broad Street between Prior and Spring St.	Resolution
☐ Exhibit A	Attachments/Exhibits

RESOLUTION CR-2021-01

Temporary Closure of Broad Street between Prior and Spring Street

WHEREAS, the State of Georgia is currently under a Public Health State of Emergency due to the COVID-19 pandemic; and

WHEREAS, the pandemic is affecting the physical and economic health of this community, the State and the Nation; and

WHEREAS, vaccines have been developed to contain the COVID-19 pandemic and the administration of the vaccine is of utmost importance to the public health and welfare; and

WHEREAS, Longstreet Clinic has been approved to administer the COVID-19 vaccine; and

WHEREAS, to facilitate the distribution of the COVID-19 vaccine by Longstreet Clinic, the section of Broad Street between Prior Street and Spring Street will be temporarily closed to through traffic and be used to cue persons waiting to receive the vaccine.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body does hereby authorize the temporary closure of a section of Broad Street in accordance with Exhibit A until April 19, 2021.

BE IT FURTHER RESOLVED that the City will retain access to all easements and utilities as needed by the City during the temporary closure.

BE IT FURTHER RESOLVED that if, in the opinion of the City, the closure of Broad Street is no longer needed or is a problem prior to April 19, 2021, the City retains the right to reopen Broad Street with 24-hour notice.

BE IT FURTHER RESOLVED, that if, in the opinion of the City, the closure of Broad Street continues to remain necessary, the City may extend the temporary closure at its discretion.

Adopted this ____ day of _____, 2021.

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



Exhibit A
Temporary Road Closure
of Broad Street

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2021

Presenter: Bryan Lackey

Item of Business: GR-2021-01 Authorization to Apply for and Accept GA DCA 2021 Community Home Investment Program (CHIP) Grant

Meeting Date: 1/19/2021

Purpose of Request:

Resolution to authorize submittal of, and acceptance if awarded, of an application for the Georgia Department of Community Affairs (DCA) "2021 Community Home Investment Program (CHIP)" grant.

History/Background:

The Georgia Department of Community Affairs (DCA) administers federal funding from the U.S. Department of Housing and Urban Development (HUD) for the State of Georgia. These funds are provided through the HOME Program and are made available to communities which are not considered HOME Entitlements. Grant awards of between \$400,000 and \$600,000 are available to communities on a competitive basis for the following eligible activities:

1. Housing rehabilitation of owner-occupied, single-family homes (up to \$400,000); or
2. New construction and reconstruction of small, affordable housing units for sale to eligible home buyers (up to \$600,000).

Facts & Issues for Consideration:

The City of Gainesville has received over \$2 million in CHIP funding since 1997. In the past these funds have aided and complimented CDBG and Gainesville Nonprofit Development Foundation funding to address our community's needs. About 80% of the 2018 CHIP Grant has been expended, and the remaining 20% is committed to new construction.

The intent for the 2021 CHIP Grant funds is for new construction of single-family homes for ownership similar to our Phase 2 - Davis Street Cottages.

Department Recommendation:

Approval of resolution.

Department Director:

Rusty Ligon

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

Amount Requested:

\$0.00 from City / \$600,000.00 from DCA CHIP Grant

Source of Funds:

DCA CHIP Grant

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 GR-2021-01 Authorization to Apply for and Accept GA DCA 2021 CHIP Grant Resolution	

RESOLUTION GR-2021-01

**AUTHORIZATION TO APPLY FOR AND ACCEPT
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
2021 COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT**

WHEREAS, the Georgia Department of Community Affairs (DCA) has the responsibility of administering Community Home Investment Program (CHIP) funds for non-entitlement communities in the State of Georgia as granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, grant awards are available to communities on a competitive basis for the purpose of providing housing opportunities to benefit low- to moderate-income persons; and

WHEREAS, an amount of up to \$400,000 may be awarded for housing rehabilitation of owner-occupied, single-family homes; whereas, an amount of up to \$600,000 may be awarded for new construction and reconstruction of affordable single-family homes for sale to income-eligible homebuyers; and

WHEREAS, the City wishes to apply for the *2021 CHIP Grant* funds in the amount of \$600,000 to provide housing opportunities through reconstruction and new construction.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes submittal by the Community and Economic Development Department of an application with the \$250 application fee and required assurances for and acceptance of, if awarded, a Georgia DCA *2021 Community Home Investment Program (CHIP) Grant*.

BE IT FURTHER RESOLVED THAT if awarded, the governing body authorizes the Mayor or City Manager to sign necessary documents to accept and administer the DCA *2021 CHIP Grant*.

Adopted this _____ **day of** _____, **2021.**

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

Date Submitted: 12/31/2020

Presenter: Abb Hayes

Item of Business: Request from **Pamela Eagar** to annex a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**) and to establish zoning as General Business (G-B). **Ward Number: Four**. Tax Parcel Number(s): 08-015-007-007. **Request: No proposed use.**

- Proposed Annexation Ordinance 2021-01
- Proposed Zoning Ordinance 2021-02

Meeting Date: 1/19/2021

Purpose of Request:

To conduct a public hearing regarding the following zoning request as presented at the December 8, 2020 Planning and Appeals Board Meeting:

The applicant is proposing to annex the subject property with General Business (G-B) zoning for the purpose of bringing all the property within the city limits. The intent is to combine the property with the larger adjacent property to the north owned by the applicant's family estate. The property is zoned Highway Business (H-B) within unincorporated Hall County and previously contained a small block building with a driveway on S Smith Road. There is no use proposed for the property at this time.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

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

SAMPLE MOTIONS

Approval of Ordinance 2021-01 :

I move to approve the ordinance to annex the subject property for no proposed use as presented.

Approval of Ordinance 2021-02 :

I move to approve the ordinance to establish zoning as General Business (G-B) for the subject property with three conditions as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Annexation Ordinance 2021-01	Ordinance
☐	Proposed Zoning Ordinance 2021-02	Ordinance
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Survey	Backup Material

LEGAL AD
Gainesville City Council

Publish Wednesday, December 30, 2020
THE TIMES

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, January 19, 2021 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 the **Pamela Eagar** to annex a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**) and to establish zoning as General Business (G-B).
Ward Number: Four
Tax Parcel Number(s): 08-015-007-007
Request: No proposed use
- 2) Request from the **Nemrod Ovis, LLC** to annex a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**) and to establish zoning as Light Industrial (L-I).
Ward Number: Two
Tax Parcel Number(s): 09-113-000-073 and 074
Request: Industrial office/warehouse
- 3) Request from the **Jennifer Walter** to rezone a 0.48± acre tract located on the east side of South Enota Drive, south of Robinhood Trail (a/k/a **522 South Enota Drive, NE**) from Office and Institutional (O-I) to Neighborhood Business (N-B).
Ward Number: Three
Tax Parcel Number(s): 01-064-002-028
Request: Retail store

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})
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GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property Owner..... Pamela Eagar
Property Owner Estate of Noland Reynolds Skinner
Location..... 2834 Browns Bridge Road
Request..... Annex with G-B zoning
Size 0.15± acre
Ward..... Four
Proposed Use..... No proposed use
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... December 8, 2020

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

The applicant is proposing to annex the 0.15± acre subject property with a zoning of General Business (G-B). The intent is to combine the property with the larger adjacent property to the north owned by the applicant's family estate. The property is zoned Highway Business (H-B) within unincorporated Hall County and has road frontage along Browns Bridge Road and S Smith Road within the Gateway Corridor Overlay Zone. Previously the property consisted of a portion of right-of-way and a small bock building which have since been removed. There is no use proposed for the property at this time.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Undeveloped property (previously single-family homes)	G-B -City
South	Car dealership and furniture store	G-B -City
East	Used car dealership	H-B -County
West	Glass repair shop	G-B -City

▪ **Other Departmental Comments**

Any future proposed use will require coordination with the Georgia Department of Transportation.

▪ **Zoning History**

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

2020 – A request by CenterPoint Integrated Solutions to annex a 7.81± acres tract located at 2602 Browns Bridge Road with a zoning of General Business (G-B) was conditionally approved for a CarMax Auto Superstore.

2020 – A request by Gainesville City Board of Education to rezone a 16.67± acres tract located at 1263 and 1279 McEver Road, SW from Residential-I (R-I) to Office and Institutional (O-I) was conditionally approved for a new middle school.

2020 – A request by Gainesville City Board of Education to annex a 5.931± acres tract located at 2550 and 2560 Gould Drive with Office and Institutional (O-I) zoning with a special use was conditionally approved for a new middle school and existing single-family home.

2020 – A request by Mauricio Ortega to annex a 0.51± acre tract located at 23 Cherrywood Drive with Residential-I (R-I) zoning was approved for sewer for a single-family home.

2018 – A request by Tyler Land Holdings to amend a 2.98± acres tract located at 1209 and 1229 Hillside Gardens Lane zoned Planned Unit Development (P-U-D) was conditionally approved for a boat sales dealership.

2017 – A request by Pro Building Systems to annex a 0.516± acre tract located at 2431 S Smith Road was approved with conditional General Business (G-B) zoning for an auto collision center.

2017 – A request by Manor Lake Development, LLC for a special use on a 9.24± acres tract located at 2900 McEver Road was approved with conditional Office and Institutional (O-I) zoning for an assisted living facility.

2015 – A request by the Roman Catholic Archdiocese of Atlanta to amend a 14.233± acres tract located at 2436 S Smith Road zoned Planned Unit Development (P-U-D) was conditionally approved for a church.

2015 – A request by the Roman Catholic Archdiocese of Atlanta to amend and rezone a 4.899± acres tract located at 0 S Smith Road from Residential-I (R-I) to Planned Unit Development (P-U-D) was conditionally approved for a church.

2013 – A request by Foote & Miller Properties, LLC to annex a 2.72± acres tract located at 2420 Browns Bridge Road was approved with General Business (G-B) zoning for sewer for an existing auto dealership.

2012 – A request by Rescate 2000, Inc. for a special use on an 8.19± acres tract located at 2920 Florence Drive was approved with conditional Office and Institutional (O-I) zoning for a daycare center.

2010 – A request by Jose Delagarza to annex a 0.33± acre tract located at 3 Cherry Circle was approved with conditional Residential-I (R-I) zoning for sewer for an existing single-family residence.

▪ **Staff Analysis**

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

The adjacent and nearby properties are zoned General Business (G-B) in the city and Highway Business (H-B) in the county. The uses include a mixture of commercial uses including a furniture store and mostly auto related uses. The proposal appears suitable in light of the surrounding properties.

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

The proposed annexation request should not affect the existing use or usability of the adjacent or nearby properties. There is no planned use for the property as by itself is too small to develop. The intent is to combine the tract with the adjacent property to the north owned by the family estate which is currently zoned General Business (G-B).

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

It is staff's opinion that the proposal is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Retail/Commercial* land use category. The *Retail/Commercial* land use category includes commercial service activities such as grocery stores, banks, restaurants, theatres, hotels, and automotive related businesses.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Suburban Residential* Character Area. The *Suburban Residential* Character Area includes low-density residential, medium-density residential, multi-family residential, public / institutional, commercial, and parks / recreation / conservation and mixed-use.

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

The property is currently zoned Highway Business (H-B) within Hall County. The proposed annexation will clean up the City boundary and bring the entire property owned by the estate under one jurisdiction with a comparable zoning of General Business (G-B).

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

City water, sewer, and public safety services are currently provided to the subject property and capacity is sufficient. Gainesville Fire Station #4 is located approximately 1.65± miles away off of Memorial Park Drive which currently services adjacent and nearby properties.

Direct impacts to the school system should be limited as the proposed zoning is for commercial purposes.

Additional impacts to roads are undetermined until a specific use is proposed. It is anticipated that future uses could include office, commercial retail, restaurant or service uses which will increase turning movements from Browns Bridge Road onto S Smith Road.

(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 staff's opinion the proposed use is consistent with the Comprehensive Plan. The majority of the property is located along a segment of Browns Bridge Road which consists of non-residential uses including numerous auto-related uses. It is expected non-residential growth will continue in this area.

(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 subject property's proximity to/within the city limits and surrounding mixture of uses, the proposal, with the zoning conditions recommended by staff, appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this annexation request with a zoning of **General Business (G-B)** based on the Comprehensive Plan and the adjacent and nearby mixture of uses.

Conditions

1. All future proposed buildings shall meet the exterior building material requirements of the Gateway Corridor Overlay Zone.
2. An electronic message board sign shall not be permitted for the subject property.
3. All access point design for the subject property shall be submitted for review by the Gainesville Public Works Director in coordination with Hall County and the Georgia Department of Transportation (GDOT). The approval of said design shall be required prior to issuance of a building permit. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the owner/developer.

Excerpts from the December 8, 2020 PAB Meeting Minutes

Applicant Presentation: Bambi Riley, 2834 Browns Bridge Road, stated she is representing Pamela Eagar and her sister which are selling the estate for their deceased father, Reynold Skinner. She stated there is no proposed use at this time and wants the property all together in one piece.

FAVOR: None

OPPOSE: None

Rebuttal: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the annexation request and establish zoning as General Business (G-B) with the following conditions:

Conditions

1. All future proposed buildings shall meet the exterior building material requirements of the Gateway Corridor Overlay Zone.
2. An electronic message board sign shall not be permitted for the subject property.
3. All access point design for the subject property shall be submitted for review by the Gainesville Public Works Director in coordination with Hall County and the Georgia Department of Transportation (GDOT). The approval of said design shall be required prior to issuance of a building permit. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the owner/developer.

Motion made by Board Member Thompson

Motion seconded by Board Member White

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

Passed: _____

AN ORDINANCE

No. 2021-01

AN ORDINANCE ANNEXING A 0.15± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF BROWNS BRIDGE ROAD AND S SMITH ROAD (A/K/A 2834 BROWNS BRIDGE ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

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

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

SECTION I.

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

Legal Description

All that tract or parcel of land, lying and being in land lot 15, of the 8th District, Hall County, Georgia and being more particularly described as follows.

Tract 1

Beginning at the R/W intersection of S. Smith Road and the R/W intersection of Old Browns Bridge Road; thence South 20 degrees 27 minutes 42 seconds West for a distance of 24.59 feet; thence South 46 degrees 44 minutes 32 seconds West 21.44 feet; thence North 63 degrees 0 minutes 30 seconds West 114.61 feet; thence South 83 degrees 33 minutes 05 seconds East 127.15 feet to the BEGINNING POINT.

Tract 2

ORDINANCE NO. 2021-01

Beginning at the R/W intersection of S. Smith Road and the R/W intersection of Old Browns Bridge Road; thence North 83 degrees 33 minutes 05 seconds West for a distance of 127.15 feet; thence North 62 degrees 45 minutes 37 seconds West 34.20 feet; thence North 08 degrees 16 minutes 16 seconds East 27.87 feet; thence South 83 degrees 33 minutes 27 seconds East 168.22 feet; thence South 20 degrees 27 minutes 42 seconds West 41.25 feet to the BEGINNING POINT.

The annexation is to include all that portion of right-of-way known as Browns Bridge Road as shown on the location map.

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. 2021-02

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.15± ACRE TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF BROWNS BRIDGE ROAD AND S SMITH ROAD (A/K/A 2834 BROWNS BRIDGE ROAD) AT THE TIME OF ANNEXATION AS GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **General Business, with conditions (G-B-c)**.

Conditions

- 1. All future proposed buildings shall meet the exterior building material requirements of the Gateway Corridor Overlay Zone.**
- 2. An electronic message board sign shall not be permitted for the subject property.**
- 3. All access point design for the subject property shall be submitted for review by the Gainesville Public Works Director in coordination with Hall County and the Georgia Department of Transportation (GDOT). The approval of said design shall be required prior to issuance of a building permit. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the owner/developer.**

Legal Description

All that tract or parcel of land, lying and being in land lot 15, of the 8th District, Hall County, Georgia and being more particularly described as follows.

Tract 1

Beginning at the R/W intersection of S. Smith Road and the R/W intersection of Old Browns Bridge Road; thence South 20 degrees 27 minutes 42 seconds West for a distance of 24.59 feet; thence South 46 degrees 44 minutes 32 seconds West 21.44 feet; thence North 63 degrees 0 minutes 30 seconds West 114.61 feet; thence South 83 degrees 33 minutes 05 seconds East 127.15 feet to the BEGINNING POINT.

ORDINANCE NO. 2021-02

Tract 2

Beginning at the R/W intersection of S. Smith Road and the R/W intersection of Old Browns Bridge Road; thence North 83 degrees 33 minutes 05 seconds West for a distance of 127.15 feet; thence North 62 degrees 45 minutes 37 seconds West 34.20 feet; thence North 08 degrees 16 minutes 16 seconds East 27.87 feet; thence South 83 degrees 33 minutes 27 seconds East 168.22 feet; thence South 20 degrees 27 minutes 42 seconds West 41.25 feet to the BEGINNING POINT.

The annexation is to include all that portion of right-of-way known as Browns Bridge Road as shown on the location map.

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.

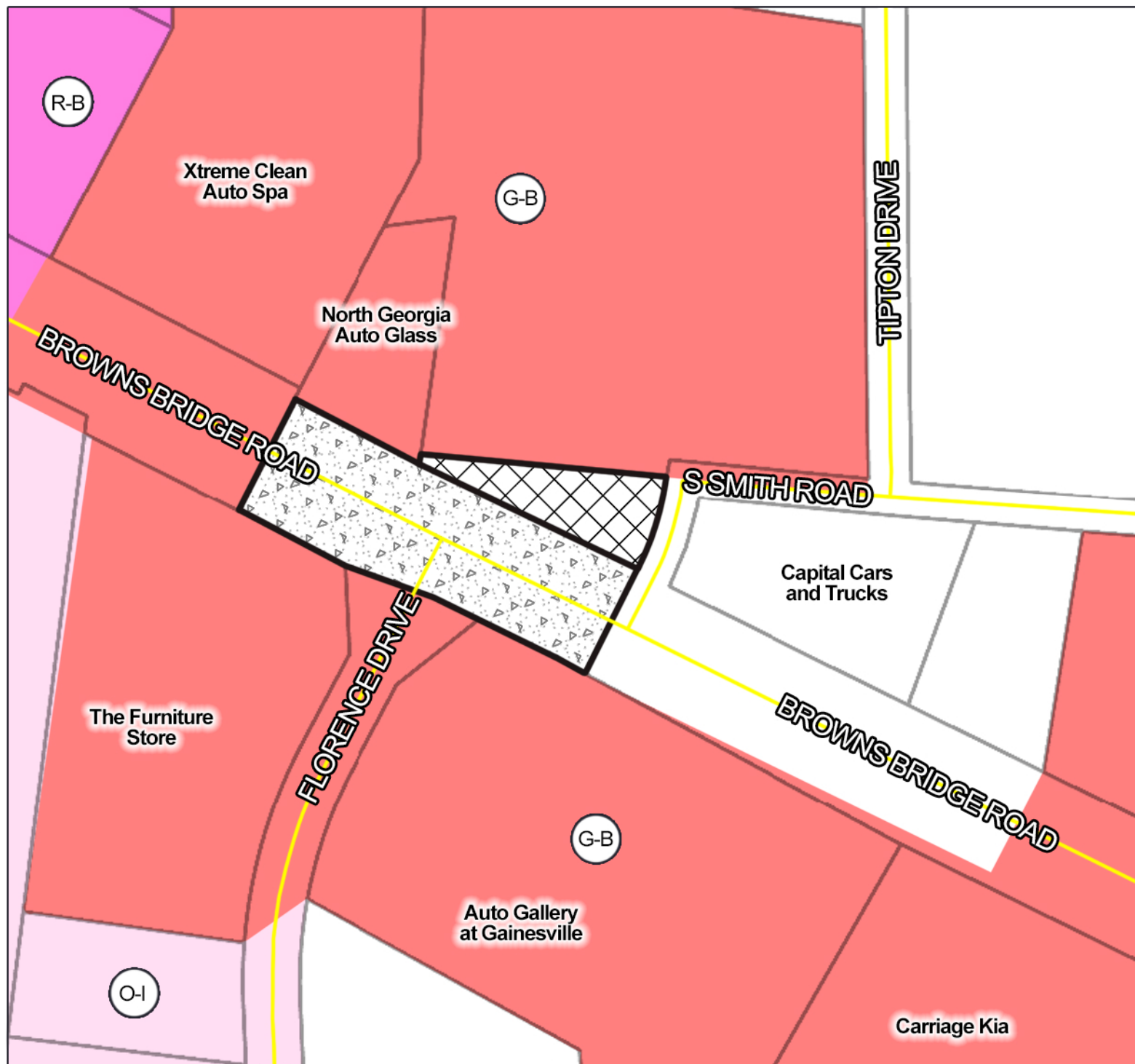
ORDINANCE NO. 2021-02

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:

PAMELA EAGAR

ANNEXATION REQUEST

Request:

Annex 0.15 +/- acre tract and establish zoning as General Business (G-B)

Subject Property Address:

2834 Browns Bridge Road

Tax Parcel:

08-015-007-007

Meeting Date: 12/8/2020

Map Prepared: 11/3/2020



Subject Property



Right of Way to be Annexed

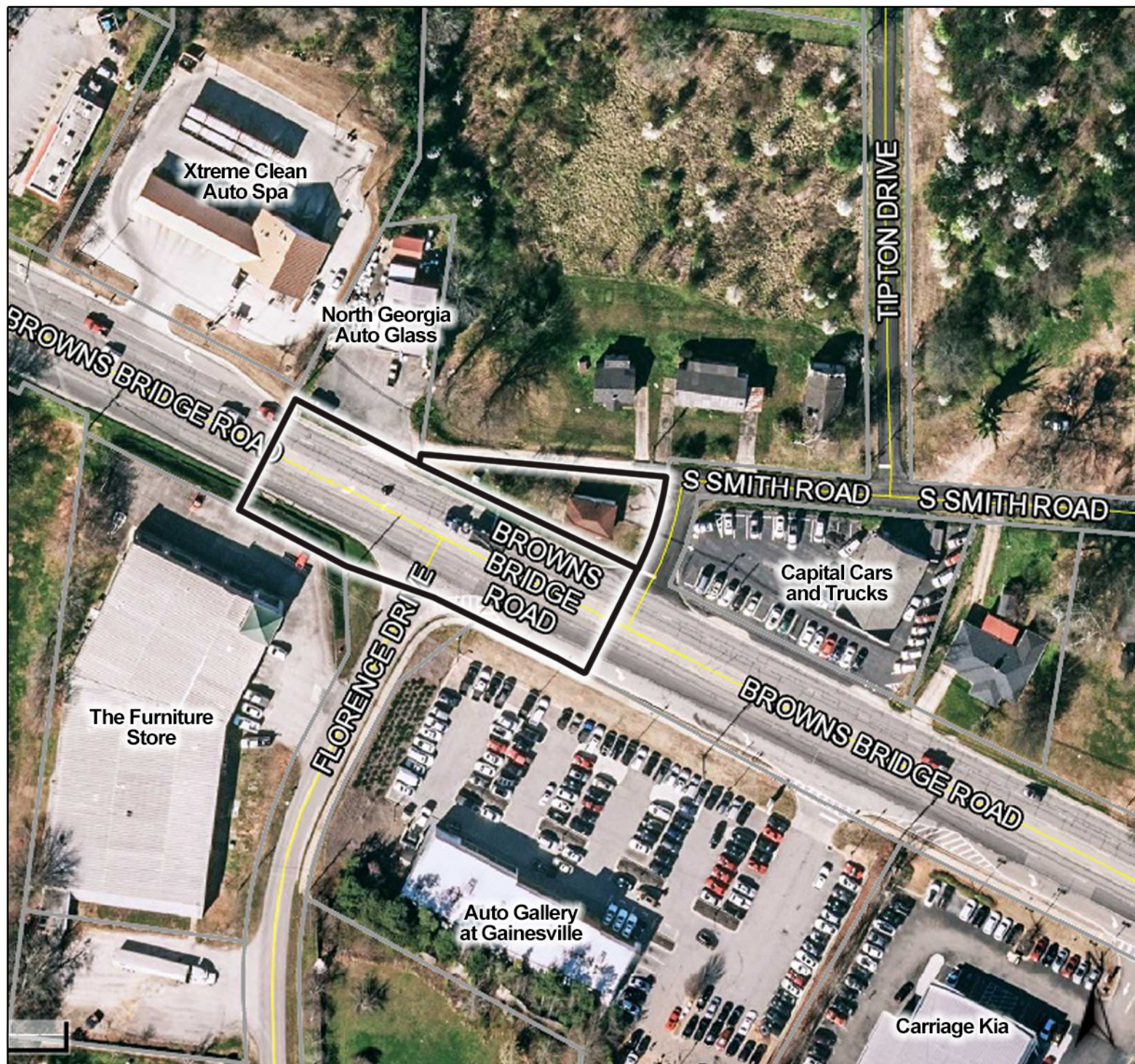


CITY OF

GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT





Applicant:

PAMELA EAGAR

ANNEXATION REQUEST

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Subject Property Address:

2834 Browns Bridge Road

Tax Parcel:

08-015-007-007

Meeting Date: 12/8/2020

Map Prepared: 11/3/2020



Subject Property



CITY OF

GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT



Narrative for the Application for Annexation of 2834 Browns Bridge Road, Gainesville, Georgia

The annexation of this property is requested to coordinate with the adjacent larger property at 2484 S. Smith Road that was annexed into the city in 2008. Both properties are owned by the Estate of Noland Reynolds Skinner and are being offered for sale together. Having both properties in the city of Gainesville is intended to make the property more attractive to potential buyers.

REFERENCES

1. PLAT BY OWEN PATTON FOR DON & ROBERT LACKEY, DATED 1/25/1993 AS REFERENCED IN DB 2780, PAGE 137-138 (NOT RECORDED).
2. PLAT BY MORELAND-ALTOBELLI FOR SOUTHLAKE GROUP, LLC DATED 11/08/2002.
3. PLAT BY FARLEY-COLLINS FOR REYNOLDS SKINNER, DATED 02/18/1973.
4. SUBDIVISION PLAT BY S.C. MOON DATED OCT 1949, PG 9, PAGE 144-145.
5. PLAT BY H. JARRARD DATED 03/29/1975, PG 59, p 16.
6. SURVEY FOR REYNOLDS SKINNER BY IAN M. BRAGG, P.L.S. DATED 08/11/2007.

LEGEND

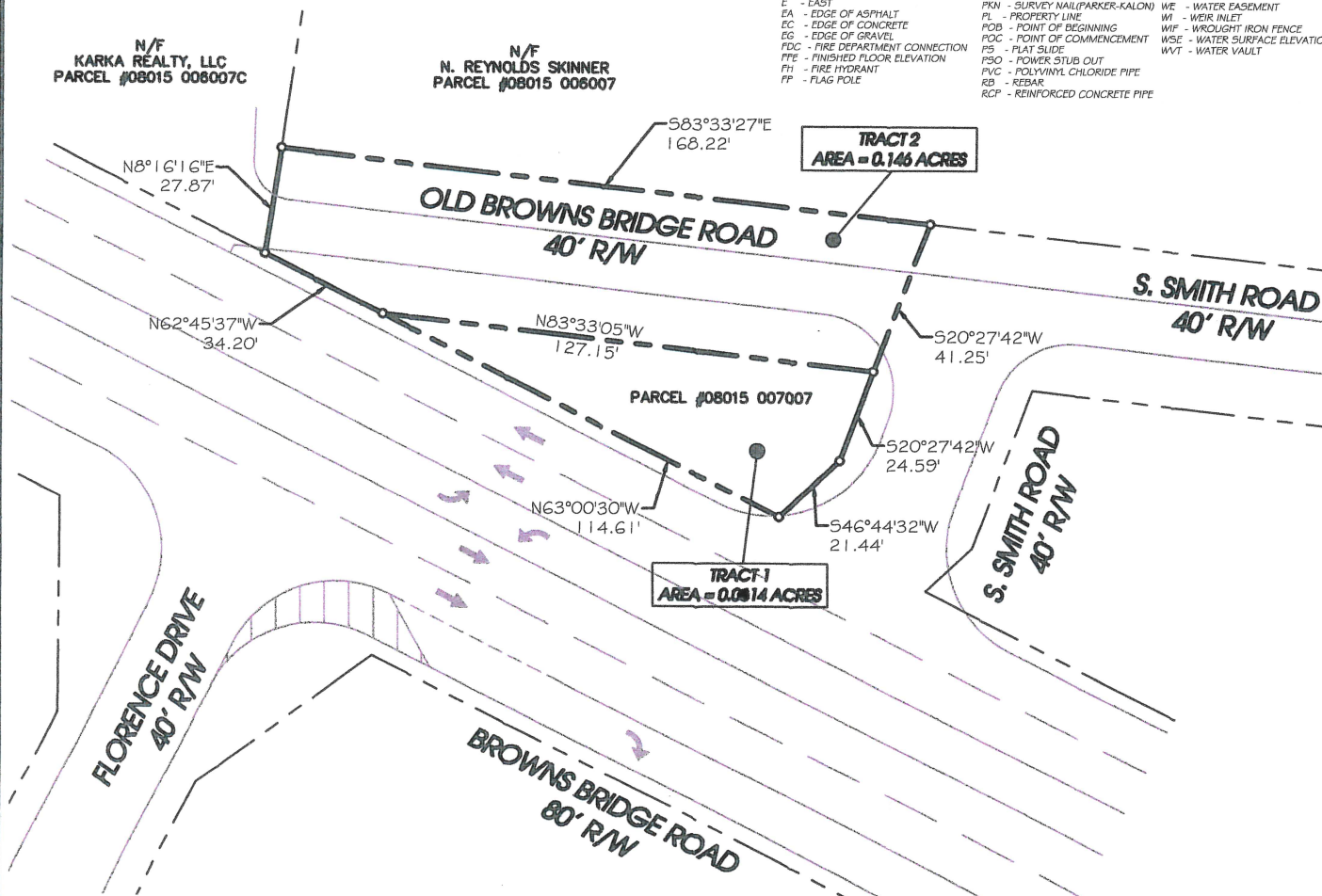
- | | | |
|----------------------------------|---------------------------------|--------------------------------|
| AI - ANGLE IRON | -G- UNDERGROUND GAS LINE | REC - RECORDED |
| BL - BUILDING SETBACK LINE | GW - GAS METER | RM - RIGHT-OF-WAY |
| BWF - BARB WIRE FENCE | GW - GUY WIRE | S - SOUTH |
| CI - CURB INLET | HW - HOG WIRE FENCE | SD - SLOTTED DRAIN |
| CO - CLEANOUT | ICB - IRRIGATION CONTROL BOX | SOV - WATER SHUT OFF VALVE |
| CAG - CURB & GUTTER | IM - IRRIGATION METER | SR - SOLID STEEL ROD |
| CL - CENTERLINE | IPS - IRON PIN SET | SSC - SANITARY SEWER EASEMENT |
| CLF - CHAIN LINK FENCE | IV - IRRIGATION VALVE | SW - SIDEWALK |
| CMF - CONCRETE MONUMENT FOUND | JB - JUNCTION BOX | SWCB - SINGLE WING CATCH BASIN |
| CMF - CORRUGATED METAL PIPE | LL - LAND LOT LINE | TR - THREADED STEEL ROD |
| CONC - CONCRETE | MH - MANHOLE | T5B - TRAFFIC SIGNAL BOX |
| CTF - CRIMP TOP PIPE | MW - MONITORING WELL | T5F - TRAFFIC SIGNAL POLE |
| D - DEPTH | N - NORTH | TYP - TYPICAL |
| DB - DEED BOOK | NF - NOW OR FORMERLY | UC - UNDERGROUND CABLE |
| DE - DRAINAGE EASEMENT | OTP - OPEN TOP PIPE | UP - UNDERGROUND POWER |
| DI - DROP INLET | PB - PLAT BOOK | UT - UNDERGROUND TELEPHONE |
| DIP - DUCTILE IRON PIPE | PBW - POWER BOX | VCP - VITRIFIED CLAY PIPE |
| DIST - DISTURBED | PE - PIPE ENTRY | W - WEST |
| DWCB - DOUBLE WING CATCH BASIN | PG - PAGE | W- WATER LINE |
| E - EAST | PKI - SURVEY NAIL(PARKER-KALON) | WE - WATER EASEMENT |
| EA - EDGE OF ASPHALT | PL - PROPERTY LINE | WI - WEIR INLET |
| EC - EDGE OF CONCRETE | POB - POINT OF BEGINNING | WIF - WROUGHT IRON FENCE |
| EG - EDGE OF GRAVEL | POC - POINT OF COMMENCEMENT | WSE - WATER SURFACE ELEVATION |
| FDC - FIRE DEPARTMENT CONNECTION | PS - PLAT SLIDE | WVT - WATER VAULT |
| FPE - FINISHED FLOOR ELEVATION | PSO - POWER STUB OUT | |
| FH - FIRE HYDRANT | PVC - POLYVINYL CHLORIDE PIPE | |
| FP - FLAG POLE | RB - REBAR | |
| | RCP - REINFORCED CONCRETE PIPE | |

NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.
2. IN ADDITION TO THOSE OTHERWISE REFERENCED HEREON, THE FOLLOWING DOCUMENTS WERE USED IN THE PREPARATION OF THIS PLAT: PG 59 PG 16.
3. THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 83.
4. ALL IRON PINS SET(OPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE. THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.
5. NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER HALL COUNTY FEMA FIRM MAP NUMBER 13130C0166G, EFFECTIVE DATE APRIL 04, 2018.
6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF N/A FEET + N/A PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A GTS 802A OR LEICA TCSP1203R ROBOTIC TOTAL STATION.
7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN N/A FEET.
8. THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.
9. THIS PLAT DOES NOT CONSTITUTE A PLAT OF SUBDIVISION AND DOES NOT REQUIRE APPROVAL BY THE LOCAL GOVERNING AUTHORITY FOR RECORDING ACCORDING TO O.C.G.A. 15-8-67(D).
10. A LEICA GPS 1200 (GX1230) DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF TOPOGRAPHIC/ PLANIMETRIC DATA FOR THIS SURVEY. RELATIVE POSITIONAL TOLERANCE FOR TOPOGRAPHIC/PLANIMETRIC FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATION RESIDUALS.

N/F
KARKA REALTY, LLC
PARCEL #08015 008007C

N/F
N. REYNOLDS SKINNER
PARCEL #08015 008007



IAN M. BRAGG, PLS

Professional
Land Surveyor
6890 JOHNSON CIRCLE
FLOWERY BRANCH, GA 30048
(678) 900-4818
CONTACT: IAN BRAGG
IANBRAGG@GCSGMAIL.COM

REVISIONS:

NUM	DATE	REVISION

REVISED SURVEY FOR:

REYNOLDS SKINNER ESTATE
2484 S. SMITH ROAD
GAINESVILLE, GA 30504

LAND LOT 15
LAND DISTRICT 4th
S.W.D. 565
GAINESVILLE, GA 30504
GAINESVILLE, GA

SHEET TITLE:

REVISED SURVEY

SCALE: 1" = 30'

DATE: OCTOBER 26, 2020

PROJECT: SKINNER-ESTATE

SHEET NUMBER



Date Submitted: 12/31/2020

Presenter: Abb Hayes

Item of Business: Request from **Nemrod Ovis, LLC** to annex a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**) and to establish zoning as Light Industrial (L-I). **Ward Number: Two.** Tax Parcel Number(s): 09-113-000-073 and 074. **Request: Industrial office/warehouse.**

- Proposed Annexation Ordinance 2021-03
- Proposed Zoning Ordinance 2021-04

Meeting Date: 1/19/2021

Purpose of Request:

To conduct public hearing regarding the following zoning request as presented at the December 8, 2020 Planning and Appeals Board Meeting:

The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I) for industrial office/warehouse purposes. The property includes two parcels zoned Agricultural Residential-III (AR-III) within Hall County which are considered unincorporated islands. The property borders White Sulphur Road, Navajo Circle and railroad right-of-way. According to the applicant's concept plan, approximately 60,000 square feet of office/warehouse buildings are proposed ranging from 7,500 square feet to 18,500 square feet in size. Access is proposed from White Sulphur Road and Navajo Circle. Adjacent uses include light industrial development and single-family homes.

History/Background:

Facts & Issues for Consideration:

Applicant requested withdrawal of the application.

Department Recommendation:

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

SAMPLE MOTIONS

Accept Withdrawal of the Application:

I move to accept the withdrawal of the application (with or without prejudice) as requested by the applicant

Approval of Ordinance 2021-03:

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

Approval of Ordinance 2021-04:

I move to approve the ordinance to establish zoning as Light Industrial (L-I) with five conditions as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Annexation Ordinance 2021-03	Ordinance
☐	Proposed Zoning Ordinance 2021-04	Ordinance
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Plat	Backup Material
☐	Concept Plan	Backup Material
☐	Picture	Backup Material
☐	Request to Withdraw	Backup Material

LEGAL AD
Gainesville City Council

Publish Wednesday, December 30, 2020
THE TIMES

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, January 19, 2021 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 the **Pamela Eagar** to annex a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**) and to establish zoning as General Business (G-B).
Ward Number: Four
Tax Parcel Number(s): 08-015-007-007
Request: No proposed use
- 2) Request from the **Nemrod Ovis, LLC** to annex a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**) and to establish zoning as Light Industrial (L-I).
Ward Number: Two
Tax Parcel Number(s): 09-113-000-073 and 074
Request: Industrial office/warehouse
- 3) Request from the **Jennifer Walter** to rezone a 0.48± acre tract located on the east side of South Enota Drive, south of Robinhood Trail (a/k/a **522 South Enota Drive, NE**) from Office and Institutional (O-I) to Neighborhood Business (N-B).
Ward Number: Three
Tax Parcel Number(s): 01-064-002-028
Request: Retail store

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})
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**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant Nemrod Ovis, LLC
Property Owner Scott Clark Estate
Location 0 White Sulphur Road
Request Annex with L-I zoning
Size 6.07± acres
Ward Two
Proposed Use Industrial office/warehouse
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation **Approval, with conditions**
Date December 8, 2020

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

The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I) for industrial office/warehouse purposes. The property includes two parcels zoned Agricultural Residential-III (AR-III) within Hall County which are considered unincorporated islands. The property borders White Sulphur Road, Navajo Circle and railroad right-of-way. According to the applicant's concept plan, approximately 60,000 square feet of office/warehouse building space is proposed within buildings ranging from 7,500 square feet to 18,500 square feet in size. Access is proposed from White Sulphur Road and Navajo Circle.

Location	Use	Zoning
North	ACH Foam Technologies, Inc; Industrial Park North	L-I -City
South	Big Creek Foods (Processing of Dog Treats)	L-I -City
East	Industrial office/warehouse; Single-family home	L-I -City AR-III - County
West	Railroad right-of-way; Single-family homes; A Quiet Place in the Woods Subdivision	L-I -City R-I -County

▪ **Other Departmental Comments**

The proposed use will require coordination with the Georgia Department of Transportation. There were no other 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 Kevin Pethel to rezone the subject 1.3± acres tract located at 2092 Crow Road and 2005 White Sulphur Road from Residential-I (R-I) to General Business (G-B) was conditionally approved for a plumbing and electrical contractor office/warehouse.

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

2017 – A request by Lanier Technical College to annex an 8.154± acres tract located at 0 Howard Road was approved with Light Industrial (L-I) zoning for a technical college conference center.

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

2016 – A request by Timothy Bullard to annex a 20.417± acres tract located at 1582 and 1586 Pine Valley Road was denied for a 240-unit apartment complex with Residential-II (R-II) zoning.

2013 – A request by the City of Gainesville to annex 115 unincorporated island parcels and right-of-way totaling 197.07± acres in size was approved with conditions.

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

▪ **Staff Analysis**

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

The property is surrounded by mostly industrial uses. A few single-family homes exist to the east across White Sulphur Road; however, most of the single-family homes are located to the west separated by railroad right-of-way. All of the adjacent properties are zoned Light Industrial (L-I) within the City. Residentially zoned properties in the County are located just beyond the bordering properties. The proposed use is suitable in light of the surrounding properties.

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

The proposed office/warehouse use will function in a similar manner as the adjacent industrial properties. The addition of car and truck traffic will increase traffic along White Sulphur Road as well as turning movements. White Sulphur Road is a two-lane road with no curb and gutter. Most of the existing industrial uses accessing White Sulphur Road provide a dedicated deceleration and acceleration lane.

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

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

According to the Character Area map for the City of Gainesville, the subject properties are 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 Agricultural Residential-III (AR-III) within Hall County which appears inappropriately zoned given most of the surrounding uses. The proposed annexation will remove the existing unincorporated island and with a similar zoning as the adjacent properties.

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

City water is available and is sufficient to serve the proposed use. Sewer capacity is sufficient but will require a sewer extension of approximately 350 feet according to the Department of Water Resources. The applicant is seeking participation from the City to extend the sewer line.

Public safety services are currently provided for the adjacent properties. Gainesville Fire Station #2 is located approximately 3.2± miles away off of Cleveland Highway.

The proposal is for non-residential purposes and should have no impact on the Gainesville City School System.

According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the proposed use on average could generate 418± new trips per weekday and 65± A.M. and P.M. peak hour trips during the weekday.

(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 proposed use is supported by the Comprehensive Plan. The area has experienced industrial growth over the past three decades due to the location of existing railroad, SR 365 and water/sewer infrastructure which has attracted industrial uses within the nearby Industrial Park North property and the Gateway Industrial Park further north off of SR 365.

(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 Comprehensive Plan and the adjacent industrial uses, the proposal appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property.

▪ **Staff Recommendation**

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

Conditions

1. The approved uses for the property shall be limited to light industrial uses to include office, warehouse, storage, distribution, further processing, assembly and fabrication.
 2. The front exterior facade of the proposed buildings facing right-of-way shall be constructed with brick or stone, excluding window and door areas. The sides of the exterior facades shall be constructed with a minimum 3-foot high watermark of matching brick or stone.
 3. An electronic message board sign shall not be permitted for the subject property.
 4. Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).
 5. All access point design for the subject property shall require approval by the Georgia Department of Transportation in conjunction with the Gainesville Public Works Director. All required access / traffic / sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study, if determined necessary, shall be at the full expense of the developer/property owner.
-

Excerpts from the December 8, 2020 PAB Meeting Minutes

Applicant Presentation: Rex Baker, 200 Market Place, Suite 110, Roswell Georgia, stated as a developer they would like the ability to connect to the sewer and bring it to Navajo Circle with the city's participation. He said they were hoping to get some mitigation on the brick work and clarity if a sidewalk will be required. He was not sure if it was a pedestrian corridor, if the sidewalk could be removed from the conditions or if it is a generic clause. Mr. Baker said if it is part of the condition then would it be enforced and need to be installed before proceeding further. He said the building sizes as shown may be a little too large for the site and will be determined by the purchaser and designed specifically for them. Mr. Baker said they will do impact study, with possibly sharing driveways with two low traffic/building users. He stated he wasn't sure if the board could handle issues of zoning and cost sharing but would like to lower the brick standard if possible to wains-coating in the front and not on the side, but will enhance landscaping as desired in that area. He said he will be happy to answer any questions and is their intention to develop and sell to local owner/users and thinks it will be people in Hall County and Gainesville that need a place for their business.

FAVOR: None

OPPOSE: None

Rebuttal: None

Planning and Appeals Board Comments: Chairman Carter asked Mr. Tate to answer the question about sidewalks being a requirement. Deputy Director Tate stated it would be evaluated through the planning review process specifically by Public Works Department. The property does not front a pedestrian corridor, and has no curb and gutter and sidewalks. Chairman Carter said the question about the brick being changed or material design might be more appropriate to address before City Council when Mr. Baker could have some renderings decide if it passes through the Planning Board.

There was a motion to recommend conditional approval of the annexation request and establish zoning as Light Industrial (L-I) with the following conditions:

Conditions

1. The approved uses for the property shall be limited to light industrial uses to include office, warehouse, storage, distribution, further processing, assembly and fabrication.
2. The front exterior facade of the proposed buildings facing right-of-way shall be constructed with brick or stone, excluding window and door areas. The sides of the exterior facades shall be constructed with a minimum 3-foot high watermark of matching brick or stone.
3. An electronic message board sign shall not be permitted for the subject property.
4. Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).
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Motion made by Board Member White

Motion seconded by Board Member Thompson

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

Passed: _____

AN ORDINANCE

No. 2021-03

AN ORDINANCE ANNEXING A 6.07± ACRES TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF NAVAJO CIRCLE AND WHITE SULPHUR ROAD (A/K/A 0 WHITE SULPHUR ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

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

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

SECTION I.

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

Legal Description

Tract 1

All that tract or parcel of land, lying and being in land lot 111, of the 9th Land District, Gainesville, G.M.D. 411, Hall County, Georgia containing 4.00 acres, bounded on the northeast side of Navajo Circle, on the southeast by White Sulphur Road, on the southwest by land now or formerly belonging the J.C. Harrington Estate, and on the northwest by a right-of-way of Southern Railway, as more fully shown on the survey for Jimmy Clark dated July 12, 2000, prepared by Henry G. Jarrard, Georgia Registered Land Surveyor, which tract or parcel is more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southeasterly right-of-way of the Southern Railway (200 foot right-of-way) and the southwesterly right-of-way of Navajo Circle (40 foot right-of-way) thence along the southwesterly right-of-way of Navajo Circle South 65 degrees 53 minutes 59 seconds East 59.20 feet to a point; thence proceeding South 64 degrees 37 minutes 13 seconds East 69.09 feet to a point; thence proceeding South 59

ORDINANCE NO. 2021-03

degrees 29 minutes 52 seconds East 31.05 feet to a point; thence proceeding South 48 degrees 30 minutes 03 seconds East 27.72 feet to a point; thence proceeding South 34 degrees 37 minutes 51 seconds East 24.7 feet to a point; thence proceeding South 26 degrees 22 minutes 22 seconds East 19.10 feet to a point; thence proceeding South 22 degrees 08 minutes 45 seconds East 43.47 feet to a point; thence proceeding South 20 degrees 13 minutes 01 seconds East 17.96 feet to the northerly right-of-way of White Sulphur Road (80 foot right-of-way); thence running from said corner along the northwesterly right-of-way of White Sulphur Road South 64 degrees 35 minutes 03 seconds West 128.22 feet to a point; thence continuing along said right-of-way South 62 degrees 58 minutes 50 seconds West 83.79 feet to a point; thence proceeding South 59 degrees 02 minutes 28 seconds West 71.14 feet to a point; thence proceeding South 53 degrees 52 minutes 44 seconds West 74.81 feet to a point; thence proceeding South 50 degrees 11 minutes 57 seconds West 48.68 feet to a point; thence proceeding South 46 degrees 16 minutes 47 seconds West 65.27 feet to a point; thence proceeding South 44 degrees 10 minutes 02 seconds West 43.92 feet to a point; thence proceeding South 43 degrees 16 minutes 00 seconds West 101.40 feet to a point; thence proceeding South 42 degrees 52 minutes 41 seconds West 69.82 feet to a point; thence proceeding South 42 degrees 02 minutes 04 seconds West 71.58 feet to a point; thence proceeding South 41 degrees 36 minutes 46 seconds West 59.39 feet to a point; thence proceeding South 41 degrees 00 minutes 39 seconds West 52.45 feet to a point; thence proceeding South 38 degrees 57 minutes 29 seconds West 58.79 feet to iron pin; thence leaving the northwesterly right-of-way of White Sulphur Road and proceeding North 51 degrees 01 minutes 47 seconds West 173.68 feet to an iron pin on the southeasterly right-of-way of the Southern Railway; thence proceeding along the southeasterly right-of-way of the Southern Railway North 43 degrees 29 minutes 47 seconds East 913.50 feet to an iron pin at the TRUE POINT OF BEGINNING.

Tract 2

All that tract or parcel of land lying and being in the Gainesville G.M.D. 411, Hall County, GA and being shown and delineated as the 2 acre tract on the plat of survey prepared for Scott Clark by Henry Grady Jarrard, GA Registered Surveyor last revised October 8, 2001, and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING; begin at the intersection of the southerly right-of-way of Navajo Circle and the westerly right-of-way of White Sulphur Road; thence in a southwesterly direction along the westerly right-of-way of White Sulphur Road 929.26 feet to an iron pin set and the POINT OF BEGINNING; thence continuing along the westerly right-of-way of White Sulphur Road in a southwesterly direction 400 feet to an iron pin set (future); thence North 55 degrees 15 minutes 47 seconds West 272.66 feet to an iron pin (future); thence North 43 degrees 29 minutes 47 seconds East 415.11 feet to an iron pin set; thence South 51 degrees 01 minute 47 seconds East 173.68 feet to an iron pin set and the 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.

ORDINANCE NO. 2021-03

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. 2021-04

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 6.07± ACRES TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF NAVAJO CIRCLE AND WHITE SULPHUR ROAD (A/K/A 0 WHITE SULPHUR ROAD) AT THE TIME OF ANNEXATION AS LIGHT INDUSTRIAL, WITH CONDITIONS (L-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 **Light Industrial, with conditions (L-I-c)**.

Conditions

- 1. The approved uses for the property shall be limited to light industrial uses to include office, warehouse, storage, distribution, further processing, assembly and fabrication.**
- 2. The front exterior facade of the proposed buildings facing right-of-way shall be constructed with brick or stone, excluding window and door areas. The sides of the exterior facades shall be constructed with a minimum 3-foot high watermark of matching brick or stone.**
- 3. An electronic message board sign shall not be permitted for the subject property.**
- 4. Prior to a permit being issued for the subject property, a Traffic Impact Study shall be required if determined necessary by the Gainesville Public Works Department Director and the Georgia Department of Transportation (GDOT).**
- 5. All access point design for the subject property shall require approval by the Georgia Department of Transportation in conjunction with the Gainesville Public Works Director. All required access / traffic / sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study, if determined necessary, shall be at the full expense of the developer/property owner.**

ORDINANCE NO. 2021-04

Legal Description

Tract 1

All that tract or parcel of land, lying and being in land lot 111, of the 9th Land District, Gainesville, G.M.D. 411, Hall County, Georgia containing 4.00 acres, bounded on the northeast side of Navajo Circle, on the southeast by White Sulphur Road, on the southwest by land now or formerly belonging the J.C. Harrington Estate, and on the northwest by a right-of-way of Southern Railway, as more fully shown on the survey for Jimmy Clark dated July 12, 2000, prepared by Henry G. Jarrard, Georgia Registered Land Surveyor, which tract or parcel is more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southeasterly right-of-way of the Southern Railway (200 foot right-of-way) and the southwesterly right-of-way of Navajo Circle (40 foot right-of-way) thence along the southwesterly right-of-way of Navajo Circle South 65 degrees 53 minutes 59 seconds East 59.20 feet to a point; thence proceeding South 64 degrees 37 minutes 13 seconds East 69.09 feet to a point; thence proceeding South 59 degrees 29 minutes 52 seconds East 31.05 feet to a point; thence proceeding South 48 degrees 30 minutes 03 seconds East 27.72 feet to a point; thence proceeding South 34 degrees 37 minutes 51 seconds East 24.7 feet to a point; thence proceeding South 26 degrees 22 minutes 22 seconds East 19.10 feet to a point; thence proceeding South 22 degrees 08 minutes 45 seconds East 43.47 feet to a point; thence proceeding South 20 degrees 13 minutes 01 seconds East 17.96 feet to the northerly right-of-way of White Sulphur Road (80 foot right-of-way); thence running from said corner along the northwesterly right-of-way of White Sulphur Road South 64 degrees 35 minutes 03 seconds West 128.22 feet to a point; thence continuing along said right-of-way South 62 degrees 58 minutes 50 seconds West 83.79 feet to a point; thence proceeding South 59 degrees 02 minutes 28 seconds West 71.14 feet to a point; thence proceeding South 53 degrees 52 minutes 44 seconds West 74.81 feet to a point; thence proceeding South 50 degrees 11 minutes 57 seconds West 48.68 feet to a point; thence proceeding South 46 degrees 16 minutes 47 seconds West 65.27 feet to a point; thence proceeding South 44 degrees 10 minutes 02 seconds West 43.92 feet to a point; thence proceeding South 43 degrees 16 minutes 00 seconds West 101.40 feet to a point; thence proceeding South 42 degrees 52 minutes 41 seconds West 69.82 feet to a point; thence proceeding South 42 degrees 02 minutes 04 seconds West 71.58 feet to a point; thence proceeding South 41 degrees 36 minutes 46 seconds West 59.39 feet to a point; thence proceeding South 41 degrees 00 minutes 39 seconds West 52.45 feet to a point; thence proceeding South 38 degrees 57 minutes 29 seconds West 58.79 feet to iron pin; thence leaving the northwesterly right-of-way of White Sulphur Road and proceeding North 51 degrees 01 minutes 47 seconds West 173.68 feet to an iron pin on the southeasterly right-of-way of the Southern Railway; thence proceeding along the southeasterly right-of-way of the Southern Railway North 43 degrees 29 minutes 47 seconds East 913.50 feet to an iron pin at the TRUE POINT OF BEGINNING.

Tract 2

All that tract or parcel of land lying and being in the Gainesville G.M.D. 411, Hall County, GA and being shown and delineated as the 2 acre tract on the plat of survey prepared for Scott Clark by Henry Grady Jarrard, GA Registered Surveyor last revised October 8, 2001, and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING; begin at the intersection of the southerly right-of-way of Navajo Circle and the westerly right-of-way of White Sulphur Road; thence in a southwesterly direction along the westerly right-of-way of White Sulphur Road 929.26 feet to an iron pin set and the POINT OF BEGINNING; thence continuing along the westerly right-of-way of White

ORDINANCE NO. 2021-04

Sulphur Road in a southwesterly direction 400 feet to an iron pin set (future); thence North 55 degrees 15 minutes 47 seconds West 272.66 feet to an iron pin (future); thence North 43 degrees 29 minutes 47 seconds East 415.11 feet to an iron pin set; thence South 51 degrees 01 minute 47 seconds East 173.68 feet to an iron pin set and the 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.

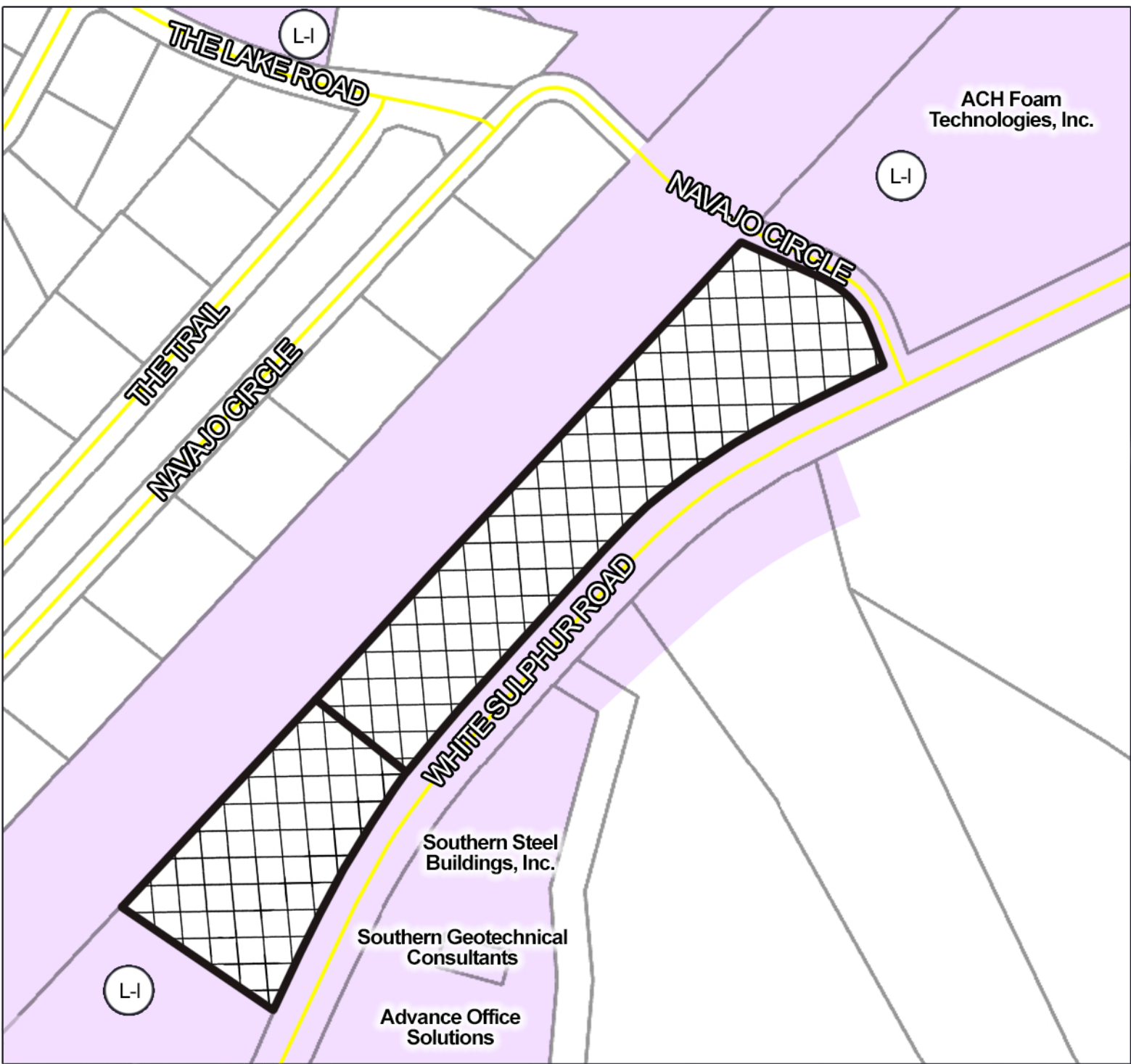
The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

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:		NEMROD OVIS, LLC		 Subject Property	
		ANNEXATION REQUEST			
Request:		Annex 6.07 +/- acres and establish zoning as Light Industrial (L-I) for industrial office/warehouse			
Subject Property Address:		Tax Parcel:		 CITY OF GAINESVILLE COMMUNITY AND ECONOMIC DEVELOPMENT	
0 White Sulphur Road		09-113-000-073 09-113-000-074			
Meeting Date: 12/8/2020		Map Prepared: 11/3/2020		Page 171 of 194	



Applicant: NEMROD OVIS, LLC		Subject Property Aerial from 2018 N
ANNEXATION REQUEST		
Request: Annex 6.07 +/- acres and establish zoning as Light Industrial (L-I) for industrial office/warehouse		
Subject Property Address: 0 White Sulphur Road	Tax Parcel: 09-113-000-073 09-113-000-074	CITY OF GAINESVILLE COMMUNITY AND ECONOMIC DEVELOPMENT
Meeting Date: 12/8/2020 Map Prepared: 11/3/2020		



NARRATIVE REPORT
REQUEST FOR ANNEXATION & REZONING REQUEST
GWINNETT COUNTY, GEORGIA

RE: 6.0 acres located On White Sulphur Road - Parcel ID 09113 000073 & 09113 000074

Nemrod Ovis, LLC (the "Applicant") respectfully submits this Narrative Report to the City of Gainesville City Council in support of an application for annexation and rezoning to LI zoning classification.

The parcel is planned and intended to be developed as small light-industrial office/warehouses. The building sizes will possibly range from 10,000 sf – 20,000 sf and typical heights of around 20 feet. The proposed use is consistent with recent industrial growth in the immediate vicinity and with adjacent properties. The property was graded for development around 2003. The proposed use will not have any adverse impacts to the environment and the current stormwater management regulations will be followed. The proposed use will have a positive impact on the local economy by increasing tax revenue and creating employment opportunities. The property is adjacent to a railroad but there is no intention to have rail spurs. The railroad is between this property and nearby residential areas.

It does not appear that adjacent properties within the city limits are in any overlay or protection areas. The setbacks used for the concept plan are for the City's LI zoning. Signage will concur with City of Gainesville regulations. It is not anticipated that these proposed buildings will be used for retail space. As shown on the Concept Plan submitted in support of this application, access to the development is provided with 4 driveways along White Sulphur Road and Navajo Circle

Sincerely,

James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillslld.com



- LEGEND
- IPF - IRON PIN FOUND
 - IPF - IRON PIN SET 1/2" REBAR
 - AIF - ANGLE IRON FOUND
 - P/L - PROPERTY LINE
 - R/W - RIGHT OF WAY
 - C/L - CENTER LINE
 - X- - FENCE
 - W- - POWER LINE
 - M- - WATER METER
 - LL- - LAND LOT
 - LL- - LAND LOT LINE
 - WM- - WATER METER
 - PP- - POWER POLE
 - CT- - CRIMP TOP
 - OT- - OPEN TOP
 - RB- - REBAR
 - T- - TELEPHONE LINE

PLAT FOR
SCOTT CLARK
GAINESVILLE DISTRICT G.M.D. 411
HALL COUNTY, GEORGIA
6.00 ACRES TOTAL

COURSE	BEARING	DISTANCE
L-1	S 65°35'59"E	59.00'
L-2	S 64°37'13"E	69.00'
L-3	S 59°29'52"E	31.05'
L-4	S 49°30'03"E	27.72'
L-5	S 34°37'51"E	24.70'
L-6	S 28°06'45"E	43.47'
L-7	S 22°04'45"E	17.96'
L-8	S 20°13'01"E	128.22'
L-9	S 64°35'03"W	63.79'
L-10	S 62°08'50"W	63.79'
L-11	S 58°58'54"W	71.41'
L-12	S 53°26'44"W	74.81'
L-13	S 50°11'57"W	48.69'
L-14	S 46°16'47"W	65.27'
L-15	S 44°10'02"W	43.92'
L-16	S 42°06'00"W	63.46'
L-17	S 42°02'04"W	69.82'
L-18	S 41°26'46"W	71.59'
L-19	S 41°00'38"W	59.39'
L-20	S 38°17'35"W	62.45'
L-21	S 35°41'03"W	39.63'
L-22	S 35°08'01"W	29.92'
L-23	S 33°17'24"W	35.71'
L-24	S 32°04'03"W	30.66'
L-25	S 30°53'08"W	48.95'
L-26	S 27°34'52"W	35.22'
L-27	S 26°02'28"W	60.77'
L-28	S 25°49'04"W	35.63'
L-29	S 24°06'30"W	70.27'

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 10000 FEET.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, R/W'S, ETC., OF RECORD AND NOT OF RECORD, ABOVE OR BELOW GROUND.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY PRODUCE.

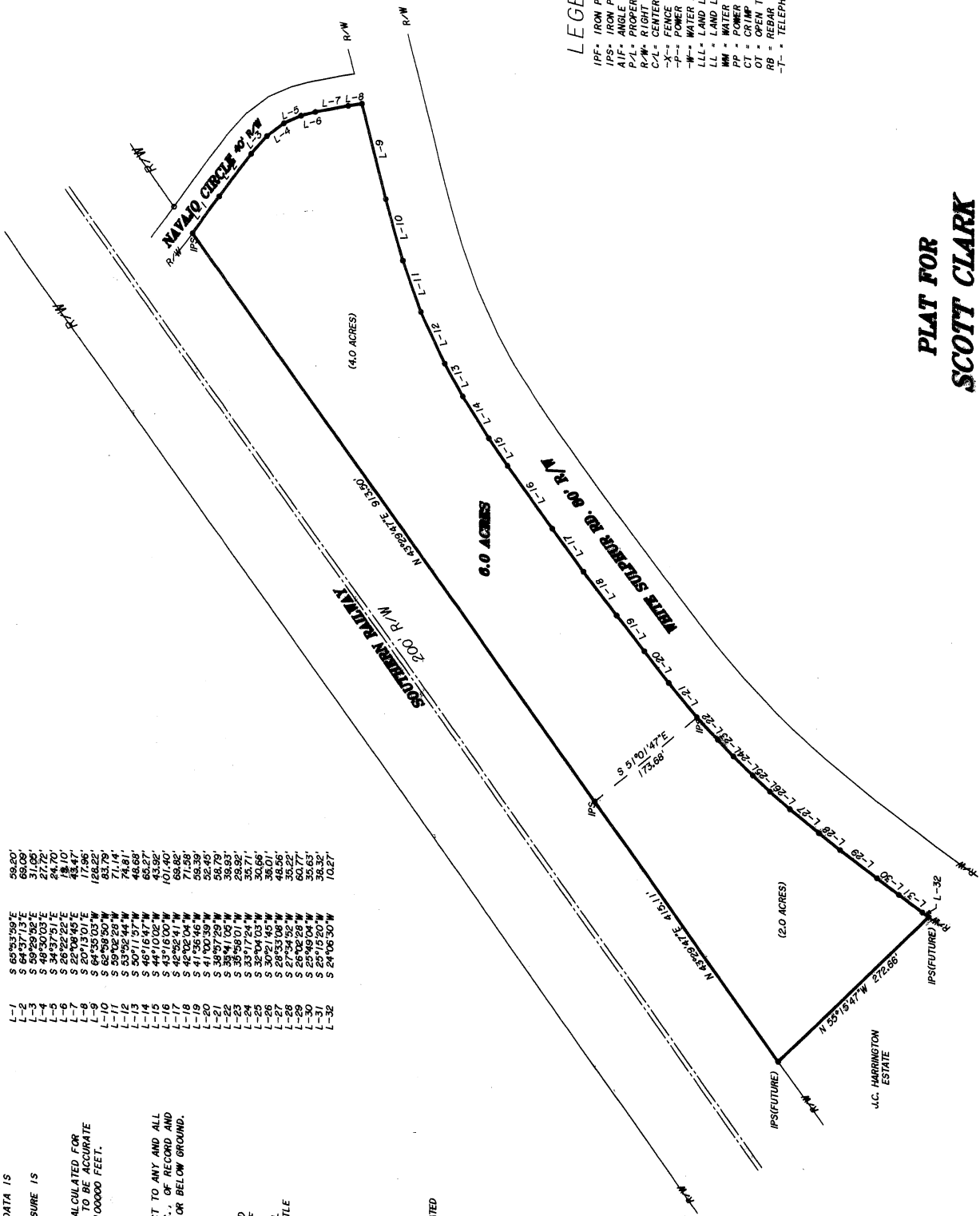
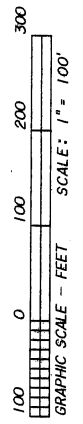
EQUIPMENT USED:
Nikon DTM-450/EDM

TO WHOM IT MAY CONCERN:
THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA.



SURVEYOR:
HENRY G. JARRARD #1182
322 GUN ST. NW, SUITE 3
GAINESVILLE, GA. 30601
PHONE - (770) 534-3421

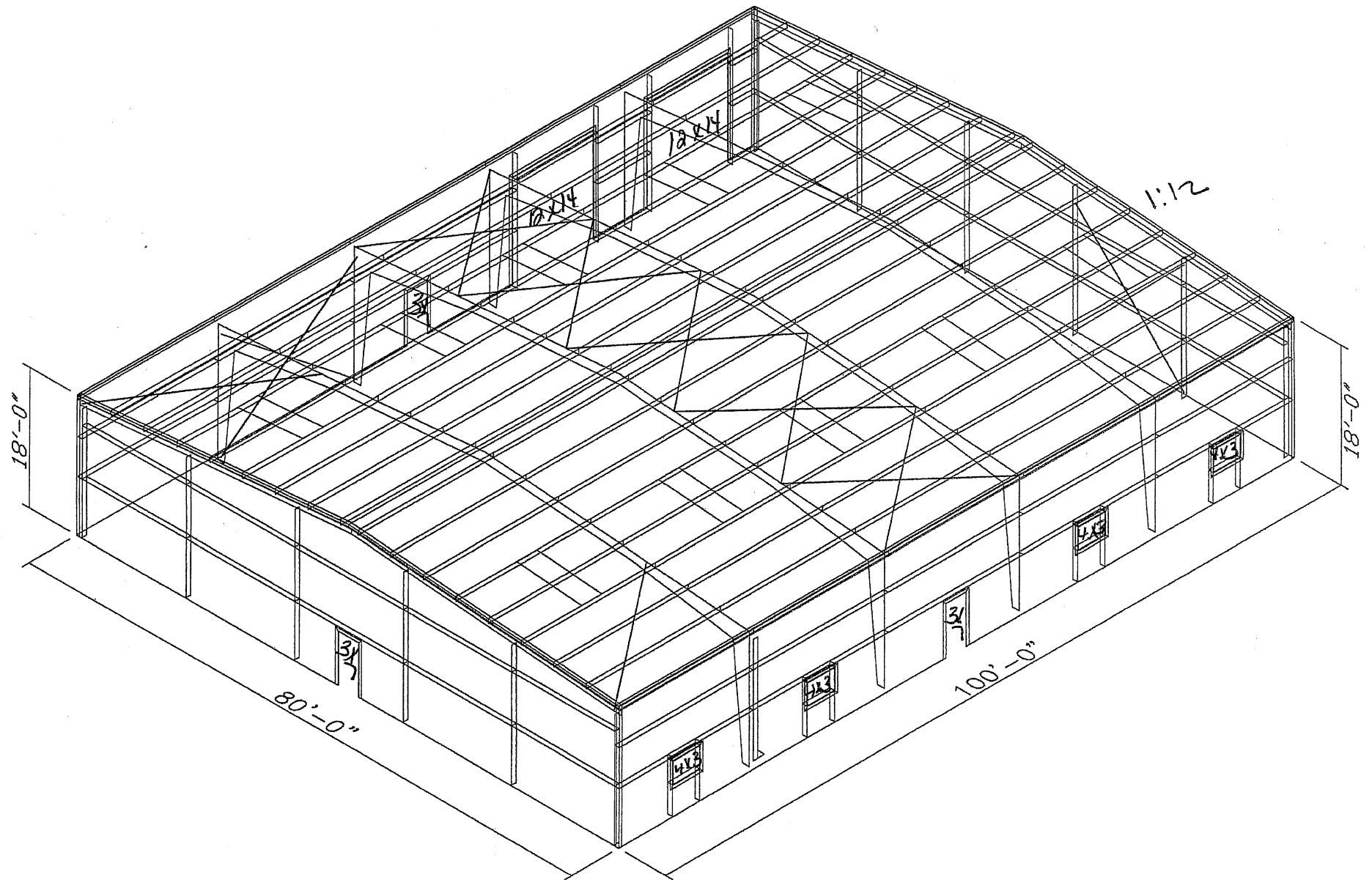
DATE(S) SURVEYED: FEB/07-08/2000
DATE(S) DRAWN: FEB/12/2000
DATE(S) SURVEYED: 10/03/01
DATE(S) DRAWN: 10/09/01
REVISED TO SHOW ADDITIONAL ACRES





NAVAJO CIRCLE
(40' RW)





From: [Denise Jordan](#)
To: [Bryan Lackey](#); [Angela Sheppard](#); [Alisa Grayson](#)
Subject: FW: January 19th City Council meeting
Date: Friday, January 8, 2021 9:34:47 AM
Attachments: [image001.png](#)

FYI...

Denise Jordan, CMC
City Clerk



+1.770.535.6865 x5600
www.gainesville.org

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

From: Matt Tate
Sent: Friday, January 8, 2021 9:19 AM
To: Abbott S. Hayes, Jr. (ash@homlaw.com) <ash@homlaw.com>
Cc: Rusty Ligon <Rligon@gainesvillega.gov>; Denise Jordan <DJordan@gainesvillega.gov>; Gwen Fleming <GFleming@gainesvillega.gov>
Subject: FW: January 19th City Council meeting

Re: January 19th City Council meeting

Abb,

I received the email below from the applicant to withdraw the Nemrod Ovis, LLC annexation request located at 0 White Sulphur Road. According to 9-22-2-15 of the Code a motion will be required with or without prejudice by City Council to allow the withdrawal of the request.

Thanks,

Matt Tate
Deputy Director
Community & Economic Development



311 Henry Ward Way
Gainesville, Georgia 30501
P.O. Box 2496 Gainesville, Georgia 30503

From: sheephuntr@aol.com <sheephuntr@aol.com>
Sent: Wednesday, January 6, 2021 4:01 PM
To: Matt Tate <MTate@gainesvillega.gov>; Matt Tate <MTate@gainesvillega.gov>
Cc: cbraswell@nortoncommercial.com
Subject: Annexation Request

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember: CoG DoIT will never ask for your password or other personal information in email. Use caution with attachments or clicking on links if you are absolutely sure it is legit and safe..*****

Re annexation Request for 0 White Sulphur Rd Tax Parcel 09-113-000-073 and 074

Mr. Tate;

Due to situations that have arisen we request that the Annexation Request referenced above be canceled and removed from the calendar for the January 19, 2021 meeting.

We are copying the owner's broker with this email. Please confirm receipt of our request.

Rex Baker
200 Market Place
Suite 110
Roswell, GA 30075
770-645-9411 EXT 2
CELL 404-626-3300
FAX 770-645-9164

Date Submitted: 12/31/2020

Presenter: Abb Hayes

Item of Business: Request from **Jennifer Walter** to rezone a 0.48± acre tract located on the east side of South Enota Drive, south of Robinhood Trail (a/k/a **522 South Enota Drive, NE**) from Office and Institutional (O-I) to Neighborhood Business (N-B). **Ward Number: Three**. Tax Parcel Number(s): 01-064-002-028. **Request: Retail store.**

- Proposed Zoning Ordinance 2021-05

Meeting Date: 1/19/2021

Purpose of Request:

To conduct a public hearing regarding the following rezoning request as presented at the December 8, 2020 Planning and Appeals Board Meeting:

The applicant is proposing to rezone the subject property to occupy the existing building for the Cosmic Fox Trading Co., LLC retail store. The store offers a variety of spiritually themed goods and literature and will be owner operated with no additional employees. Business hours are Tuesday thru Saturday from 11 a.m. to 6 p.m. The property includes an existing 2,500 square foot building and 13 parking spaces that was previously occupied as a Chiropractors office and counseling office. No changes are proposed to the exterior of the building except for signage and the applicant recently replaced the roof. The surrounding uses include various professional offices, medical offices, retail and restaurant uses within Sherwood Plaza shopping center and single-family homes to the rear off of Vine Street.

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 2021-05:

I move to approve the ordinance to rezone the subject property from Office and Institutional (O-I) to Neighborhood Business (N-B) with one condition as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Rezoning Ordinance 2021-05	Ordinance
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Survey	Backup Material
☐	Picture	Backup Material
☐	Letter of Opposition	Backup Material

LEGAL AD
Gainesville City Council

Publish Wednesday, December 30, 2020
THE TIMES

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, January 19, 2021 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 the **Pamela Eagar** to annex a 0.15± acre tract located on the northwest side of the intersection of Browns Bridge Road and S Smith Road (a/k/a **2834 Browns Bridge Road**) and to establish zoning as General Business (G-B).
Ward Number: Four
Tax Parcel Number(s): 08-015-007-007
Request: No proposed use
- 2) Request from the **Nemrod Ovis, LLC** to annex a 6.07± acres tract located on the southwest side of the intersection of Navajo Circle and White Sulphur Road (a/k/a **0 White Sulphur Road**) and to establish zoning as Light Industrial (L-I).
Ward Number: Two
Tax Parcel Number(s): 09-113-000-073 and 074
Request: Industrial office/warehouse
- 3) Request from the **Jennifer Walter** to rezone a 0.48± acre tract located on the east side of South Enota Drive, south of Robinhood Trail (a/k/a **522 South Enota Drive, NE**) from Office and Institutional (O-I) to Neighborhood Business (N-B).
Ward Number: Three
Tax Parcel Number(s): 01-064-002-028
Request: Retail store

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 Jennifer Walter
Property Owner Lucy Bedelle Nix, Nancy Mae Nix and Ernest G. Nix, Jr.
Location 522 South Enota Drive, NE
Request Rezone from O-I to N-B
Size 0.48± acre
Ward Three
Proposed Use Retail store
Planning Division Staff Recommendation **Approval, with condition**
Planning & Appeals Board Recommendation **Approval, with condition**
Date December 8, 2020

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

The applicant is proposing to rezone the subject property to occupy the existing building for the Cosmic Fox Trading Co., LLC retail store. The store offers a variety of spiritually themed goods and literature and is owner operated with no additional employees. Business hours are Tuesday thru Saturday from 11 a.m. to 6 p.m. The property includes an existing 2,500 square foot building and 13 parking spaces that was previously occupied as a counseling office and a Chiropractors office. No changes are proposed to the exterior of the building except for signage and the applicant recently replaced the roof. The applicant recently relocated her business from Washington Street and does not currently have a valid Certificate of Occupancy or Business License from the 522 South Enota Drive property. The surrounding uses include various professional offices, medical offices, retail and restaurant uses within Sherwood Plaza shopping center and single-family homes to the rear off of Vine Street.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Professional and medical offices; Exterminating business	Office and Institutional (O-I)
South	Georgia Poultry Foundation; Medical Offices; Walgreens	Office and Institutional (O-I)
East	Single-family homes	Residential-I (R-I)
West	Sherwood Plaza Shopping Center; Dollar Tree retail store; Wendy's restaurant	Regional Business (R-B)

▪ **Other Departmental Comments**

There were no departmental comments regarding this request.

▪ **Zoning History**

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

2018 – A request by Atlas Development, LLC to rezone a 1.13± acres tract located at 1351 Park Hill Drive from Residential-II (R-II) to Office and Institutional (O-I) for a medical office was approved with conditions.

2017 – A request by JH Homes, Inc. to rezone a 21.87± acres tract located at 1024, 1030 and 1037 Pearce Way NE; and 0 South Enota Drive NE from Office and Institutional (O-I) to Residential-II (R-II) for 65 residential townhomes was approved with conditions.

2017 – A request by Hanh My Thi Doan for a special use within Office and Institutional (O-I) on a 0.52± acre tract located at 502 South Enota Drive for a nail salon was denied.

2016 – A request by O'Reilly Automotive Stores, Inc. to rezone a 1.29± acre tract located at 1446 Park Hill Drive from Office and Institutional (O-I) to Neighborhood Business (N-B) for an auto parts store was approved with conditions.

2014 – A request by Beehive Homes of Gainesville to rezone a 2.0± acre tract located at 1351 Park Hill Drive from Residential-I (R-I) to Residential-II (R-II) for an assisted living facility was approved with conditions.

▪ **Staff Analysis**

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

The proposed use appears suitable in view of the zoning and development of the adjacent and nearby properties. The subject property contains a small office building constructed in 1970 that is similar in scale with other nearby office and commercial buildings. The property most recently functioned as a counseling office and Chiropractors office. While the east side of South Enota Drive is dominated by office and service uses, commercial uses are within the immediate area including Walgreens, Dollar Tree, Wendy's restaurant and other restaurant uses within the Sherwood Plaza shopping center. Nearby single-family residential uses are located along secondary streets such as Vine Street to the east.

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

The property and exterior of the building are to remain mostly unchanged. Given the limited number of employees and business hours, the proposed use should have minimal effects on the nearby properties. Traffic generated from the retail store should be minimal as no changes to the existing driveway or parking lot are required.

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

It is staff's opinion that the proposed development is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Mixed-Use General* land use category which includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential. The types of non-residential uses that are desirable in this area would include restaurants, specialty retail, and low-intensity office.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Traditional Neighborhoods* Character Area specifically within the *Northern Neighborhoods subarea*. The vision for this area anticipates minimal change, and primary issues within this subarea include incompatible infill development and the threat of encroaching urban sprawl. Commercial encroachment should be minimized and should respect and mirror

the small scale of the surrounding neighborhoods, while the purity of the landscape and quality of housing should be preserved. The area is not a primary destination for business; however, neighborhood serving business development is encouraged. Land uses allowed include low-density and medium-density residential, and mixed-use / commercial.

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

The subject property is zoned Office and Institutional (O-I) which allows for primarily office uses and limited retail in the form of custom order shop with no onsite inventory. The proposed Neighborhood Business (N-B) zoning is the least intense commercial zoning district that permits general retail uses. If the request is denied, the existing structure would retain its ability to be used separately for primarily professional office purposes.

(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 proposed use should cause no excessive or burdensome use of public facilities or services over and above any previous use of the property. The subject property currently utilizes various City services; including police/fire protection, and water and sewer utilities.

The City of Gainesville Fire Station #2 is located approximately 1.8 miles from the subject property off of Cleveland Highway.

Based on the nature of the request, there will be no adverse impacts to the school system.

Access and traffic patterns should remain unchanged. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the proposed use on average could generate 15.5± new trips per weekday.

(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 has functioned as an office for 50 years. The subject property will continue to be used for nonresidential purposes due to the location of Northeast Georgia Medical Center and the need to provide various services to the outlying residential properties. While staff supports the proposed neighborhood scale retail use, more aggressive commercial uses such as a gas station or auto repair shop would be out of character with the immediate area.

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

The proposal reflects a reasonable balance between the promotion of the public health, safety, morality, and general welfare and the right to unrestricted use of property. The proposed use appears to be reasonable given the property's proximity to non-residential and residential uses, as well as the fact that the existing building can be reused for the proposed use with little to no impact to the adjacent uses.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this rezoning request, based on the Comprehensive Plan and the adjacent and nearby mixture of uses.

Condition

The subject property shall be limited to the proposed retail use and those uses permitted within the Office and Institutional (O-I) zoning district.

Excerpts from the December 8, 2020 PAB Meeting Minutes

Applicant Presentation: Jennifer Walter, 2404 Candler Road, stated she is the owner/operator of Cosmic Fox Trading Company and started the business in 2019 after her father passed. Ms. Walter said Cosmic Fox opened at the location on Washington Street and is a place for people to feel welcome, purchase literature and have discussions about life. She would greatly appreciate consideration of the request and will maintain the integrity and beauty of the building which was originally owned by Doctor Nix from the late 1960's. She stated the floors and roof have been replaced, and wants to connect/support the community and make this her forever home.

FAVOR: None

OPPOSE: None

Rebuttal: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval to rezone the subject property from Office and Institutional (O-I) to Neighborhood Business (N-B) with the following condition:

Condition

The subject property shall be limited to the proposed retail use and those uses permitted within the Office and Institutional (O-I) zoning district.

Motion made by Board Member Fleming
Motion seconded by Board Member Simmons
Vote – 5 favor, 2 absent (Martin, Delgado)

Passed: _____

AN ORDINANCE

No. 2021-05

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 0.48± ACRE TRACT LOCATED ON THE EAST SIDE OF SOUTH ENOTA DRIVE, SOUTH OF ROBINHOOD TRAIL (A/K/A 522 SOUTH ENOTA DRIVE, NE) FROM OFFICE AND INSTITUTIONAL (O-I) TO NEIGHBORHOOD BUSINESS, WITH CONDITIONS (N-B-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 **Neighborhood Business, with conditions (N-B-c)**:

Condition

The subject property shall be limited to the proposed retail use and those uses permitted within the Office and Institutional (O-I) zoning district.

Legal Description

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being lot 18 in Block F of Sherwood Heights Subdivision as shown by plat therefore recorded in Plat Book 34 at page 85 in the Office of Clerk of Superior Court of Hall County, Georgia and more fully described as follows:

BEGINNING at an iron pin on the east side of South Enota Drive located 453 feet (measured along the east side the right-of-way of South Enota Drive) south of the intersection of the east side of the right-of-way of South Enota Drive with the southeast side of the right-of-way of Robinhood Trail (formerly Fairview Drive); thence South 72 degrees 06 minutes East 203.5 feet to an iron pin; thence South 17 degrees 11 minutes West 98.4 feet to an iron pin; thence North 72 degrees 25 minutes West 214.2 feet to an iron pin; thence North 23 degrees 20 minutes East 100 feet along the east side of the right-of-way of South Enota Drive to the BEGINNING POINT.

SECTION II.

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

ORDINANCE NO. 2021-05

SECTION III.

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

SECTION IV.

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

SECTION V.

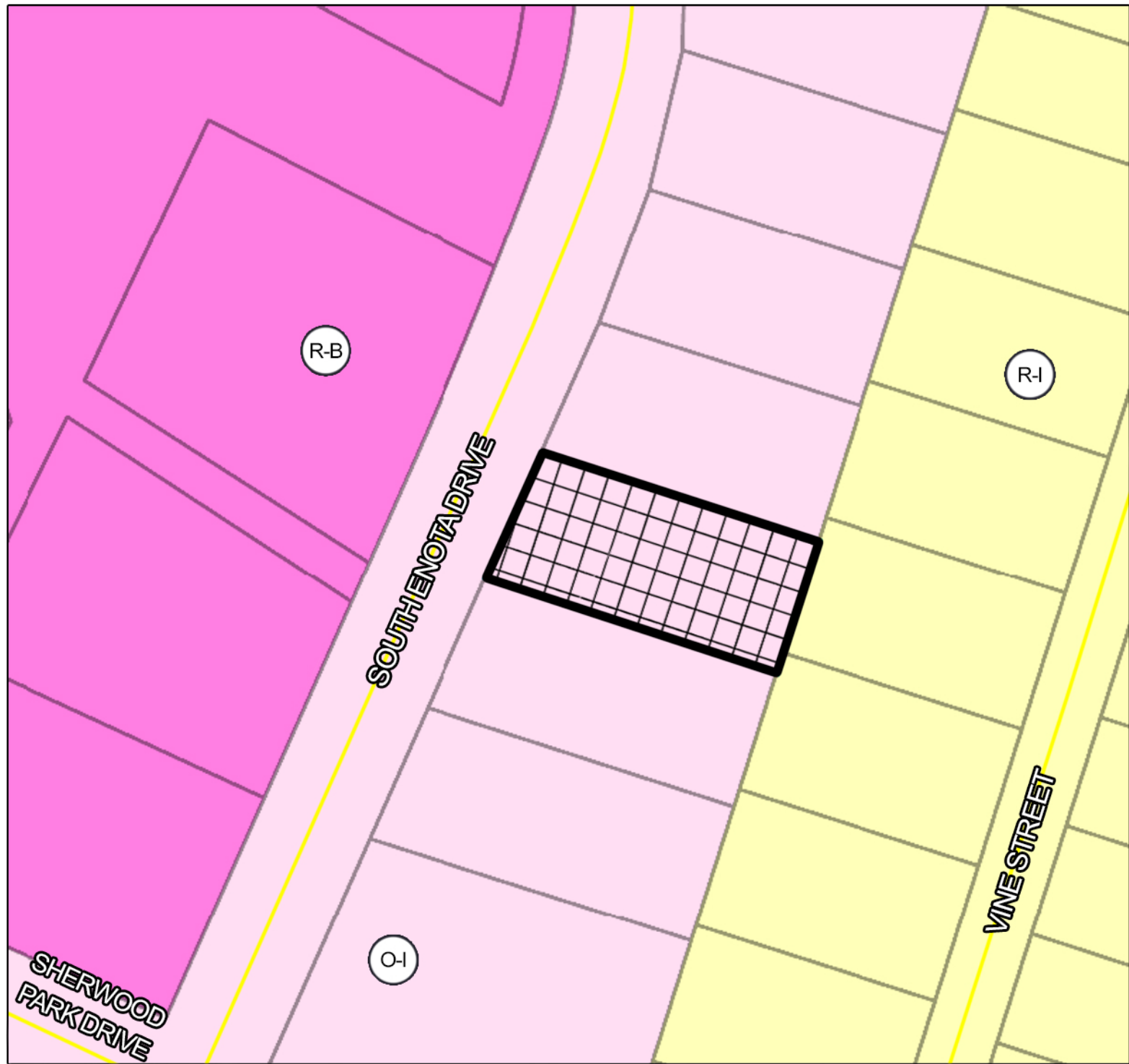
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

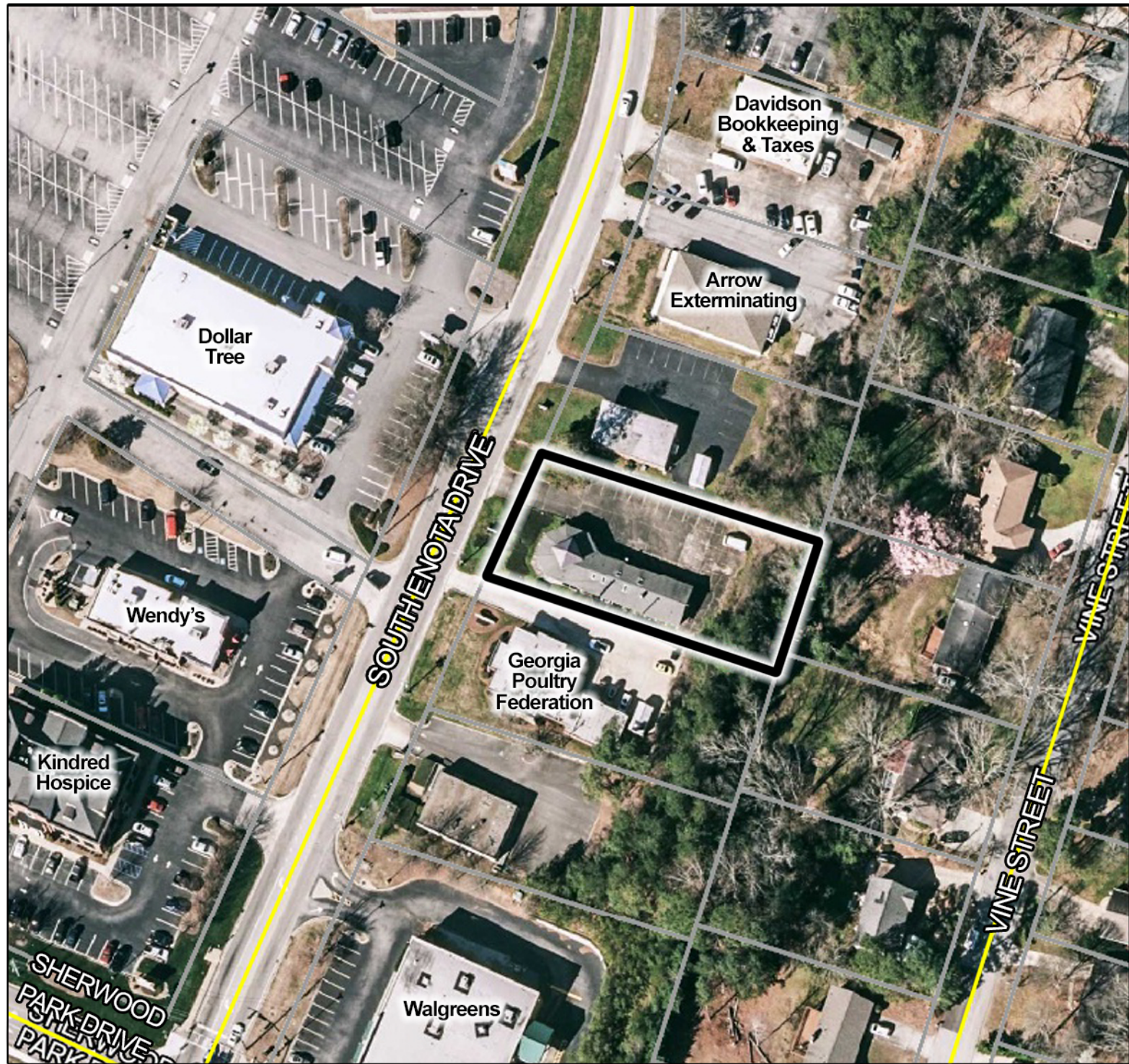
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



Applicant:		JENNIFER WALTER		 Subject Property 
		REZONING REQUEST		
Request:		Rezone a 0.48 +/- acre tract from Office and Institutional (O-I) to Neighborhood Business (N-B)		
Subject Property Address:		Tax Parcel:		 CITY OF GAINESVILLE COMMUNITY AND ECONOMIC DEVELOPMENT
522 South Enota Drive		01-064-002-028		
Meeting Date: 12/8/2020		Map Prepared: 11/12/2020		Page 189 of 194



Applicant:		JENNIFER WALTER		 Subject Property Aerial from 2018
		REZONING REQUEST		
Request:		Rezone a 0.48 +/- acre tract from Office and Institutional (O-I) to Neighborhood Business (N-B)		
Subject Property Address:		Tax Parcel:		 CITY OF GAINESVILLE COMMUNITY AND ECONOMIC DEVELOPMENT 
522 South Enota Drive		01-064-002-028		
Meeting Date: 12/8/2020		Map Prepared: 11/12/2020		Page 190 of 194

To whom it may concern,

Re: 522 South Enota Drive NE Gainesville, GA 30501 (plat attached)

522 South Enota Drive NE, Gainesville, GA, originally an orthodontist office that served the great community of Gainesville from the late 60s until the late 90's; has since been leased out to other office type companies including an Attorney, Family Counseling Center and a Chiropractor.

On this date of October 30, 2020, it is my proposal and dearest wish that 522 South Enota Drive NE be granted a rezoning that will allow for Cosmic Fox Trading Co LLC to conduct business in this beautiful building.

Cosmic Fox Trading Co LLC is a woman owned small business that offers a wide variety of spiritually themed goods and literature. From Christianity to Buddhism. All products contained within Cosmic Fox Trading Co are pure in nature and appeal to support the spiritual growth and well being of our great community for all who wish to shop with us. Some products that we carry include clothing, tapestries, crystals, incense, candles, statues and jewelry. Within one and one half years time, Cosmic Fox Trading Co - original location of 950 Washington Street Suite F in Gainesville, GA, has earned the love and respect of many great residents of Gainesville and other neighboring towns.

The mission of Cosmic Fox Trading Co is to provide a peaceful loving environment where our customers can purchase goods and literature to help support and develop their own unique spiritual journey. Fun fact, Enota itself is a Native American word for "Place for Spiritual Gathering".

Cosmic Fox Trading Co is owner operated with no additional employees. Business hours of Cosmic Fox Trading Co are Tuesday through Saturday from 11am to 6pm. Current retail traffic is trending at usually no more than 2 to 10 patrons inside of our shop at any given time. Maximum number of patrons that Cosmic Fox has ever experienced at one time in the past 16 months was approximately 14 patrons. This was a rare occurrence on a Saturday and has not happened since.

Currently, the property located at 522 Enota is a whole and complete building that requires no infrastructure changes and is only lacking in minor parking lot lighting. In my proposal to rezone this building to allow for my retail store to flourish, I would like to place 4 to 5 soft outdoor lights, facing the parking lot so that my customers will be able to navigate to their vehicles during winter time when it becomes darker earlier than usual. It is my understanding that this would not pose an interference with any neighboring entities as the parking lot is side facing and hidden from the road. Additionally, there is dense greenery between the back lot of 522 Enota and the residential lots that lie behind the building. Additionally, the proposed parking lot lighting would be facing the back side the adjacent building that of which currently supports one flood light on the back left corner.

522 Enota is wheel chair accessible with a ramp. Additionally, the parking lot at 522 South Enota Drive NE has 13 parking spaces which is far more than adequate for the nature of my business and my anticipated traffic at any given time.

Provided that my description is whole and complete, I thank you dearly for your time and consideration. Should you require any additional information, I am more than happy to report back.





Dr. Bill Morrison
Optometrist

Board certified:
Diagnostic &
therapeutic
pharmaceutical agents

Treatment of
anterior eye diseases

Member: American
Optometric Association

Georgia Optometric
Association

Northeast Georgia
Optometric Association

Georgia State Board
of Examiners in Optometry

Gainesville Hall
County Chamber of
Commerce

Speaker & lecturer
locally and statewide



Bill Morrison, O.D.

Gainesville Vision Clinic

*Specializing in family eye care
for over three generations*

- Comprehensive
& unhurried eye
health examinations

- Glaucoma &
cataract testing

- Experienced treatment
of eye infections
& allergies

- Foreign object
removal

- Prescription
eyeglass
& hard-to-fit
contact lenses

- Post-op
cataract care

- Laser Vision
Correction
Pre & Post OP Care

- Over 1000
designer frames
for adults & children

- One-hour service
on most contacts
& eye wear

- On-site optical lab

- Over 8000 contact
lenses in stock

- Disposable,
extended wear,
bifocal & astigmatic
contact lenses

- Contacts that
change your eye color

- No-line bifocals

- Tints, UV filters,
anti-reflective coating

- 24-Hour
emergency care

November 24, 2020

**Gainesville Planning & Appeals Board
P.O. Box 2496
Gainesville, GA 30503**

RE: Request to rezone from Office & Institutional (O-1) to Neighborhood Business (N-B) for a Retail Store.

Dear Members,

I am asking you to please consider voting "No" on this request for the following reasons:

- 1. The only commercial businesses along Enota are Walgreens, Dollar Tree, and Wendy's. The original intent of the Gainesville Unified Land Development Code is to keep this area (O-1) and not commercial.**
- 2. Along Enota Avenue presently are 4 churches, 3 Assisted Living quarters, Enota Elementary School, 30-40 residential homes, and numerous professional offices (dentists, CPA's, dermatologists, allergists, eye doctors, etc). All of these are correctly placed within the Office and Institutional District.**
- 3. When Walgreens was approved several years ago there was a discussion that if Walgreens was approved then any applicant in the future will mention that Walgreens was approved and thus why shouldn't another applicant nearby be approved. That is exactly what is happening now with the applicant Jennifer Walter.**
- 4. In my opinion this precedent must be stopped. We have been in this district since 1982 and certainly don't want it to become commercialized.**

Thank you for your consideration.

Sincerely,

Bill Morrison, OD