



AGENDA

Gainesville Work Session
Thursday, August 2, 2018, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Community Development	Public Hearing Item for the August 7, 2018 Council Meeting Request from REB Land Development, LLC to rezone a 2.744± acres tract located on the northwest side of the intersection of Dawsonville Highway and Lakeshore Drive (a/k/a 621 Lakeshore Drive, NW) from Residential-I (R-I) to General Business (G-B). Ward Number: One. Tax Parcel Number(s): 01-117-004-025. Request: Multi-tenant retail, office and restaurant.	Matt Tate
Community Development	Ordinance: Amend Unified Land Development Code Article 9-20 Entitled Building Regulations	Rusty Ligon / Matt Tate

CITY MANAGER ISSUES

Ordinance: Amend Chapter 1-5 to Establish the Gainesville-Hall County Land Bank	Bryan Lackey
Resolution: Intergovernmental Contract Between the City of Gainesville and Hall County to Create the Gainesville-Hall County Land Bank	Bryan Lackey

MAYOR/COUNCIL ISSUES

Appointment(s): Chattahoochee Golf Course Advisory Committee	Danny Dunagan
Appointment(s): Metropolitan Planning Organization Citizens Advisory Committee	Danny Dunagan
Ex-Officio Report(s)	

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Wednesday, August 1, 2018, 8:07 AM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/23/2018

Presenter: Matt Tate

Item of Business: **Public Hearing Item for the August 7, 2018 Council Meeting**
Request from **REB Land Development, LLC** to rezone a 2.744± acres tract located on the northwest side of the intersection of Dawsonville Highway and Lakeshore Drive (a/k/a **621 Lakeshore Drive, NW**) from Residential-I (R-I) to General Business (G-B). **Ward Number: One.** Tax Parcel Number(s): 01-117-004-025. **Request: Multi-tenant retail, office and restaurant.**

Meeting Date: 8/2/2018

Purpose of Request:

The applicant is proposing to rezone the subject property for the purpose of constructing a multi-tenant retail/office strip center and restaurant. The conceptual plan includes two buildings consisting of a 10,000 square foot multi-tenant building with drive-thru and a 3,500 square foot quick service restaurant building with drive-thru. A right-in/right-out access drive is proposed from Dawsonville Highway and a full access drive is proposed off of Lakeshore Drive near the existing driveway. The property is the current site of the Gainesville Masonic Lodge and is partially wooded. The adjacent uses include single-family homes to the north and west within the Lakeshore Heights subdivision. The properties to the south and east include the Lakeshore Mall and multi-tenant Shell Gas station.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff recommended conditional approval with 7 conditions.

PAB recommended conditional approval with 7 conditions, including an amendment to the conditions to allow for a tire store. See the PAB Recommendation Report for details.

SAMPLE MOTIONS

Approval of Ordinance 2018- :

I move to approve the ordinance to rezone the subject property from Residential-I to General Business with seven 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?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
	Legal Ad	Legal Ad
	PAB Recommendation Report	Report
	Proposed Rezoning Ordinance	Ordinance
	Location Maps	Backup Material
	Narrative	Backup Material
	Survey	Backup Material
	Site Plan	Backup Material
	Elevations	Backup Material
	Traffic Counts	Backup Material
	Emails from Pat Horgan	Backup Material
	Tire Store Photo	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, June 24, 2018
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, July 10, 2018 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **REB Land Development, LLC** to rezone a 2.744± acres tract located on the northwest side of the intersection of Dawsonville Highway and Lakeshore Drive (a/k/a **621 Lakeshore Drive NW**) from Residential-I (R-I) to General Business (G-B).
Ward Number: One
Tax Parcel Number(s): 01-117-004-025
Request: Multi-tenant retail, office and restaurant

**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, August 7, 2018 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **REB Land Development, LLC** to rezone a 2.744± acres tract located on the northwest side of the intersection of Dawsonville Highway and Lakeshore Drive (a/k/a **621 Lakeshore Drive NW**) from Residential-I (R-I) to General Business (G-B).
Ward Number: One
Tax Parcel Number(s): 01-117-004-025
Request: Multi-tenant retail, office and restaurant

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

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

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant REB Land Development, LLC
Property Owner Gainesville Masonic Lodge
Location 621 Lakeshore Drive NW
Request Rezone from R-I to G-B
Total Acres 2.744[±] acres
Ward One
Proposed Use Multi-tenant retail, office and restaurant
Planning Division Staff Recommendation **Approval, with conditions**
Planning and Appeals Board Recommendation **Approval, with conditions**
Date July 10, 2018

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

The applicant is proposing to rezone the subject property from Residential-I (R-I) to General Business (G-B) for the purpose of constructing a multi-tenant retail/office strip center and restaurant. The property is located within the Gateway Corridor Overlay Zone and is the current site of the 7,200[±] square foot Gainesville Masonic Lodge built in 1962. The property is partially wooded and contains an access driveway on Lakeshore Drive.

The conceptual plan includes demolishing the existing Masonic Lodge building for the redevelopment of a 10,000 square foot multi-tenant building with drive-thru and a 3,500 square foot quick service restaurant building with drive-thru. Most of the site will be graded and lowered to street level which will require a retaining wall to be constructed along the westerly side of the property.

A 20-foot wide vegetated buffer is proposed along the north and west property lines adjacent to the residential zoning. In addition, there is an existing 60-foot wide unopened, wooded right-of-way area located along the north property line boundary that will remain undisturbed. Access, in the form of a right-in/right-out drive, is proposed from Dawsonville Highway and a full access drive is proposed off of Lakeshore Drive near the existing driveway. There is currently a full access, signalized intersection at Lakeshore Drive/Dawsonville Highway.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family homes (Lakeshore Heights Subdivision)	Residential-I (R-I)
South	Lakeshore Mall; Little & Davenport Funeral Home	Regional Business (R-B) Office and Institutional (O-I)
East	Shell gas station/strip mall; Single-family home	General Business (G-B) Residential-I (R-I)
West	Single-family home	Residential-I (R-I)

Other uses within the immediate area include Gainesville High School, Longwood Park and numerous retail shopping centers. Lake Lanier is located approximately 700 feet to the north.

▪ **Other Departmental Comments**

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

The Gainesville Public Works Department reserves the right to require a traffic impact study from the applicant depending on the proposed tenants and projected traffic counts as the actual tenants are unknown at this time. A copy of GDOT's written approval of the proposed right-in/right-out on SR 53 shall be provided to the City. In addition, written confirmation from GDOT shall be provided for any required intersection/signal improvements at the intersection of Lakeshore Drive and SR 53.

▪ **Zoning History**

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

2018 – A request by John Harris to rezone a 5.73± acres tract located at 1331 Lanier Valley Drive from Residential-II (R-II) and General Business (G-B) to General Business (G-B) zoning for a non-profit residential facility was approved with conditions.

2018 – A request by Lake 53, LLC to rezone a 6.227± acres tract located at 1995 Dawsonville Highway from General Business (G-B) to Planned Unit Development (P-U-D) zoning for 79 residential condominiums and office space was conditionally approved.

2017 – A request by Masy Seng to annex a 0.19 ± acres tract with a zoning of General Business (G-B) located at 593 and 597 Shallowford Road was conditionally approved for a donut shop.

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

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

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

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

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

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

▪ **Staff Analysis**

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

The subject property is 2.744± acres in size and is located at the northwest corner of Dawsonville Highway and Lakeshore Drive. The adjacent properties are diverse as they contain both residential and non-residential uses and zoning districts. Considering the fact that Lakeshore Mall sits directly across from the property, office and commercial uses could be considered as a redevelopment opportunity for the subject tract.

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

The property has functioned as a non-residential use for approximately 56 years as the Masonic Lodge. The proposal is consistent with nearby commercial development but is more aggressive than what presently exists on the property. Therefore, careful consideration should be given to protecting the adjacent Lakeshore Heights neighborhood to address access, noise, light, buffers and environmental impacts. While much of the traffic will consist of pass-by trips from patrons traveling on Dawsonville Highway, increased turning movements will occur on Dawsonville Highway and Lakeshore Drive. As well, the environmental protection of nearby Lake Lanier and Longwood Cove is critical.

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

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

According to the Character Area map for the City of Gainesville, the subject property is located within the *Longwood Cove* Character Area. Future development or redevelopment of Longwood Cove must consider the presence of the lake and extend its character further inland. Other aging strip commercial centers like Washington Square and Gainesville West could be

redeveloped as mixed-use with mixed-income residential to expand the city's quality affordable housing inventory. However, taming John Morrow Parkway traffic and increasing walkability are essential for any successful residential development. Redeveloping underutilized land and buildings may enable commercial / residential growth. *Land uses allowed in Longwood Cove are medium-density residential, multi-family residential, mixed-use, commercial, public / institutional, and parks / recreation / conservation.*

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

The subject property is zoned Residential-I (R-I) which is primarily limited to single-family uses. The property contains the Masonic Lodge which is considered a grandfathered, legal non-conforming use. The proposal seeks to rezone the property to General Business (G-B) which is a similar zoning as the adjacent property to the east. Development of the property for single-family purposes does not seem practical given that it fronts a commercial corridor and directly across from Lakeshore Mall. The established single-family properties that back up to Dawsonville Highway to the west of the subject tract appear to be less conducive for future commercial development.

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

The subject property currently utilizes City water and sewer services and there is sufficient capacity to serve the development.

Existing public safety services respond to the subject property and nearby properties. Gainesville Fire Station #1 is located approximately 1.5 miles from the property.

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 proposal on average could generate $2,180 \pm$ new trips per day, $256 \pm$ A.M. and 216 P.M. peak hour trips. The calculations were based on a specialty retail center and a fast food restaurant with drive through window. If approved, a full traffic study may be required for the development prior to a building permit being issued depending on the actual occupancy of the buildings. The applicant proposes a right-in/right-out driveway on Dawsonville Highway and a full access driveway on Lakeshore Drive that would utilize the existing signalized intersection at Dawsonville Highway.

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

The subject property is planned for a mixture of uses that may include residential, office and commercial. The proposed use will serve as a neighborhood scale retail center which has direct access to the Lakeshore Heights neighborhood. If approved, staff is recommending development restrictions and limitations on certain uses that could have a negative impact on the neighborhood.

Historically, Lakeshore Mall has served as the center of commercial growth for surrounding properties. Much of the newer commercial development has shifted further west along Dawsonville Highway, while limited development has occurred near the intersection of John Morrow Parkway and Washington Street.

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

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

▪ **Staff Recommendation**

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

Conditions

1. The proposed development shall be generally consistent with the concept plan and architectural elevations provided with this rezoning application and shall meet the Architectural Design Standards within Chapter 9-9-5 of the Unified Land Development Code.
2. Prohibited uses for the subject property shall include motels or hotels, group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. With the exception of relocating the existing Lakeshore Heights subdivision sign, the property shall be limited to one multi-tenant monument style sign along Dawsonville Highway. An LED electronic message board is not permitted. In addition, one non-illuminated directional sign may be permitted at the driveway entrance on Lakeshore Drive not to exceed 4 square feet in size.
4. A minimum 35-foot wide evergreen natural and/or planted buffer shall be provided adjacent to the single-family property to the west. A minimum 20-foot wide evergreen natural and/or planted buffer shall be required adjacent to the unopened right-of-way to the north. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.
5. 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.

6. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and shall be limited to Dawsonville Highway and Lakeshore Drive. 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.
 7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.
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Excerpts from the July 10, 2018 PAB Meeting Minutes

Property Owner Presentation: Ron Farmer, 4507 Arlington Court, current President of the Gainesville Masonic Lodge stated it was chartered in 1857 and was relocated to the current location in 1962. Membership had declined over the years and they need to restructure to remain viable in Gainesville. The decision to sell the current property was not made lightly as it had been discussed for many years and to ensure the Gainesville Lodge will continue to be active and serve the community for many generations to come.

Applicant Presentation: Rock Baker, 727 Lindsay Baker Court, managing member of REB Land Development, LLC stated the Masonic Lodge would like to move into a central area and build a new facility, noting the current property would be better utilized for commercial development. Even though the subject property was zoned Residential-I, it was never utilized as residential and has always been the Masonic Lodge. The traffic counts on Dawsonville Highway now exceed over 37,500 cars per day so it truly is a commercial corridor. The Masonic Lodge does not look as good as it once did and with the right redevelopment of the property it could be a big improvement over what is there currently with the right architecture and landscaping. Mr. Baker asked for a tire store to be allowed on the property as he is negotiating with Firestone which would build a very nice structure including stacked stone and brick, with nice awnings and landscaping. A picture of the type of store Firestone would like to construct if rezoning is approved was shown on the Power Point Presentation. Mr. Baker stated he had a neighborhood meeting and complimented those in attendance as they had an open mind to the proposal with no preconceived notions who felt he would do a good job for the neighborhood with the redevelopment.

FAVOR: Pat Horgan, 1004 Lakemont Drive, stated the request was confusing since the Masonic Lodge is located in a commercial building on a residential lot in a residential neighborhood. Most people in the neighborhood do not want rezoning and feel the entrance to a long standing residential subdivision should not be converted to commercial. They also felt the rezoning of existing residential property to commercial was not a good practice. However, he stated the neighborhood understands the Masonic Lodge situation is unique, a residential solution may not be attractive, and that commercial development may be inevitable on the subject property and they would like to have a voice if it does go commercial. They met with the developer and was impressed with his quality, flexibility and integrity and felt he was an excellent developer. Even so, Mr. Horgan was still concerned about the type of use on the property and the traffic it would bring. He stated there would be dysfunctional traffic access as cars going towards the City making a left hand turn onto Lakeshore Drive and then making

another left hand turn into the proposed development may be hindered by Lakeshore Drive traffic waiting at the intersection to turn and inevitably blocking the intersection. This is the same issues happening with drivers trying to turn left into Freddy's and Pueblos at the corner of Ahaluna Drive and it causes traffic to stop in the intersection. Some people may use the main exit from the development directly onto Dawsonville Highway and go about 100 feet and make a U-turn which would keep traffic off Lakeshore Drive but still is not a good plan, noting traffic from the Shell station does this as well if they need to go east on Dawsonville Highway. Adding more right turn traffic at the intersection will exacerbate the problem. Traffic volume will determine if there will be problems at the intersection and traffic volume is influenced by the type of retail tenant. A fast food restaurant with a drive-thru as proposed has the highest traffic volume in retail. Small transactions require high volume and often into late at night and seems like a poor choice to place at a problematic intersection. He felt some good examples for commercial businesses which would generate less traffic would be 9 to 5 offices, banks, medical clinics, and specialty food stores. In conclusion, Mr. Horgan stated that while they wish to preserve the neighborhood, if the City elects to rezone anyway, they favor the proposed developer. He asked the City to address the potential traffic and safety issues and promote high end, low traffic tenants for the area.

Clyde Morris, 2375 Whippoorwill Lane, stated he was representing the Lake Lanier Association (LLA) and was also Chairman of the Sedimentation & Erosion Control Committee whose goals are to find ways to protect Lake Lanier so that it stays clean, safe and full. They are trying to establish a program to get developers in the Lake Lanier area to endorse to help protect Lake Lanier from sedimentation such as was experienced in Longwood Cove many years ago when Lakeshore Mall and other structures were constructed. Several million dollars have been spent during the last decade to dredge out that cove and they want to protect it. Although he does not expect this particular development to create that much sedimentation, any sedimentation or pollutants going into the lake is something they want to avoid. Mr. Morris stated he had a conversation with the developer about these goals in respect to developing the subject property and Mr. Baker gave him authority to disclose his verbal commitment of his intention to sign a written pledge with the LLA for certain specific steps to be taken before any dirt is turned on the property if rezoning is approved. The LLA was not concerned with the use of the property but only wanted to protect the lake and has received verbal assurances from the developer that he has every intention of protecting the lake which will greatly benefit everyone.

OPPOSE: Troy McGraw, 1059 Lakemont Drive, stated he lives in the cul-de-sac and was concerned with the type of tenants in the existing gas station and multi-tenant building at the opposite corner which is also zoned General Business. They have things that are conducive to drug use and was concerned about the element that hangs around that type of business. He found drug paraphernalia in the cul-de-sac with packaging that is displayed in the convenience store. He understood the applicant was not proposing anything like that but he did not want to see any other businesses which would negatively impact the neighborhood and bring that kind of element to the area.

Chairman Carter stated there are proposed conditions of zoning which would prohibit certain uses on the subject property in an effort to discourage the type of concerns Mr. McGraw referenced.

Tom Spraley, 792 Lakeshore Drive, stated the serious problem with traffic on Dawsonville Highway has been reported in the newspaper a number of times and considerations have been made to deal with the traffic. Most of the traffic at the Lakeshore Drive intersection is coming into town from new developments to the west. He agreed with Mr. Horgan that a fast food

restaurant with drive-thru would increase traffic and exacerbate the problem. The proposed use of the current driveway at the Masonic Lodge would also create a problem as he currently waits three or four minutes at the intersection before the traffic signal changes. He objects to the type of development that would create a lot more traffic, as well as any access on Lakeshore Drive, noting he would rather see a doctor's office or bank at the location.

Mandy Harris, 1459 Douglas Drive, stated there are six ingress/egress access points from Pearl Nix Parkway to Nix Drive and nine access points from Beechwood Boulevard to McEver Road. The proposed development would add two more access points making it almost the same number of access points as from Beechwood to McEver. There is continuous weaving back and forth with drivers changing lanes along Dawsonville Highway trying to get around while others are just trying to drive straight through. With two proposed fast food restaurants, it would cause the same problem as with the McDonalds access as drivers pull out and block the turn lane waiting until the traffic light changes and someone will let them over to go on into town. She asked the Board to consider that while the picture of the tire store looks nice now, and would be better than a fast food drive-thru, it may not always be there like the Pollo Tropical building on down the road which was only there for about a year and now sits empty.

Michael Proulx, 1260 Lakeshore Circle, appreciated the property owner's situation and what they want to do with the property and he understood that commercial development is part of the City's plan for the corridor. He agreed with Mr. Morris' comments and would like to see a more proactive environmental plan for the development. One and a half years after the development of the Northlake Square, the cove where he lives and the feeder streams are choked with silt, noting there is a houseboat half buried in silt which was not like that a year ago. The silt had to come from new construction and it should be seriously considered and managed. He complained how the green space behind the businesses from the mattress store to Home Depot was buried in trash and the fence was falling in places which he understood was a code enforcement issue. The businesses are also having garbage picked up at 4:00 to 5:00 in the morning so he was concerned with the close proximity of the dumpsters to the existing residential houses as shown on the concept plan. He asked the Board to consider all that has been said as they try to learn how to live in a neighborhood behind commercial businesses and balance that with what the City would like to see along the corridor, noting Gainesville should not try to be like Buford.

Glenda Pierce, 749 Sunset Boulevard, stated all traffic leads to Dawsonville Highway or so it seemed to her. She uses Nix Drive to go west on Dawsonville Highway but Sunset Boulevard and Nix Drive have to get onto the narrow Lakeshore Drive to go to the traffic light in order to turn left on Dawsonville Highway since you can no longer turn left out of Nix Drive. She lives behind Home Depot and hears heavy equipment running all night even though they are not supposed to do any of it in the early morning hours. She stated the traffic light at the Lakeshore Drive intersection has a long wait time and something has to be done about the traffic on Dawsonville Highway.

DeDe Forrester, 998 Lakeshore Drive, stated she has lived in the neighborhood since 6th grade and loved it so much she decided to build her home there. She too hears the trash cans banging and vacuums going through the night but her biggest concern was the tremendous amount of traffic the proposal would cause, noting the gas station was not as bad since they have an outlet onto the highway and felt if the proposal only had an outlet on the highway it would be a little better. The neighborhood was not as safe as it used to be because of all the developments coming in along the highway because people walk through neighborhood to get to the mall or the convenience store and has become a safety issue. She did not want to add to

the existing problems as it is already hard to get in and out of the neighborhood which felt like it was being sucked into the developments all around them.

Planning and Appeals Board Comments: Vice-Chair Fleming asked about the requirement of a traffic impact study as noted in proposed condition 5. Planning Manager Matt Tate stated the Public Works Department would determine whether a traffic study would be required based on the tenant; and out of that study, there may be specific improvements required which would include coordination between the developer, Public Works, and Community Development staff. He stated that would all hinge on what the Georgia Department of Transportation (GDOT) would require as well since they would have to permit access points, deceleration lanes, sidewalks, etc. Mr. Tate stated if the end user turns out not to be a quick service restaurant but an office instead, it may not require a traffic study because it would generally create less traffic.

Board Member Thompson asked about revising proposed condition 2 to include a tire store. Planning Manager Matt Tate stated Mr. Baker had contacted him about allowing a tire store at this location so he crafted some language to add to the condition in case the Board wanted to allow a tire store. The additional language was as follows: "Upon review and approval of the Community Development Department Director, a tire store may be permitted that meets or exceeds the architectural standards shown on the tire store picture provided by the applicant which shall be made a part of this zoning ordinance. No outside storage of tires shall be permitted."

Mr. Tate stated the referenced picture was the one shown on the Power Point Presentation.

There was a motion to recommend conditional approval to rezone the subject property from Residential-I (R-I) to General Business (G-B) for multi-tenant retail, office and restaurant uses with the following conditions, including an amendment to condition 2:

Conditions

1. The proposed development shall be generally consistent with the concept plan and architectural elevations provided with this rezoning application and shall meet the Architectural Design Standards within Chapter 9-9-5 of the Unified Land Development Code.
2. Prohibited uses for the subject property shall include motels or hotels, group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. Upon review and approval of the Community Development Department Director, a tire store may be permitted that meets or exceeds the architectural standards shown on the tire store picture provided by the applicant which shall be made a part of this zoning ordinance. No outside storage of tires shall be permitted.
3. With the exception of relocating the existing Lakeshore Heights subdivision sign, the property shall be limited to one multi-tenant monument style sign along Dawsonville Highway. An LED electronic message board is not permitted. In addition, one non-illuminated directional sign may be permitted at the driveway entrance on Lakeshore Drive not to exceed 4 square feet in size.

4. A minimum 35-foot wide evergreen natural and/or planted buffer shall be provided adjacent to the single-family property to the west. A minimum 20-foot wide evergreen natural and/or planted buffer shall be required adjacent to the unopened right-of-way to the north. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.
5. 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.
6. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and shall be limited to Dawsonville Highway and Lakeshore Drive. 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.
7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.

Motion made by Board Member Martin

Motion seconded by Board Member White

Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2018-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 2.744± ACRES TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF DAWSONVILLE HIGHWAY AND LAKESHORE DRIVE (A/K/A 621 LAKESHORE DRIVE, NW) FROM RESIDENTIAL-I (R-I) TO GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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

SECTION I.

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

Conditions

- 1. The proposed development shall be generally consistent with the concept plan and architectural elevations provided with this rezoning application and shall meet the Architectural Design Standards within Chapter 9-9-5 of the Unified Land Development Code.**
- 2. Prohibited uses for the subject property shall include motels or hotels, group homes, crisis centers, adult novelty stores, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, gas station/convenience store, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. Upon review and approval of the Community Development Department Director, a tire store may be permitted that meets or exceeds the architectural standards shown on the tire store picture provided by the applicant which shall be made a part of this zoning ordinance. No outside storage of tires shall be permitted.**
- 3. With the exception of relocating the existing Lakeshore Heights subdivision sign, the property shall be limited to one multi-tenant monument style sign along Dawsonville Highway. An LED electronic message board is not permitted. In addition, one non-illuminated directional sign may be permitted at the driveway entrance on Lakeshore Drive not to exceed 4 square feet in size.**

ORDINANCE NO. 2018-____

- 4. A minimum 35-foot wide evergreen natural and/or planted buffer shall be provided adjacent to the single-family property to the west. A minimum 20-foot wide evergreen natural and/or planted buffer shall be required adjacent to the unopened right-of-way to the north. The location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
- 5. 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.**
- 6. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and shall be limited to Dawsonville Highway and Lakeshore Drive. 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.**
- 7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Legal Description

All of that lot, tract or parcel of land in the City of Gainesville, Hall County, Georgia and being on the Northwest side of State Highway Number 53 and described as follows:

Beginning at the intersection of Lakeshore Drive at Georgia State Highway Number 53 and running thence along the Southwest side of Lakeshore Drive North 30 degrees 45 minutes West 300 feet to an iron pin; thence a 40 degree curve along said Lakeshore Drive a distance of 110 feet to the intersection of Lakeshore Drive and Sunset Boulevard; thence along Sunset Boulevard a 45 degree curve 162 feet to an iron pin; thence along said Sunset Boulevard South 62 degrees 57 minutes West 195 feet to an iron pin corner at the property of E.E. Samples; thence along the Samples' property South 34 degrees 30 minutes East 314 feet to an iron pin on State Highway 53; thence North 59 degrees 00 minutes East 55.04 feet along State Highway 53 and thence continuing along the Northwest side of State Highway Number 53 a curve of 02 degrees and 83 minutes 304.61 feet to the beginning iron pin corner.

The above described property is the property deeded to the party of the First Part by Mrs. Pearl Grace Nix on 6/30/1956 and recorded in Hall county Georgia Deed Record Book Number 209 Pages 329-330.

The above described property is also shown by a plat by George D. Newton, Georgia Registered Surveyor Number 751, dated May 28, 1956, and showing the said area to be 2.744 acres. Said plat is by reference made a part of this conveyance.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

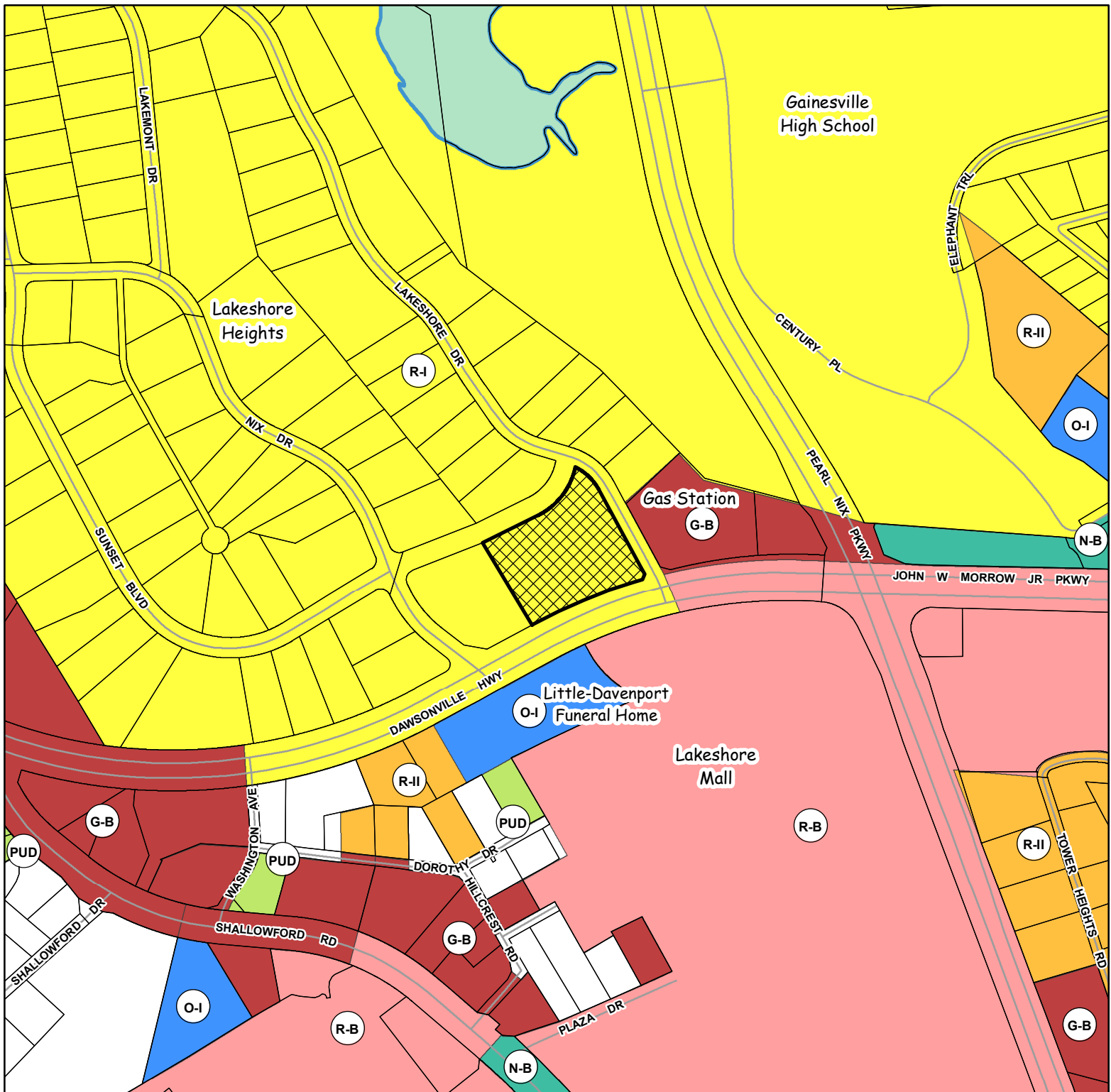
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk



Applicant:

REZONING REQUEST

REB LAND DEVELOPMENT, LLC



Request:

Rezone 2.744+/- acres from Residential-I to General Business for multi-tenant retail, office & restaurant

Subject Area Address:

621 Lakeshore Drive, NW

Meeting: 7/10/2018

Prepared: 6/11/2018

Gainesville Community Development Department



Subject Property

0 240 480 720 960 Feet

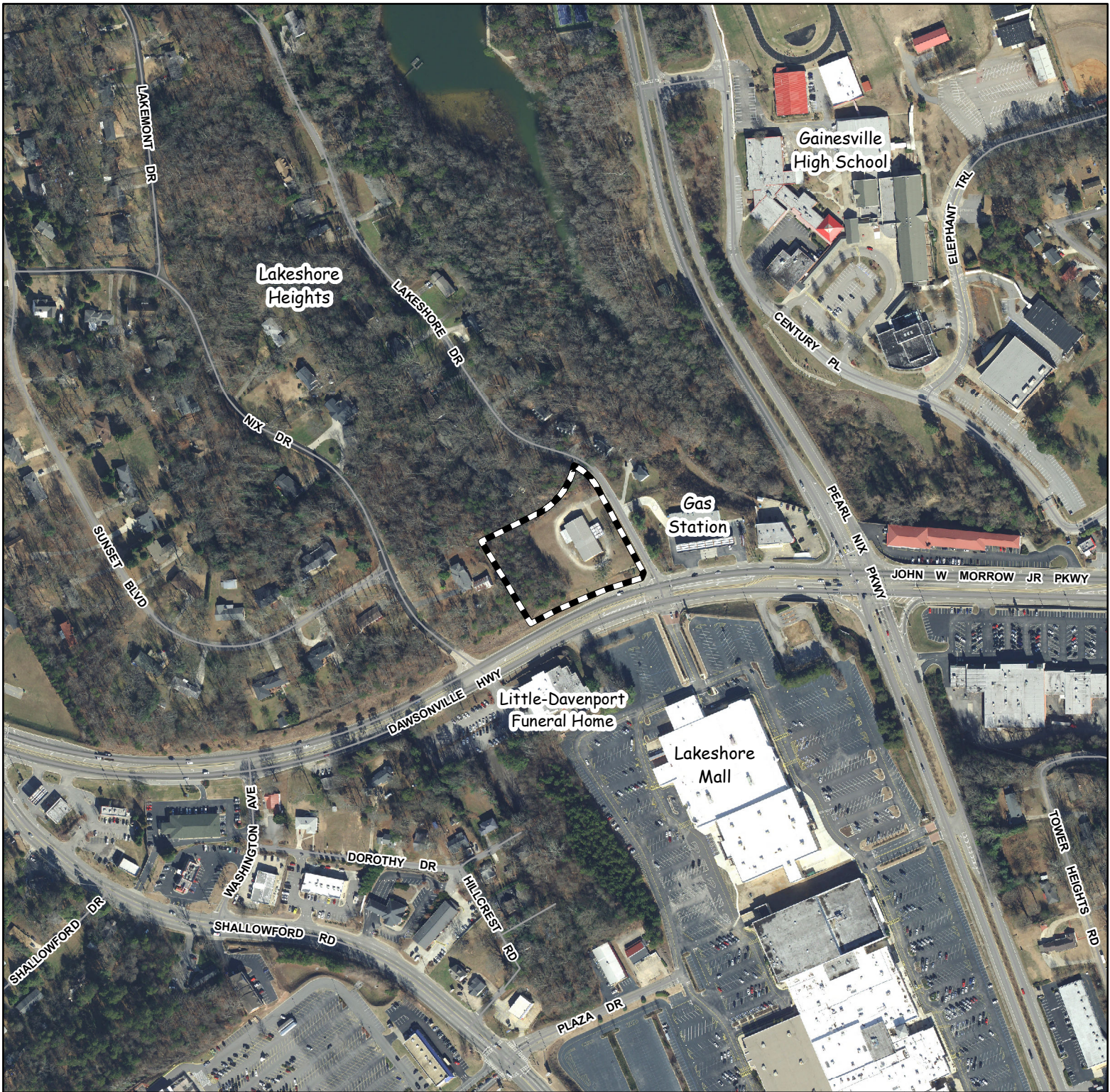


1" = 400'

Tax Parcel:

01-117-004-025

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Applicant:

REZONING REQUEST

REB LAND DEVELOPMENT, LLC



Request:

Rezone 2.744+/- acres from Residential-I to General Business for multi-tenant retail, office & restaurant

Subject Area Address:

621 Lakeshore Drive, NW

Meeting: 7/10/2018

Prepared: 6/11/2018

Gainesville Community Development Department



Subject Property

Aerial is from 2015

0 240 480 720 960 Feet



1" = 400'

Tax Parcel:

01-117-004-025

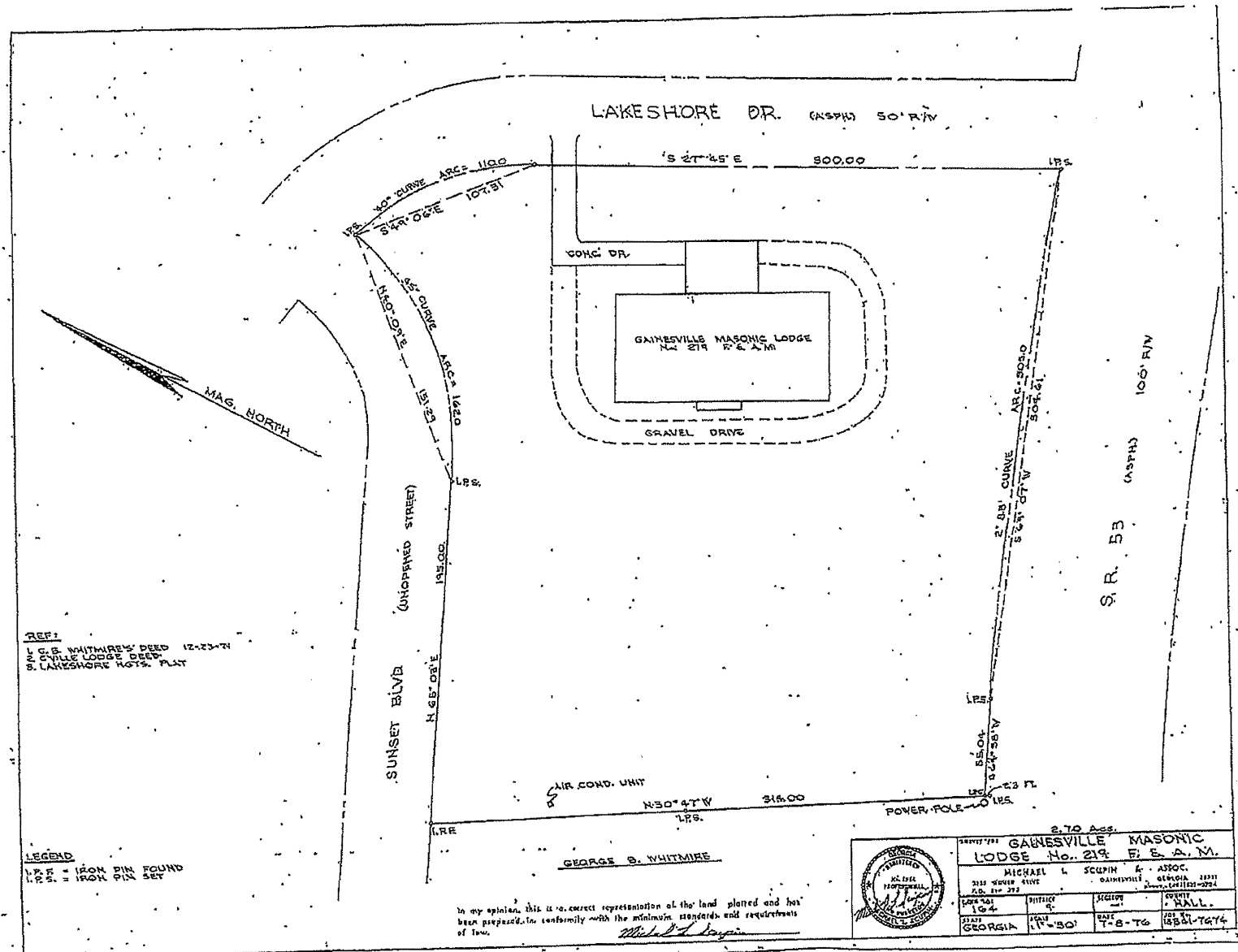
NARRATIVE REPORT

SITE: 621 LAKESHORE DRIVE, GAINESVILLE, GA 30501

The MASONIC LODGE and REB LAND DEVELOPMENT, LLC respectfully requests rezoning from the current R-1 to Commercial (GB). The proposed development will include a standalone quick service restaurant and an approximately 10,000 square foot retail and restaurant building on 2.744 acres. The overall development will be superior to the existing commercial area in terms of architecture, building materials and landscaping. Both proposed buildings will use high quality materials for an aesthetically pleasing visual look. Materials such as stacked stone, exposed aggregate for sidewalks, upscale/sophisticated color blends, nice awnings, molding, etc. The abundant landscaping will be environmentally friendly using river rock, trees, shrubs and vegetation that will compliment the building designs and blend nicely with the surrounding areas. The buildings and landscaping will use LED lighting that is visually pleasing at night.

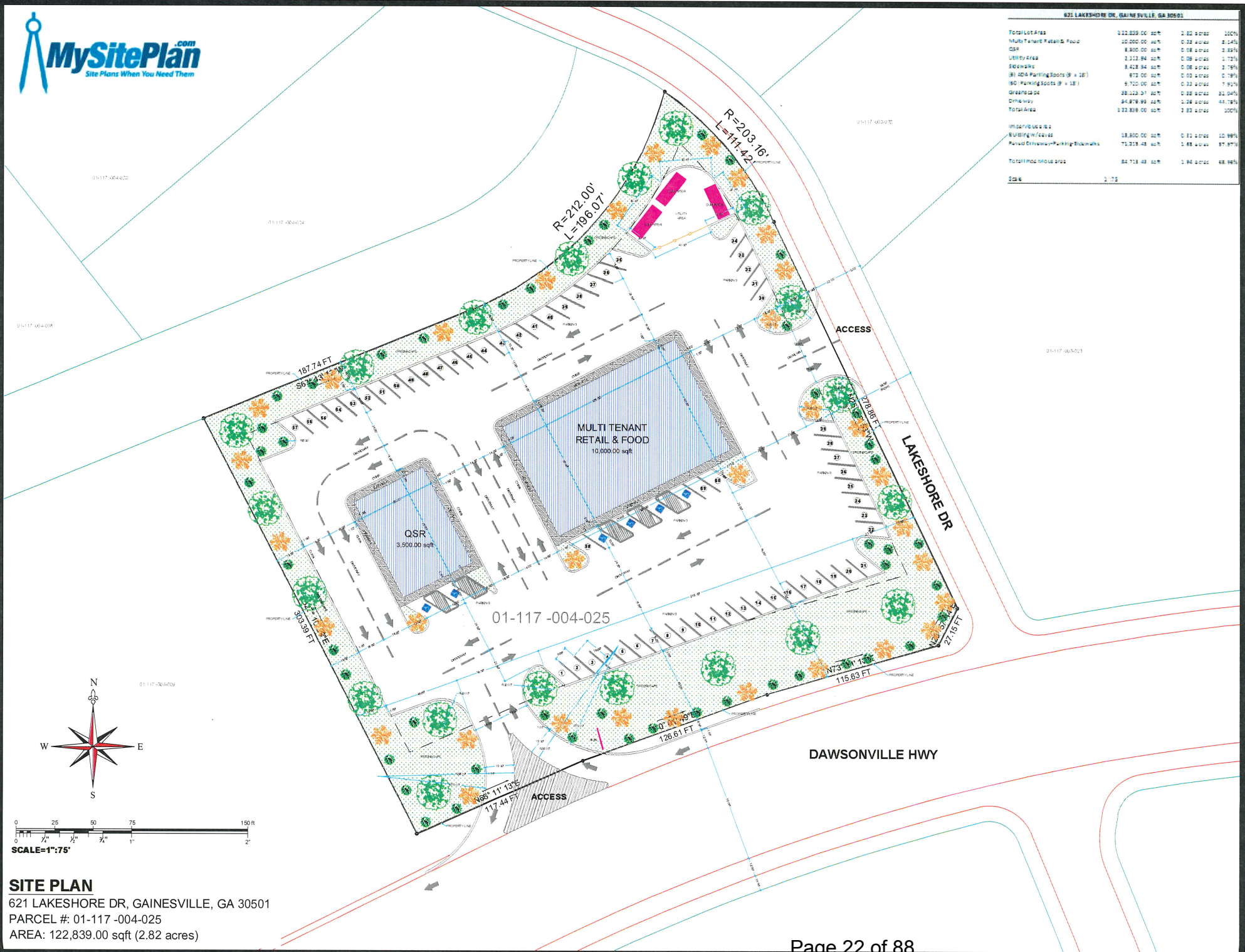
GDOT has given written approval for a right-in/right-out on Hwy 53 which should accommodate the vast majority of traffic entering and existing the site.

This rezoning will allow for the upscale redevelopment from the existing structure which was built more than 50 years ago and is no longer functional for the Masonic Lodge membership and their activities for contributing to the local community. If a rezoning is granted, the members will now have the capital to build a new facility in Gainesville which will facilitate their community efforts.





621 LAKESHORE DR, GAINESVILLE, GA 30501			
Total Lot Area	122,839.00 sqft	2.82 acres	100%
Multi-Tenant Retail & Food	10,000.00 sqft	0.23 acres	8.14%
QSR	3,500.00 sqft	0.08 acres	2.85%
Utility Area	2,112.84 sqft	0.05 acres	1.72%
Paving Area	8,418.94 sqft	0.19 acres	2.19%
(81 ADA Parking Spaces (8' x 18'))	873.00 sqft	0.02 acres	0.70%
(80) Parking Spaces (8' x 18')	6,710.00 sqft	0.15 acres	1.91%
Grass Area	28,123.37 sqft	0.65 acres	5.14%
Driveway	84,878.99 sqft	1.96 acres	64.78%
Total Area	122,839.00 sqft	2.82 acres	100%
IMPROVEMENTS			
Building Footprint	13,500.00 sqft	0.31 acres	12.99%
Paved Driveway/Parking/Stormwater	70,218.48 sqft	1.60 acres	57.97%
Total Improvements Area	84,718.48 sqft	1.94 acres	68.96%
Scale	1" = 75'		



SITE PLAN
 621 LAKESHORE DR, GAINESVILLE, GA 30501
 PARCEL #: 01-117-004-025
 AREA: 122,839.00 sqft (2.82 acres)



DAWSONVILLE HWY RETAIL CENTER

GAINESVILLE, GA 30501

Southern Traffic Services Event Counts

Lakeshore Dr just north of SR 53 (Total Volume)

DATASETS:

Site: [MT587] MT587
ChannelA: 1 - North bound, A hit first. - Added to totals. (1)
ChannelB: 0 - Unused or unknown. - Excluded from totals. (0)
Survey Duration: 13:56 Thu 10 May 2018 to 10:50 Fri 18 May 2018
File: S:\GEORGIA\2018\COVERAGE\05-13-18\JONATHAN\MT58718MAY2018.EC0 (Plus)
Identifier: T58734G9 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Event count

PROFILE:

Filter time: 00:00 Fri 11 May 2018 to 00:00 Fri 18 May 2018
Name: Factory default profile
Method: Count axles divided by two.
Units: Non-Metric (ft, mi, f/s, mph, lb, ton)
In profile: 7887 Events

* Fri 11 May 2018 - Total=1309, 15 minute drops,

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
5	1	2	5	6	16	28	67	58	54	61	67	83	97	92	87	109	121	84	66	73	67	34	26	
3	0	0	2	1	3	5	15	11	7	14	14	26	21	25	20	27	42	24	12	17	18	10	7	6
2	0	2	1	1	4	8	15	20	12	16	22	15	30	25	23	31	39	24	19	13	18	8	14	6
0	1	0	0	2	7	10	24	14	17	24	21	18	23	22	20	23	15	16	20	17	16	8	1	2
0	0	0	2	2	2	5	13	13	18	7	10	24	23	20	24	28	25	20	15	26	15	8	4	1

AM PkHr 11:15 to 12:15 (n=79), AM PHF=0.76 PM PkHr 16:30 to 17:30 (n=132), PM PHF=0.79

* Sat 12 May 2018 - Total=1119, 15 minute drops,

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
15	3	6	1	3	6	20	29	53	55	50	64	80	102	72	87	81	83	70	75	66	37	38	23	
6	1	1	0	1	1	3	18	9	13	10	18	28	24	23	27	19	17	18	7	11	14	11		2
6	0	2	0	0	1	5	13	9	12	14	15	28	21	20	19	16	11	20	23	11	9	3		4
2	1	2	0	1	1	8	6	8	17	15	23	26	27	13	17	15	20	23	24	13	9	14	4	2
1	1	1	1	1	3	6	15	14	20	10	17	21	19	14	27	20	28	19	13	23	6	1	5	4

AM PkHr 11:45 to 12:45 (n=76), AM PHF=0.73 PM PkHr 12:45 to 13:45 (n=104), PM PHF=0.93

* Sun 13 May 2018 - Total=947, 15 minute drops,

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
12	8	2	9	6	4	6	16	30	39	52	51	67	84	82	85	59	70	61	61	51	51	24	17	
2	3	0	6	2	1	2	2	7	3	14	16	15	18	23	28	15	16	19	20	10	11	9	3	3
4	3	0	1	3	1	0	4	8	9	12	13	17	23	20	17	14	16	8	9	15	10	6	6	1
2	2	1	1	0	1	2	3	8	6	14	10	22	26	17	24	16	22	15	17	15	15	7	5	1
4	0	1	1	1	1	2	7	7	21	12	12	13	17	22	16	14	16	19	15	11	15	2	3	1

AM PkHr 11:45 to 12:45 (n=66), AM PHF=0.75 PM PkHr 14:45 to 15:45 (n=91), PM PHF=0.81

* Mon 14 May 2018 - Total=1120, 15 minute drops,

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
6	0	1	2	6	19	38	62	60	62	58	52	83	68	73	91	111	89	70	58	47	39	20	5	
3	0	0	1	2	2	11	15	16	16	20	12	15	15	11	26	36	15	26	19	5	16	4	0	3
1	0	0	0	1	4	5	12	12	25	14	9	22	22	16	22	34	22	9	12	17	9	4	2	5
1	0	1	0	2	7	14	14	20	9	12	15	22	14	24	20	24	28	18	13	17	7	5	1	3
1	0	0	1	1	6	8	21	12	12	12	16	24	17	22	23	17	24	17	14	8	7	7	2	0

AM PkHr 11:45 to 12:45 (n=75), AM PHF=0.85 PM PkHr 15:45 to 16:45 (n=117), PM PHF=0.81

* Tue 15 May 2018 - Total=1162, 15 minute drops,

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
11	4	5	1	7	21	33	71	57	58	57	58	79	63	72	90	92	115	90	66	39	33	28	12	
3	1	0	0	1	5	1	12	14	12	23	11	18	20	16	21	37	23	19	20	10	8	8	7	3
5	3	0	1	1	3	8	12	12	17	14	14	17	15	14	26	23	22	29	10	11	11	16	2	0
3	0	4	0	2	8	15	23	17	11	9	14	22	19	24	17	17	44	23	16	12	7	2	1	0
0	0	1	0	3	5	9	24	14	18	11	19	22	9	18	26	15	26	19	20	6	7	2	2	5

AM PkHr 11:45 to 12:45 (n=76), AM PHF=0.86 PM PkHr 17:30 to 18:30 (n=118), PM PHF=0.67

*** Wed 16 May 2018 - Total=1103, 15 minute drops,**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
8	5	1	5	6	15	38	57	59	45	51	44	67	63	102	77	94	96	85	63	44	55	14	9	
3	0	0	1	2	2	4	10	16	14	13	6	13	8	23	19	25	16	31	21	8	13	3	4	6
0	1	0	2	0	3	13	11	21	9	17	9	18	18	26	18	28	24	17	9	13	15	3	1	0
0	0	1	1	1	5	11	25	12	10	9	12	18	17	21	19	16	23	18	17	9	16	5	1	1
5	4	0	1	3	5	10	11	10	12	12	17	18	20	32	21	25	33	19	16	14	11	3	3	1

AM PkHr 07:30 to 08:30 (n=73), AM PHF=0.73 PM PkHr 17:15 to 18:15 (n=111), PM PHF=0.84

*** Thu 17 May 2018 - Total=1127, 15 minute drops,**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
8	1	5	7	3	20	35	53	63	56	56	55	55	69	53	91	84	120	83	76	47	50	31	6	
6	0	2	2	0	3	4	6	16	17	18	11	10	19	19	25	19	25	27	26	15	22	12	3	-
0	0	3	1	0	6	9	12	19	9	16	13	11	20	7	24	24	23	23	22	12	13	12	1	-
1	0	0	0	1	5	15	15	16	17	15	12	13	12	12	22	23	29	16	16	15	5	4	2	-
1	1	0	4	2	6	7	20	12	13	7	19	21	18	15	20	18	43	17	12	5	10	3	0	-

AM PkHr 07:45 to 08:45 (n=71), AM PHF=0.89

From: Judy Foster
To: Barbara B. Brooks; Carmen Delgado; Doug Carter; Eddie Martin; Jane Fleming; Judy Foster; Kelvin Simmons; Matt Tate; Rich White; Rusty Ligon; Ryan Thompson
Subject: FW: What is the RESIDENTIAL value of the Lakeshore Drive corner lot?
Date: Friday, July 06, 2018 12:01:58 PM

Good afternoon,

Please see the email below from Pat Horgan in opposition to the REB Development rezoning request scheduled for the PAB meeting next week.

Thank you,

Judy Foster

City of Gainesville
Community Development Department
Planning Division
311 Henry Ward Way, 2nd Floor
Gainesville, GA 30501
770-531-6572

From: Rusty Ligon
Sent: Friday, July 06, 2018 11:43 AM
To: Matt Tate; Judy Foster
Subject: FW: What is the RESIDENTIAL value of the Lakeshore Drive corner lot?

See below – we can pass this on to the P.A.B.

Rusty Ligon, Community Development Director
City of Gainesville -- 770-531-6570

From: Patrick Horgan [REDACTED]
Sent: Friday, July 06, 2018 10:16 AM
To: Rusty Ligon <rligon@gainesville.org>
Subject: FW: What is the RESIDENTIAL value of the Lakeshore Drive corner lot?

Rusty,

Could you please also forward this to the Planning Board?

Thank you very much

Pat Horgan

From: Pat Horgan - Yahoo [REDACTED]
Sent: Friday, July 06, 2018 10:06 AM
To: 'Sam Couvillon'; 'rligon@gainesville.org'

Cc: 'Zack Thompson'

Subject: What is the RESIDENTIAL value of the Lakeshore Drive corner lot?

Gentlemen,

A pivotal argument in the Lakeshore Drive REZONING request is emerging. Possibly the petitioners will be advancing the same argument to you, if they haven't already. I wanted to get our neighborhood's perspective to you prior to Tuesdays PAB meeting.

We believe Residential zoning should be retained, and the land redeveloped with 3 or 4 new houses.

But the Masonic Lodge (Ron Farmer), Norton Real Estate, and the developer (Rock Baker) assert that, because of the commercial value of the land is around \$1.3M dollars, the price of such houses would be too high. The developer estimates houses would have to cost over \$700K.

But, off course this is a circular argument.

The \$1.3M land figure they are using would depend entirely upon the land being rezoned commercial. Which it not. If it remains zoned residential, then it does NOT have commercial value, by definition. It would remain a residential lot.

My research shows off-lake lots in Lakeshore Heights are running about \$50K an acre. The corner lot is 2.5 acres, so that would be \$125K. The developer argues that the lot is not really that attractive for residential because it is on the highway. If that were true, then it should actually be worth LESS than a normal lot. But just for the sake of argument, let's stipulate instead that the land is somehow worth TWICE as much as normal residential. That would be \$250K. Split among 4 houses, that is around \$60K per house. That would easily permit houses in the \$300k range.

This is a viable option.

Driving this parcel to commercial zoning , instead of seriously investigating residential options, is about MONEY. Not what fits best in our mature residential neighborhood, nor what is in the best interest of the 500 people who already live here.

Thank you for your continued attention in this matter.

Regards,

Pat Horgan

Patrick J. Horgan
1004 Lakemont Drive NW
Gainesville, GA 30501

From: Judy Foster
To: Barbara B. Brooks; Carmen Delgado; Doug Carter; Eddie Martin; Jane Fleming; Judy Foster; Kelvin Simmons; Matt Tate; Rich White; Rusty Ligon; Ryan Thompson
Subject: FW: The Latest on Lakeshore Drive Rezoning
Date: Monday, July 09, 2018 3:52:47 PM

Good afternoon,

Please see the email below which we received this morning regarding the REB Development, LLC request.

Thank you,

Judy Foster

City of Gainesville
Community Development Department
Planning Division
311 Henry Ward Way, 2nd Floor
Gainesville, GA 30501
770-531-6572

From: Rusty Ligon
Sent: Monday, July 09, 2018 1:16 PM
To: Matt Tate; Rhonda Brady
Cc: Judy Foster
Subject: FW: The Latest on Lakeshore Drive Rezoning

See below.

Rusty Ligon, Community Development Director
City of Gainesville -- 770-531-6570

From: Patrick Horgan [REDACTED]
Sent: Monday, July 09, 2018 11:14 AM
To: Sam Couvillon [REDACTED]
Cc: Zack Thompson <zthompson@gainesville.org>; Rusty Ligon <rligon@gainesville.org>
Subject: The Latest on Lakeshore Drive Rezoning

Sam,

After meeting with the Masonic Lodge, Rock Baker, the developer, seeing the City planning staff's favorable recommendations, reading today's **Gainesville Times**, and talking to PAB members, many residents of Lakeshore Heights are now realizing that commercial development is probably inevitable.

Considering this further, we are not necessarily opposed to any commercial development of the parcel, per se. And we are impressed with REB Land

Development LLC's quality and Rock Baker's willingness to work with the neighborhood. But we are still concerned about the USE of the property, and a number of remaining issues.

Chief among these issues is traffic. This concern is in two areas: Overall traffic volume, and the logistics of traffic on Lakeshore drive.

The developer says most traffic would use the entrance/exit on Dawsonville Hwy, and NOT the Lakeshore Drive entrance and exit. Not sure that is completely true, particularly for east-bound traffic. Also, people entering Lakeshore Drive and planning on turning left into the new development will often encounter Lakeshore Drive traffic standing at the light waiting to exit onto 53. So, they will not be able to immediately turn left, and will then block the intersection. This is the same situation that takes place at Freddy's on Ahaluna Drive. People entering Ahaluna and blocked from turning left into Pueblo's then block additional traffic behind them also trying to turn into Ahaluna, thus further blocking traffic onto Dawsonville Hwy, and causing unexpected braking. A similar logistical back up occurs at Chic-fil-A at rush hours – sometimes backing up to Dawsonville Hwy.

Our neighbors here can probably live with a quality commercial development on our corner, but we definitely don't want to create a dysfunctional and even dangerous intersection in the process. The right turn lane in front of the Shell station is already dangerous even at current traffic levels.

I don't know what all the City might do to minimize traffic impact and contention, but we would request all available steps be taken.

One key factor driving traffic volume, of course, is the type of tenants. Fast food, with a drive thru, is being proposed. This usage would be the highest possible traffic volume of any type of retailer. Such businesses have low individual transaction values, and depend on high traffic volume for success. They require an endless stream of vehicles, including late at night. We would hope instead that tenants would be selected that have HIGHER value individual transactions, and therefore lower traffic volume, such as medical facilities (Urgent Care, Dentist), financial institutions (banks), etc.

We will likely be speaking to these points at Tuesday's PAB meeting. Not everyone in here is in favor of commercial development, but ALL are united in opposition to more traffic congestion and dysfunctional intersections!

Perhaps you could forward our thoughts to the PAB as well?

Regards,

Pat Horgan

Patrick J. Horgan
1004 Lakemont Drive NW
Gainesville, GA 30501

A large black rectangular redaction mark covers the text below the address.



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/26/2018

Presenter: Rusty Ligon / Matt Tate

Item of Business: Ordinance: Amend Unified Land Development Code Article 9-20
Entitled Building Regulations

Meeting Date: 8/2/2018

Purpose of Request:

Provide specific requirements within Article 9-20 of the Unified Land Development Code (ULDC) to address additional property maintenance items such as boarded up structures, outdoor furniture, community donation boxes and registered agents for multi-family properties.

This request from the **City of Gainesville** is to amend Article 9-20 of the Unified Land Development Code of the City of Gainesville, Georgia by retitling Article 9-20 from "Building Regulations" to "Building and Property Maintenance Regulations;" To amend Article 9-20 of the Unified Land Development Code of the City of Gainesville, Georgia entitled "Building Regulations" by adding a new Chapter 9-20-15 entitled "Additional Property Maintenance Requirements;" To Amend Section 3-9-4 of the Code of Ordinances of the City of Gainesville, Georgia entitled "Duty to Maintain Cleanliness of Property;" To repeal conflicting ordinances; To provide for severability; To provide for codification; To provide for an effective date; and for other purposes.

History/Background:

The City has adopted the International Property Maintenance Code (IPMC), which provides standards for the maintenance of all properties within the City. This Code provides clear and specific property maintenance requirements with required property improvement provisions. As a result of the recent housing sweeps in the City, Staff has identified additional issues that need to be addressed in the City's Code that are not included in the IPMC.

Facts & Issues for Consideration:

Department Recommendation:

Planning staff is recommending approval of the proposed ordinance as presented.

Department Director:

Rusty Ligon

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Property Maintenance Code	Powerpoint Presentation
☐ Proposed Property Maintenance Ordinance	Ordinance

Property Maintenance

- Duty of every property owner within the City to maintain their property in conformance with all applicable codes including:
 - Unified Land Development Code
 - Gainesville Code of Ordinances
 - International Property Maintenance Code
- International Property Maintenance Code:
 - Interior and exterior of structures
 - Driveways, sidewalks, sanitation
 - Grading and drainage
- Staff will be recommending additional property maintenance standards not included in existing codes

Registered Agent

- Registered agent is required for any multi-family property prior to the issuance of a business occupation tax certificate
- Registered agent must be located in Hall County and be available seven days a week to accept notices of violation regarding any provision of the Gainesville Code of Ordinances



Outdoor Furniture

- Only furniture fabricated with materials appropriate to be maintained outside of a dwelling shall be permitted in an exterior area of a property



Plastic or Impervious Covers

- Not allowed on any porch of a dwelling, building or structure to be used as a permanent covering



Boarding-Up Structures

- Must obtain a Boarding-Up permit including length of time for boarding-up structure, a plan to secure the structure including materials to be used and a plan for monitoring the structure
- 6 month limit on permit, with one 6 month renewal allowed
- Any boarded-up structure shall post 24-hour contact information



Community Donation Boxes

- Unlawful to erect or maintain community donation boxes unless:
 - Located in Light Industrial (L-I) or Heavy Industrial (H-I) zoning district
 - Located on the same property as an organization with a 501(c)(3) designation
- Where allowed, shall be located flush against a building wall



Inoperable Accessory Items

- Inoperable accessory items such as telephone booths, electrical wires, poles, magazine stands, etc. are not permitted and shall be removed



Passed: _____

AN ORDINANCE

No. 2018-

AN ORDINANCE TO AMEND ARTICLE 9-20 OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF GAINESVILLE, GEORGIA BY RETITLING ARTICLE 9-20 FROM “BUILDING REGULATIONS” TO “BUILDING AND PROPERTY MAINTENANCE REGULATIONS;” TO AMEND ARTICLE 9-20 OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF GAINESVILLE, GEORGIA ENTITLED “BUILDING REGULATIONS” BY ADDING A NEW CHAPTER 9-20-15 ENTITLED “ADDITIONAL PROPERTY MAINTENANCE REQUIREMENTS;” TO AMEND SECTION 3-9-4 OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA ENTITLED “DUTY TO MAINTAIN CLEANLINESS OF PROPERTY;” TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Article 9-20 of the Unified Land Development Code of the City of Gainesville, Georgia is hereby retitled “Building and Property Maintenance Regulations.”

SECTION II.

Article 9-20 of the Unified Land Development Code of the City of Gainesville, Georgia is hereby amended by adding a new Chapter 9-20-15, entitled “Additional Property Maintenance Requirements,” to read as follows:

**“CHAPTER 9-20-15
ADDITIONAL PROPERTY MAINTENANCE REQUIREMENTS**

- | | |
|---------------------|-------------------------------|
| Section 9-20-15-1. | Definitions. |
| Section 9-20-15-2. | Responsibility. |
| Section 9-20-15-3. | Transfer of Ownership. |
| Section 9-20-15-4. | Registered Agents. |
| Section 9-20-15-5. | Defacement of Property. |
| Section 9-20-15-6. | Outdoor Furniture. |
| Section 9-20-15-7. | Plastic or Impervious Covers. |
| Section 9-20-15-8. | Vacant Structures. |
| Section 9-20-15-9. | Boarding-up Structures. |
| Section 9-20-15-10. | Burned Structures. |
| Section 9-20-15-11. | Community Donation Boxes. |
| Section 9-20-15-12. | Inoperable Accessory Items. |

Section 9-20-15-1. Definitions.

Unless otherwise specifically provided, terms not defined in this Chapter shall have their meaning as defined in other Chapters and Articles of this Unified Land Development Code, or in the absence of such definition, words shall have their common dictionary definitions. The following definitions shall apply in the administration, interpretation, and enforcement of this Chapter:

Boarding-up: Erecting, installing, placing, or maintaining boards over the doors, windows, or other openings of any building or structure, or otherwise securing such openings by a means other than the conventional method used in the original construction and design of the building or structure.

Code official: The Community Development Director of the City of Gainesville, or any other official charged with the administration and enforcement of this Chapter, including but not limited to the building official or code enforcement officer, or any duly authorized representative of any such official.

Community donation box: A receptacle for receiving donations.

Let for occupancy or Let: To permit, provide, or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement or contract for the sale of land.



Maintenance: The act of keeping property, premises, buildings, structures, equipment, or vegetation in a proper condition so as to prevent their decline, failure, or uncontrolled growth.

Multi-Family: For the purposes of this chapter, multi-family is a building, or collection of buildings on the same property, under single ownership that is designed for or occupied exclusively by six (6) or more families with separate household facilities for each family. This term includes attached residential condominiums, row houses and apartments.

Occupant: Any individual living or sleeping in a building or having possession of a space within a building.

Operator: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy. A real estate broker or salesperson licensed pursuant to Chapter 40 of Title 43 of the Official Code of Georgia is not an operator for the purpose of this Chapter unless such broker or salesperson is under contract to provide property management services to the owner of such structure or premises.

Owner: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including but not limited to the guardian, executor, or administrator of the estate of any such person.

Person: An individual, corporation, partnership or any other legally recognized entity.

Premises: A lot, plot or parcel of land, easement or public way, including any structures thereon.

Property: Any unimproved or improved residential or non-residential real property, or portion thereof, situated in the City of Gainesville, including the buildings, structures and improvements located on the real property, regardless of condition.

Registered agent: A person who resides in Hall County, Georgia, or has a brick and mortar business address in Hall County, who is assigned by an owner of a multi-family residential property, as defined in this Chapter, to be available seven days a week to accept notices of violation regarding any provision of the Gainesville City Code of Ordinances or Unified Land Development Code, who has the authority and ability to grant access to the building or property by City personnel upon request, and who is registered with the City of Gainesville in accordance with the requirements of this Chapter.

Structure: That which is built or constructed, or a portion thereof.

Tenant: A person, corporation, partnership, group, or other legally recognized entity, whether or not the legal owner of record, occupying a building or portion thereof.

Section 9-20-15-2. Responsibility.

- (a) It is the duty of the owner of every dwelling, building, structure, property or premises within the City of Gainesville to construct and maintain such dwelling, building, structure, property or premises in conformance with applicable codes in force within the City, including but not limited to this Chapter, the Unified Land Development Code, and the Code of Ordinances of the City of Gainesville.
- (b) Both the occupant and the owner of the premises shall be liable for compliance with the provisions of this Chapter, and shall be responsible for violations thereof. Any Let of property of an owner which purports to transfer responsibility for this provision shall be ineffective in shielding the owner for responsibility under this Chapter, and such owner shall remain liable, along with the occupant of the premises.
- (c) The owner and occupant of the premises shall maintain structures and property in compliance with the requirements of this Chapter.
- (d) A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter.
- (e) Owners and occupants of property are responsible for keeping in a clean, sanitary and safe condition that part of the property which they occupy and control.
- (f) All vacant structures and premises, as well as vacant land, shall be maintained in a clean, safe, secure and sanitary condition as provided in this Chapter so as not to cause a blighting problem or adversely affect the public health or safety.
- (g) Any property owners or occupants with properties that are not in compliance at the time of the adoption of this Chapter shall have no more than sixty (60) days from the date of the adoption of this Chapter to bring properties into compliance with this Chapter.

Section 9-20-15-3. Transfer of Ownership.

It shall be unlawful for the owner of any building, structure, property, or premises who has received a notice of violation of this Chapter, or other provision within the Unified Land Development Code or Code of Ordinances of the City of Gainesville to sell, transfer, mortgage, lease or otherwise dispose of such building, structure, property, or premises until said violation has been remedied, or until such owner shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of the notice of violation and fully accepting the responsibility, without condition, for making the corrections or repairs required by the notice of violation.

Section 9-20-15-4. Registered Agents.

- (a) Prior to the issuance of a business occupation tax certificate for any multi-family residential property, or during the first thirty calendar days of each year, whichever occurs earlier, the owner and each occupation tax certificate holder for any multi-family residential property must annually designate the name, Hall County address, and twenty-four hour phone number of a registered agent for the multi-family residential property.
- (b) The registered agent must meet all criteria of a registered agent as established by definition in this Chapter.
- (c) The designation required by this Section shall be submitted to the City of Gainesville's business tax and licensing division. Such designation shall be confirmed at the time of each annual designation of the registered agent.
- (d) In the event that the holder of an occupational tax certificate or the owner of the property desires to change the name or contact information of the registered agent, the occupational tax certificate holder and/or owner shall supply written notice to the City of Gainesville's business tax and licensing division. No change in registered agent shall be effective until written notice thereof is received by the City of Gainesville's business tax and licensing division.
- (e) The registered agent shall give consent to enter multi-family residential property and buildings thereon to a code official upon request.

Section 9-20-15-5. Defacement of Property.

- (a) No person shall willfully or wantonly damage, mutilate or deface any interior or exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.
- (b) It shall be a violation of this Chapter for any owner of real property to permit graffiti to remain on a structure located thereon for a continuous period of more than 72 hours. For purposes of this Section, the term "graffiti" shall have the same meaning as set forth in O.C.G.A. § 17-15A-2.

Section 9-20-15-6. Outdoor Furniture.

- (a) Only furniture which is fabricated with materials appropriate to be maintained outside of a dwelling or structure shall be permitted to be placed on a porch of a dwelling, building, or structure, or placed in any other exterior area of a property.
- (b) No furniture (e.g., couches, chairs covered with fabric, recliners, etc.) which is fabricated with materials intended only to be used, kept, or maintained on the interior of a dwelling building, or structure, or which will rot, decompose or degrade in outdoor conditions, shall be kept, stored, or maintained on a porch of a dwelling, building, or structure, or placed in any other exterior area of a property.

Section 9-20-15-7. Plastic or Impervious Covers.

- (a) Except for those covers specifically designed for the purpose of covering conventional outdoor equipment, such as a gas grill, patio furniture, lawnmower, etc., it shall be unlawful for any person to erect or utilize any plastic or nylon tarp or other impervious covering, on any porch of a dwelling, building, or structure, or in any exterior area of a property.
- (b) The pitching of a camping tent, or a temporary movable structure, shall not violate this Section, provided it is erected for no more than 72 consecutive hours on the property.
- (c) The covering of firewood with a clear plastic or brown tarp shall not violate this Section, provided such firewood is stored in a side or rear yard of the property.

Section 9-20-15-8. Vacant Structures.

Vacant structures shall be maintained in good repair and be in compliance with all applicable laws, codes, and ordinances. Any vacant structure shall at a minimum:

- (a) Have all doors, windows, and other openings weather-tight and secured against entry by the general public as well as animals and pests. The vacant structures shall be secured using the conventional methods used in the original construction.
- (b) All roof and roof flashings shall be sound and tight such that no rain will penetrate the structure and must allow for appropriate drainage so as to prevent deterioration of the interior walls or other interior portions of the structure.
- (c) The structure must be maintained in good repair and must be structurally sound and free from rubbish, garbage and other debris.
- (d) Supporting parts of the structure shall be capable of bearing all loads making up the parts of and contents of the structure, and the foundation walls likewise shall be capable of supporting such loads.
- (e) The exterior of the structure shall be free of loose or rotten materials, as well as holes. Any exposed metal, wood or other surface shall be protected from the elements by appropriate weather coating materials such as paint or similar treatment.

- (f) All balconies, canopies, signs, metal awnings, stairways, fire escapes or other overhanging extensions shall be in good repair and appropriately anchored. The exposed metal and wood surface of such overhanging extensions shall also be protected from the elements against rust or decay by appropriate application of paint or similar weather coating.
- (g) Any accessories or appurtenant structures, including but not limited to garages, sheds or other storage facilities shall meet the standards set forth in this Section.
- (h) Retaining walls, drainage systems, or other structures must be maintained in good repair and be structurally sound. Any existing fence shall be maintained in good repair and be structurally sound.

Section 9-20-15-9. Boarding-up Structures.

- (a) Boarding-up Permit. No person shall erect, install, place, or maintain boards over the doors, windows or other opening of any building or structure or otherwise secure such opening by a means other than the conventional method used in the original construction and design of the building or structure without first obtaining a boarding-up permit in accordance with this Section. Any properties with such boards existing at the time of the adoption of this Section shall have sixty (60) days from the date of adoption of this Section to submit an application to the Gainesville Community Development Department for a permit to continue to board-up the building or structure.
- (b) Permit application requirements. The Community Development Department may issue a boarding-up permit only upon satisfaction of the following conditions:
 1. Submission of a written application including such information as specified by the Department on a boarding-up permit application made available to the public; and
 2. Submission of a written statement specifying the length of time the owner expects the boarding-up to take place or continue, a plan to secure or board up the structure including manner and materials, and a proposed maintenance plan for monitoring and maintenance of the structure and premises in conformance with this Chapter. The Community Development Department may conduct an inspection of the subject property at any time to ensure that the structure is boarded up in accordance with the plan approved by the Department.
- (c) Duration of permit and renewal. A boarding-up permit issued pursuant to this Section shall authorize the boarding-up or other securing of a building or structure for a period of no longer than six (6) months. An owner of a property desiring to continue to board-up property beyond a six-month term must submit a renewal application to renew the boarding-up permit and continue to meet the requirements for the issuance of a renewal boarding-up permit. Only one six-month renewal boarding-up permit will be issued for each property. Application for a renewal boarding-up permit must be made within thirty (30) days of the expiration of the original boarding-up permit.
- (d) Temporary emergency. No boarding-up permit shall be required to board-up a building for up to thirty (30) days in the event of a temporary emergency situation, including but not limited to damage caused by vandalism, theft, fire, or weather. In the event an emergency situation requires a building or structure to be boarded-up for more than

thirty (30) days, the owner of the building or structure or the owner's authorized representative must obtain a valid building permit for repair or a valid boarding-up permit in accordance with this Section.

- (e) Boarding specifications. The boarding of doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, shall be according to the specifications approved under the boarding-up permit. All boarded openings shall be painted with a minimum of two (2) coats of exterior paint, which shall be of a color compatible with the exterior color of the building or structure.
- (f) Any structure which is boarded-up shall be posted with the name, permit information, and twenty-four hour contact phone number of the owner of the property.

Section 9-20-15-10. Burned Structures.

- (a) Whenever any building or structure is partially burned, or burned to such an extent that it is rendered incapable of being repaired, the owner shall, within sixty (60) days after completion of the scene investigation by the Fire Department and/or insurer of the property, remove from the premises all refuse, debris, and all charred and partially burned lumber and materials.
- (b) If such building or structure is burned to such an extent that it is incapable of being repaired, the remaining portion of the building or structure shall be removed from the property within sixty (60) days after completion of the scene investigation by the Fire Department and/or insurer of the property.
- (c) If the building or structure is to be repaired, a permit shall be obtained and work shall begin within sixty (60) days after completion of the scene investigation by the Fire Department and/or insurer of the property and shall be completed within one hundred eighty (180) days from the date a permit is obtained.

Section 9-20-15-11. Community Donation Boxes.

It shall be unlawful to erect or maintain community donation boxes in an exterior property area, unless approved by the Community Development Director in compliance with one of the following criteria:

- (a) It is located in a Light Industrial (L-I) or Heavy Industrial (H-I) zoning district; or
- (b) It is located on the same property as a business or organization with a 501(c)(3) designation.

Where approved, community donation boxes shall be located flush against a building wall and shall be maintained on a regular basis in compliance with the Unified Land Development Code and Code of Ordinances of the City of Gainesville.

Section 9-20-15-12. Inoperable Accessory Items.

Inoperable accessory items such as telephone booths, satellite dishes, electrical wires, lighting, poles, magazine stands, coolers, heating/cooling equipment or other similar items are not

permitted and shall be removed and appropriately stored so as not to be visible from the right-of-way or adjacent property.

SECTION III.

Subsections (6), (7), and (8) of Section 3-9-4 of the Code of Ordinances of the City of Gainesville, Georgia are hereby amended to read as follows:

- (6) Grass, weeds or undergrowth that exceeds ~~twelve (12)~~ eight (8) inches or more on any lot on which a residential, institutional, commercial or industrial structure is built.
- (7) Grass, weeds or undergrowth that exceeds ~~eighteen (18)~~ twelve (12) inches on any vacant or undeveloped lot located within a residential district.
- (8) Grass, weeds or undergrowth that exceeds ~~eighteen (18)~~ twelve (12) on any lot or property other than those described in Subsections (6) or (7) of this Section.

SECTION IV.

Section 3-9-4 of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended by adding the following language at the conclusion of said Section, to read as follows:

Exception: For the purposes of all Subsections of this Section, with the exception of Subsections (3) and (4), wooded areas as defined in this Chapter shall be exempt from the above requirements.

SECTION V.

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

SECTION VI.

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 and unconstitutional.

SECTION VII.

The effective date of this Ordinance shall be upon final 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

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/16/2018

Presenter: Bryan Lackey

Item of Business: Ordinance: Amend Chapter 1-5 to Establish the Gainesville-Hall County Land Bank

Meeting Date: 8/2/2018

Purpose of Request:

To amend and establish the Gainesville-Hall County Land Bank Ordinance.

History/Background:

The General Assembly enacted the Georgia Land Bank Act to permit any city and the county containing such a city to enter into an intergovernmental contract for the purpose of establishing a land bank, the purpose of which would be to acquire dilapidated, abandoned, and tax delinquent properties of the County and/or the City in order to foster the public purpose of returning property which is in a nonrevenue generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs for the citizens of the City, County and State.

Facts & Issues for Consideration:

The City of Gainesville and Hall County have a desire to create the Gainesville-Hall County Land Bank, and enter into as intergovernmental contract as defined in the Georgia Land Bank Act setting forth the Parties' rights and responsibilities with respect to the Gainesville-Hall County Land Bank.

The Hall County Board of Commissioners voted to approve the Intergovernmental Contract between Hall County and the City of Gainesville on June 14, 2018.

Department Recommendation:

Approval

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
 Gainesville-Hall County Land Bank Ordinance	Ordinance

Passed: _____

AN ORDINANCE

No. 2018-

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA TO AMEND CHAPTER 1-5 ENTITLED BOARDS & COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA; TO CREATE AN ARTICLE 5 ENTITLED GAINESVILLE-HALL COUNTY LAND BANK; TO ESTABLISH THE GAINESVILLE-HALL COUNTY LAND BANK; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in enacting Section 48-4-100 et seq. of the Official Code of Georgia (hereinafter referred to as the "Georgia Land Bank Act"), the Georgia General Assembly found that there is an overriding public need to confront the problems caused by dilapidated, abandoned and tax delinquent properties, and to return properties which are nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide affordable housing, new industry, and jobs for citizens of the State;

WHEREAS, the Georgia Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire dilapidated, abandoned and tax delinquent properties in order to foster the public purpose of returning property which is nonrevenue-generating and nontax-producing to an effective utilization status in order to provide affordable housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, the Hall County Board of Commissioners and the governing body of the City of Gainesville, Georgia (hereinafter "the Parties"), agree that the establishment of a land bank would be beneficial to the citizens and governments of and located within Hall County; and

WHEREAS, the Parties want to create the Gainesville-Hall County Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act; and

WHEREAS, the Parties have entered into an Intergovernmental Contract as defined in the Georgia Land Bank Act setting forth the Parties' rights and responsibilities with respect to Gainesville-Hall County Land Bank.

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

SECTION I.

Chapter 1-5 entitled "Boards & Commissions" of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended to include the following article:

ORDINANCE NO. 2018-

ARTICLE 5. – GAINESVILLE-HALL COUNTY LAND BANK

Sec. 1-5-71. – Definitions

As used in this Ordinance, the term:

- (1) “Board of Directors” or “Board” means the Board of Directors of the Gainesville-Hall County Land Bank.
- (2) “Effective Date” means the latter of the dates upon which the Ordinance is approved by the governing body of the City of Gainesville and the governing body of Hall County.
- (3) “Fiscal Year” means the fiscal year of the Land Bank, which shall begin on July 1st of each year and end on the following June 30th.
- (4) “Georgia Land Bank Act” means Section 48-4-100 et seq. of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced.
- (5) “Land Bank” means the public body corporate and politic established pursuant to and in accordance with the provisions of the Georgia Land Bank Act this Ordinance and known as the Gainesville-Hall County Land Bank.
- (6) “Party” or “Parties” means either individually or collectively, as applicable, Hall County or the City of Gainesville, and any other city, county or consolidated government that joins the Land Bank after the Effective Date.
- (7) “Person” means an individual, limited liability company, partnership, limited partnership, firm, corporation, organization, association, joint venture, trust, government, any governmental entity, authority or agency, or any other legal entity.
- (8) “Quorum” means a simple majority of the Board members then in office.
- (9) “Real Property” means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.
- (10) “Ordinance” means this Ordinance creating the Gainesville-Hall County Land Bank.
- (11) “School District Advisor” means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation.
- (12) “State” means the State of Georgia.

Sec. 1-5-72. – Purpose

- (1) *Purpose.* The purpose of this Ordinance is to create and empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act, this Ordinance and the Intergovernmental Contract entered into between the Parties;
- (2) *Programs and Functions.* The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act consistent with this Ordinance, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Georgia Land Bank Act and the powers, duties, functions and responsibilities delegated to the Land Bank under other laws or executive orders, and the Intergovernmental Contract between the Parties as authorized by the Georgia Land Bank Act.

ORDINANCE NO. 2018-

Sec. 1-5-73. – Creation of Land Bank

- (1) *Creation and Legal Status of Land Bank.* The Land Bank is established as a separate legal entity and public body corporate, to be known as the “Gainesville-Hall County Land Bank,” for the purposes of acting as a land bank under the Georgia Land Bank Act and implementing and administering this Ordinance.
- (2) *By-Laws, and Policies and Procedures.* The Board shall adopt by-laws consistent with the provisions of this Ordinance and the Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Ordinance and the Georgia Land Bank Act within ninety (90) days after the Board is appointed and prior to acquiring any Real Property or other assets.
- (3) *Principal Office.* The principal office and regular meeting location of the Land Bank shall be at a location within the geographical boundaries of Hall County, as determined by the Board. Special called meetings may be held outside the geographical boundaries of Hall County, as determined by the Board.
- (4) *Title to Land Bank Assets.* Except as otherwise provided in this Ordinance, the Land Bank shall have title to all of its Real Property, and no Party shall have an ownership interest in Real Property owned by the Land Bank.
- (5) *Tax-Exempt Status.* The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.
- (6) *Waiver of Special Assessments.* Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, or may exempt Real Property owned by the Land Bank from the imposition of special assessments.
- (7) *Compliance with Law.* The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Ordinance.
- (8) *Obligations of the Land Bank.* The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.
- (9) *No Third-Party Beneficiaries.* Except as otherwise specifically provided, this Ordinance does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party’s rights under this Ordinance, or any other right or benefit.
- (10) *Additional Parties to Land Bank.* At any time subsequent to the Effective Date, in accordance with the Georgia Land Bank Act, an additional city located in whole or in part within Hall County, or a consolidated government, or an additional county and at least one participating city located in that county may join the Land Bank created by this Ordinance upon completion of the following requirements:

ORDINANCE NO. 2018-

- (a) Unanimous approval of the Board as it exists before the addition of the applicable city within Hall County, additional county and one or more city located in that additional county, or consolidated government; and
- (b) Amendment of this Ordinance and the execution of an amendment to any existing Intergovernmental Contract between the Parties and the applicable city within Hall County, additional county and one or more cities located in that additional county, or consolidated government.

Sec. 1-5-74. – Board, Executive Director and Staff

- (1) *Board Composition.* The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of his/her appointing Party and shall serve without compensation. The members shall be residents of their respective appointing Party and may be employees of the Parties.

The Board shall consist of the following members:

- (a) Three (3) members appointed by the Hall County Board of Commissioners, one (1) of which will serve for an initial term of two (2) years, and two (2) of which will serve for an initial term of four (4) years. The three (3) board members shall be as follows:
 - (i) _____ (Four year term)
 - (ii) _____ (Four year term)
 - (iii) _____ (Two year term)
- (b) Three (3) members appointed by the City of Gainesville Mayor and confirmed by the City Council, one (1) of which will serve for an initial term of two (2) years, and two (2) of which will serve for an initial term of four (4) years. The three (3) board members shall be as follows:
 - (i) _____ (Four year term)
 - (ii) _____ (Four year term)
 - (iii) _____ (Two year term)
- (c) One (1) member appointed by the Board and confirmed by both the Hall County Board of Commissioners and the governing body of the City of Gainesville for an initial term of two (2) years.

If other municipalities located wholly or partially within Hall County or an additional county and city located in that additional county join the Land Bank after the Effective Date, Hall County and the City of Gainesville shall then amend this Ordinance, including Sec. 1-5-74(a) regarding the composition of the Land Bank Board as necessary to accommodate the additional municipal partner but in keeping with the Georgia Land Bank Act. Any adjustments to the Board composition shall result in an odd number ranging between 5 and 11 members.

- (2) *Term of Office.* Except as otherwise provided in this section, the members of the Board appointed under Section 1-5-74(a) shall be appointed for staggered terms as indicated above. After the initial terms set forth in Section 1-5-74 (a) (1)-(3) above, all subsequent board appointments and re-appointments shall be for terms of four (4) years. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing entity may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the

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Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law. Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause or may be removed pursuant to any other provision of Georgia law.

- (3) *Vacancies.* A vacancy among the members of the Board appointed under Section 1-5-74(a), whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.
- (4) *Participation by School Districts.* Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board, who shall be a non-voting member.
- (5) *Meetings.* The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 *et seq.* of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place and date of the meetings.
- (6) *Records of Meetings.* The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 *et seq.* and 50-18-70 *et seq.* of the Official Code of Georgia Annotated.
- (7) *Quorum and Voting.* Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership:
 - (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
 - (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
 - (c) The incurring of debt;
 - (d) Adoption or amendment of the annual budget;
 - (e) Sale, lease, encumbrance, or alienation of real property, improvements or personal property with a value of more than \$50,000; and
 - (f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.
- (8) *Board Responsibilities.* The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Ordinance and the Georgia Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Georgia Land Bank Act.

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- (9) *Fiduciary Duty.* The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- (10) *Compensation.* The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, including employment by a Party to this agreement, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.
- (11) *Employees.* The Board may employ an executive director, its own counsel and legal staff, and such technical experts, other agents, and employees, permanent or temporary, as it may require and may determine the qualifications and fix the compensation and benefits of those persons. The services of such staff may also be retained pursuant to contracts or agreements with any or all Parties.
 - (a) An executive director selected and retained by the Land Bank Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies, and this Ordinance. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.
 - (b) The staff of the Land Bank, whether employed by the Land Bank or retained through contracts with the Parties, should be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.
- (12) *Ethics.* The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State code of ethics.
- (13) *Conflicts of Interest.* Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law and are subject to any other applicable law with respect to conflicts of interest. In addition, Members of the Board, and all officers, agents, appointees, employees and independent contractors shall comply with Section 48-4-111 (b) of the Georgia Land Bank Act, as it may be amended from time to time. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the

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Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

Sec. 1-5-75. – General Powers of Land Bank

- (1) *General Powers Under Land Bank Act.* The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act to the extent authorized by the Georgia Land Bank Act and any other Georgia law; including but not limited to:
 - (a) To adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business;
 - (b) To sue and be sued in its own name and plead and be impleaded in all civil actions, including, but not limited to, actions to clear title to property of the Land Bank;
 - (c) To adopt a seal and to alter the same at pleasure;
 - (d) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real or personal property of every kind and character, or any interest therein, in furtherance of the public purposes of the Land Bank;
 - (e) To acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer in order to secure credit extended by the Land Bank;
 - (f) To borrow from private lenders, from municipal corporations, counties, or consolidated governments, from the state, or from federal government funds, as may be necessary, for the operation and work of the Land Bank;
 - (g) To borrow money to further or carry out its public purpose and to execute notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its notes or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Land Bank, to evidence and to provide security for such borrowing;
 - (h) To issue notes or other obligations of the Land Bank and use the proceeds thereof for the purpose of paying all or any part of the cost of any Land Bank projects and otherwise to further or carry out the public purpose of the Land Bank and to pay all costs of the Land Bank incidental to, or necessary and appropriate to, furthering or carrying out such purpose;
 - (i) To make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the Land Bank's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;
 - (j) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any

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agency thereof in order to further or carry out the public purposes of the Land Bank;

- (k) The Land Bank shall have no authority to lend money to a nongovernmental entity; provided, however, that the Land Bank may administer funds in the form of a loan to a nongovernmental entity when such funds are received from federal, state, and local government entities for the purpose of making such loans; provided, further, that only such transactions which are fully consistent with the purpose of the Land Bank shall be permitted. In those transactions, a Land Bank may extend credit to any person, corporation, partnership, whether limited or general, or other entity for the costs of any Land Bank projects which credit may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the Land Bank shall determine to be reasonable in connection with such extension of credit, including provision for the establishment and maintenance of reserve funds, and, in the exercise of powers granted by this article in connection with any Land Bank projects the Land Bank shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Land Bank may deem necessary or desirable;
- (l) As security for repayment of any notes or other obligations of the Land Bank, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the land bank, including, but not limited to, real property, fixtures, personal property, and revenues or other funds, and to execute any lease, trust indenture, trust agreement, agreement for the sale of the Land Bank's notes or other obligations, loan agreement, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Land Bank, to secure any such notes or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the Land Bank upon default in any obligation of the Land Bank, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The state, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the Land Bank upon such default and agrees that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof;
- (m) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;
- (n) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in

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any manner as it deems to be in the best interests of the Land Bank and the public purpose thereof;

- (o) To procure insurance or guarantees from the General Assembly or federal government of the payments of any debts or parts thereof incurred by the Land Bank and to pay premiums in connection therewith;
- (p) To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, intergovernmental contracts for the joint exercise of powers under this article. Intergovernmental contracts with municipal corporations, counties, or consolidated governments may include contracts for the performance of services by municipal corporations, counties, or consolidated governments on behalf of the Land Bank or by the Land Bank on behalf of municipal corporations, counties, or consolidated governments, whether or not such counties, consolidated governments, or municipal corporations are located inside or outside the geographical boundaries of the Land Bank members;
- (q) To procure insurance against losses in connection with the real property, assets, or activities of the Land Bank;
- (r) To accept and issue deeds in its name, including without limitation the acceptance of real property in accordance with the provisions of subsection (f) of Section 9-6-19 of the Official Code of Georgia Annotated;
- (s) To finance by loan, grant, lease, or otherwise, refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage real property or rights or interests in property, and to pay the costs of any such project from the proceeds of loans by persons, corporations, partnerships, whether limited or general, or other entities, all of which the Land Bank is authorized to receive, accept, and use;
- (t) To fix, charge, and collect rents, fees, and charges for the use of real property of the Land Bank and for services provided by the Land Bank;
- (u) To grant or acquire a license, easement, lease, as lessor or lessee, or option with respect to real property of the Land Bank;
- (v) To enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of real property;
- (w) To hold title to real property for purposes of establishing contracts with nonprofit community land trusts, including, but not limited to, long-term lease contracts;
- (x) To organize and reorganize the executive, administrative, clerical, and other departments of the Land Bank and to fix the duties, powers, and compensation of all employees, agents, and consultants of the Land Bank; and
- (y) To do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

The exercise of a specific power by a Land Bank may be limited or withdrawn by a Land Bank member when the Land Bank is acting with respect to real property within the

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jurisdiction of such member. Procedures for the exercise of such limitation or withdrawal of power shall be provided in the intergovernmental contract.

- (2) *Tax Limitation.* The Land Bank shall not levy any type of tax or special assessment.
- (3) *Eminent Domain Prohibited.* The Land Bank shall neither possess nor exercise the power of eminent domain.
- (4) *Limitation on Political Activities.* The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.
- (5) *No Waiver of Governmental Immunity.* The Parties agree that no provision of the Ordinance is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.
- (6) *Non-Discrimination.* The Land Bank shall comply with all applicable law prohibiting discrimination.
 - (a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.
 - (b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

Sec. 1-5-76. – Specific Powers of the Land Bank

- (a) *Acquisition of Real Property.* Except as otherwise provided in this Ordinance or under the Georgia Land Bank Act, the Land Bank shall have the following powers with respect to acquisition or transfer of property: The Land Bank shall hold in its own name all Real Property acquired by the Land Bank without regard to the identity of the transferor of the property.
- (b) The Land Bank shall maintain and make available for public review and inspection an inventory of all Real Property held by the Land Bank.
- (c) The Land Bank may convey, exchange, sell, transfer, lease as lessor, grant, and mortgage as mortgagor any and all interests in, upon, or to real property of the Land Bank in some form and by such method as determined by the board to be in the best interest of the Land Bank.
- (d) The Land Bank shall determine the terms, conditions, form, and substance of consideration necessary to convey, exchange, sell, transfer, lease as lessor, grant, and mortgage as mortgagor any interests in, upon, or to real property.
- (e) Consideration may take the form of monetary payments and secured financial obligations, covenants, and conditions related to the present and future use of the property, contractual commitments of the transferee, and such other forms of consideration as determined by the Board to be in the best interest of the Land Bank.

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- (f) The Board shall determine and state in the Land Bank policies and procedures the general terms and conditions for consideration to be received by the Land Bank for the transfer of real property and interests in real property.
 - (g) The disposition of property by the Land Bank shall not be governed or controlled by any regulations or laws of the Parties unless specifically provided in the applicable intergovernmental contract.
 - (h) Land Bank Real Property shall be conveyed in accordance with the Georgia Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The following constitutes the hierarchical ranking of priorities for the use of Real Property conveyed by the Land Bank, including but not limited to:
 - (i) Elimination of slum and blight, particularly within residential neighborhoods;
 - (ii) Use for quality, affordable housing for the community workforce;
 - (iii) Use for purely public spaces and places;
 - (iv) Use as conservation areas;
 - (v) Use for retail, commercial, and industrial activities; and
 - (vi) Such other uses and in such hierarchical order as determined by the Board, with the consent of the Parties.
- (2) **Tax Delinquent Real Property.** Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Georgia Land Bank Act, and by resolution of the Board subject to the requirements of Sec. 1-5-74(h) of this Ordinance, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.
- (3) ***Civil Action to Protect Land Bank Real Property.*** The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.
- (4) ***Environmental Contamination.*** If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources, including remediation to the extent financially feasible.

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- (5) *Structure of Conveyances.* Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.
- (6) *Disposition of Proceeds.* Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Georgia Land Bank Act.

1-5-77. – Books, Records, and Finances

- (1) *Land Bank Records.* The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank, which shall be available to the Parties and the Public, shall include, but not be limited to, a copy of this Ordinance along with any amendments to the Ordinance, and any Intergovernmental Contract regarding the Land Bank between Hall County and any city that enters into the Contract, along with any amendments to the Contract, the Real Property inventory required by § 48-4-109 (b) of the Georgia Land Bank Act, all minutes of meetings of the Board and any committee of the Board, annual budget with any amendments thereto, and policies and procedures containing the general terms and conditions for consideration to be received by the Land Bank for transfer of Real Property and any interest therein. The records and documents shall be maintained until the termination of this Ordinance and/or Intergovernmental Contract regarding the Land Bank and shall be delivered to any successor entity.
- (2) *Financial Statements and Reports.* The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.
- (3) *Annual Budget.* The Board, or its designee upon the Board's discretion, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.
- (4) *Deposits and Investments.* The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.
- (5) *Disbursements.* Disbursements of funds shall be in accordance with guidelines established by the Board.
- (6) *Performance Objectives.* Each Fiscal Year, the Board or other individual designated by the Board shall prepare objectives for the Land Bank's performance that shall be approved by the Board.

1-5-78. Funding and Expenditures

- (1) *Budget Contributions.* The Parties may contribute to the annual Land Bank budget in such manner as approved by the Parties.
- (2) *Tax Allocation.* In accordance with O.C.G.A. § 48-4-110(c) of the Georgia Land Bank Act, 75% of the Real Property taxes collected on Real Property, exclusive of

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any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five years.

- (3) *Management of Funds.* The Land Bank Board, or its designee, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.
- (4) *Authorized Expenditures.* The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act consistent with this Ordinance.

1-5-79. Duration of Ordinance

- (1) *Duration.* This Ordinance shall commence on the Effective Date and shall remain in full force and effect until such time as the Land Bank has been terminated by the Parties.
- (2) *Termination.* The Land Bank shall be terminated by (i) agreement by all Parties, or (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with O.C.G.A. § 48-4-111 of the Georgia Land Bank Act, or (iii) by withdrawal of one or more Parties such that only one Party remains.
- (3) *Disposition upon Termination.* As soon as possible after termination, the Land Bank shall finish its affairs as follows:
 - (a) All of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;
 - (b) The remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the municipality or county in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts. To the extent the Land Bank owns cash or other account assets, said cash and other assets shall be distributed equitably, as approved by a majority of the Board of Directors; and
 - (c) Responsibility for any outstanding liability not capable of being paid as provided in Section 1-5-79(c)(1) shall be assigned to one or more of the parties or third party transferees as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated the responsibility of each property shall be with the Party in which the property is located.
 - (d) Any general liabilities not associated with a particular property and not capable of being paid as provided in Section 1-5-79(c)(1) shall be shared equally between the Parties upon dissolution of the Land Bank.

1-5-80. Miscellaneous

- (1) *Notices.* Any and all correspondence or notices required, permitted or provided for under this Ordinance to be delivered to any Party shall be sent that Party by

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first-class mail. All such written notices, including any notice of withdrawal, shall be sent to each other Party's signatory, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Hall County shall be sent to: Hall County Board of Commissioners, P. O. Drawer 1435, Gainesville, Georgia, 30503-1435. Notices to the City of Gainesville shall be sent to: City of Gainesville, P. O. Box 2496, Gainesville, Georgia, 30503-2496. Notices to any additional city parties shall be sent in accordance with the terms of the Ordinances or resolutions as adopted by the additional city Parties. Notices to the Land Bank shall be sent to the Land Bank principal office. All notices sent to the Parties to the Land Bank shall be binding unless said address is changed in writing.

- (2) *Interpretation of Ordinance.* The Parties intend that this Ordinance shall be construed liberally to effectuate the intent and purposes of this Ordinance and the legislative intent and purposes of the Georgia Land Bank Act. The statement of legislative intent and purpose shall be complete and independent authorization for the performance of each and every act and thing necessary or useful to the consummation of said purposes authorized by this Ordinance and the Georgia Land Bank Act. All powers granted to the Land Bank under this Ordinance and the Georgia Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.
- (3) *Severability of Provisions.* If any provision of this Ordinance, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Ordinance and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
- (4) *Governing Law.* This Ordinance is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Ordinance shall in all cases be construed as a whole according to its plain and fair meaning.
- (5) *Captions and Headings.* The captions, headings, and titles in this Ordinance are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Ordinance.
- (6) *Terminology.* All terms and words used in this Ordinance, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- (7) *Cross-References.* References in this Ordinance to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Ordinance to any section include all subsections and paragraphs in the section.
- (8) *Jurisdiction and Venue.* In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms of this Ordinance, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Hall County.
- (9) *Amendments to Georgia Land Bank Act.* The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Ordinance is amended to provide otherwise.

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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 and unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to Chapter 1-5 of the Code of Ordinances of the City of Gainesville, Georgia.

SECTION V.

The effective date of this Ordinance shall be upon final 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 resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/16/2018

Presenter: Bryan Lackey

Item of Business: Resolution: Intergovernmental Contract Between the City of Gainesville and Hall County to Create the Gainesville-Hall County Land Bank

Meeting Date: 8/2/2018

Purpose of Request:

To authorize an intergovernmental agreement by and between the City of Gainesville and Hall County to establish the Gainesville-Hall County Land Bank.

History/Background:

The General Assembly enacted the Georgia Land Bank Act to permit any city and the county containing such a city to enter into an intergovernmental contract for the purpose of establishing a land bank, the purpose of which would be to acquire dilapidated, abandoned, and tax delinquent properties of the County and/or the City in order to foster the public purpose of returning property which is in a nonrevenue generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs for the citizens of the City, County and State.

Facts & Issues for Consideration:

The City of Gainesville and Hall County have a desire to create the Gainesville-Hall County Land Bank, and enter into as intergovernmental contract as defined in the Georgia Land Bank Act setting forth the Parties' rights and responsibilities with respect to the Gainesville-Hall County Land Bank.

The Hall County Board of Commissioners voted to approve the Intergovernmental Contract between Hall County and the City of Gainesville on June 14, 2018.

Department Recommendation:

Approval of the resolution.

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
☐ Gainesville-Hall Land Bank Resolution	Resolution
☐ Gainesville-Hall Intergovernmental Contract	Contract/Agreement/MOU

RESOLUTION BR-2018 - ____

**INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF GAINESVILLE AND
HALL COUNTY TO CREATE THE GAINESVILLE-HALL COUNTY LAND BANK**

WHEREAS, there exists in the City of Gainesville and Hall County, a substantial number of dilapidated, abandoned, and tax delinquent properties; and

WHEREAS, these properties contribute to the blight and deterioration of the community and constitute an economic burden to the community; and

WHEREAS, the General Assembly, recognizing the magnitude of the problem, enacted O.C.G.A. § 48-4-100 et seq, the Georgia Land Bank Act, to permit any city and the county containing such a city to enter into an intergovernmental contract for the purpose of establishing a land bank, the purpose of which would be to acquire dilapidated, abandoned, and tax delinquent properties of the County and/or the City in order to foster the public purpose of returning property which is in a nonrevenue generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs for the citizens of the City, County and State; and

WHEREAS, the City of Gainesville and Hall County have a desire to create the Gainesville-Hall County Land Bank, and enter into as intergovernmental contract as defined in the Georgia Land Bank Act setting forth the Parties' rights and responsibilities with respect to the Gainesville-Hall County Land Bank; and

WHEREAS, the Hall County Board of Commissioners voted to approve the Intergovernmental Contract between Hall County and the City of Gainesville on June 14, 2018, creating the Gainesville-Hall County Land Bank.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute the Intergovernmental Contract by and between Hall County and the City of Gainesville to establish the Gainesville-Hall County Land Bank, which Agreement is attached hereto as Attachment "A", and any other documents necessary to effectuate the provisions of the Intergovernmental Contract.

Adopted this ____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

**INTERGOVERNMENTAL CONTRACT FOR LAND BANK CREATION
BY ONE COUNTY AND ONE OR MORE CITIES IN THAT COUNTY**

INTERGOVERNMENTAL CONTRACT

BETWEEN

HALL COUNTY

AND

CITY OF GAINESVILLE

CREATING THE

GAINESVILLE-HALL COUNTY LAND BANK

(a Georgia public body corporate and politic)

PREAMBLE

This intergovernmental contract is made and entered into as of this _ day of -- 20 ("Contract") under Article IX Section III, Paragraph I of the Georgia Constitution, and sections 36-34-2(5) and 48-4-100 through 48-4-112 of the Official Code of Georgia Annotated, between **HALL COUNTY** and the **CITY OF GAINESVILLE** (hereinafter the "Parties") for the purpose of establishing and creating the **GAINESVILLE-HALL COUNTY LAND BANK**, a separate legal entity and public body corporate and politic to administer and implement the purposes and objectives of this Contract.

RECITALS

WHEREAS, in enacting Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated (hereinafter the "Georgia Land Bank Act"), the Georgia General Assembly found that there is an overriding public need to confront the problems caused by dilapidated, abandoned, and tax delinquent properties, and to return properties which are nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide affordable housing, new industry, and jobs for the citizens of the State;

WHEREAS, the Georgia Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire dilapidated, abandoned, and tax delinquent properties in order to foster the public purpose of returning property which is nonrevenue-generating and nontax-producing to an effective utilization status in order to provide affordable housing, new industry, and jobs for the citizens of the State of Georgia;

WHEREAS, the Parties agree that the establishment of a land bank would be beneficial to the citizens and governments of and located within Hall County;

WHEREAS, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Georgia Land Bank Act; and

WHEREAS, the Parties want to create the Gainesville-Hall Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act.

Accordingly, the Parties agree to the following:

ARTICLE I **DEFINITIONS**

As used in this Contract the following terms shall have the meanings provided in this Article.

Section 1.01. "Board of Directors" or "Board" means the Board of Directors of the Land Bank.

Section 1.02. "Contract" means this intergovernmental contract between the Parties.

Section 1.03. "Effective Date" means the date upon which all of the following are satisfied:

- (a) the Contract is approved by ordinance of the governing body of Hall County and properly executed and entered on the minutes; and
- (b) the Contract is approved by ordinance of the governing body of the City of Gainesville and properly executed and entered on the minutes.

Section 1.04. "Fiscal Year" means the fiscal year of the Land Bank, which shall begin on July 1st of each year and end on the following June 30th.

Section 1.05. "Land Bank Act" means Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 1.0.11 of this Contract.

Section 1.06. "Land Bank" means the public body corporate and politic established pursuant to and in accordance with the provisions of this Contract and known as the Gainesville-Hall County Land Bank.

Section 1.07. "Party" or "Parties" means either individually or collectively, as applicable, Hall County or the City of Gainesville as each is a signatory to this Contract, and any other city, county or consolidated government that becomes a Party to this Contract after the Effective Date.

Section 1.08. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, or other legal entity.

Section 1.09. "Quorum" means a simple majority of the Board members then in office.

Section 1.10. "Real Property" means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

Section 1.11. "School District Advisor" means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation.

Section 1.12. "State" means the State of Georgia.

ARTICLE II

PURPOSE

Section 2.01. Purpose. The purpose of this Contract is to create and empower the Land Bank to exercise the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act.

Section 2.02. Programs and Functions. The Land Bank shall endeavor to carry out the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act consistent with this Contract, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives, and provisions of the Georgia Land Bank Act and the purposes, objectives and powers delegated to the Land Bank under other laws or executive orders and the Ordinances creating the Land Bank adopted by the Parties.

ARTICLE III
CREATION OF LAND BANK

Section 3.01. Creation and Legal Status of Land Bank. The Land Bank is established as a separate legal entity and public body corporate, to be known as the "Gainesville-Hall County Land Bank," for the purposes of acting as a land bank under the Georgia Land Bank Act and implementing and administering this Contract.

Section 3.02. By-Laws, and Policies and Procedures. The Board shall adopt by-laws consistent with the provisions of this Contract and the Georgia Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Contract and the Georgia Land Bank Act within ninety (90) days after the Board is appointed.

Section 3.03. Principal Office. The principal office and regular meeting location of the Land Bank shall be at a location within the geographical boundaries of Hall County, as determined by the Board. Special called meetings may be held outside the geographical boundaries of Hall County, as determined by the Board.

Section 3.04. Title to Land Bank Assets. Except as otherwise provided in this Contract, the Land Bank shall have title to all of its Real Property, and no Party shall have an ownership interest in Real Property owned by the Land Bank.

Section 3.05. Tax-Exempt Status. The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

Section 3.06. Waiver of Special Assessments. Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, or may exempt Real Property owned by the Land Bank from the imposition of special assessments.

Section 3.07. Compliance with Law. The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Contract.

Section 3.08. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Contract. The Parties shall only be bound and obligated under this Contract as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Contract does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Contract, or any other right or benefit.

Section 3.10. Additional Parties to Contract. At any time subsequent to the Effective Date, in accordance with the Georgia Land Bank Act, an additional city located in whole or in part within Hall County, or a consolidated government, or an additional county and at least one city located in that additional county may become a Party to this Contract by completing the following requirements:

- (a) Unanimous approval of the Board as it exists before the addition of the applicable city, county and at least one participating city in that county, or consolidated government, and execution by the Board chairperson of documents effectuating the addition of the new party to this Contract;
- (b) Adoption of a local law, ordinance or resolution as appropriate to the applicable city, county and its participating city, or consolidated government; and
- (c) Execution by an authorized representative of the applicable city, county or consolidated government of documents effectuating the addition of the new party to this Contract.

ARTICLE IV

BOARD, EXECUTIVE DIRECTOR AND STAFF

Section 4.01. Board Composition. The Land Bank shall be governed by a Board of Directors. Each member shall serve at the pleasure of the appointing Party and shall serve without compensation. The members shall be residents of their respective appointing Parties and may be elected officials or employees of the Parties. The members shall be persons who have at least five (5) years of experience or education, or combination of both, in urban planning, community development, real estate, land development, law, finance, or related areas.

The Board shall consist of the following members:

- (a) Two (2) members appointed by the Hall County Board of Commissioners, one (1) of which will serve for an initial term of two (2) years and one (1) of which will serve for an initial term of four (4) years;
- (b) Three (3) members appointed by the City of Gainesville Mayor and confirmed by the City Council, one (1) of which will serve for an initial term of two (2) years, and two (2) of which will serve for an initial term of four (4) years; and

Section 4.02. Term of Office. Except as otherwise provided in this section, the members of the Board appointed under Section 4.01 shall be appointed for staggered terms. After the initial terms set forth in Section 4.01(a)-(c), all subsequent board appointments and re-appointments shall be for terms of 4 years. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing Party may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

Section 4.03. Removal. Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed pursuant to any other provision of Georgia law.

Section 4.04. Vacancies. A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same

manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

Section 4.05. Participation by School Districts. Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board, who shall be a non-voting member.

Section 4.06. Meetings. The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 *et seq.* of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place and date of the meetings.

Section 4.07. Records of Meetings. The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 *et seq.* and 50-18-70 *et seq.* of the Official Code of Georgia Annotated.

Section 4.08. Quorum and Voting. Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
- (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
- (c) The incurring of debt;
- (d) Adoption or amendment of the annual budget;
- (e) Sale, lease, encumbrance, or alienation of real property, improvements or personal property with a value of more than \$50,000; and
- (f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.

Section 4.09. Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract, the Ordinances creating the Land Bank, and the Georgia Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Georgia Land Bank Act.

Section 4.10. Fiduciary Duty. The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their

duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.11. Compensation. The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 4.12. Executive Director and Initial Funding. The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies, and this Contract. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

Section 4.13. Employees. The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

Section. 4.14. Expertise of Land Bank Staff. The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

Section 4.15. Ethics. The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State code of ethics.

Section 4.16. Conflicts of Interest. Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. In addition, members of the Board, and all officers, agents, appointees, employees and independent contractors of the Land Bank shall comply with Section 48-4-111(6) of the Georgia Land Bank Act, as it may be amended from time to time. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

ARTICLE V

GENERAL POWERS OF LAND BANK

Section 5.01. General Powers Under Land Bank Act. The Land Bank may exercise all of the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act to the

extent authorized by the Georgia Land Bank Act, any other Georgia law, and the Ordinances creating the Land Bank adopted by the Parties as follows:

- (a) To adopt, amend, and repeal by-laws for the regulation of its affairs and the conduct of its business;
- (b) To sue and be sued in its own name and plead and be impleaded in all civil actions, including, but not limited to, actions to clear title to property of the Land Bank;
- (c) To adopt a seal and to alter the same at pleasure;
- (d) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real or personal property of every kind and character, or any interest therein, in furtherance of the public purposes of the Land Bank;
- (e) To acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer in order to secure credit extended by the Land Bank;
- (f) To borrow from private lenders, from municipal corporations, counties, or consolidated governments, from the state, or from federal government funds, as may be necessary, for the operation and work of the Land Bank;
- (g) To borrow money to further or carry out its public purpose and to execute notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its notes or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Land Bank, to evidence and to provide security for such borrowing;
- (h) To issue notes or other obligations of the Land Bank and use the proceeds thereof for the purpose of paying all or any part of the cost of any Land Bank projects and otherwise to further or carry out the public purpose of the Land Bank and to pay all costs of the Land Bank incidental to, or necessary and appropriate to, furthering or carrying out such purpose;
- (i) To make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the Land Bank's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;
- (j) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the Land Bank;
- (k) The Land Bank shall have no authority to lend money to a nongovernmental entity; provided, however, that the Land Bank may administer funds in the form of a loan to a nongovernmental entity when such funds are received from federal, state, and local government entities for the purpose of making such loans; provided, further, that only such transactions which are fully consistent with the purpose of the Land Bank shall be permitted. In those transactions, a Land Bank may extend credit to any person, corporation, partnership, whether limited or general, or other entity for the costs of any Land Bank

projects which credit may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the Land Bank shall determine to be reasonable in connection with such extension of credit, including provision for the establishment and maintenance of reserve funds, and, in the exercise of powers granted by this article in connection with any Land Bank projects the Land Bank shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Land Bank may deem necessary or desirable;

(l) As security for repayment of any notes or other obligations of the Land Bank, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the land bank, including, but not limited to, real property, fixtures, personal property, and revenues or other funds, and to execute any lease, trust indenture, trust agreement, agreement for the sale of the Land Bank's notes or other obligations, loan agreement, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Land Bank, to secure any such notes or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the Land Bank upon default in any obligation of the Land Bank, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The state, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the Land Bank upon such default and agrees that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof;

(m) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(n) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to be in the best interests of the Land Bank and the public purpose thereof;

(o) To procure insurance or guarantees from the General Assembly or federal government of the payments of any debts or parts thereof incurred by the Land Bank and to pay premiums in connection therewith;

(p) To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, intergovernmental contracts for the joint exercise of powers under this article. Intergovernmental contracts with municipal corporations, counties, or consolidated governments may include contracts for the performance of services by municipal corporations, counties, or consolidated governments on behalf of the Land Bank or by the Land Bank on behalf of municipal corporations, counties, or consolidated governments, whether or not such counties, consolidated governments, or municipal corporations are located inside or outside the geographical boundaries of the Land Bank members;

(q) To procure insurance against losses in connection with the real property, assets, or activities of the Land Bank;

(r) To accept and issue deeds in its name, including without limitation the acceptance of real property in accordance with the provisions of subsection (f) of Section 9-6-19 of the Official Code of Georgia Annotated;

(s) To finance by loan, grant, lease, or otherwise, refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage real property or rights or interests in property, and to pay the costs of any such project from the proceeds of loans by persons, corporations, partnerships, whether limited or general, or other entities, all of which the Land Bank is authorized to receive, accept, and use;

(t) To fix, charge, and collect rents, fees, and charges for the use of real property of the Land Bank and for services provided by the Land Bank;

(u) To grant or acquire a license, easement, lease, as lessor or lessee, or option with respect to real property of the Land Bank;

(v) To enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of real property;

(w) To hold title to real property for purposes of establishing contracts with nonprofit community land trusts, including, but not limited to, long-term lease contracts;

(x) To organize and reorganize the executive, administrative, clerical, and other departments of the Land Bank and to fix the duties, powers, and compensation of all employees, agents, and consultants of the Land Bank; and

(y) To do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 5.02. Tax Limitation. The Land Bank shall not levy any type of tax or special assessment.

Section 5.03. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 5.04. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 5.05. No Waiver of Governmental Immunity. The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.06. Non-Discrimination. The Land Bank shall comply with all applicable law prohibiting discrimination.

(a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

ARTICLE VI
SPECIFIC POWERS OF THE LAND BANK

Section 6.01. Acquisition of Real Property. Except as otherwise provided in this Contract, in the Ordinances creating the Land Bank, or under the Georgia Land Bank Act, the Land Bank shall have the following powers with respect to acquisition or transfer of property:

(a) The Land Bank shall hold in its own name all Real Property acquired by the Land Bank without regard to the identity of the transferor of the property.

(b) The Land Bank shall maintain and make available for public review and inspection an inventory of all Real Property held by the Land Bank.

(c) The Land Bank may convey, exchange, sell, transfer, lease as lessor, grant, and mortgage as mortgagor any and all interests in, upon, or to real property of the Land Bank in some form and by such method as determined by the Board to be in the best interest of the Land Bank.

(d) The Land Bank shall determine the terms, conditions, form, and substance of consideration necessary to convey, exchange, sell, transfer, lease as lessor, grant, and mortgage as mortgagor any interests in, upon, or to real property.

(e) Consideration may take the form of monetary payments and secured financial obligations, covenants, and conditions related to the present and future use of the property, contractual commitments of the transferee, and such other forms of consideration as determined by the Board to be in the best interest of the Land Bank.

(f) The Board shall determine and state in the Land Bank policies and procedures the general terms and conditions for consideration to be received by the Land Bank for the transfer of real property and interests in real property.

(g) The disposition of property by the Land Bank shall not be governed or controlled by any regulations or laws of the Parties unless specifically provided in the applicable intergovernmental contract.

(h) The program area for the Gainesville-Hall County Land Bank consists of the municipal limits of the City of Gainesville and unincorporated Hall County, with an area of high priority for the provision of quality housing shown in gold on the map attached hereto as Exhibit "A." The Parties hereby establish the following hierarchical ranking of priorities for the use of Real Property conveyed by the Land Bank, including but not limited to:

- (1) Elimination of slum and blight, particularly within residential neighborhoods;
 - (2) Use for quality, affordable housing for the community workforce;
 - (3) Use for purely public spaces and places;
 - (4) Use as conservation areas;
 - (5) Use for retail, commercial, and industrial activities; and
 - (6) Such other uses and in such hierarchical order as determined by the Board, with the consent of the Parties.
- (i) Except and unless restricted or constrained as provided in paragraph (1) of this subsection, the

Board may delegate to officers and employees the authority to enter into and execute agreements, instruments of conveyance, and all other related documents pertaining to the conveyance of real property by the Land Bank.

(j) Hall County's Neighborhood Stabilization Program (NSP) and Community Home Investment Program (CHIP) is under the Georgia Department of Community Affairs' administration and since Land Banking is not one of the approved NSP or CHIP activities, Hall County's NSP and CHIP properties would not be eligible for holding or administration by the Land Bank.

Section 6.02. Tax Delinquent Real Property. Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Georgia Land Bank Act, and by resolution of the Board subject to the requirements of Section 4.08 of this Contract, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

Section 6.03. Quiet Title Actions. The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

Section 6.04. Execution of Legal Documents Relating to Real Property. All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

Section 6.05. Holding and Managing Real Property. The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State, a Party to this Contract, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

(a) Grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Georgia Land Bank Act;

(b) Fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;

(c) Pay any tax or special assessment due on Real Property acquired or owned by the Land

(d) Take any action, provide any notice, or institute any proceeding required to clear or quiet

title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and

(e) Remediate environmental contamination on any Real Property held by the Land Bank.

Section 6.06. Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

Section 6.07. Environmental Contamination. If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

Section 6.08. Transfer of Interests in Real Property by Land Bank. On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person.

Section 6.09. Criteria for Conveyance. Land Bank Real Property shall be conveyed in accordance with the Georgia Land Bank Act, the Ordinances creating the Land Bank, and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing or a return of the property to tax-generating status.

Section 6.10. Structure of Conveyances. Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

Section 6.11. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Georgia Land Bank Act.

Section 6.12. Reservation of General Powers. Any Party may request that a power granted to the Land Bank be withdrawn or limited from the Land Bank for Real Property within the geographical boundaries under its jurisdiction by giving written notice to the other Party specifying the power by the section number and text in this Contract and requesting that the Ordinances and Contract be amended to reflect such withdrawal or limitation. If the power is not to be entirely withdrawn, but limited, the requesting Party shall submit proposed language for the modification. If the Parties agree, the Amendments to the Ordinances and this Contract shall be adopted at a regular meeting of the governing body of each Party as soon as practicable and entered on the minutes of both Parties. If the Parties cannot agree, the Land Bank shall continue to exercise the power as originally granted.

ARTICLE VII

BOOKS, RECORDS AND FINANCES

Section 7.01. Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank,

which shall be available to the Parties, shall include, but not be limited to, a copy of this Contract along with any amendments to the Contract, the Ordinances creating the Land Bank along with any amendments, the Real Property inventory required by § 48-4-109 (b) of the Georgia Land Bank Act, all minutes of meetings of the Board and any committee of the Board, annual budget with any amendments thereto, and policies and procedures containing the general terms and conditions for consideration to be received by the Land Bank for transfer of Real Property and any interest therein. The records and documents shall be maintained until the termination of this Contract and shall be delivered to any successor entity.

Section 7.02. Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on a Fiscal Year basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.03. Annual Budget. The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 7.04. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

Section 7.05. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Board.

Section 7.06. Performance Objectives. Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

ARTICLE VIII

FUNDING AND EXPENDITURES

Section 8.01. Budget Contributions.

The City of Gainesville agrees to provide initial capital funding in the amount of \$200,000.00, for a total initial capital budget of \$200,000.00 to be used in accordance with applicable laws, policies, and procedures toward the fulfillment of the hierarchical order of priorities of the Land Bank set forth in Section 6.01(8) of this Contract. Hall County has the option to contribute funds in the future per approval of the Hall County Board of Commissioners. In addition to the contributions set forth in this Section of the Contract, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party or Parties.

Section 8.02. Tax Allocation. The Parties agree that in accordance with Section 48-4-110(c) of the Georgia Land Bank Act, 75% of the Real Property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be

remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five (5) years.

Section 8.03. Management of Funds. The Land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Generally accepted accounting principles and procedures shall be used in the management of the accounts.

Section 8.04. Authorized Expenditures. The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Georgia Land Bank Act consistent with this Contract.

ARTICLE IX

DURATION OF CONTRACT

Section 9.01. Duration. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

Section 9.02. Withdrawal by Party. Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank. The Land Bank shall not automatically dissolve upon the withdrawal of one or more Parties except that no city may maintain the existence of a land bank if the county in which the city is located withdraws from the Land Bank, and no county may maintain the existence of a Land Bank if the single city that is both located within that county and a Party withdraws from the Land Bank.

Section 9.03. Termination. The Land Bank shall be terminated by (i) agreement by all Parties to this Contract, (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with Section 48-4-111 of the Land Bank Act, or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

Section 9.04. Disposition upon Termination. As soon as possible after termination, the Land Bank shall finish its affairs as follows:

(a) All of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;

(b) The remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the city, county or consolidated government in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts. To the extent the Land Bank owns cash or other account assets, said cash and other assets shall be distributed equitably, as approved by a majority of the Board of Directors; and

(c) Responsibility for any outstanding liability not capable of being paid as provided in Section 9.04(a) of this Contract shall be assigned to one or more of the parties or third party transferees upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each Real Property shall be with the Party in which the Real Property is

located.

(d) Any general liabilities not associated with a particular property and not capable of being paid as provided in Section 9.04(a) of this Contract shall be shared equally between the Parties upon dissolution of the Land Bank.

ARTICLE X MISCELLANEOUS

Section 10.01. Notices. Any and all correspondence or notices required, permitted or provided for under this Contract to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each Party's signatory to this Contract, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Hall County shall be sent to: Hall County Board of Commissioners, P. O. Drawer 1435, Gainesville, GA 30503-1435. Notices to the City of Gainesville shall be sent to: City of Gainesville, P. O. Box 2496, Gainesville, GA 30503-2496. Notices to any additional Parties shall be sent in accordance with the terms of the resolutions as adopted by the Parties. Notices to the Land Bank shall be sent to the Land Bank principal office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

Section 10.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 10.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Georgia Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Contract, the Ordinances creating the Land Bank, and the Georgia Land Bank Act. All powers granted to the Land Bank under this Contract and the Georgia Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 10.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. Cross-References. References in this Contract to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Contract to any section include all subsections and paragraphs in the section.

Section 10.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Hall County.

Section 10.10. Amendments to Contract. With the exception of the addition of a new Party pursuant to the provisions of Section 3.10 of this Contract, this Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 10.11. Amendments to Georgia Land Bank Act. The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Georgia Land Bank Act, unless the Contract is amended by the Parties to provide otherwise.

Section 10.12. Effective Date. This Contract shall become effective as of the Effective Date.

This Contract is executed by the authorized representatives of the Parties on the date(s) indicated below:

HALL COUNTY

a Georgia public body corporate

By: _____

Name: Richard Higgins

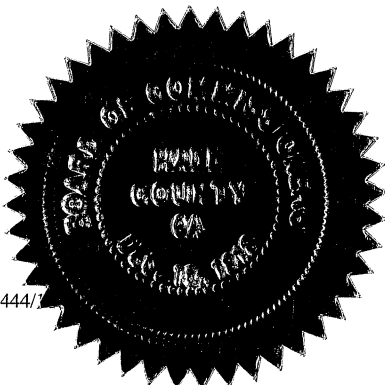
Title: Chairman

Date: June 14, 2018

ATTEST

Lisa A. Ritchie, County Clerk

COUNTY SEAL



JAR/jbp/11444/

CITY OF GAINESVILLE

By: _____

Name: C. Danny Dunagan, Jr.

Title: Mayor

Date: _____

ATTEST

Denise O. Jordan, City Clerk

CITY SEAL

APPROVED AS TO FORM

City Attorney

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/31/2018
Presenter: Danny Dunagan
Item of Business: Appointment(s): Chattahoochee Golf Course Advisory Committee
Meeting Date: 8/2/2018

Purpose of Request:

The purpose of this request is to address an expired term.

History/Background:

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

Facts & Issues for Consideration:

The Chattahoochee Country Club submitted a nomination for the expired term (see attachment).

Department Recommendation:

Consider the submitted nomination.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ CGCAC Member Listing	Backup Material
☐ Country Club Nomination	Backup Material

CHATTAHOOCHEE GOLF COURSE ADVISORY COMMITTEE

NOMINATED BY:	LAST NAME	FIRST NAME	APPOINTED/ TERM BEGAN	REAPPOINTED	EXPIRES
CCC	Weschler	Gene	6/5/2012 UE	12/16/2014 12/19/2017	12/19/2020
City Council	Worley	Bryson	8/15/2017		8/15/2020
City Council	Kiker	AJ	6/22/2010	3/4/2014 8/15/2017	8/15/2020
City Council	Lawson	Jeff	8/15/2017		8/15/2020
City Council	Shell	Martha	8/15/2017		8/15/2020
City Council	Hulsey (Chairperson)	Mike	3/4/2014	11/21/2017	11/21/2020
CCC	Hicks	Will	6/22/2010	12/16/2014 12/19/2017	12/19/2020
CCC	Kelly	Fred	11/1/2016		11/1/2019
CCC	Valentine	Dick	6/22/2010	12/16/2014 10/20/2015	7/1/2018
CCC	Peeples	Will	12/16/2014	12/19/2017	12/19/2020
Ex-Officio	Thompson	Zack	1/10/2017	1/9/2018	1/8/2019

TERM: Three year terms

CONTACT: Rodger Hogan, Golf Course

Re-established: June 22, 2010. Original Committee began January 1, 2005
 NOTES: First appointees serve the initial term as shown. All successors serve 3 year terms.
 Members continue to serve until a successor is appointed.
 Staggered terms for December 2014 appointments.

UPDATED: 1/10/18 ag

Denise Jordan

From: Rodger Hogan
Sent: Thursday, July 12, 2018 11:14 AM
To: Denise Jordan
Subject: Golf Course Advisory

Denise,

The Country Club submitted Mike Smith to replace Dick Valentine on the Golf Course Advisory Committee.

Mike Smith
6208 Elmer Truelove Rd
Clermont, GA 30527

Let me know if you need any more information.

Thanks,

Rodger Hogan, PGA
Director of Golf
Chattahoochee Golf Course
770 532-0033

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/31/2018
Presenter: Danny Dunagan
Item of Business: Appointment(s): Metropolitan Planning Organization Citizens Advisory Committee
Meeting Date: 8/2/2018

Purpose of Request:

The purpose of this request is to address a vacant position with a term expiration date of 6/30/2020.

History/Background:

The MPO-CAC follows the guidelines of the City Charter and the Code of Ordinances as well as the bylaws of the committee. Members of the committee serve three-year terms.

Facts & Issues for Consideration:

Department Recommendation:

Consider the nomination from the Mayor.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 MPO-CAC	Backup Material

METROPOLITAN PLANNING ORGANIZATION - CITIZENS ADVISORY COMMITTEE

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Propes	Connie	7/5/2011	3/19/2013 8/18/2015 6/6/2017	6/30/2020
Ward 2	Stoner	Leesa	6/6/2017		6/30/2020
Ward 3	Smith	Sammy	8/15/17 UE		6/30/2020
Ward 4	Lipscomb	Berlinda	12/2/2003	4/3/2007 7/5/2011 3/19/2013 7/19/2016	6/30/2019
Ward 5	Jardine	Mary	7/5/2011	3/19/2013 7/1/2014 6/6/2017	6/30/2020

TERMS: Three year terms as of 6/6/17
Two year terms *Wards 2, 4, and 5 are 3 year terms

NOTES: Part of Gainesville-Hall MPO (GHMPO).

CONTACT: Rusty Ligon, Community Development Director
Srikanth Yamala, Hall County Planning Director

UPDATED: 8/30/17 ag