AGENDA

Gainesville Work Session
Thursday, November 15, 2018, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Community Service Center	Resolution: Apply For and Accept FY2020 Section 5307 Grant	Phillippa Lewis Moss
Police	Resolution: Wal-Mart Foundation Local Facility Giving Program	Jay Parrish
Public Works	Resolution: FY2019 Local Maintenance and Improvement Grant (LMIG)	Matt Tarver
Public Works	Resolution: Accepting Millside Parkway as a City Street	Matt Tarver

CITY MANAGER ISSUES

	Public Hearing Item: November 20, 2018 Council Meeting Westside TAD Urban Redevelopment Plan	Angela Sheppard / Rusty Ligon
	Resolution: Property Acquisition at 506 & 508 Davis Street	Angela Sheppard

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, November 13, 2018, 1:45 PM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/13/2018

Presenter: Phillippa Lewis Moss

Item of Business: Resolution: Apply For and Accept FY2020 Section 5307 Grant

Meeting Date: 11/15/2018

Purpose of Request:
Approve submission of FY2020 Section 5307 Grant application and, if approved, acceptance of grant award. This grant provides capital and operating funds for the Gainesville Connection & Dial-A-Ride Bus Services.

History/Background:
An application must be made to GDOT/FTA each year for state/federal funding for the Gainesville Connection & Dial-A-Ride bus services.

Facts & Issues for Consideration:
The FY2020 Section 5307 funds 50% of the urban operational expenses for Gainesville Connection and Dial-A-Ride bus services.

Department Recommendation:
Approve the resolution for the FY2020 Section 5307 Grant Application Submission and Grant Award Acceptance.

Department Director:
Phillippa Lewis Moss

If funding is involved, are funds approved within the current budget?
No

Amount Requested:
The operating match will be included in the CSC's FY20 budget request.

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Apply for and Accept FY2020 Section 5307 Grant	Resolution

RESOLUTION PR-2018 - ___

Request to Apply For and Accept an FY2020 Section 5307 Grant

WHEREAS, each year the Federal Transit Administration (FTA) makes operating funds available to small urban transit systems like Gainesville Connection and Dial-A-Ride through its Section 5307 program; and

WHEREAS, staff of the Georgia Department of Transportation Intermodal Office packages the Section 5307 application requests of all small urban transit systems in Georgia and presents them to the Federal Transit Administration for consideration; and

WHEREAS, a successful application will result in funding that will cover fifty percent (50%) of the urban operational expenses for Gainesville Connection and Dial-A-Ride.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves submittal of the FY2020 Section 5307 application and acceptance of the grant funds if awarded.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and City Attorney to execute all contracts and associated documents related to said grant.

Adopted this _____ day of __________________, 2018.

____
C. Danny Dunagan, Jr., Mayor

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

ATTEST:

____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/5/2018

Presenter: Jay Parrish

Item of Business: Resolution: Wal-Mart Foundation Local Facility Giving Program

Meeting Date: 11/15/2018

Purpose of Request:
To accept a donation of $2,500.00 from Wal-Mart.

History/Background:

Facts & Issues for Consideration:
The Wal-Mart Foundation has selected the GPD to receive $2,500.00 for law enforcement youth educational programs and materials.

Department Recommendation:
Approve the resolution accepting the funds.

Department Director:
Carol Martin

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Resolution for Wal-Mart	Resolution

RESOLUTION PR-2018 - ___

WAL-MART FOUNDATION
LOCAL FACILITY GIVING PROGRAM

WHEREAS, the Wal-Mart Foundation has selected the Gainesville Police Department to receive grant funding through the Local Facility Giving Program; and

WHEREAS, the Wal-Mart Foundation has indicated that the Gainesville Police Department will receive $2,500.00; and

WHEREAS, the Gainesville Police Department has needs which are related to law enforcement programs and educational materials.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said funds awarded by the Wal-Mart Foundation.

Adopted this _____ day of __________________, 2018.

____
C. Danny Dunagan, Jr., Mayor

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ATTEST:

____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/1/2018

Presenter: Matt Tarver

Item of Business: Resolution: FY2019 Local Maintenance and Improvement Grant (LMIG)

Meeting Date: 11/15/2018

Purpose of Request:
To request authorization to apply for and accept the FY2019 LMIG grant funds offered by the Georgia Department of Transportation (GDOT).

History/Background:
The City has received the formula letter from GDOT identifying the City's FY2019 LMIG amount as $395,433.83.

Facts & Issues for Consideration:
The City has identified portions of Blue Ridge Drive, Howard Road, Lakshore Circle, Landmark Place, Martin Luther King Jr Boulevard and Virginia Circle as meeting the state criteria and will be submitted as part of the LMIG application.

Department Recommendation:
Authorize staff to apply for and accept the LMIG funding.

Department Director:
Chris Rotalsky

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

Amount Requested:
N/A

Source of Funds:
SPLOST and General Government Capital Improvement Projects

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	Resolution FY2019 Local Maintenance and Improvement Grant (LMIG)	Resolution

RESOLUTION PR-2018 - ___

FY2019 Local Maintenance and Improvement Grant (LMIG)

WHEREAS, the Georgia Department of Transportation has announced the FY2019 Local Maintenance and Improvement Grant (LMIG) Program; and

WHEREAS, the identified grant amount for the City of Gainesville is $395,433.83; and

WHEREAS, the City has identified portions of Blue Ridge Drive, Howard Road, Lakeshore Circle, Landmark Place, Martin Luther King Jr Boulevard and Virginia Circle as meeting the state criteria and will be submitted as part of the LMIG application; and

WHEREAS, the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2019 Street Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Public Works Department to prepare and submit the applications necessary for the project identified by staff, and further authorizes the Mayor and City Manager to sign all necessary documents for executing this grant application.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the LMIG funding in the amount of $395,433.83.

Adopted this _____ day of __________________, 2018.

____

C. Danny Dunagan, Jr., Mayor

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ATTEST:

____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/1/2018

Presenter: Matt Tarver

Item of Business: Resolution: Accepting Millside Parkway as a City Street

Meeting Date: 11/15/2018

Purpose of Request:
Recommend acceptance of Millside Parkway as a City street.

History/Background:
The developer of the Mundy Mill Subdivision has petitioned the City to accept Millside Parkway as a City street.

Facts & Issues for Consideration:
Staff determined Millside Parkway was constructed and maintained in accordance with City standards.

Department Recommendation:
Accept Millside Parkway as a City street.

Department Director:
Chris Rotalsky

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

Amount Requested:
N/A

Source of Funds:
N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Millside Parkway	Resolution

RESOLUTION BR-2018 - ___

ACCEPTING A PORTION OF MILLSIDE PARKWAY AS A CITY STREET

WHEREAS, the Gainesville Public Works Department has determined Millside Parkway located within the Mundy Mill Subdivision was developed and constructed in accordance with the approved plans; and

WHEREAS, the developer of the Mundy Mill Subdivision has completed the public improvements located within the right-of-way of Millside Parkway and has requested that the City of Gainesville accept maintenance of those improvements located within two sections of the right-of-way as shown on the Warranty Deed and Final Subdivision Plat last revised on November 6, 2018; and

WHEREAS, the first section begins at its intersection with State Route 53 (Mundy Mill Road) and extends a distance of 650 feet along its centerline; and

WHEREAS, the second section is located between Cottonwood Drive and Old Oakwood Road; and

WHEREAS, the two referenced sections of Millside Parkway have a total centerline length of 6,094 feet; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby accepts the aforementioned portions of Millside Parkway as a City of Gainesville public street and accepts the associated lighting and standard maintenance costs thereof.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville authorizes the Mayor and/or City Manager to sign, and staff to record, the Warranty Deed accepting the associated right-of-way.

Adopted this _____ day of __________________, 2018.

____

C. Danny Dunagan, Jr., Mayor

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ATTEST:

____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/14/2018

Presenter: Angela Sheppard / Rusty Ligon

Item of Business: **Public Hearing Item: November 20, 2018 Council Meeting**
Westside TAD Urban Redevelopment Plan

Meeting Date: 11/15/2018

Purpose of Request:
To adopt an Urban Redevelopment Plan for the Westside Redevelopment Area, establish Tax Allocation District Number Three - Westside and to dissolve Tax Allocation District Number Two - Lakeshore Mall.

History/Background:
The Lakeshore Mall TAD was established in 2012. There has been a desire to extend the TAD boundaries to capture other retail areas. The expanded area is identified in the Redevelopment Plan for the Westside Redevelopment Area.

Facts & Issues for Consideration:
The primary purpose of the Westside TAD is to focus on the redevelopment of retail areas.

Department Recommendation:
To hold a public hearing and adopt 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
Westside TAD Resolution	Resolution
Exhibit A - Redevelopment Plan for the Westside Redevelopment Area	Attachments/Exhibits
Westside TAD Public Hearing Notice	Legal Ad
Westside TAD Power Point Presentation	Powerpoint Presentation

RESOLUTION BR-2018-___

A RESOLUTION OF THE CITY OF GAINESVILLE TO DISSOLVE THE LAKESHORE MALL REDEVELOPMENT AREA AND TAX ALLOCATION DISTRICT NUMBER TWO-LAKESHORE MALL; TO CREATE THE WESTSIDE REDEVELOPMENT AREA AND TAX ALLOCATION DISTRICT NUMBER THREE–WESTSIDE; TO DESIGNATE THE BOUNDARIES OF THE WESTSIDE REDEVELOPMENT AREA AND TAX ALLOCATION DISTRICT NUMBER THREE-WESTSIDE; TO ESTABLISH THE TAX ALLOCATION INCREMENT BASE FOR THE TAX ALLOCATION DISTRICT NUMBER THREE-WESTSIDE; TO ADOPT A REDEVELOPMENT PLAN FOR THE WESTSIDE REDEVELOPMENT AREA; TO ESTABLISH THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS OR OBTAIN OTHER FINANCING NECESSARY TO EFFECTUATE THE REDEVELOPMENT OF THE WESTSIDE REDEVELOPMENT AREA; TO AUTHORIZE THE GOVERNING BODY OF THE CITY OF GAINESVILLE TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE REDEVELOPMENT PLAN FOR THE WESTSIDE REDEVELOPMENT AREA PURSUANT TO THE REDEVELOPMENT POWERS LAW AND THE URBAN REDEVELOPMENT LAW; AND FOR OTHER PURPOSES.

WHEREAS, the Redevelopment Powers Law (O.C.G.A. § 36-44-1 et seq.) provides for the establishment of redevelopment powers and the creation of redevelopment plans and tax allocation districts by counties and municipalities in the State of Georgia; and

WHEREAS, the purpose of the Redevelopment Powers Law is to improve economic and social conditions within economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities, and create a greater demand for governmental services; and

WHEREAS, pursuant to Local Act No. 222 (House Bill No.772) (2005 Ga. Laws p. 3770) as approved by a majority of the voters in a referendum held on November 8, 2005, the City of Gainesville (the “City”) is authorized to exercise the redevelopment powers as defined in the Redevelopment Powers Law; and

WHEREAS, a Redevelopment Plan was adopted for the Lakeshore Mall Redevelopment Area pursuant to the Redevelopment Powers Law on December 18, 2012 (the “Lakeshore Mall Redevelopment Plan”); and

WHEREAS, the Lakeshore Mall Redevelopment Plan and the Tax Allocation District Number Two-Lakeshore Mall, covered only the Lakeshore Mall property in the Lakeshore Mall Redevelopment Area; and

WHEREAS, the City has determined it is in the best interest of the City and its citizens to include in a tax allocation district additional property on the west side of the City beyond that identified in the Lakeshore Mall Redevelopment Plan and the Tax Allocation District Number Two-Lakeshore Mall; and

WHEREAS, the City has prepared a Redevelopment Plan that identifies the Westside Redevelopment Area pursuant to § O.C.G.A. 36-44-3(9); and

WHEREAS, the City finds that the Westside Redevelopment Area is a blighted and distressed area and a deteriorating area, as defined in O.C.G.A. § 36-44-3(7); and

WHEREAS, the City has determined that there are no unpaid redevelopment costs in the existing Tax Allocation District Number Two–Lakeshore Mall and that redevelopment in the west side of the City will best be served by the dissolution of the existing Tax Allocation District Number Two-Lakeshore Mall and the establishment of a larger Tax Allocation District Number Three-Westside; and

WHEREAS, it is in the public interest of the City that the Redevelopment Powers Law be exercised to improve economic and social conditions of the Westside Redevelopment Area in order to abate or eliminate deleterious effects of its current depressed and underutilized state; and

WHEREAS, the governing body of the City desires to dissolve Tax Allocation District Number Two–Lakeshore Mall, adopt the Redevelopment Plan for the Westside Redevelopment Area, and create Tax Allocation District Number Three–Westside.

BE IT ORDAINED by the governing body of the City of Gainesville, Georgia, as follows:

SECTION I.

The City of Gainesville finds and declares that the Westside Redevelopment Area has not been subject to valuable redevelopment and growth through private enterprise and would not reasonably be anticipated to be redeveloped without the approval of the Westside TAD Urban Redevelopment Plan.

SECTION II.

The City of Gainesville finds and declares that improvement of the Westside Redevelopment Area, as defined and described in the Redevelopment Plan for the Westside Redevelopment Area, is likely to enhance the value of a substantial portion of real property in the Westside Redevelopment Area.

SECTION III.

The Redevelopment Plan for the Westside Redevelopment Area is attached hereto as Exhibit “A”, and is hereby approved upon adoption of this resolution by the governing body of the City of Gainesville as the Redevelopment Plan for the Westside Redevelopment Area pursuant to the Redevelopment Powers Law.

SECTION IV.

The Tax Allocation District Number Two-Lakeshore Mall is hereby dissolved.

SECTION V.

Tax Allocation District Number Three–Westside is hereby created as of December 31, 2018, and shall continue in existence until all redevelopment costs, including financing costs and debt service on tax allocation bonds, are paid in full.

SECTION VI.

The City hereby establishes the estimated Tax Allocation Increment Base of $133,271,452.00 for the Tax Allocation District Number Three–Westside. The property taxes to be used for computing tax allocation increments are specified in the attached Redevelopment Plan and incorporated herein by reference.

SECTION VII.

The governing body of the City will act as the redevelopment agency and will exercise the redevelopment powers as necessary to implement the provisions of the Redevelopment Plan for the Westside Redevelopment Area and effectuate the redevelopment of the Westside Redevelopment Area pursuant to the Redevelopment Plan for the Westside Redevelopment Area and the Redevelopment Powers Law.

SECTION VIII.

The governing body of the City intends to authorize issuance of tax allocation bonds and/or obtain commercial bank financing and to use the proceeds of any tax allocation bonds or financing for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds or commercial financing; environmental remediation; capital costs of public and private improvements, including but not limited to streets, bridges, utilities, storm and sanitary sewers, parks, trails, sidewalks and streetscapes; professional services costs, including fees for architectural, engineering and environmental services; real estate assembly; and such other uses deemed necessary pursuant to provisions of the Redevelopment Plan for the Westside Redevelopment Area and the Redevelopment Powers Law.

SECTION IX.

The property proposed to be pledged for payment or as security for payment of tax allocation bonds will include the positive ad valorem tax allocation increments from ad valorem taxes levied on all real property within the boundaries of the Tax Allocation District Number Three–Westside.

SECTION X.

The governing body of the City hereby instructs and authorizes the Chief Financial Officer of the City to establish a Special Fund for accrual of tax allocation increment and to establish procedures for management, oversight, and disbursement, and to establish a procedure for payment of any draw requests or other requests for funds for redevelopment costs for redevelopment projects approved by the governing body of the City.

SECTION XI.

All resolutions, ordinances, and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION XII.

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

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City hereby authorize the Mayor, City Manager, and/or City Attorney to execute such documents necessary to effectuate the provisions of this resolution.

Adopted this ___ day of ___________, 2018.

____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

____

Denise O. Jordan, City Clerk

City of Gainesville Tax Allocation District #3:

Westside TAD

Redevelopment Plan

DRAFT 1.1

November 2018

Prepared for:

Prepared by:

Table of Contents

1. Introduction

The City of Gainesville presents this plan outlining the rationale, boundaries, fiscal data and potential projects that could result from the formation of the **City of Gainesville Tax Allocation District #3**: ***Westside TAD***. This Redevelopment Plan was prepared in conformance with the provisions of Georgia's Redevelopment Powers Law (O.C.G.A. Title 36 Chapter 44) that governs the creation and operation of Tax Allocation Districts (TADs) in the State of Georgia. Leadership in the preparation of this plan was provided by the City of Gainesville. This TAD would replace the City of Gainesville TAD #2: Lakeshore Mall.

Why Gainesville Would Benefit from a Tax Allocation District

The City of Gainesville and its public and private partners have built a thorough base of planning and visioning for the Lakeshore Mall area and its adjacent commercial corridors. While the City of Gainesville has seen strong growth in recent years, little of that growth and development momentum has been seen in Gainesville's west side. The *Westside TAD* would provide a useful tool to catalyze positive change and redevelopment in the City's core, resulting in:

- Redevelopment of blighted and vacant structures and parcels;
- Increased commercial and retail activity in Gainesville, leading to higher capture of sales taxes;
- Increased opportunities for economic activity within Gainesville and Hall County;
- Improved housing options, commercial buildings and public space;
- An improved gateway into downtown Gainesville;
- Improved transportation infrastructure, sidewalks, and streetscapes;
- Enhanced quality of life for residents, workers, and visitors;
- Higher property values and property tax revenues for Gainesville, Hall County and Gainesville City Schools.

Goal

The goal of the City of Gainesville TAD # 3 is to upgrade and enhance the Lakeshore Mall area and its adjacent commercial corridors and to encourage the private redevelopment of outmoded, highway-oriented commercial development into modern development patterns to achieve the vision set forth in the City of Gainesville's 2040 Comprehensive Plan.

2. Overview of Redevelopment Plan and its Benefits

Boundaries of the Redevelopment Area

The proposed Redevelopment Area and the Tax Allocation District for the City of Gainesville Tax Allocation District #3: Westside TAD are the same, defined by the same boundary and containing the same parcels and rights-of way. The proposed Redevelopment Area includes properties in the City of Gainesville in the area of the Lakeshore Mall and its adjacent commercial corridors, specifically Browns Bridge Rd., Jesse Jewell Parkway, and Pearl Nix Parkway as well as nearby blighted and underdeveloped areas with redevelopment potential.

The Redevelopment Area consists of 170 parcels totaling 344 acres.

The taxable value of the Redevelopment Area as of 2018 is $133 million, representing 2.9% of the City of Gainesville's total Tax Digest.

Gainesville and Hall County Proposed TAD Summary

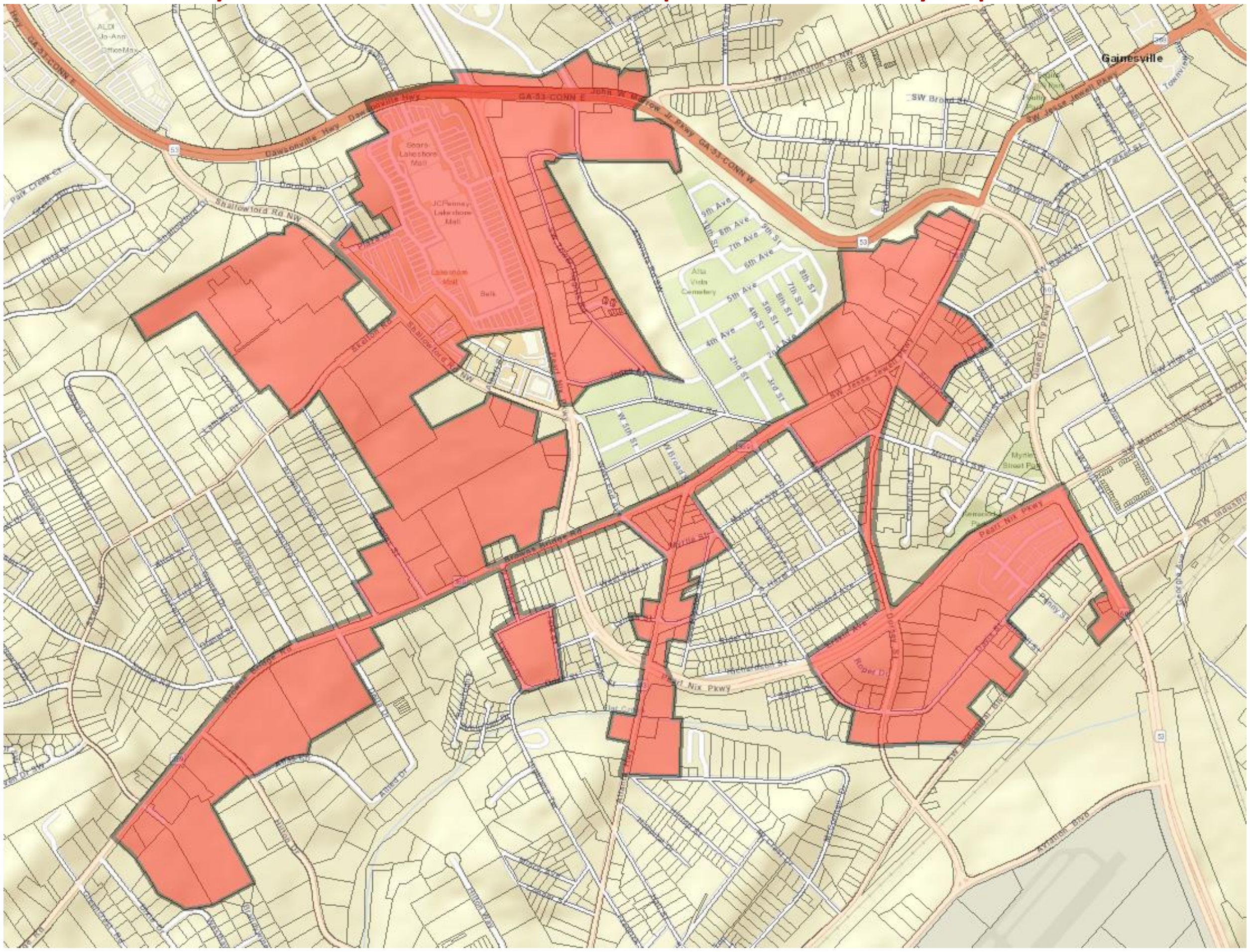
Gainesville TAD #3 - Proposed TAD Summary	
Parcels	170
Acreage	344
2018 Appraised Value	$ 145,216,773
2018 Taxable Value	$ 133,271,452
2017 Gainesville City Tax Digest (100%)	$ 4,609,670,514
TAD as % of Gainesville Taxable Digest	2.889%
2017 Hall County Tax Digest (40% Adjusted to 100%)	$ 18,248,609,308
TAD as % of Hall County Taxable Digest	0.73%
2018 Gainesville Schools Tax Digest (100%)	$ 4,440,857,711
TAD as % of Gainesville Schools Taxable Digest	3.00%

Gainesville TAD #3 - Summary of TAD Benefits	
Projected market value of TAD at build out	$ 483,152,621
Market value of new private investment	$ 338,270,109
Estimated real property tax increment after full build out	$ 350,215,430
Potential cost of public infrastructure that could be financed by TAD	$ 53,168,026

Source: BAG, Hall County GIS, Georgia Department of Revenue

The Redevelopment Area and Tax Allocation District boundary is shown on the map on the following page.

City of Gainesville TAD #3 and Redevelopment Area Boundary Map



Source: BAG, Hall County

City of Gainesville TAD #3 Qualifies as a TAD

The City of Gainesville TAD #3 Redevelopment Area complies with the O.C.G.A. definition as a blighted or distressed area due to the evidence of pervasive poverty, high unemployment, and chronic population decline, consistent with O.C.G.A. § 36-44-3 (A) (ii).

These criteria are documented in section 3(B).

Proposed Redevelopment Projects

This Redevelopment Plan envisions eleven redevelopment character areas, each of which would contain redevelopment projects which reflect community objectives identified in the City of Gainesville's 2040 Comprehensive Plan. These projects are illustrative, for the purposes of modeling feasible redevelopment potential in the Redevelopment Area only, and do not reflect an endorsement or recommendation of any specific redevelopment project, site, or concept. These projects are envisioned as being developed incrementally over twenty years.

The eleven prototypical subarea redevelopment projects illustrate the scope of feasible potential redevelopment in the TAD area. They are based on proposed projects or hypothetical projects that are consistent with the vision and demand forecasts presented in the City of Gainesville's 2040 Comprehensive Plan.

Collectively, these eleven areas would include:

- 344 acres on 170 parcels with a current market value of $133 million
- $350 million of potential new redevelopment, including
    - 1,420 residential units; including townhomes, condominiums, rental units, student apartments and senior apartments
    - 2.8 million SF of new retail space
    - 515,000 SF of new office and medical office space
    - 155,000 SF of new Flex space
    - 340 new hotel rooms.

Estimate of TAD Revenue

Based on the parcels included in the TAD and the potential redevelopment being considered, we can forecast how much potential TAD revenue could be generated, as well as how much financing potential could be supported based on that revenue The most likely scenario in this case is that these properties and adjacent infrastructure would be improved incrementally over time, through a number of self-contained pay-as-you-go TAD deals or small bank loans financed by TAD revenue.

- **The base value** of the 170 properties in the TAD, frozen **at $133 million** through the life of the TAD, would continue to generate approximately $1.3 million in collective property tax revenue to the General Funds of the City of Gainesville and Gainesville Schools. Throughout the life of the TAD, City of Gainesville would receive approximately $382,000 in annual property tax revenue, while Gainesville City Schools would receive approximately $913,000 in annual property tax revenue generated by the base value of the properties within the TAD.

- **Total cumulative TAD revenue** over a 25-year period would be approximately $53 million. If the TAD were to be used purely on a Pay-as-you-go basis, a total of $53 million (2018 dollars) in projects could be funded over the 25 year period.
- **Financing potential:** The AD could support Bond or Bank Loan financing that would generate **between $23.5 million and $24.2 million** in financing secured through the TAD revenue.
- **Dissolution of TAD:** Assuming that the TAD is dissolved at the end of year 25, the total value of properties within the TAD would be approximately $483 million (up from $133 million at year 0) increased by a combination of new development and property value inflation. Once the TAD is dissolved, these properties would contribute property tax revenue of approximately $3.4 million (2018 dollars) annually into the combined general funds of the City of Gainesville and Gainesville City Schools.

Proposed Public Investments

Additional improvements to the City of Gainesville's infrastructure will be necessary to support the community's vision of redevelopment for the area and to support the growth and development envisioned in Gainesville's Comprehensive Plan, this Redevelopment Plan, and other master plans and studies. Having a Tax Allocation District in place will help fund the infrastructure improvements necessary to support this vision.

The city has estimated the cost for implementing the potential public improvements, including construction and improvement of the necessary public infrastructure, at $53 million, which the City intends to fund through funds generated by growth in the Tax Digest in the Tax Allocation District, using a combination of bonds, loans and/or pay-as-you-go funding as deemed appropriate

Summary of Benefits to Gainesville, Hall County, and City of Gainesville Schools

Gainesville and Hall County residents will benefit substantially from the City of Gainesville Tax Allocation District #3.

- **The TAD will leverage substantial private investment:**
    - Using TAD financing to fund construction of infrastructure will enable the City to leverage approximately $53 million in TAD funding to attract $483 million in private investment, a leverage ratio of $9.12 in private dollars invested for every $1 of TAD investment.

- **Increased and diversified tax base:**
    - The creation of the City of Gainesville TAD #3 could sustainably increase the Redevelopment Area's 2018 taxable value from $133.3 million to $483.5 million. This would result in approximately $3.4 million in new annual property tax receipts and support potential TAD funding for up to $53 million in needed infrastructure.
    - The redevelopment of underdeveloped, blighted, and vacant properties will generate substantial new annual tax revenues from property taxes, sales taxes, business licenses and other sources.
    - Once any TAD obligations of the district are retired, the City, County and Schools will receive the full property tax increment from the accelerated pace of new development created. Throughout the TAD period, the proposed redevelopment will generate additional retail sales with increased LOST and ELOST revenues.
- **Enhanced opportunities and quality of life:**
    - The TAD can be used to fund projects to mitigate congestion, improve traffic operations, and improve the aesthetic and visual environment of the area. New appealing mixed-use development will broaden the area's appeal and increase its economic competitiveness.
    - Redevelopment will provide an expanded job base in office related uses, professional, retail and service industries.
    - New living, working, shopping, dining and entertainment options will serve local residents and businesses and will attract visitors from outside the area.
    - Local benefits will include increased personal incomes and new opportunities for the growth and expansion of local businesses.
- **Employment and payroll growth:**
    - The proposed redevelopment projects could support over 5,000 new office, retail, and hospitality jobs, with a combined annual estimated payroll of $205 million.
    - Redevelopment and construction would generate significant local job creation and economic activity such as local purchasing, permits, taxes and fees.
- Potential benefits to Gainesville City Schools
    - The TAD will accelerate future growth in the Schools' Tax Digest, LOST and ELOST revenues, with minimal impact on the demand for school services.
    - Gainesville City Public Schools will continue to receive the estimated $913,000 in property tax revenue currently generated in the TAD Redevelopment Area.
    - The proposed redevelopment in TAD Redevelopment Area #3 will have the potential to generate an additional $2.4 million in new property taxes after redevelopment, which will revert to City of Gainesville Schools upon the termination of the TAD.
    - New retail development in the TAD area will generate an estimated $4.2 million in new ELOST sales tax revenue annually after build-out.

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3. Redevelopment Plan

A. Boundaries of the Proposed Redevelopment Area

The proposed Redevelopment Area and the Tax Allocation District for the City of Gainesville Tax Allocation District #3: Westside TAD are the same, defined by the same boundary and containing the same parcels and rights-of way. The proposed Redevelopment Area includes properties in the City of Gainesville in the area of the Lakeshore Mall and its adjacent commercial corridors, specifically Browns Bridge Rd., Jesse Jewell Parkway, and Pearl Nix Parkway as well as nearby blighted and underdeveloped areas with redevelopment potential. This TAD would replace the City of Gainesville TAD #2: Lakeshore Mall.

The Redevelopment Area consists of 170 parcels totaling 344 acres.

The taxable value of the Redevelopment Area as of 2018 is $133 million, representing 2.9% of the City of Gainesville's total Tax Digest.

Gainesville and Hall County Proposed TAD Summary

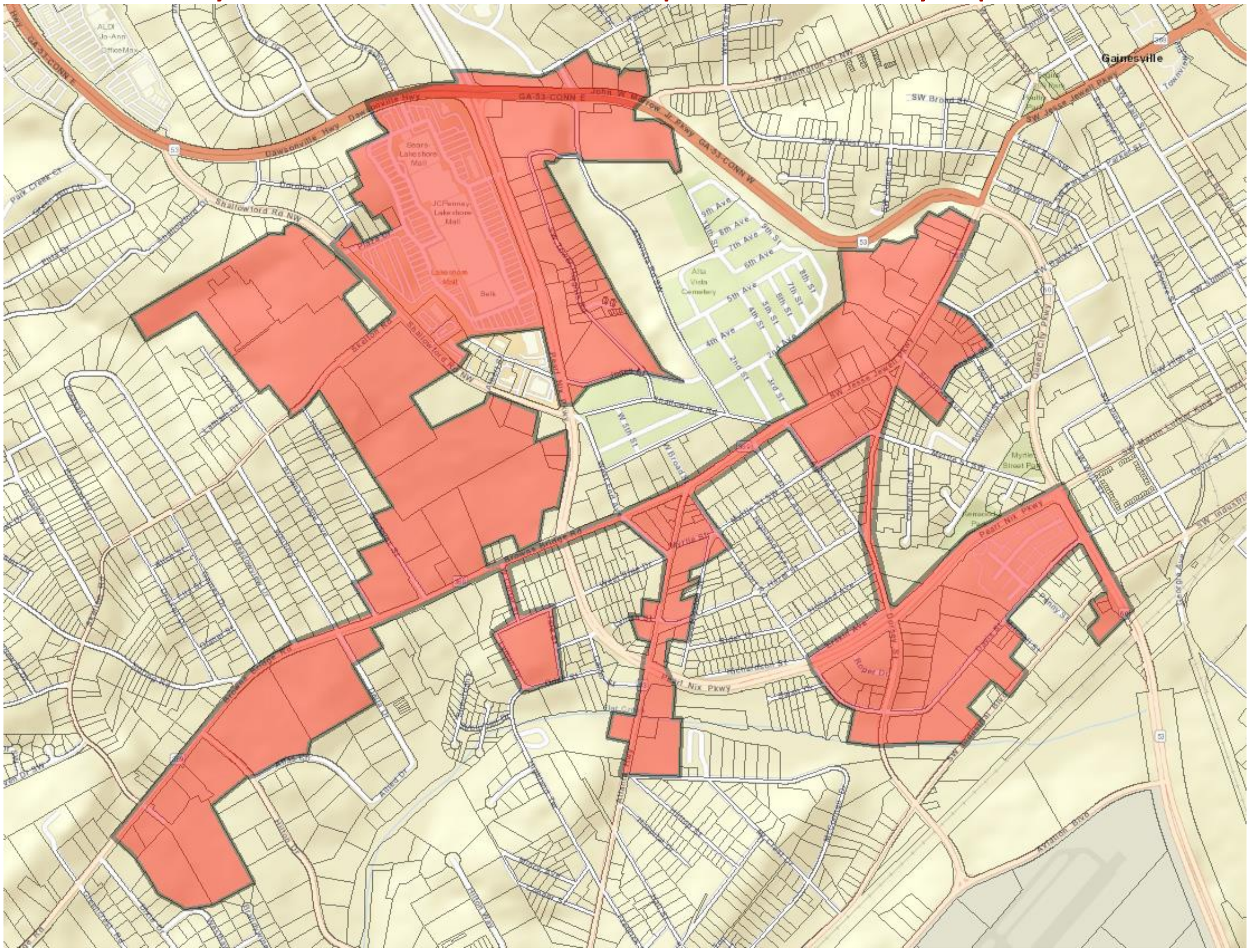
Gainesville TAD #3 - Proposed TAD Summary	
Parcels	170
Acreage	344
2018 Appraised Value	$ 145,216,773
2018 Taxable Value	$ 133,271,452
2017 Gainesville City Tax Digest (100%)	$ 4,609,670,514
TAD as % of Gainesville Taxable Digest	2.889%
2017 Hall County Tax Digest (40% Adjusted to 100%)	$ 18,248,609,308
TAD as % of Hall County Taxable Digest	0.73%
2018 Gainesville Schools Tax Digest (100%)	$ 4,440,857,711
TAD as % of Gainesville Schools Taxable Digest	3.00%

Gainesville TAD #3 - Summary of TAD Benefits	
Projected market value of TAD at build out	$ 483,152,621
Market value of new private investment	$ 338,270,109
Estimated real property tax increment after full build out	$ 350,215,430
Potential cost of public infrastructure that could be financed by TAD	$ 53,168,026

Source: BAG, Hall County GIS, Georgia Department of Revenue

The Redevelopment Area and Tax Allocation District boundary is shown on the map on the following page.

City of Gainesville TAD #3 and Redevelopment Area Boundary Map



Source: BAG, Hall County

B. Grounds for a Finding that the Redevelopment Area Qualifies as a TAD

The City of Gainesville has the authority to exercise all redevelopment and other powers authorized or granted municipalities pursuant to the Redevelopment Powers Law (Chapter 44 of Title 36 of the O.C.G.A.), as approved by Gainesville voters by referendum in November of 2006.

The City of Gainesville TAD #3 complies with the O.C.G.A. § 36-44-3 (2014) definition of a *Redevelopment Area* due to the following qualifying definitions.

> *Tax allocation districts are authorized in Georgia under the Redevelopment Powers Law, O.C.G.A. Title 36, Chapter 44. In 2009, the Redevelopment Powers Law was amended again, with the following definition of a "Redevelopment Area":*
>
> > *'Redevelopment Area' means an urbanized area as determined by current data from the US Bureau of the Census or an area presently served by sewer that qualifies as a 'blighted or distressed area, a 'deteriorating area,' or an 'area with inadequate infrastructure' as follows:*

(A) A 'blighted or distressed area' is an area that is experiencing one of more conditions of blight as evidenced by:

- *(i) The presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures, the predominance of a defective or inadequate street layout, or transportation facilities; or faulty lot layout in relation to size, accessibility, or usefulness;*
- *(ii) Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the U.S. Bureau of the Census, and an unemployment rate that is 10 percent higher than the state average;*
- *(iii) The existence of conditions through any combination of the foregoing that substantially impair the sound growth of the community and retard the provision of housing accommodations or employment opportunities;*

(B) A 'deteriorating area' is an area that is experiencing physical or economic decline or stagnation as evidenced by two or more of the following:

- *(i) The presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance;*
- *(ii) High commercial or residential vacancies compared to the political subdivision as a whole;*
- *(iii) The predominance of structures or buildings of relatively low value compared to the value of structures or buildings in the surrounding vicinity or significantly slower growth in the property tax digest than is occurring in the political subdivision as a whole;*
- *(iv) Declining or stagnant rents or sales prices compared to the political subdivision as a whole;*
- *(v) In areas where housing exists at present or is determined by the political subdivision to be appropriate after redevelopment, there exists a shortage of safe, decent housing that is not substandard and that is affordable for persons of low and moderate income;*
- *(vi) Deteriorating or inadequate utility, transportation, or transit infrastructure;*

The City of Gainesville TAD #3 Redevelopment Area complies with the O.C.G.A. definition as a blighted or distressed area due to the evidence of pervasive poverty and the presence of physical and economic decline and stagnation, consistent with O.C.G.A. § 36-44-3 (B) (i-iv).

Specifically, Gainesville Westside TAD #3 meets the state requirements for determining a redevelopment area noted above as evidenced by the following:

A (i) – The Redevelopment area is characterized by **the presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures** Lakeshore Mall has specific challenges arising from its outdated layout and interior design. This high vacancy has triggered co-tenancy provisions, resulting in tenants paying below-market rent rates. Other large shopping centers, including Gainesville Market and Browns Bridge Crossing are largely vacant and derelict.

A (ii) – The Redevelopment Area exhibits **pervasive poverty**. The Redevelopment Area lies in two Census Tracts with poverty rates higher than 10%, according to the 2016 US Census American Community Survey. Tracts in the Gainesville Westside Redevelopment Area show poverty rates of 47% and 49% respectively.

Gainesville Westside TAD #3	
Census Tracts	**% of Families below Poverty**
Tract 001003	47.1%
Tract 001101	49.2%

Source: BAG, DCA, US Census 5-Year American Community Survey 2016.

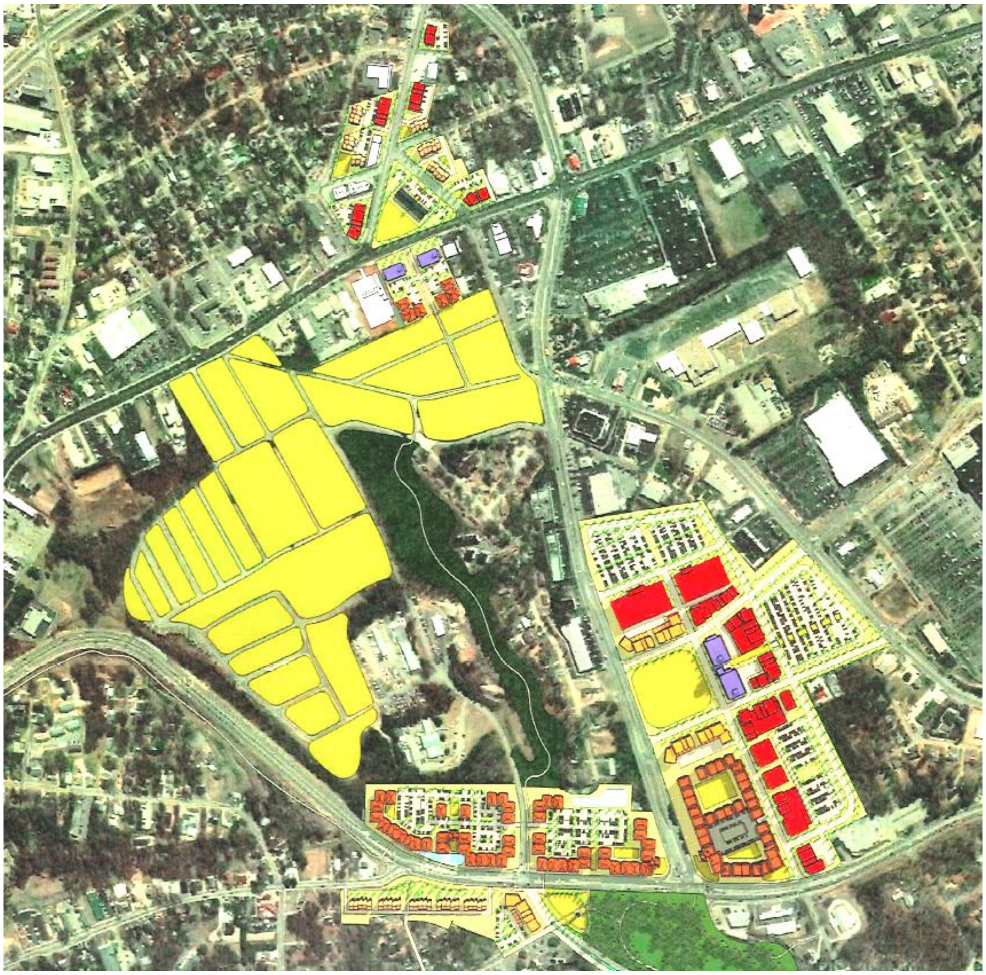
B (i) –The redevelopment area is characterized by the **presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance**. Of 136 buildings in the Redevelopment area, just 20 have been built in the last 40 years, since 1978. In fact, just five of the Redevelopment Area's buildings have been constructed in the past twenty years since 1998. Lakeshore Mall was completed in 1961, making it over 50 years old. The mall is 30 years older than the average age of its competitive properties and almost 20 years older than the average age of retail space in the City of Gainesville. No buildings in the redevelopment area have been identified as having any historic significance.

B(iii) The redevelopment rea is characterized by the **significantly slower growth** in the property tax digest then is occurring in the in the City of Gainesville as a whole. The Lakeshore Mall, the Centerpiece of the redevelopment area, has declined from a tax value of $28.9 million in 2017 to just $7.1 million in 2018. Over the same period, the City of Gainesville's Tax Digest increased by 25%.

B(v) Within the redevelopment area there is a **shortage of safe, decent housing** that is not substandard and that is affordable for persons of low and moderate incomes. The Gainesville Housing Authority has identified the Tower Place Apartments as a redevelopment priority as physically obsolete. An architectural and engineering consultant has prepared a report identifying the structures as physically obsolete, and the Housing Authority has recommended demolition and replacement of these housing units.

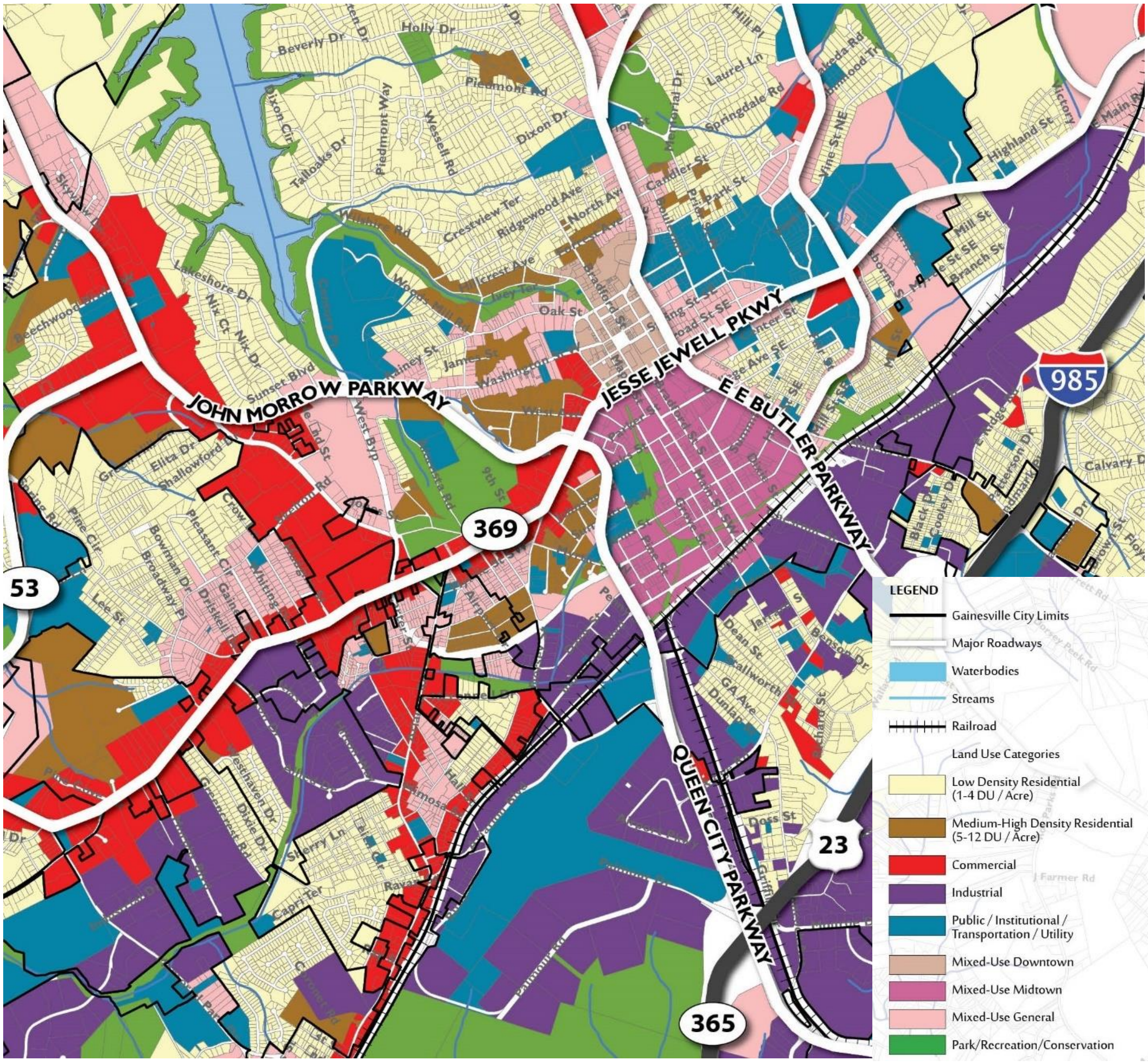
C. Proposed Uses After Redevelopment

The City of Gainesville 2040 Comprehensive Plan, adopted in 2012, envisions the Lakeshore Mall area as a vibrant moderate-density mixed use environment. These redevelopment concepts are the basis for the redevelopment projections in this redevelopment plan.



Source: City of Gainesville 2040 Comprehensive Plan

The City of Gainesville 2040 Comprehensive Plan Future Development Map indicates the following character areas for the areas included in the City of Gainesville TAD #3 Redevelopment Area. All proposed redevelopment in this redevelopment plan are consistent with the character area and vision of the Comprehensive Plan

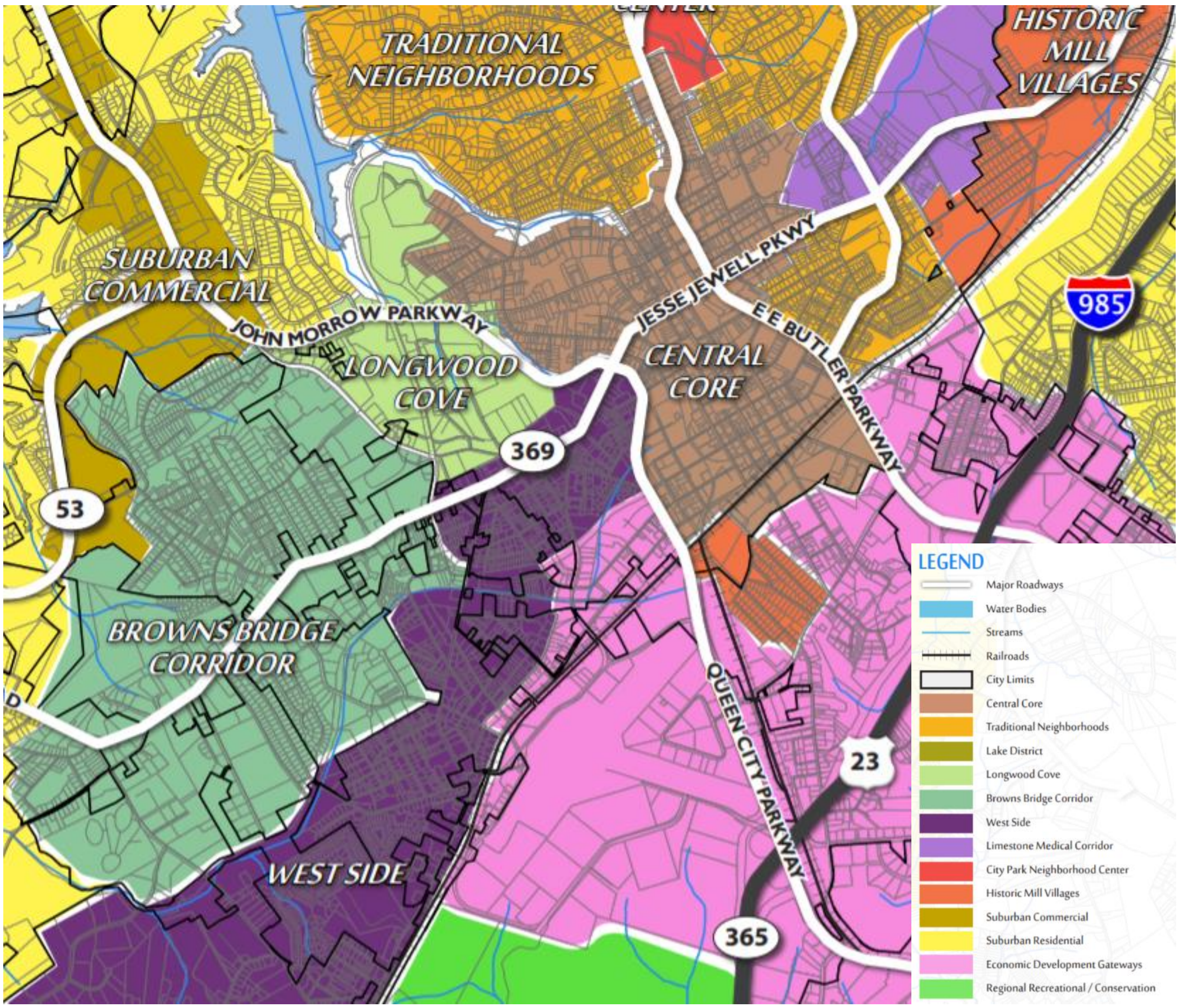


Source: City of Gainesville 2040 Comprehensive Plan (Draft Update 2017)

The 2017 Future Development map identifies the following characters within the TAD area:

- Longwood Cove
- Browns Bridge Corridor
- West Side
- Economic Development Gateways

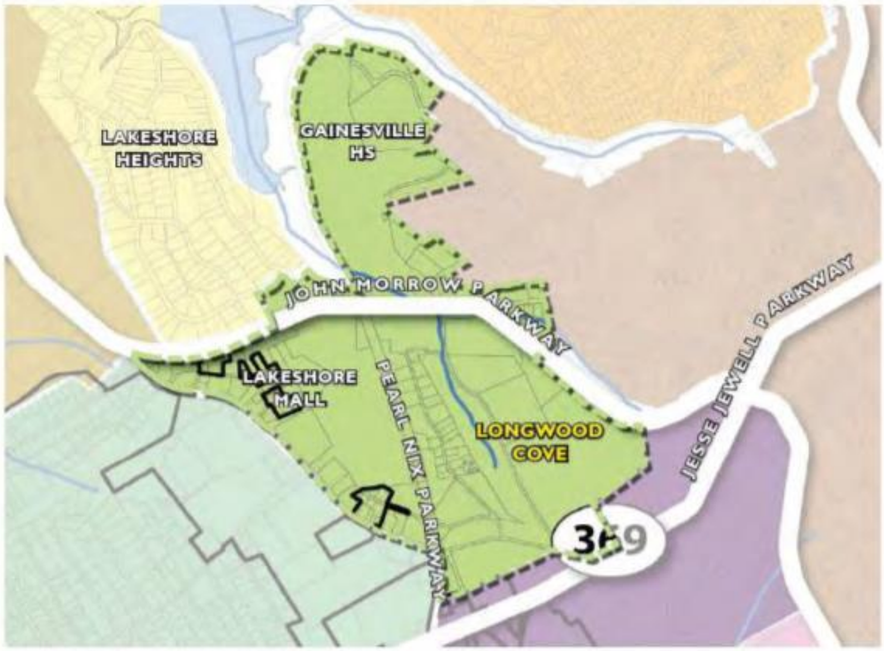
These character areas, and their proposed uses, are detailed on the following pages.



Source: City of Gainesville 2040 Comprehensive Plan (Draft Update 2017)

LONGWOOD COVE

Longwood Cove describes the commercial district and surroundings at the west end of the Washington Street corridor, anchored by Lakeshore Mall. The character area extents include Longwood Park, the Gainesville High School campus, the Tower Heights Road neighborhood, and Alta Vista Cemetery.

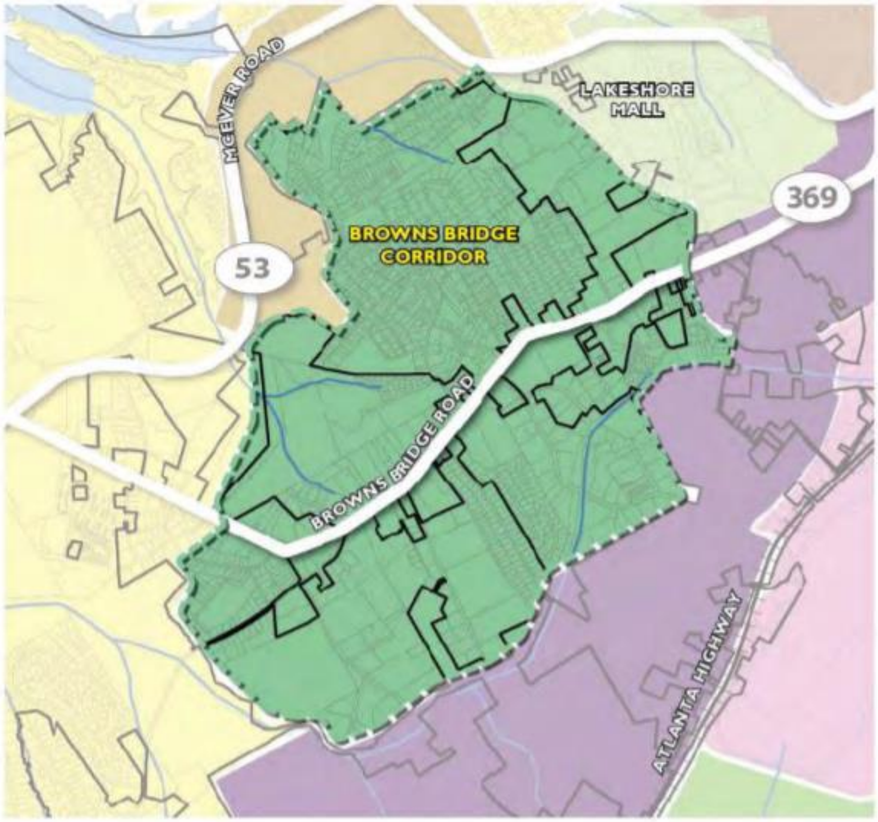


Longwood Cove is dominated by Lakeshore Mall, the major intersection of John Morrow and Pearl Nix parkways, and related strip retail development. While high-quality open spaces and public facilities bookend the character area to the north and south, the overwhelming presence of John Morrow Parkway and the shopping centers creates the impression of heavy suburban strip commercial sprawl even though Lake Lanier is less than a quarter mile away, and Downtown is within walking distance to the east. Longwood Cove is one of the most pressing redevelopment areas in the city next to Midtown and Westside Atlanta Highway area.

Future development or redevelopment of Longwood Cove must consider the presence of the lake and extend its character further inland. Intensification and repositioning of Lakeshore Mall as a premium retail center is a primary short-term development goal, while long-term conversion of the mall into a mixed-use "town center" is highly desirable. 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. Public improvements should stress increasing pedestrian access from Alta Vista Cemetery to Longwood Park and Lake Lanier,

BROWNS BRIDGE CORRIDOR

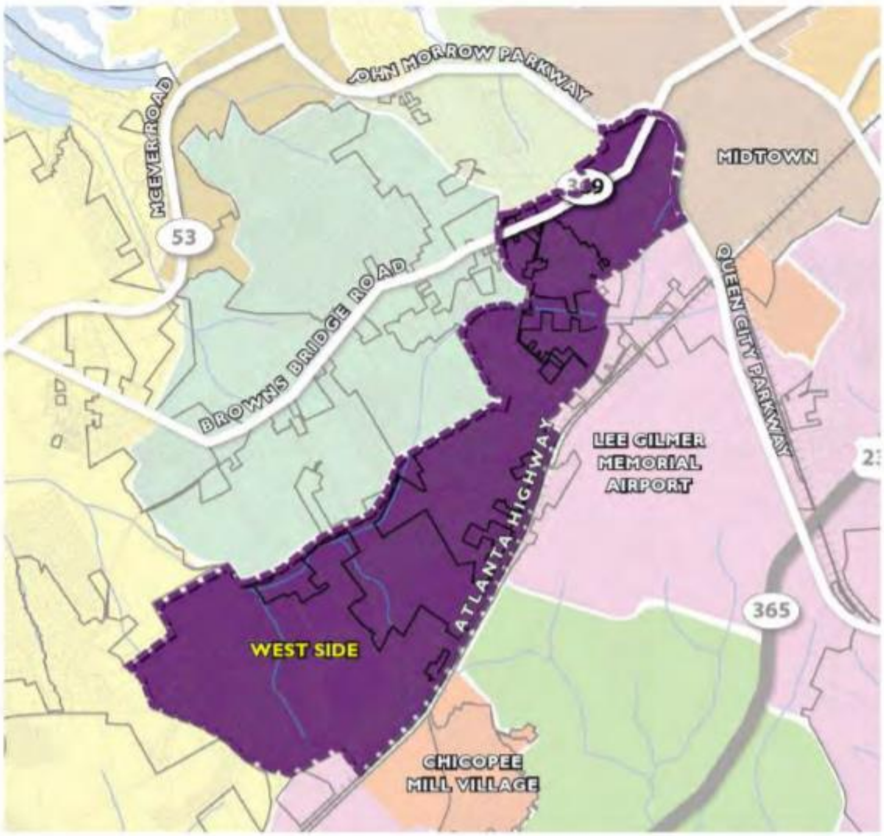
The Browns Bridge character area roughly corresponds to the land north of Flat Creek and west of Shallowford Road, extending north to include properties fronting on (or accessed from) Browns Bridge and Shallowford. Phase I of Atlas Industrial Park is also included in its entirety.



The immediate road corridor is dominated by strip commercial development heavily biased toward auto retailing and services, particularly at the western end. The Shallowford Road frontage also is strip / big-box commercial with Wal-Mart, Target, and Lowes as major retail anchors. The balance of the character area is roughly split between residential neighborhoods and industrial parks including Atlas and Centennial. The neighborhood housing stock is divided comparably between 1950-1960s ranches and mobile homes, with a few apartment complexes present to the west. Other significant land uses include the Memorial Park cemetery and undeveloped parcels of forested stream valleys stretching back to McEver Road at the western fringe. Like the West Side, the area is a blend of city and county land, with commercial mostly in the city, residential mostly in the county, and industrial split between the two.

WEST SIDE

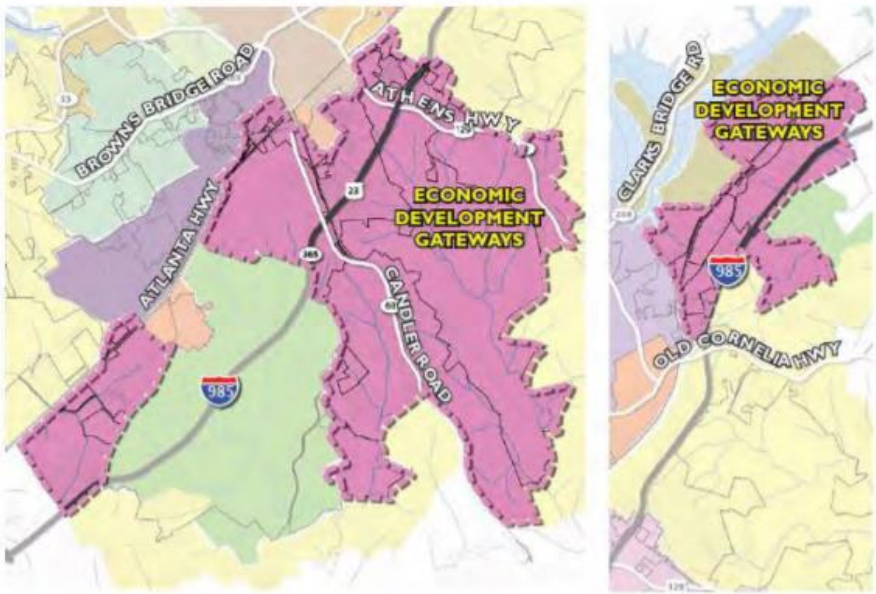
The West Side character area is essentially the expanded Atlanta Highway corridor from the Norfolk Southern railroad line on the south to Flat Creek and Jesse Jewell Parkway on the north. It includes the entire extent of Atlanta Highway to the railroad overpass at Queen City Parkway, most of the Dorsey Street corridor, and the residential areas served by the two. Phase II of Atlas Industrial Park is included in this area as well. The West Side is marked by "island" annexation, and most of its acreage lies in Hall County.



The development patterns of the West Side are vestiges of highway commercial and suburban growth from the 1940s and 1950s. Almost all commercial uses along Atlanta Highway are small, locally-owned establishments blending older businesses from the early years of the corridor, with newer shops catering to the large multi-ethnic population. The neighborhoods vary from simple frame houses from the 1930s to 1950s ranch houses and newer construction, to manufactured homes. Small apartment complexes, light industrial uses, and churches are scattered throughout. While much of the West Side is

ECONOMIC DEVELOPMENT GATEWAYS

This character area represents the industrial, warehousing and other commercial enterprises that parallel the I-985 and Norfolk-Southern railroad corridor. It includes existing business parks and areas identified for future light industrial or office park development.



Because many of these industrial / business parks and facilities were built over the last 35 to 45 years, they exhibit modern industrial development norms such as single-story large footprint buildings, extensive parking / loading areas, and reliance on truck transportation. Common site design patterns include campus-style master plans or light industrial subdivisions with low-rise office or office-warehouse buildings. They also are highly visible to motorists entering the city from the south and east, and therefore, act as gateways to Gainesville. The character area also features large, forested tracts of natural land and coexists with recreation and conservation landmarks like the Allen Creek Soccer Complex, the Elachee Nature Science Center, and the Chicopee Woods Agricultural Center. It reaches to the Athens Street corridor, which was once a primary entry to the city from the south but has struggled with economic disinvestment and creeping blight. It has been the subject of recent revitalization planning efforts.

The primary vision for the area is to continue to support economic development, while preserving and strengthening important natural and cultural resources. Other goals include creating a positive impression for visitors entering the city from I-985; supporting the revitalization of the Athens Street corridor; and creating better connections to the Downtown / Midtown area. Green design / sustainability standards should be considered in future modifications to site development regulations or as an overlay for the area.

Source: City of Gainesville 2040 Comprehensive Plan (Draft Update 2017)

D. Redevelopment Projects Within the Redevelopment Area

This Redevelopment Plan envisions eleven potential redevelopment subareas within the Redevelopment Area that reflect community objectives identified in the City of Gainesville 2040 Comprehensive Plan. These projects are illustrative, for the purposes of modeling feasible redevelopment potential in the Redevelopment Area only, and do not reflect an endorsement or recommendation of any specific redevelopment project, site, or concept. These projects could be developed over the next twenty years.

The eleven prototypical redevelopment subareas illustrate the scope of feasible potential redevelopment in the TAD area. They are based on proposed projects or hypothetical projects that are consistent with the vision and demand forecasts presented in the City of Gainesville 2040 Comprehensive Plan.

The projects and their locations are shown on the map and detailed summaries of the projects follow.

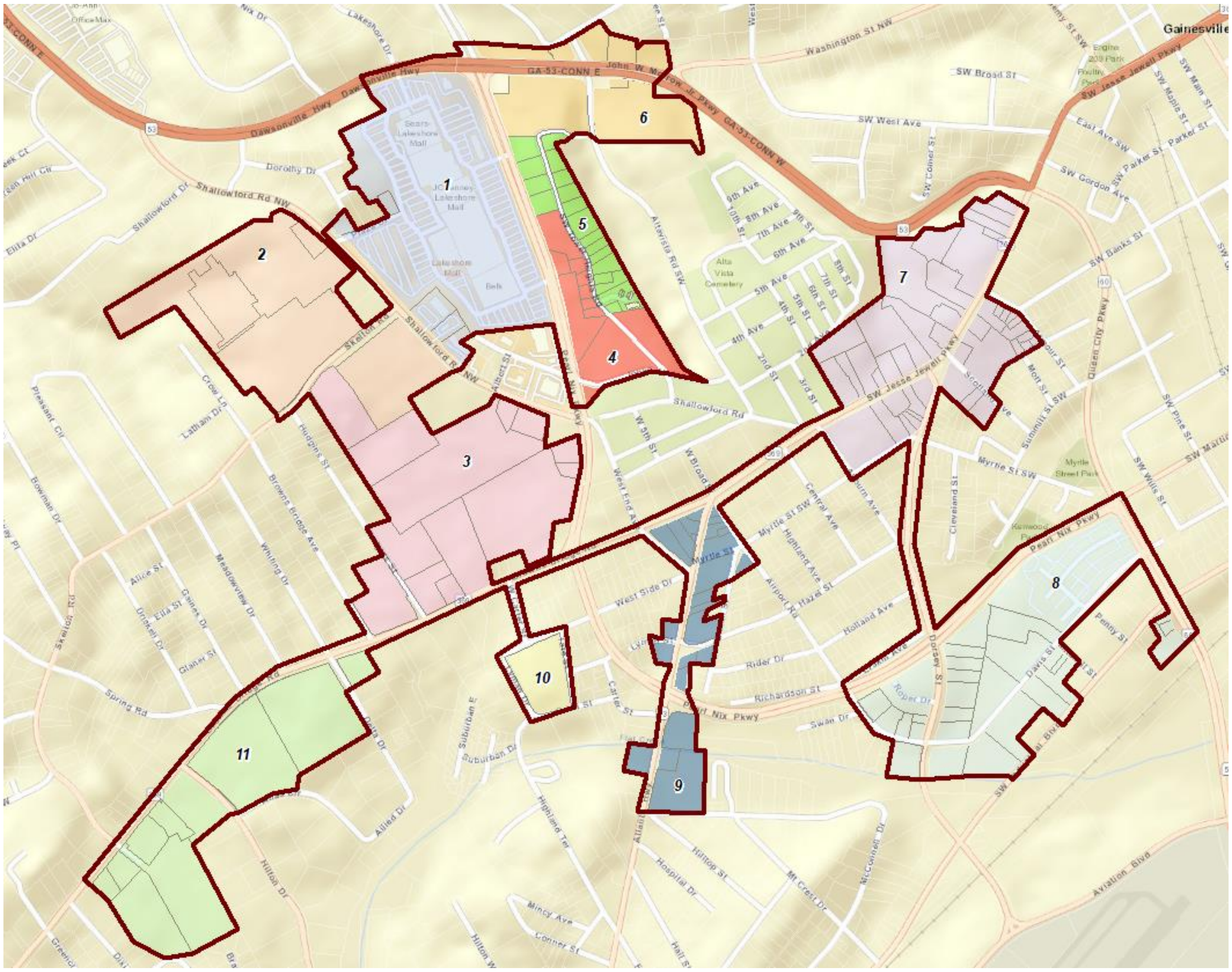
The projects, keyed to the following map, are:

1. Lakeshore Mall
2. Shallowford Big Box
3. Gainesville Market Area Retail
4. Pearl Nix Mixed Use and Tower Heights
5. Tower Heights Townhome
6. Dawsonville Hwy Retail
7. Jesse Jewell Strip Commercial
8. Queen City Mixed Use
9. Atlanta Hwy Strip Commercial
10. Westside Dr. Residential-Mixed Use
11. Browns Bridge Strip Commercial

Collectively, these eleven areas would include:

- 344 acres on 170 parcels with a current taxable value of $133 million
- $350 million of potential new redevelopment, including
    - 1,420 residential units; including townhomes, condominiums, rental units, student apartments and senior apartments
    - 2.8 million SF of new retail space
    - 515,000 SF of new office and medical office space
    - 155,000 SF of new Flex space
    - 340 new hotel rooms.

City of Gainesville TAD #3 Redevelopment Projects



Source: Hall County, BAG

Subarea 1: Lakeshore Mall

This redevelopment subarea is centered around Lakeshore Mall. It contains 53.1 acres on 6 parcels, with a current market value and taxable value (100%) of $11,283,930. Potential redevelopment could include 216 multifamily rental units and 216 student or senior housing units. The project would potentially have a market value and taxable value (100%) of $93.7 million, an increase of $82.5 million.

Subarea 2: Shallowford Big Box

This redevelopment subarea is located at the intersection of Shallowford Road and Skelton Road. It contains 45.2 acres on 5 parcels, with a current market value and taxable value (100%) of $26,937,780. Potential redevelopment could include 540,000SF of retail. The project would potentially have a market value and taxable value (100%) of $40.5 million, an increase of $13.6 million.

Subarea 3: Gainesville Market Area Retail

This redevelopment subarea is located along Browns Bridge Rd, bordered by Pearl Nix Pkwy and Shallowford Rd. to the east, Skelton Rd to the north, and Hudgins St to the west. It contains 53.1 acres on 13 parcels, with a current market value and taxable value (100%) of $25,316,470. Potential redevelopment could include 635,000 SF of retail. The project would potentially have a market value and taxable value (100%) of $47.6 million, an increase of $22.3 million.

Subarea 4: Pearl Nix Mixed Use

This redevelopment subarea is located along Pearl Nix Pkwy, bordered by Tower Heights Rd to the east and Jones St to the south. It contains 12.9 acres on 11 parcels, with a current market value and taxable value (100%) of $5,638,700. Potential redevelopment could include 198 multifamily rental units and 66 student or senior housing units. The project would potentially have a market value and taxable value (100%) of $37.9 million, an increase of $32.2 million.

Subarea 5: Tower Heights Townhome

This redevelopment subarea is located along the northern segment of Tower Heights Rd. It contains 9.9 acres on 21 parcels, with a current market value and taxable value (100%) of $2,049,950. Potential redevelopment could include 79 townhomes. The project would potentially have a market value and taxable value (100%) of $17.8 million, an increase of $15.8 million.

Subarea 6: Dawsonville Hwy Retail

This redevelopment subarea is located along John W Morrow Jr Pkwy between Pearl Nix Pwky. and Century Pl. / Alta Vista Rd. It contains 19.9 acres on 8 parcels, with a current market value and taxable value (100%) of $14,943,981. Potential redevelopment could include 190,000 SF of retail and 95,000 SF of general office. The project would potentially have a market value and taxable value (100%) of $21.4 million, an increase of $6.4 million.

Subarea 7: Jesse Jewell Strip Commercial

This redevelopment subarea is located along Jesse Jewell Pkwy, bordered by John W Morrow Jr Pkwy to the north and Alta Vista Cemetery to the east. It contains 42.3 acres on 43 parcels, with a current market value and taxable value (100%) of $19,869,444. Potential redevelopment could include 405,000 SF of retail, 100,000 SF of general office, and one 169-room hotel. The project would potentially have a market value and taxable value (100%) of $54 million, an increase of $34 million.

Subarea 8: Queen City Mixed Use

This redevelopment subarea is located along Pearl Nix Pkwy, bordered by Queen City Pkwy to the east, Airport Dr to the west, and Industrial Blvd to the south. It contains 43.1 acres on 27 parcels, with a current market value and taxable value (100%) of $5,305,428. Potential redevelopment could include 276 multifamily rental units, 276 student or senior housing units, 105,000 SF of retail, 105,000 SF of general office, and 155,000 SF of flex industrial. The project would potentially have a market value and taxable value (100%) of $88.9 million, an increase of $83.6 million.

Subarea 9: Atlanta Hwy Strip Commercial

This redevelopment subarea is located along Atlanta Rd between Jesse Jewell Pkwy and McConnell Dr. It contains 16.9 acres on 24 parcels, with a current market value and taxable value (100%) of $9,304,027. Potential redevelopment could include 205,000 SF of retail. The project would potentially have a market value and taxable value (100%) of $15.4 million, an increase of $6.1 million.

Subarea 10: Westside Dr. Residential-Mixed Use

This redevelopment subarea is located at the intersection of Westside Dr and Lyman Dr. It contains 4.7 acres on 1 parcel, with a current market value and taxable value (100%) of $498,8000. Potential redevelopment could include 23 townhomes, 68 multifamily rental units and 5,000 SF of retail. The project would potentially have a market value and taxable value (100%) of $15.2million, an increase of $14.7 million.

Subarea 11: Browns Bridge Strip Commercial

This redevelopment subarea is located along Browns Bridge Rd between Delta Dr and Skelton Rd. It contains 42.7 acres on 10 parcels, with a current market value and taxable value (100%) of $13,329,650. Potential redevelopment could include 460,000 SF of retail and one 171-room hotel. The project would potentially have a market value and taxable value (100%) of $50.7 million, an increase of $37.4 million.

City of Gainesville TAD #3: Summary of Project Character Areas

Catalyst Project Site	1: Lakeshore Mall	2: Shallowford Big Box	3: Gainesville Market Area Retail	4: Pearl Nix Mixed Use	5: Tower Heights Townome	6: Dawsonville Hwy Retail	7: Jesse Jewell Strip Comm.	8: Queen City Mixed Use	9: Atlanta Hwy Stripp Comm.	10: Westside Dr. Res-MU	11: Browns Bridge Strip Comm.	Grand Total: Total
Parcels	6	5	13	11	21	8	43	28	24	1	10	170
Acres	53.1	45.2	53.1	12.9	9.9	19.9	42.3	43.3	16.9	4.7	42.7	344
Appraised Value	$ 11,283,928	$ 26,937,780	$ 25,316,470	$ 7,220,229	$ 2,049,950	$ 14,943,981	$ 21,338,710	$ 12,499,948	$ 9,797,327	$ 498,800	$ 13,329,650	$ 145,216,773
Assessed Value (County 40%)	$ 4,513,571	$ 10,775,112	$ 10,126,588	$ 2,888,092	$ 819,980	$ 5,977,592	$ 8,535,484	$ 4,999,979	$ 3,918,931	$ 199,520	$ 5,331,860	$ 58,086,709
Assessed Value (City 100%)	$ 11,283,928	$ 26,937,780	$ 25,316,470	$ 5,638,700	$ 2,049,950	$ 14,943,981	$ 19,869,444	$ 4,969,664	$ 8,433,085	$ 498,800	$ 13,329,650	$ 133,271,452
New Residential Development												
Townhomes	-	-	-	-	79	-	-	-	-	23	-	103
Single-Family Homes	-	-	-	-	-	-	-	-	-	-	-	-
MultiFamily Rental Units	216	-	-	198	-	-	-	277	-	68	-	760
Senior/Student Housing Units	216	-	-	66	-	-	-	277	-	-	-	560
Total Housing units	432	-	-	264	79	-	-	554	-	91	-	1,423
New Commercial Development												
Retail SF	270,000	540,000	635,000	25,000	-	190,000	405,000	105,000	205,000	5,000	460,000	2,840,000
Office-General SF	215,000	-	-	-	-	95,000	100,000	105,000	-	-	-	515,000
Office-Medical SF	-	-	-	-	-	-	-	-	-	-	-	-
Flex industrial SF	-	-	-	-	-	-	-	155,000	-	-	-	155,000
Total Commercial SF	485,000	540,000	635,000	25,000	-	285,000	505,000	365,000	205,000	5,000	460,000	3,510,000
Other New Development												
Hotel Rooms	-	-	-	-	-	-	169	-	-	-	171	340
Civic Space SF	-	-	-	-	-	-	-	-	-	-	-	-
Total Appraised Value of Potential Redevelopment	$ 93,734,827	$ 40,500,000	$ 47,625,000	$ 37,886,133	$ 17,843,602	$ 21,375,000	$ 53,959,767	$ 89,234,280	$ 15,375,000	$ 15,216,505	$ 50,736,769	$ 483,486,882
Total Assessed Value of Potential Redevelopment (City=100%)	$ 93,734,827	$ 40,500,000	$ 47,625,000	$ 37,886,133	$ 17,843,602	$ 21,375,000	$ 53,959,767	$ 89,234,280	$ 15,375,000	$ 15,216,505	$ 50,736,769	$ 483,486,882
Increase in Appraised Value	$ 82,450,899	$ 13,562,220	$ 22,308,530	$ 30,665,904	$ 15,793,652	$ 6,431,019	$ 32,621,057	$ 76,734,332	$ 5,577,673	$ 14,717,705	$ 37,407,119	$ 338,270,109
Increase in Taxable Value (City 100%)	$ 82,450,899	$ 13,562,220	$ 22,308,530	$ 32,247,433	$ 15,793,652	$ 6,431,019	$ 34,090,323	$ 84,264,616	$ 6,941,915	$ 14,717,705	$ 37,407,119	$ 350,215,430

Source: BAG

E. Contracts, Agreements, or Other Instruments

Pursuant to O.C.G.A. §34-44-3(a), the City of Gainesville will act as the redevelopment agent and will exercise redevelopment powers as needed to implement this plan. In doing so, the City of Gainesville, either directly or through its designee, may conduct the following activities and enter into the following contracts:

1. Coordinate implementation activities with other major participants in the Redevelopment Plan and their respective development and planning entities involved in implementing this Redevelopment Plan.
2. Enter into development agreements with private developers to construct infrastructure and vertical developments to implement the Redevelopment Plan.
3. Negotiate and enter into commercial financing agreements and intergovernmental agreements as needed.
4. Coordinate public improvement planning, design and construction among City, County and State agencies and departments.
5. Prepare (either directly or through subcontract to other appropriate entities) economic and financial analyses, project-specific feasibility studies and assessments of tax base increments in support of the issuance of tax allocation bonds or other forms of financing by the City of Gainesville.
6. Enter into contractual relationships with qualified vendors for the provision of professional and other services required in qualifying and issuing the bonds or other forms of financing, including, but not limited to, legal, underwriting, financial analysis and other related services.
7. Perform other duties as necessary to implement the Redevelopment Plan.

F. Relocation Payments

As is currently foreseen, no relocation of tenants or residents from private homes is anticipated within the proposed City of Gainesville TAD #3. In the future, should the relocation of existing homes or businesses be required, such relocation expenses may be provided for under all applicable federal, state and local guidelines if public funds are used for property acquisition. If such funding sources require relocation, benefits would be offered to tenants and users for relocation.

G. Conformity with Local Comprehensive Plan, Master Plan, Zoning Ordinance, etc.

All proposed uses within this Redevelopment Plan, including proposed redevelopment projects, are consistent with local Comprehensive Plan, master plan, zoning ordinance, and building codes. Proposed redevelopment projects outlined in this plan are consistent with locally-managed public visioning and planning processes. All projects are consistent with Gainesville's Future Development Map. All development and redevelopment projects proposed within this Redevelopment Plan will be subject to all relevant local, state and federal laws, policies and procedures regarding land use, zoning, and construction.

H. Estimate of Redevelopment Costs to be Incurred

Additional improvements to the City of Gainesville's infrastructure will be necessary to support the community's vision of redevelopment for the area and to support the growth and development envisioned in Gainesville's Comprehensive Plan, this Redevelopment Plan, and other master plans and studies. Having a Tax Allocation District in place will help fund the infrastructure improvements necessary to support this vision.

The total public cost for implementing the potential public improvements, including construction and improvement of the necessary public infrastructure, is currently estimated at $53 million, which the County intends to fund through growth in the Tax Digest in the Tax Allocation District. The purpose of the proposed infrastructure improvements funded by the TAD would be:

- Transportation and mobility enhancements
- Site-specific development activities
- Area-wide infrastructure improvements
- Improved public space, landscaping, lighting, and other improvements
- Other redevelopment initiatives, including stormwater and environmental mitigation

Potential Use of TAD Funds by Gainesville TAD #3: Westside		
	TAD #3 Share	Allocation
Transportation and mobility enhancements	15%	$ 7,950,000
Site-specific development activities	30%	$ 15,900,000
Area-wide infrastructure improvements	20%	$ 10,600,000
Public space, landscaping, lighting, and other improvements	10%	$ 5,300,000
Other redevelopment initiatives	25%	$ 13,250,000
Total	**100%**	$ 53,000,000

Source: BAG

Categories and cost allocations are estimates for potential projects as of 2018 and are subject to revision as the Redevelopment Plan is implemented. As priorities are identified or addressed, specific project amounts, allocations and priorities are subject to change.

I. Last Known Assessed Valuation and Estimated Valuation After Redevelopment

The Redevelopment Area for the City of Gainesville Tax Allocation District #3 has a current 2018 appraised value of $ 145,216,773 and a 100% taxable value of $133,271,452. Pursuant to the Redevelopment Powers Law, upon adoption of the Redevelopment Plan and the creation of the Tax Allocation District, the County will request that the Commissioner of Revenue of the State of Georgia certify the tax base for 2018, the base year for the proposed Tax Allocation District.

The tax base will increase in the future through the private investment stimulated by the implementation of the Redevelopment Plan, public investment, and the issuance of tax allocation bonds or loans. In addition, this redevelopment is intended to stimulate other development in the district and lead to a substantial increase in property values as the Redevelopment Plan is implemented.

Upon completion of the redevelopment of the City of Gainesville Tax Allocation District #3 Redevelopment Area as presented in this plan, this Tax Allocation District is projected to have a taxable value of $483 million. This represents an increment of $350 million above the Redevelopment Area's 2018 base taxable value.

Gainesville TAD #3 - Last Known Assessed Valuation	
Parcels	170
Acres	344
TAD Base 2018 Market Value	$ 145,216,773
TAD Base 2018 Taxable Value	$ 133,271,452
New Development at Build-Out Market Value	$ 483,486,882
New Development at Build-Out- Taxable Value	$ 483,486,882
Increase in Appraised Value	$ 338,270,109
Increase in Taxable Value	$ 350,215,430
Total TAD Market Value After Build-Out	$ 483,486,882
Total TAD Taxable Value after Build-out	$ 483,486,882
Increment (Net Increase in Taxable value)	$ 350,215,430

Source: BAG, Hall County Assessor

J. Historic Property

The City of Gainesville has no historic districts or local landmark designations within the boundaries of the Westside TAD Redevelopment Area. No historic structures have been identified in the TAD area , thus no historic structure will be substantially altered in any way inconsistent with technical standards for rehabilitation; or demolished unless feasibility for reuse has been evaluated based on technical standards for the review of historic preservation projects, which technical standards for rehabilitation and review shall be those used by the state historic preservation officer.

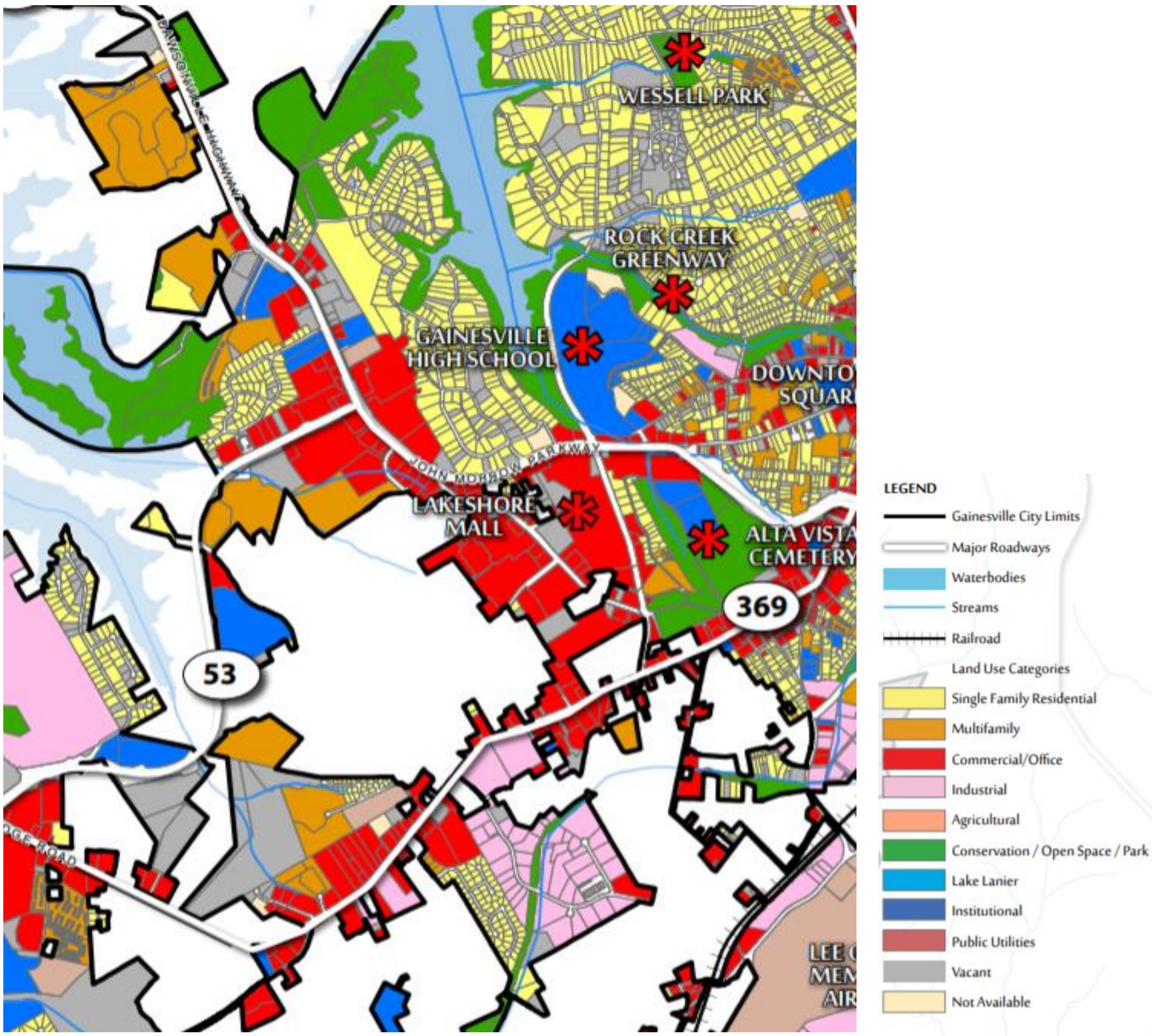
K. Proposed Effective Date and Termination Date

City of Gainesville Tax Allocation District #3 will be created effective December 31, 2018. The Redevelopment Powers Law provides that the district will be in existence until all obligations and redevelopment costs, including debt service, are paid in full. This repayment could take up to 30 years.

L. Map with Boundaries of the Proposed TAD and Existing Land Uses

The TAD #3 Redevelopment Area contains primarily commercial and public/institutional properties. Existing land use is shown in the map below.

Existing Land Uses in the TAD #3 Redevelopment Plan Area



Source: City of Gainesville Comprehensive Plan (2017 Draft Update)

M. Estimated Tax Allocation Increment Base

On or before December 31, 2018, the City of Gainesville, acting as the redevelopment agent, will apply to the State Revenue Commissioner for a certification of the Tax Allocation increment base of the proposed Tax Allocation District. The current estimated appraised value for property tax purposes in the TAD is $145 million, and the 100% taxable value is $133 million which represents 2.9% of the City of Gainesville's Tax Digest of $4.61 billion and 0.73% of Hall County's property Tax Digest of $18.25 billion.

The base is estimated as follows:

Gainesville TAD #3 - Proposed TAD Summary	
Parcels	170
Acreage	344
2018 Appraised Value	$ 145,216,773
2018 Taxable Value	$ 133,271,452
2017 Gainesville City Tax Digest (100%)	$ 4,609,670,514
TAD as % of Gainesville Taxable Digest	2.89%
2017 Hall County Tax Digest (40% Adjusted to 100%)	$ 18,248,609,308
TAD as % of Hall County Taxable Digest	0.73%
2018 Gainesville Schools Tax Digest (100%	$ 4,440,857,711
TAD as % of Gainesville Schools Taxable Digest	3.00%

Source: BAG, Hall County GIS, Georgia Department of Revenue

N. Ad Valorem Property Taxes for Computing Tax Allocation Increments

As provided in the Redevelopment Powers Law, the taxes that will be included in the tax increment base for the Tax Allocation District are based on the authorized millage rates shown in the chart below.

Property Taxes Collected Within Tax District to Serve as Base

Valuation		
TAD Base 2018 Market Value	$145,216,773	
TAD Base 2018 Taxable Value	$133,271,452	
Property Taxes		
Ad Valorem Tax Rates (M&O Only)	***Millage Rate***	***Taxes***
City of Gainesville Millage (100%)	2.864	$ 381,689
Hall County M&O Millage (40% Adj to 100%)	Not Considered	$ 0
Gainesville Schools M&O Millage (100%)	6.85	$ 912,909
Total Property Taxes, City, Schools, County	**9.714**	**$ 1,294,599**

Source: BAG, Georgia Department of Revenue

O. Estimate of TAD Revenue

Based on the parcels included in the TAD and the potential redevelopment being considered, we can forecast how much potential TAD revenue could be generated by the TAD, as well as how much financing potential could be supported based on that revenue The TAD's parcels, buildings and adjacent infrastructure would be improved incrementally over time, through a number of self-contained pay-as-you-go TAD deals or small bank loans financed by TAD revenue.

This model is based on several assumptions:

- $350 million incremental increase in property values
- 20-year build-out, constant (5%/year)
- Constant 2018 millages
- This model includes 1.5% annual property value inflation
- City and City Schools participate, no Hall County participation
- TAD dissolved after 25 years
- Modeled bank loans are based on a 10-year loan at 6%, securing 100% of annual TAD revenue at the year the loan is initiated. Financing estimates assume that no TAD revenue is encumbered by a previously issued loan or bond. Thus, in this model, if a loan is assumed to be issued in year 5, then that full amount of year 5 TAD Revenue is encumbered through year 15, and not available to support additional financing until year 15. The City may issue fixed-rate tax exempt bonds or secure a loan from a lending institution or other financing option. The actual rate on any potential bond issue will be determined at the time of issuance based upon general market conditions, anticipated development within the Redevelopment Area, assessed taxable property values, and federal tax law considerations. The City reserves the option to either operate the district on a pay-as-you-go basis or consider other potential financing options including other commercial financing to support future projects, as appropriate.

Based on these assumptions:

- **The base value** of the 170 properties in the TAD, frozen at $133 million through the life of the TAD, would continue to generate approximately $1.3 million in collective property tax revenue to the General Funds of the City of Gainesville and Gainesville Schools. Throughout the life of the TAD, City of Gainesville would receive approximately $382,000 in annual property tax revenue, while Gainesville City Schools would receive approximately $913,000 in annual property tax revenue generated by the base value of the properties within the TAD.

- **Year 5:** The incremental growth of property values, driven by redevelopment of parcels within the TAD, would reach approximately 25% of its full potential by year 5, generating $860,000 that year in TAD revenue. Cumulative TAD revenue from years 1 through 5 would be $2.6 million.

- **Year 10:** The incremental growth of property values, driven by redevelopment of parcels within the TAD, would reach approximately 50% of its full potential by year 10, generating $1.7 million in that year TAD revenue. Cumulative TAD revenue from years 1 through 10 would be $9.4 million.

- **Year 20:** The incremental growth of property values, driven by redevelopment of parcels within the TAD, would reach its full potential by year twenty, generating \$3.4 million that year in TAD revenue. Cumulative TAD revenue from years 1 through 20 would be \$36 million.
- **Total cumulative TAD revenue** over a 25-year period would be approximately \$53 million. If the TAD were to be used purely on a pay-as-you-go basis, a total of \$53.2 million (2018 dollars) in projects could be funded over the 25-year period.
- **Financing potential:** Based on this development model, TAD revenue would build up slowly as new development is added over a 20-year period. We looked at two methodologies that would capture the TAD increment to finance improvements up front, through bonds or bank loans within the 25-year TAD period. Both methodologies could would generate **between \$23.5 million and \$24.2 million** in financing secured through the TAD revenue.
    - The first methodology is based on **bank loans**, with a 10-year bank loan of approximately \$6.1 million at year 5, followed by a \$18.2 million 10-year loan at year 15, resulting in a total of **\$24.3 million** in TAD-backed financing (2018 dollars). These loans would encumber the TAD revenue committed to support the loan, however additional revenues accruing each year totaling \$16.2 million would be available to be used on a pay-as-you-go basis.
    - The second methodology is a series of **TAD bonds** issued at years 5, 10 and 15, and all timed to expire at year 25. These TAD bonds would net approximately \$9.5 million in year 5, \$8.0 million in year 10, and \$6.0 million in year 15, resulting in a total of **\$23.5 million** (2018 dollars). As in the bank loan model, additional TAD revenues accruing each year are unencumbered by bonds, with a total of \$12.9 million in additional TAD revenue that would be available to be used on a pay-as-you-go basis.
    - For the purpose of the forecast of the financing potential of the proposed TAD #3 in this redevelopment plan, the more conservative financing potential limit of \$23.5 million shall be established.

Summary of TAD revenue and financing potential at 5-year intervals

Year	Annual Tax Revenue to TAD	Annual Tax Revenue to General Fund	Cumulative TAD Revenue	Est. Loan (10 Yr./6%) secured by TAD rev.	Est Bond Issuances Through Yr 25	Total Est. Value of TAD Properties
0	$0	$1,294,599	$0			$133,271,452
5	$860,451	$1,294,599	$2,592,505	$6,080,633	$9,447,333	$231,669,630
10	$1,715,594	$1,294,599	$9,460,050		$8,010,976	$339,794,156
15	$2,571,096	$1,294,599	$20,604,377	$18,169,423	$6,080,633	$456,274,977
20	$3,426,985	$1,294,599	$36,027,364			$581,757,903
25	$3,428,917	$1,294,599	$53,168,026			$626,718,483
Cumulative			$53,168,026	$24,250,057	$23,538,943	

Source: Bleakly Advisory Group, Hall County Tax Accessor

P. School System Impact Analysis

Georgia's Redevelopment Powers Law was amended during the 2009 legislative session to include a provision under section 36-44-3(9)(R) for preparation of a "School System Impact Analysis." This section presents the school impacts of City of Gainesville Tax Allocation District #3.

The current taxable value of City of Gainesville TAD #3 is $133 million. According to the Georgia Department of Revenue, the 2018 taxable value of the Gainesville City School District was $4.6 billion. Thus, the City of Gainesville TAD #3 represents approximately 2.9% of the School Districts' total Tax Digest. Currently, the Westside TAD Area generates an estimated $912,000 annually in school ad valorem taxes. The amount of school ad valorem taxes collected from the properties in the designated City of Gainesville TAD #3, as determined by the Tax Assessor by December 31, 2018, will continue to flow to Gainesville City Schools throughout the operation of the TAD. The Tax Allocation District will receive any additional property taxes collected above the 2018 base amount for reinvestment within the district.

TAD Portion of Gainesville Schools Tax Digest

Area	Net M&O Digest
TAD Base 2018 Taxable Value	$ 133,271,452
Gainesville Schools Digest (2017)	$ 4,589,433,480
TAD % of Total Digest	2.90%

Source: BAG, Gainesville Schools, Georgia Department of Revenue

Proposed Redevelopment in Gainesville TAD #3

This proposed redevelopment in this plan could represent total taxable value of $483 million of new property value, an estimated net new taxable value (above current values) of $350 million. Based on 2018 Gainesville City Schools millage rates, that new development would produce an estimated $3.3 million annually to Gainesville Schools at the termination of the Tax Allocation District, an increase of $2.4 million over current revenue levels.

Estimated New Revenue to Gainesville Schools

Estimated New Revenue to Gainesville Schools	2018	At Build-out	Net Increase
Market Value	$ 145,216,773	$483,486,882	$338,270,109
Taxable Value	$ 133,271,452	$483,486,882	$350,215,430
Gainesville Schools M&O Millage Rate	6.85	6.85	6.85
Gainesville Schools Annual Revenue	$ 912,909	$ 3,311,885	$ 2,398,976

Source: BAG, Gainesville Schools, Georgia Dept. of Revenue

Estimated Number of Public-School Students from Gainesville TAD #3

The following table presents an estimate of the number of net new residents and school children that could be anticipated to live in the Gainesville TAD #3 at build-out as a result of the proposed development. Build-out is estimated to take from 10 to 20 years.

Estimated Residents and School Aged Children in Gainesville TAD #3 at Build-Out

Estimated Residents and School-age Children in Hall County TAD # 3: Westside					
Unit Type	**Estimated Units**	**Resident Multiplier**	**Estimated Residents**	**School-Age Children Multiplier**	**Estimated School Age Children**
Townhomes	**103**				
2 Bedroom (50%)	51	1.88	97	0.21	20
3 Bedroom (50%)	51	2.41	124	0.16	20
SF Homes	**120**	2.30	276	0.30	83
Rental Units	**759**				
1 Bedroom (45%)	341	1.49	508	0.08	41
2 Bedroom (50%)	379	2.11	800	0.25	200
3 Bedroom (5%)	39	2.65	103	0.30	31
Student & Senior Units	**558**	1.49	831	0.02	17
Total	**1,540**		2,739		411
Total per Year over 20-yrs	**77**		**137**		**21**
Total per Unit			**1.78**		**0.27**

Source: BAG, Fannie Mae Foundation Residential Multipliers for Georgia CUPR, Rutgers

Redevelopment would generate an estimated 2,739 new residents and 411 school-aged children from the combined new development, more than half of whom would likely be seniors or college-students. This would represent an average of 137 new residents and 21 school-aged children per-year over 20 years.

According to the state records, Gainesville City Schools has a total enrollment of 7,944 in 2018. Therefore, the potential development projects in Gainesville TAD #3 would increase total enrollment by 5% over a twenty- year period.

Location of School Facilities within the Redevelopment Area

No Gainesville City Schools facilities are within the TAD #3 Redevelopment Area.

Local Option Sales Tax (LOST) and Education Local Option Sales Tax (ELOST) Projected from TAD Development

New development occurring at project sites within the TAD #3 Redevelopment Area, supported by TAD investment, would add an estimated 825,000 SF of net new retail space. Assuming that retail space has average sales of $275 per square foot, the new retail development could generate an estimated $210 million in retail sales annually after build-out. This would generate $2.1 million annually in additional Local Option Sales Tax (LOST) revenues and an additional $2.1 million in Education Local Option Sales Tax (ELOST), representing a total of $4.2 million in new sales tax revenue generated by commercial development within the Redevelopment Area dedicated to Gainesville City Schools.

Potential Additional LOST and ELOST Revenue to Gainesville City Schools

Estimated New LOST and ELOST Revenue at Build-out	
Net New Retail SF	852,065
Estimated Occupancy	90%
Estimated Occupied Square Footage	**766,859**
Estimated Sales/SF	$275
Estimated Total New Sales	$ 210,886,088
New LOST Revenue (1%)	$ 2,108,861
New ELOST Revenue (1%)	$ 2,108,861
Total Sales Tax Revenue to Gainesville Schools	**$4,217,722**
Summary of New Revenues to Gainesville Schools	
Net Increase in Property Tax Revenue after build-out	$ 2,398,976
New Sales Tax Revenue with TAD after build-out	$ 4,217,722
Total New Revenue to Gainesville Schools after build-out	$ 6,616,697
Projected new students	411
Potential new revenue per Student	$ 16,097

Source: BAG

School Impact Conclusions

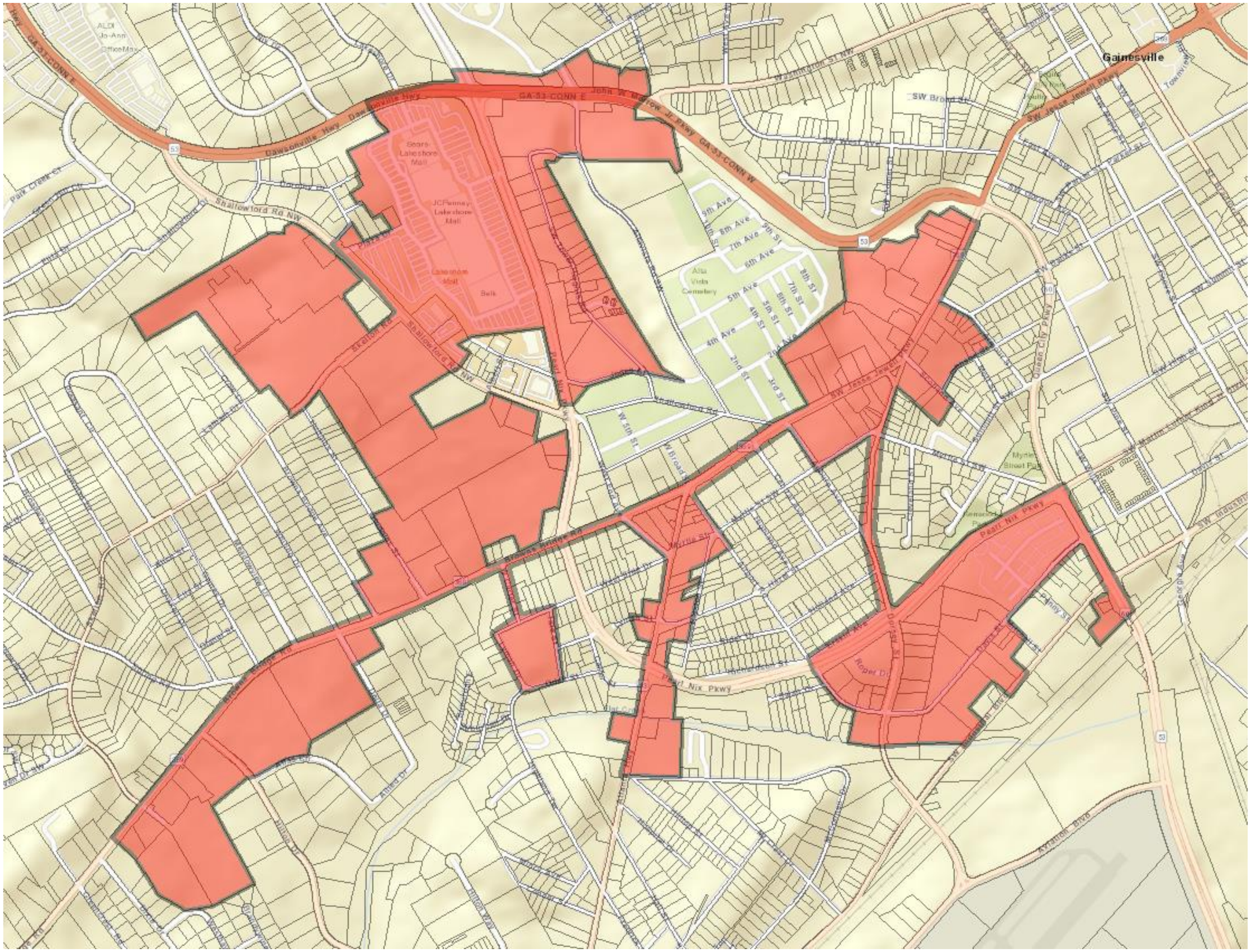
As demonstrated in the preceding analysis, the economic impacts to Gainesville City Schools from participating in the City of Gainesville TAD #3 are:

- The TAD Redevelopment Area will affect the future appreciation on 2.9% of the school district's Tax Digest. All current property taxes will continue to go to the school system—only increases above the current amount are pledged to the TAD.
- The Redevelopment Area will potentially attract an estimated 2,739 new residents and 411 school-aged children over a ten-year period. This represents a total addition of 4% to the total enrollment of the Gainesville City Schools and an estimated 21 new students per year over twenty years.
- The proposed redevelopment in TAD Redevelopment Area #3 will have the potential to generate an additional $2.4 million in new property taxes, which will revert to Gainesville City Schools upon the termination of the TAD.

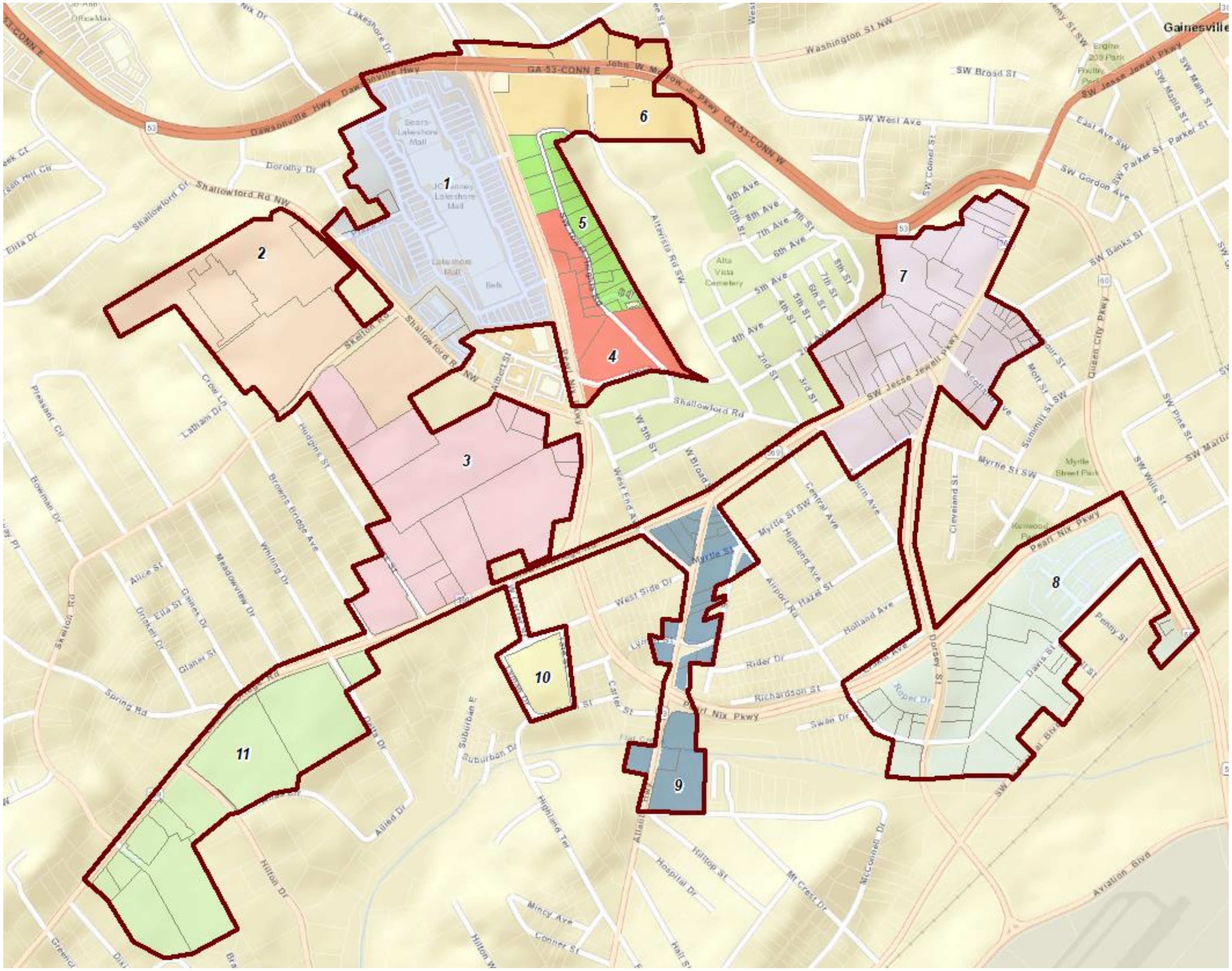
- New retail development in the TAD area will generate an estimated $4.2 million in new E-LOST sales tax revenue to Gainesville City Schools annually.

Thus, we conclude that the potential gains to the Gainesville City Schools from participating in the City of Gainesville TAD #3 will be substantial due to the future growth in its Tax Digest, LOST, and ELOST revenues, with minimal impact on the demand for school services over the coming decade.

Appendix A: Map of the City of Gainesville Tax Allocation District #3: Westside TAD Redevelopment Area



Source: Hall County, BAG



Source: Hall County, BAG

Appendix B: List of Parcels to be Included in City of Gainesville Tax Allocation District #3: Westside TAD

PIN	RealKey	Address	Acres	Appr. Val.	TaxDist	District	Class	Owner
00119C001024	1455	1600 BROWNS BRIDGE ROAD SOUTHWEST	4.92	$1,547,800	4	GAINESVILLE 1	C	WALDRIP, LAMAR V
00119C001025	1456	1500 BROWNS BRIDGE ROAD SOUTHWEST	11.66	$ 11,519,700	4	GAINESVILLE 1	C	SC GAINESVILLE GEORGIA LLC,
00119C001025C	1459	410 PEARL NIX PARKWAY SOUTHWEST	0.48	$ 518,800	4	GAINESVILLE 1	C	T K H ENTERPRISES
00119C001025D	1460	406 PEARL NIX PARKWAY SOUTHWEST	0.94	$ 639,700	4	GAINESVILLE 1	C	HOME PLACE INC THE
00126 001015	1903	308 ATLANTA HIGHWAY SOUTHWEST	0.64	$ 156,300	4	GAINESVILLE 1	C	BRYAN II, DILLARD JENNINGS
00126 005021	1931	224 ATLANTA HIGHWAY SOUTHWEST	0.44	$ 301,700	4	GAINESVILLE 1	C	LEE, WALEY
00126 006002	1933	201 ATLANTA HIGHWAY SOUTHWEST	1.73	$ 493,300	4	GAINESVILLE 1	E	IGLESIA PENTECOSTAL BETHEL DE GAINESVIL,
00126 006003	1934	211 ATLANTA HIGHWAY SOUTHWEST	0.44	$72,700	4	GAINESVILLE 1	C	HOLTZCLAW, ELBA
00126 006004	1935	219 ATLANTA HIGHWAY SOUTHWEST	0.34	$92,400	4	GAINESVILLE 1	C	HOLTZCLAW, ELBA
00126 007001	1941	1305 RALSTON STREET SOUTHWEST	0.40	$ 175,800	4	GAINESVILLE 1	C	ALONSO, JOSE M
00126 008001	1953	101 ATLANTA HIGHWAY SOUTHWEST	0.11	$ 155,600	4	GAINESVILLE 1	C	LOVELL, FRED
00126 008002	1954	105 ATLANTA HIGHWAY SOUTHWEST	0.14	$ 199,800	4	GAINESVILLE 1	C	LOVELL, FRED
00126 008004A	1956	109 ATLANTA HIGHWAY SOUTHWEST	0.37	$ 159,400	4	GAINESVILLE 1	C	L & L PROPERTIES 2017 INC,
00126 008005	1957	177 ATLANTA HIGHWAY SOUTHWEST	1.00	$ 870,942	4	GAINESVILLE 1	E	CHICAGO TABERNACLE INC,
00126 008007	1958	0 AIRPORT DRIVE SOUTHWEST	0.13	$25,800	4	GAINESVILLE 1	C	S & R PROPERTY MANAGEMENT, LLC
00126 009001	1959	106 ATLANTA HIGHWAY SOUTHWEST	0.38	$ 302,150	4	GAINESVILLE 1	C	MJK PROPERTIES, LLC,
00126 009001A	1960	1243 BROWNS BRIDGE ROAD SOUTHWEST	0.30	$ 184,000	4	GAINESVILLE 1	C	MJK PROPERTIES, LLC,
00126 009006	1962	112 ATLANTA HIGHWAY SOUTHWEST	0.09	$ 106,210	4	GAINESVILLE 1	C	SALINAS, JOSE DAVID
00127 003028A	2058	2121 BROWNS BRIDGE ROAD SOUTHWEST	3.24	$1,383,700	4	GAINESVILLE 1	C	PRO'S TEAM GAINESVILLE, LLC, A GEORGIA L,
00128 003025	2123	420 ATLANTA HIGHWAY SOUTHWEST	1.03	$ 674,100	4	GAINESVILLE 1	C	FD OF GAINESVILLE LLC,
00129 001005A	2128	415 ATLANTA HIGHWAY SOUTHWEST	0.61	$ 400,400	4	GAINESVILLE 1	C	BONANZA WESTERN WEAR LLC,
00129 002001	2141	1328 HAZEL STREET SOUTHWEST	0.43	$61,730	4	GAINESVILLE 1	C	ELSENE J, WHELCHEL
00129 002002	2142	301 ATLANTA HIGHWAY SOUTHWEST	0.31	$ 152,295	4	GAINESVILLE 1	C	ELSENE J., WHELCHEL
00129 002003	2143	309 ATLANTA HIGHWAY SOUTHWEST	0.40	$ 127,800	4	GAINESVILLE 1	C	SHADBURN, FAYE MEEKS
00130 004010	2202	1207 AIRPORT DRIVE SOUTHWEST	0.45	$91,250	4	GAINESVILLE 1	I	BAUGH, RAYMONIA P
00130 004011	2203	1160 DORSEY STREET SOUTHWEST	0.43	$68,300	4	GAINESVILLE 1	R	MCCALL PROPERTIES, INC.
00130 004012	2204	1150 DORSEY STREET SOUTHWEST	0.23	$92,200	4	GAINESVILLE 1	C	MCGHEE, DAVID
00130 004013	2205	884 DORSEY STREET SOUTHWEST	2.86	$ 171,300	4	GAINESVILLE 1	I	MULE CAMP SPRINGS, LLC
00130 004015	2207	1209 AIRPORT DRIVE SOUTHWEST	0.67	$ 160,300	4	GAINESVILLE 1	I	PORTER HEATING COMPANY INC,
01028 001001	4329	1038 JESSE JEWELL PARKWAY SOUTHWEST	1.34	$1,042,500	4	GAINESVILLE 1	C	CHUNG CARWASH PROPERTY, LLC
01028 001004	4330	1010 JESSE JEWELL PARKWAY SOUTHWEST	0.22	$ 296,000	4	GAINESVILLE 1	C	REID DEAVERS, PAMELA
01028 001005A	4331	1002 JESSE JEWELL PARKWAY SOUTHWEST	0.59	$ 409,000	4	GAINESVILLE 1	C	THE FRANVILLE CORPORATION,
01028 001007	4332	950 JESSE JEWELL PARKWAY SOUTHWEST	0.76	$ 466,700	4	GAINESVILLE 1	C	PRIETO PROPERTIES LLC,
01028 001009	4333	920 JESSE JEWELL PARKWAY SOUTHWEST	3.40	$ 184,200	4	GAINESVILLE 1	C	920 JJP LIMITED LIABILITY COMPANY,
01028 001012	4334	902 JESSE JEWELL PARKWAY SOUTHWEST	1.78	$ 167,200	4	GAINESVILLE 1	C	BOWDEN, LAURA
01028 001014	4335	800 JESSE JEWELL PARKWAY SOUTHWEST	0.74	$ 713,100	4	GAINESVILLE 1	C	COOK COMPANY LLC,
01028 001021	4336	794 JESSE JEWELL PARKWAY SOUTHWEST	3.88	$ 242,700	4	GAINESVILLE 1	C	COOK COMPANY LLC,
01028 001022	4337	746 JESSE JEWELL PARKWAY SOUTHWEST	1.84	$1,469,266	4	GAINESVILLE 1	E	PENTACOSTAL CHURCH TRIUMPHANTS OF

01028 001024	74315	1026 JESSE JEWELL PARKWAY SOUTHWEST	0.61	$ 159,900	4	GAINESVILLE 1	C	PHILLIP FORRESTER ENTERPRISES, INC.,
01028 001033	4338	644 JESSE JEWELL PARKWAY SOUTHWEST	0.21	$ 286,300	4	GAINESVILLE 1	C	HHC PROPERTY III, LLC
01028 001034	4339	636 JESSE JEWELL PARKWAY SOUTHWEST	0.77	$ 403,200	4	GAINESVILLE 1	C	AMERICANA EROSION CONTROL WINDER GA LLC,
01028 001035	4340	628 JESSE JEWELL PARKWAY SOUTHWEST	0.82	$ 573,500	4	GAINESVILLE 1	C	REINS, ELIZABETH ANN STRING
01028 001036	4341	620 JESSE JEWELL PARKWAY SOUTHWEST	0.52	$ 380,300	4	GAINESVILLE 1	C	SYROS II, LLC
01028 001056	4360	1020 JESSE JEWELL PARKWAY SOUTHWEST	1.40	$ 791,600	4	GAINESVILLE 1	C	FORRESTER ENTERPRISES, LLLP
01028 001057	4361	726 JESSE JEWELL PARKWAY SOUTHWEST	3.65	$2,000,400	4	GAINESVILLE 1	C	M B D PROPERTIES LLC,
01028 001059	4363	848 JESSE JEWELL PARKWAY SOUTHWEST	0.54	$ 576,000	4	GAINESVILLE 1	C	HUNT VENTURES, LLC
01028 001060	4364	1030 JESSE JEWELL PARKWAY SOUTHWEST	1.75	$72,700	4	GAINESVILLE 1	C	PHILLIP FORRESTER ENTERPRISES, INC.,
01028 001061	4365	766 JESSE JEWELL PARKWAY SOUTHWEST	1.69	$1,166,700	4	GAINESVILLE 1	C	SHIVAN OF GAINESVILLE INC
01029 001001	4366	809 JESSE JEWELL PARKWAY SOUTHWEST	0.63	$1,141,860	4	GAINESVILLE 1	C	RITNES INC
01029 001003	4367	821 JESSE JEWELL PARKWAY SOUTHWEST	0.51	$ 714,200	4	GAINESVILLE 1	C	P F C INC
01029 001005	4368	839 JESSE JEWELL PARKWAY SOUTHWEST	2.79	$1,255,000	4	GAINESVILLE 1	C	HUM LLC
01029 001007	4369	853 JESSE JEWELL PARKWAY SOUTHWEST	0.38	$ 196,300	4	GAINESVILLE 1	C	HUM, LLC,
01029 001015	4370	820 JOHNSON STREET SOUTHWEST	0.20	$61,300	4	GAINESVILLE 1	R	MUNDO, JOSE
01029 001016	4371	812 JOHNSON STREET SOUTHWEST	0.11	$31,001	4	GAINESVILLE 1	R	CRUZ, JUAN M F
01029 001017	4372	696 ARMOUR STREET SOUTHWEST	0.13	$45,700	4	GAINESVILLE 1	R	CRUZ, JOSEFA ESQUEA
01029 001018	4373	688 ARMOUR STREET SOUTHWEST	0.23	$37,700	4	GAINESVILLE 1	R	CRUZ, JUAN M F
01029 001019	4374	674 ARMOUR STREET SOUTHWEST	0.48	$73,400	4	GAINESVILLE 1	R	PIERCE, CHARLES DUANE
01029 001020	4375	668 ARMOUR STREET SOUTHWEST	0.17	$36,500	4	GAINESVILLE 1	R	CASTILLO, ALBERTO
01029 001021	4376	660 BANKS STREET SOUTHWEST	0.13	$34,747	4	GAINESVILLE 1	R	BENITEZ, JESUS
01029 001022	4377	652 BANKS STREET SOUTHWEST	0.16	$64,100	4	GAINESVILLE 1	R	PIERCE, STANLEY D
01029 001023	4378	644 BANKS STREET SOUTHWEST	0.17	$95,800	4	GAINESVILLE 1	C	R & M RENTAL PROPERTIES LLC,
01045 002006	5462	199 JOHN W MORROW JR PARKWAY NORTHWEST	0.99	$1,267,300	4	GAINESVILLE 1	C	WALTERS INCOME PROPERTIES LP
01045 002006A	5463	165 JOHN W MORROW JR PARKWAY NORTHWEST	0.48	$ 461,600	4	GAINESVILLE 1	C	DITTA, NICOLA P
01045 002006B	5464	175 JOHN W MORROW JR PARKWAY NORTHWEST	1.06	$ 988,780	4	GAINESVILLE 1	C	WALTERS INCOME PROPERTIES LP,
01045 002007	5465	237 JOHN W MORROW JR PARKWAY NORTHWEST	1.18	$ 880,800	4	GAINESVILLE 1	C	WASHINGTON PLAZA II,LLC,
01046 001032	5578	250 JOHN W MORROW JR PARKWAY SOUTHWEST	7.55	$3,750,000	4	GAINESVILLE 1	C	WASHINGTON STREET COMMONS LLC,
01046 001034B	5579	210 JOHN W MORROW JR PARKWAY SOUTHWEST	0.25	$ 1	4	GAINESVILLE 1	C	WASHINGTON STREETCOMMONS LLC,
01048 003002	5608	927 JESSE JEWELL PARKWAY SOUTHWEST	0.63	$ 244,611	4	GAINESVILLE 1	C	PIERCE FAMILY LP
01048 003003B	5609	943 JESSE JEWELL PARKWAY SOUTHWEST	0.52	$ 372,360	4	GAINESVILLE 1	C	BAINBRIDGE MANAGEMENT INC,
01048 003003D	5610	1015 JESSE JEWELL PARKWAY SOUTHWEST	0.66	$ 491,100	4	GAINESVILLE 1	C	FORWARD MOVING, INC.
01048 003005	5611	1075 JESSE JEWELL PARKWAY SOUTHWEST	3.82	$2,838,300	4	GAINESVILLE 1	C	WILEY, ARRIE MAE
01048 003010	5612	1021 JESSE JEWELL PARKWAY SOUTHWEST	1.18	$ 751,600	4	GAINESVILLE 1	C	PIERCE FAMILY LP
01048 003012	5613	958 MYRTLE STREET SOUTHWEST	0.24	$35,300	4	GAINESVILLE 1	R	PIERCE FAMILY LP
01048 003013	5614	620 DORSEY STREET SOUTHWEST	0.25	$ 116,125	4	GAINESVILLE 1	R	ALLEN, ROBERT E
01048 003014	5615	592 DORSEY STREET SOUTHWEST	0.09	$ 2,400	4	GAINESVILLE 1	C	PIERCE FAMILY LP

01048 004001	5616	541 DORSEY STREET SOUTHWEST	1.23	$1,100,830	4	GAINESVILLE 1	C	R&K MANAGEMENT OF GAINESVILLE LLC,
01048 004027	5640	714 SCOTLAND AVENUE SOUTHWEST	0.80	$ 110,400	4	GAINESVILLE 1	C	LONDON, TODD
01048 004029	5642	696 SCOTLAND AVENUE SOUTHWEST	0.34	$86,810	4	GAINESVILLE 1	C	BLACKSTOCK, HUGH
01049 001001	5643	1060 DAVIS STREET SOUTHWEST	2.57	$ 427,700	4	GAINESVILLE 1	I	F. FORD,LLC,
01049 001002	5644	854 DAVIS STREET SOUTHWEST	10.40	$6,423,113	4	GAINESVILLE 1	E	GAINESVILLE CITY OF HSNG AUTH,
01049 001014A	5657	730 PEARL NIX PARKWAY SOUTHWEST	1.51	$ 715,600	4	GAINESVILLE 1	C	CARRILLO, EFRAIN
01049 001014C	5658	845 DORSEY STREET SOUTHWEST	0.65	$ 376,764	4	GAINESVILLE 1	E	FIRST HISPANIC BAPTIST CHURCH
01049 001014D	5659	851 DORSEY STREET SOUTHWEST	0.71	$98,130	4	GAINESVILLE 1	C	DAVIS, DEBBIE L
01049 001014E	5660	865 DORSEY STREET SOUTHWEST	0.64	$ 273,340	4	GAINESVILLE 1	C	DAVIS, DEBBIE L
01049 001014F	5661	881 DORSEY STREET SOUTHWEST	1.13	$ 197,500	4	GAINESVILLE 1	I	GREENE JR, W M
01049 001015	5662	911 DORSEY STREET SOUTHWEST	0.63	$ 251,400	4	GAINESVILLE 1	C	IMPET, INC.
01049 001016	5663	1156 DAVIS STREET SOUTHWEST	0.98	$ 116,300	4	GAINESVILLE 1	C	DAVIS STREET LLC,
01049 001039	5684	978 DAVIS STREET SOUTHWEST	2.69	$ 504,300	4	GAINESVILLE 1	I	F. FORD LLC,
01049 001040	5685	966 DAVIS STREET SOUTHWEST	2.35	$ 177,160	4	GAINESVILLE 1	I	966 DAVIS STREET, LLC,
01050 001001	5687	0 INDUSTRIAL BOULEVARD SOUTHWEST	2.64	$ 260,100	4	GAINESVILLE 1	I	CRAWLER EQUIPMENT SALES INC,
01050 001001A	5688	1096 INDUSTRIAL BOULEVARD SOUTHWEST	2.41	$ 233,500	4	GAINESVILLE 1	I	MBFG, LLC,
01050 001002	5689	959 DORSEY STREET SOUTHWEST	1.59	$ 339,700	4	GAINESVILLE 1	I	FLAT CREEK, LLC,
01050 001008	5692	998 INDUSTRIAL BOULEVARD SOUTHWEST	1.32	$ 109,200	4	GAINESVILLE 1	E	GOOD NEWS AT NOON, INC.,
01050 001009	5693	979 DAVIS STREET SOUTHWEST	0.31	$ 381,516	4	GAINESVILLE 1	E	GOOD NEWS AT NOON INC
01050 001009A	5694	906 MITCHELL STREET SOUTHWEST	0.19	$ 119,271	4	GAINESVILLE 1	E	GOOD NEWS AT NOON INC
01050 001010	5695	1040 INDUSTRIAL BOULEVARD SOUTHWEST	1.43	$ 120,420	4	GAINESVILLE 1	E	GOOD NEWS AT NOON, INC.,
01051 002006	5700	801 INDUSTRIAL BOULEVARD SOUTHWEST	0.21	$ 140,300	4	GAINESVILLE 1	C	WILSON, DENISE J
01051 002007	5701	875 INDUSTRIAL BOULEVARD SOUTHWEST	1.25	$ 224,780	4	GAINESVILLE 1	I	AUSTIN, HAROLD L
01051 002009	5703	809 INDUSTRIAL BOULEVARD SOUTHWEST	0.19	$41,000	4	GAINESVILLE 1	C	WILSON, DENISE J
01117 003027	9173	125 JOHN W MORROW JR PARKWAY NORTHWEST	1.48	$1,807,400	4	GAINESVILLE 1	C	JVH ENTERPRISES, LLC,
01119 003031A	9285	275 PEARL NIX PARKWAY SOUTHWEST	2.44	$2,523,800	4	GAINESVILLE 1	C	LAKE SHORE VILLAGE LLC,
01119 003032	9286	320 TOWER HEIGHTS ROAD SOUTHWEST	2.20	$ 886,329	4	GAINESVILLE 1	E	HOUSING AUTHORITY
01119 003032A	9287	284 TOWER HEIGHTS ROAD SOUTHWEST	0.25	$ 102,800	4	GAINESVILLE 1	R	ROACH, BARBARA
01119 003032B	9288	274 TOWER HEIGHTS ROAD SOUTHWEST	0.23	$ 119,400	4	GAINESVILLE 1	R	ALARCON ALVAREZ, LUIS A
01119 003033	9289	254 TOWER HEIGHTS ROAD SOUTHWEST	0.24	$87,800	4	GAINESVILLE 1	R	MURROW, MITCHELL ANTHONY
01119 003033A	9290	232 TOWER HEIGHTS ROAD SOUTHWEST	0.32	$ 119,000	4	GAINESVILLE 1	R	HELTON, DONNIE
01119 003033B	9291	264 TOWER HEIGHTS ROAD SOUTHWEST	0.22	$ 101,400	4	GAINESVILLE 1	R	RIVERA, CARLOS
01119 003034	9292	195 PEARL NIX PARKWAY SOUTHWEST	1.17	$1,711,000	4	GAINESVILLE 1	C	LANCASTER, J W JR
01119 003035	9293	150 TOWER HEIGHTS ROAD SOUTHWEST	0.77	$ 126,500	4	GAINESVILLE 1	R	HULSEY, JAMES L
01119 003036	9294	130 TOWER HEIGHTS ROAD SOUTHWEST	0.60	$82,400	4	GAINESVILLE 1	R	HOOPER, MICHAEL R
01119 003038	9295	112 TOWER HEIGHTS ROAD SOUTHWEST	0.52	$23,410	4	GAINESVILLE 1	R	WATJEN, CONNIE
01119 003039	9296	86 TOWER HEIGHTS ROAD SOUTHWEST	0.87	$ 112,900	4	GAINESVILLE 1	R	WATERS, GINA
01119 003041A	9297	150 PEARL NIX PARKWAY SOUTHWEST	49.70	$ 7,139,988	17	GAINESVILLE L'SHORE MALL TAD	C	STOCKBRIDGE LAKESHORE LLC,
01119 003041C	9300	229 PEARL NIX PARKWAY SOUTHWEST	0.55	$ 579,000	4	GAINESVILLE 1	C	KINGOTT LLC
01119 003056	9304	130 JOHN W MORROW JR PARKWAY SOUTHWEST	6.83	$5,788,100	4	GAINESVILLE 1	C	READ - WASHINGTON, LLC,

01119 006002	9305	95 TOWER HEIGHTS ROAD SOUTHWEST	0.38	$96,500	4	GAINESVILLE 1	R	PEAVY, IRENE H
01119 006003	9306	113 TOWER HEIGHTS ROAD SOUTHWEST	0.55	$ 177,300	4	GAINESVILLE 1	R	CARRILLO, CLAUDIA GARCIA
01119 006004	9307	131 TOWER HEIGHTS ROAD SOUTHWEST	0.46	$ 136,900	4	GAINESVILLE 1	R	BURTZ, III, ROY P
01119 006005	9308	149 TOWER HEIGHTS ROAD SOUTHWEST	0.51	$ 103,100	4	GAINESVILLE 1	R	GEE, GARY L
01119 006006	9309	165 TOWER HEIGHTS ROAD SOUTHWEST	0.50	$81,000	4	GAINESVILLE 1	R	GEE, GARY L
01119 006007	9310	189 TOWER HEIGHTS ROAD SOUTHWEST	0.97	$41,940	4	GAINESVILLE 1	R	MARTINEZ, RAMON
01119 006008	9311	201 TOWER HEIGHTS ROAD SOUTHWEST	0.38	$ 227,600	4	GAINESVILLE 1	R	GARCIA GARCIA, JESUS LORENZO
01119 006008A	9312	225 TOWER HEIGHTS ROAD SOUTHWEST	0.35	$ 110,000	4	GAINESVILLE 1	R	MURROW, MITCHELL A
01119 006008B	9313	229 TOWER HEIGHTS ROAD SOUTHWEST	0.35	$51,800	4	GAINESVILLE 1	R	SATTERFIELD, ALAN L
01119 006009	9314	255 TOWER HEIGHTS ROAD SOUTHWEST	0.78	$58,100	4	GAINESVILLE 1	R	DRYDEN, EVON
01119 006009C	9317	245 TOWER HEIGHTS ROAD SOUTHWEST	0.27	$18,700	4	GAINESVILLE 1	R	ONEMAX LLC,
01119 006009E	9318	235 TOWER HEIGHTS ROAD SOUTHWEST	0.40	$ 149,700	4	GAINESVILLE 1	R	PIPER, BELITA
01119 006010	9319	320 TOWER HEIGHTS ROAD SOUTHWEST	5.75	$ 695,200	4	GAINESVILLE 1	E	HOUSING AUTHORITY
01119 006012	68608	295 TOWER HEIGHTS ROAD SOUTHWEST	0.17	$89,700	4	GAINESVILLE 1	R	TYNER, STEPHEN L
01119 006019	68615	231 TOWER COMMONS ROAD SOUTHWEST	0.01	$ 127,000	4	GAINESVILLE 1	R	MEJIA, DARWIN
01119 006020	68616	227 TOWER COMMONS ROAD SOUTHWEST	0.01	$ 114,600	4	GAINESVILLE 1	R	ALDRIDGE, JULIET E
01119 006021	68617	223 TOWER COMMONS ROAD SOUTHWEST	0.01	$ 114,600	4	GAINESVILLE 1	R	HUNTER, WILLIAM W
01119 006022	70956	0 TOWER COMMONS ROAD SOUTHWEST	0.82	$ 6,200	4	GAINESVILLE 1	R	TOWER DEVELOPMENT LLC,
01119A001003	9323	525 SHALLOWFORD ROAD SOUTHWEST	1.38	$1,568,400	4	GAINESVILLE 1	C	OTTO INVESTMENT LLC
01119A001004	9324	537 SHALLOWFORD ROAD SOUTHWEST	0.76	$ 755,030	4	GAINESVILLE 1	C	ARC CAFEUSA001 LLC,
01119A001006	66773	565 SHALLOWFORD ROAD SOUTHWEST	0.90	$ 994,000	4	GAINESVILLE 1	C	LAKESHORE OVERLOOK, LLC
01119A002008	9328	303 PEARL NIX PARKWAY SOUTHWEST	0.34	$ 294,500	4	GAINESVILLE 1	C	WALDRIP, JACK
01119B001002	9337	1354 PLAZA DRIVE SOUTHWEST	0.41	$ 375,000	4	GAINESVILLE 1	C	DRUMMONDS, DONALD E
01119B001006	9338	101 HILLCREST ROAD SOUTHWEST	0.44	$ 451,500	4	GAINESVILLE 1	C	FTB LLC,
01119C001021	9341	1408 HUDGINS STREET SOUTHWEST	3.65	$ 672,500	4	GAINESVILLE 1	C	ATLANTIC LEASING LLC
01119C001021B	9343	1590 BROWNS BRIDGE ROAD SOUTHWEST	1.84	$1,316,600	4	GAINESVILLE 1	C	ATLANTIC LEASING LLC
01119C001021D	9345	1528 BROWNS BRIDGE ROAD SOUTHWEST	0.73	$ 562,900	4	GAINESVILLE 1	C	JDM GEORGIA LLC,
01119C001029	9352	600 SHALLOWFORD ROAD SOUTHWEST	5.31	$ 339,300	4	GAINESVILLE 1	C	GAINESVILLE MARKET LLC
01119C001029A	9353	622 SHALLOWFORD ROAD SOUTHWEST	13.29	$3,469,700	4	GAINESVILLE 1	C	GAINESVILLE MARKET LLC
01119C001029D	9356	610 SHALLOWFORD ROAD SOUTHWEST	0.70	$ 463,100	4	GAINESVILLE 1	C	GAINESVILLE MARKET LLC
01119C001029E	9357	634 SHALLOWFORD ROAD SOUTHWEST	0.92	$1,093,900	4	GAINESVILLE 1	C	PIERCE, HERBERT
01119C001030	9358	514 SHALLOWFORD ROAD SOUTHWEST	9.22	$5,928,800	4	GAINESVILLE 1	C	DAYTON HUDSON CORP T 796,
01119C001031	9359	1515 SKELTON ROAD SOUTHWEST	3.84	$ 964,770	4	GAINESVILLE 1	C	LAKESHORE PLAZA ENTERPRISES
01119C002002	9360	1514 SKELTON ROAD SOUTHWEST	12.96	$8,136,100	4	GAINESVILLE 1	C	LAKESHORE CROSSING STATION LLC,
01119C002006	9364	350 SHALLOWFORD ROAD SOUTHWEST	0.89	$1,328,100	4	GAINESVILLE 1	C	LAKESHORE PARTNERS 2000,
01119C002007	9365	400 SHALLOWFORD ROAD SOUTHWEST	-	$7,671,380	4	GAINESVILLE 1	C	WAL-MART STORES INC
01119C002008	9366	0 SHALLOWFORD ROAD SOUTHWEST	22.23	$3,873,400	4	GAINESVILLE 1	C	WAL-MART REAL ESTATE BUSINESS TRUST
01123 008001	9380	1592 BROWNS BRIDGE ROAD SOUTHWEST	4.51	$2,207,700	4	GAINESVILLE 1	C	ATLANTIC LEASING LLC
01126 003001	9452	650 TATE STREET SOUTHWEST	4.50	$ 498,800	4	GAINESVILLE 1	C	HOLTZCLAW, ELBA
01126 006007	1938	227 ATLANTA HIGHWAY SOUTHWEST	1.39	$1,092,500	4	GAINESVILLE 1	C	NGUYEN, THAI T
01126 009004	9454	1301 BROWNS BRIDGE ROAD SOUTHWEST	0.84	$ 692,200	4	GAINESVILLE 1	C	CAMPBELL, SANDRA K
01126 009005	60754	118 ATLANTA HIGHWAY SOUTHWEST	0.73	$ 375,200	4	GAINESVILLE 1	C	BENNETT, DOUGLAS L

01127 003001	9471	1785 BROWNS BRIDGE ROAD SOUTHWEST	1.25	$ 826,600	4	GAINESVILLE 1	C	MANSFIELD OIL COMPANY OF GAINESVILLE, IN
01127 003027B	9477	2105 BROWNS BRIDGE ROAD SOUTHWEST	10.00	$1,636,050	4	GAINESVILLE 1	I	COCA-COLA BOTTLING COMPANY UNITED-EAST,,
01127 003040	9479	2115 BROWNS BRIDGE ROAD SOUTHWEST	10.10	$2,885,100	4	GAINESVILLE 1	C	HARDY PROPERTIES, LLC,
01127 003058	9482	2165 BROWNS BRIDGE ROAD SOUTHWEST	1.71	$ 744,800	4	GAINESVILLE 1	B	SRPFA/BROWNS BRIDGE LLC,
01127 003060	9483	2275 BROWNS BRIDGE ROAD SOUTHWEST	8.10	$2,128,400	4	GAINESVILLE 1	B	SRPFA/BROWNS BRIDGE LLC,
01127 003074	9497	2301 BROWNS BRIDGE ROAD SOUTHWEST	1.05	$ 776,300	4	GAINESVILLE 1	C	LAM, HUNG Q
01127 003075	9498	2283 BROWNS BRIDGE ROAD SOUTHWEST	5.18	$1,401,300	4	GAINESVILLE 1	B	SRPFA/BROWNS BRIDGE LLC,
01127 003080	9503	2159 BROWNS BRIDGE ROAD SOUTHWEST	1.16	$ 893,200	4	GAINESVILLE 1	C	MITHANI PROPERTIES LLC A GEORGIA LIMIT,
01129 001004	9604	403 ATLANTA HIGHWAY SOUTHWEST	1.41	$1,269,900	4	GAINESVILLE 1	C	COMPLETE AUTO PARTS INC
01129 001005	9605	425 ATLANTA HIGHWAY SOUTHWEST	3.65	$1,655,100	4	GAINESVILLE 1	C	ARTEAGA, RAMON
01130 004007	9613	879 AIRPORT DRIVE SOUTHWEST	0.83	$ 246,604	4	GAINESVILLE 1	I	A&M FAMILY PROPERTIES, LLC,
01131 001022	9625	950 DORSEY STREET SOUTHWEST	1.57	$ 138,900	4	GAINESVILLE 1	C	FIELDALE CORPORATION
08007 005008	11127	2305 BROWNS BRIDGE ROAD SOUTHWEST	0.84	$ 654,200	4	GAINESVILLE 1	C	STORE MASTER FUNDING VI LLC,

Appendix C: Overview of Tax Allocation Districts

Tax allocation districts are Georgia's version of tax increment financing. Tax increment financing is a redevelopment funding mechanism that reinvests the future taxes from real estate development back into a project as an incentive to attract new private investment into an area. As described by the Council of Development Finance Agencies. (www.cdfa.net), TIF was created and first used in California in 1952. Hundreds of TIF districts have helped spur urban redevelopment in cities across the country. Today, 49 states and the District of Columbia use some form of tax increment financing.

In 1985, the Georgia General Assembly authorized formation of Georgia's form of tax increment financing called Tax Allocation Districts (TADs). The purpose of a Georgia Tax Allocation District is similar to tax increment financing in any other state. It uses the increased property taxes generated by new development in a designated Redevelopment Area to finance costs related to the development such as public infrastructure, land acquisition, relocation, demolition, utilities, debt service and planning costs. Other costs it might cover include:

- Sewer expansion and repair
- Storm drainage
- Street construction & expansion
- Water supply
- Park improvements
- Bridge construction and repair
- Curb and sidewalk work
- Grading and earthwork
- Traffic control
- Multi-use paths

Cities and counties throughout Georgia have created TADs to stimulate major new construction and renovation or rehabilitation in underdeveloped or blighted areas. For example, ten TADs have been created in Atlanta, and additional TADs have been created in Marietta, Smyrna, Acworth, Woodstock, Holly Springs, East Point, Clayton County and DeKalb County. Over 70 Georgia cities and counties have had local referendums authorizing the use of TADs in in their communities. A TAD offers local governments the opportunity to promote redevelopment projects in areas that would otherwise not receive investment.

The creation of the City of Gainesville TAD #3 will enhance the private development community's interest in investing in major redevelopment projects in the Hall County.

A TAD will bring economic benefits to Hall County. Other Georgia Tax Allocation Districts, areas like Atlantic Station (Midtown Atlanta) and Camp Creek Marketplace (East Point), have demonstrated the benefits of TAD, including:

- **A stronger economic base**—Private development that would not have occurred without the TAD designation is attracted by this incentive.

- **The halo effect**—Several Georgia TADs have generated significant new investment in areas surrounding the TAD as well as within the Tax Allocation Districts, further expanding the positive economic impact.
- **No impact on current tax revenues**—Redevelopment is effectively promoted without tapping into existing general governmental revenues or levying special assessments on property owners.
- **Expanded local tax base**—By stimulating economic activity TAD's expand the local Tax Digest, generate additional retail sales, and as a result, additional sales tax revenues.
- **It is self-financing**—TADs are self-financing, since they are funded by the increased tax revenues from new development within the district.
- **High leverage**—Typically TAD funds represent between 5% -15% of project costs, leveraging 7 to 20 times their value in private investment.

In summary, a Tax Allocation District supports the infrastructure necessary to make an underutilized area attractive to private development, at no additional cost to the taxpayer. It does not create a tax increase for the community, nor does it reduce current tax revenues the community currently receives.

Tax allocation districts are authorized in Georgia under the Redevelopment Powers Law, O.C.G.A. Title 36, Chapter 44. In 2009, the Redevelopment Powers Law was amended again, with the following definition of a "Redevelopment Area":

'Redevelopment Area' means an urbanized area as determined by current data from the US Bureau of the Census or an area presently served by sewer that qualifies as a 'blighted or distressed area, a 'deteriorating area,' or an 'area with inadequate infrastructure' as follows:

(C) A 'blighted or distressed area' is an area that is experiencing one of more conditions of blight as evidenced by:

(iv) The presence of structures, buildings, or improvements that by reason of dilapidation; deterioration; age; obsolescence; inadequate provision for ventilation, light, air, sanitation, or open space; overcrowding; conditions which endanger life or property by fire or other causes; or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency, or crime and are detrimental to the public health, safety, morals, or welfare;

(v) The presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures, the predominance of a defective or inadequate street layout, or transportation facilities; or faulty lot layout in relation to size, accessibility, or usefulness;

(vi) Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the U.S. Bureau of the Census, and an unemployment rate that is 10 percent higher than the state average;

(vii) Adverse effects of airport or transportation related noise or environmental contamination or degradation or other adverse environmental factors that the political subdivision has determined to be impairing the redevelopment of the area; or

(viii) The existence of conditions through any combination of the foregoing that substantially impair the sound growth of the community and retard the provision of housing accommodations or employment opportunities;

(D) A 'deteriorating area' is an area that is experiencing physical or economic decline or stagnation as evidenced by two or more of the following:

(vii) The presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance;

(viii) High commercial or residential vacancies compared to the political subdivision as a whole;

(ix) The predominance of structures or buildings of relatively low value compared to the value of structures or buildings in the surrounding vicinity or significantly slower growth in the property Tax Digest than is occurring in the political subdivision as a whole

(x) Declining or stagnant rents or sales prices compared to the political subdivision as a whole

(xi) In areas where housing exists at present or is determined by the political subdivision to be appropriate after redevelopment, there exists a shortage of safe, decent housing that is not substandard and that is affordable for persons of low and moderate income;

(xii) Deteriorating or inadequate utility, transportation, or transit infrastructure; and

(E) An 'area with inadequate infrastructure' means an area characterized by:

(i) deteriorating or inadequate parking, roadways, bridges, pedestrian access, or public transportation or transit facilities incapable of handling the volume of traffic into or through the area, either at present or following redevelopment; or

(ii) Deteriorating or inadequate utility infrastructure either at present or following redevelopment.

Appendix D. Gainesville City Government

Danny Dunagan
Mayor

Ruth H. Brunner
Council Member

Sam Couvillon
Mayor Pro Tem
Ward 1

Zack Thompson
Council Member
Ward 2

Barbara B. Brooks
Council Member
Ward 3

George Wangemann
Council Member
Ward 4

Appendix E. Hall County Board of Commissioners

HALL COUNTY
GEORGIA

Richard Higgins
Commission Chairman

Kathy Cooper
District 1 Commissioner

Billy Powell
District 2 Commissioner

Scott Gibbs
District 3 Commissioner

Jeff Stowe
District 4 Commissioner

Appendix F. Gainesville City Schools Board of Education

GAINESVILLE CITY SCHOOLS
A Georgia Charter System

John Filson
Board Chair

Willie Mitchell
Board Vice Chair

Sammy Smith
Board Treasurer

Andy Stewart

Dr. Heather Ramsey

Dr. Jeremy Williams
Superintendent

Publish Date:
Thursday, November 15, 2018
The Times

NOTICE OF GAINESVILLE CITY COUNCIL PUBLIC HEARING

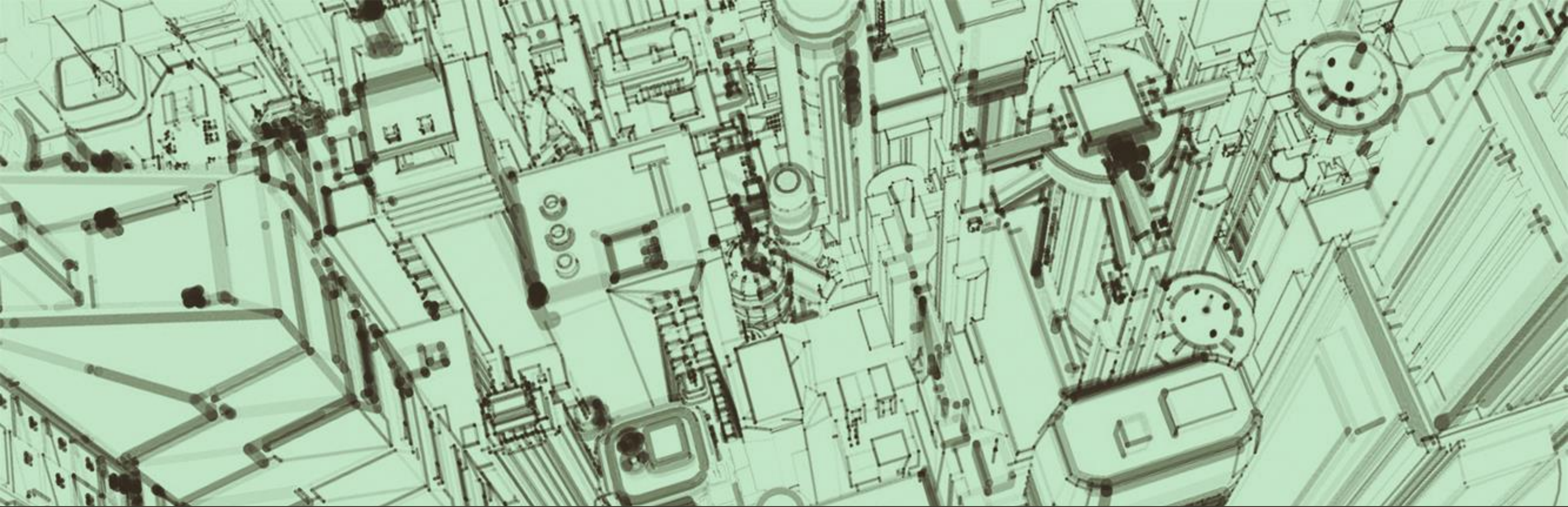
Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, November 20, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following:

1) Seeking public comment regarding the Westside Tax Allocation District Urban Redevelopment Plan, the repeal of Gainesville Tax Allocation District Number Two - Lakeshore Mall and the creation of the Gainesville Tax Allocation District Number Three - Westside.

Following the public hearing, the Gainesville City Council will officially approve, amend and approve, or reject the Westside TAD Urban Redevelopment Plan, the repeal of the Gainesville TAD Number Two – Lakeshore Mall and the creation of the Gainesville TAD Number Three – Westside.

Additional information will be provided by contacting Assistant City Manager Angela Sheppard at 770-535-6865.

Draft: 11/12/18 ag

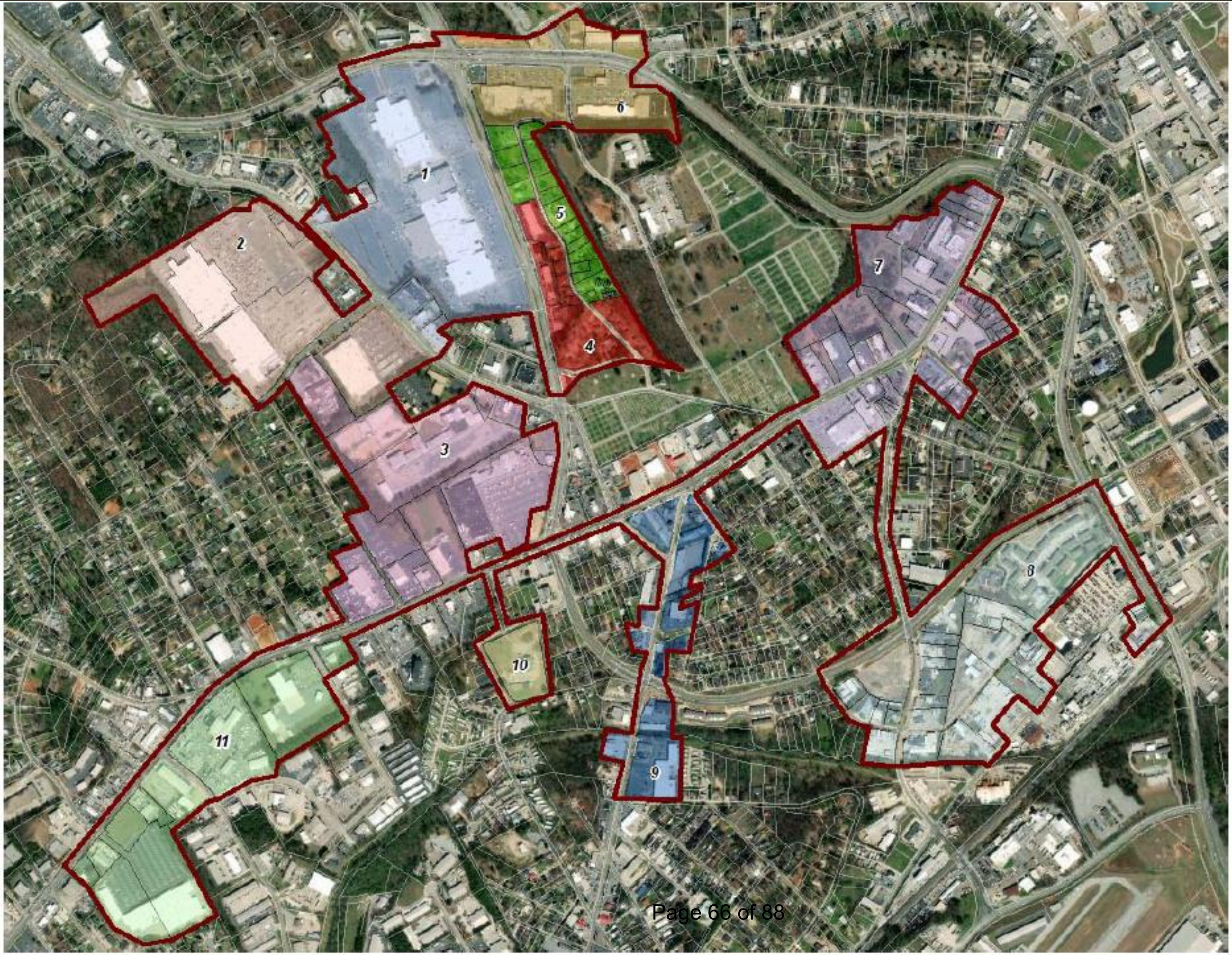


Westside Tax Allocation District (TAD)

Bleakly Advisory Group

Why a new Westside TAD?

- Our success with the Midtown TAD brought about the idea of creating a new TAD district focused on retail blight
- Desire to focus on other under performing areas of the City
- Bring business back into areas with existing infrastructure, reduce sprawl and promote infill development
- Improve traffic congestion by providing alternative retail destinations
- Need to stop the negative halo effect



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OPEN
FURNITURE
MUEBLES
CUNAS
MATTRESSES
COLCHONES
CELULARES
APPLIANCES
219


ENVIO DE DINERO
GAINESVILLE BALLROOM
LA FLOR DE
GABY SHOES
JOYERIA
JEWELRY
UNO MAS


1100


FAIRWAY
ON-SITE OUTPATIENT SURGERY CENTER
SPORTS MEDICINE
JOINT REPLACEMENT SPECIALISTS
WALK-IN APPOINTMENTS
scg-ortho.com | 770-532-7202
L2431

Westside TAD Summary & Next Steps

- TAD Summary
  - 170 Parcels
  - 344 Acres
  - Estimated 3% of Gainesville Taxable Digest

- Next Steps
  - Public Hearing on the Urban Redevelopment Plan at 11/20 Council Meeting
  - TAD base value to be certified by Hall County Tax Assessor (12/31/18) and Georgia Department of Revenue (1/31/19)

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/13/2018

Presenter: Angela Sheppard

Item of Business: Resolution: Property Acquisition at 506 & 508 Davis Street

Meeting Date: 11/15/2018

Purpose of Request:
To authorize the Sale Agreement for the purchase of property at 506 & 508 Davis Street and to authorize the expenditure of $200,000 in CDBG Funds for that purpose.

History/Background:
The property on Davis Street is surrounded by other City owned property that will be developed into a park along the Midtown Greenway. This property will be incorporated into the park design.

Facts & Issues for Consideration:
The Gainesville Parks & Recreation Board authorized the expenditure of $25,000 to participate in the purchase of the property at their Board Meeting on 11/12/18.

Department Recommendation:
Approval of the Resolution.

Department Director:
Bryan Lackey

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

Amount Requested:
225,000

Source of Funds:
CDBG and Parks & Recreation Park Development Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	Resolution Authorizing Property Acquisition at 506 & 508 Davis	Resolution
🗋	Exhibit A - Presley Real Estate Purchase and Sale Agreement	Attachments/Exhibits
🗋	Exhibit B - Parks & Recreation Resolution AR 2018-03	Attachments/Exhibits

RESOLUTION BR-2018-___

Property Acquisition of 506 and 508 Davis Street

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

WHEREAS, the property located at 506 and 508 Davis Street, as more particularly described in the Real Estate Purchase and Sale Agreement attached hereto as Exhibit A, is located adjacent to the Midtown Greenway and will be used by the City to provide parks and recreational opportunities for the public; and

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

WHEREAS, the City of Gainesville is designated an entitlement grantee by the U.S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program; and

WHEREAS, all CDBG funded activities must meet one of three following National Objectives of the *CDBG* program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need; and

WHEREAS, staff has identified for acquisition under the CDBG Program the properties noted above as a means to meet the national objectives of benefiting low- and- moderate income persons and preventing or eliminating slums or blight; and

WHEREAS, the City has identified $200,000 from the Community Development Block Grant Fund for the purchase of the property; and

WHEREAS, the Parks and Recreation Board authorized an appropriation of $25,000 to participate in the purchase of the property via Resolution AR-2018-03 attached hereto as Exhibit B.

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

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the establishment of Just Compensation as noted above in this resolution and does hereby authorize the expenditure of $200,000 in Community Development Block Grant Funds for the purchase of the property.

RESOLUTION BR-2018-___

Property Acquisition of 506 and 508 Davis Street

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

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Ricky Presley, a resident of the State of Georgia (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of those certain parcels of real property located in the City of Gainesville, Hall County, Georgia, known as 506 & 508 Davis Street, being tax parcel numbers 01018 001014 and 01018 001022 and depicted on the attached Exhibit "A" (collectively "the Property").

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

W I T N E S S E T H:

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

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

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be Two Hundred Thousand Twenty-Five and no/100 (225,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 Purchaser intends to obtain a Phase 1 environmental assessment on the Property, pursuant to Section 1.13 and any additional assessments indicated by the results of the Phase 1 assessment. The obligations of Purchaser are expressly contingent upon satisfactory results from any environmental study in the sole and complete discretion of Purchaser.

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

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

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

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

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

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

"AS IS" PURCHASE

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

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

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

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2nd) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

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

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

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

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

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

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement. Notwithstanding this prohibition, Seller will be permitted to extend any expired or expiring lease on a month to month basis.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

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

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

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at

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its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

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

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

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

a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;

b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;

c) The Closing Statement;

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

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to

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the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

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

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

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

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

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

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by

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delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

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

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

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

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

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

If to Purchaser:	City of Gainesville Attention: Bryan Lackey 300 Henry Ward Way Gainesville, GA 30501 Phone 770-535-6860 Email: blackey@gainesville.org
With a copy to:	Hulsey, Oliver and Mahar, LLP Attention: T. Wesley Robinson 200 E. E. Butler Parkway Gainesville, GA 30501 Phone: 770-532-6312

Email: twr@homlaw.com

If to Seller: Ricky Presley
930-C Interstate Ridge Dr.
Gainesville, GA 30501
Phone:770-503-7171
Email: rickypresley@bellsouth.net

With a copy to: Stewart, Melvin & Frost
Attention: Tom LeFevre
200 Main St., Ste. 600
Gainesville, GA 30501
Phone: 770-536-0101
Email: tlefevre@smf-law.com

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

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

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

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

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

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

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

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

A. Purchaser intends to utilize the Property for a public park in the future and has agreed in accordance with the then existing City of Gainesville naming policy to pursue naming the park in memory of Seller's grandparents.

B. Purchaser and Seller acknowledge that they are entering into this Agreement as a voluntary resolution of the sale of the Property. Purchaser acknowledges that, but for this Agreement, Purchaser intended to seek title to the Property through eminent domain proceedings.

C. Purchaser intends to utilize federal funding through the Community Development Block Grant ("CDBG") program of the federal government. Purchaser agrees to diligently pursue federal approval of Purchaser's use of CDBG funds to purchase the Property. In the event that Purchaser obtains written federal approval of Purchaser's use of CDBG funds to purchase the Property, prior to the expiration of the 90-day Inspection Period, then the Inspection Period shall terminate on the fifth (5th) business day following Purchaser's receipt of said federal approval, and Purchaser shall proceed to closing within 30 days thereafter in accordance with Section 1.18.

KP

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

Purchaser:

CITY OF GAINESVILLE

By: ______________________________
Bryan Lackey, City Manager

Attest: ______________________________ Date: ________________
Denise O. Jordan, City Clerk

CITY SEAL

Approved as to form:

____
Abbott Swift Hayes, Jr.

Date: ____________

Seller:

Ricky Presley
____
Ricky Presley

Date: 11-8-18

TWR/mmk/T7714/W214379

EXHIBIT "A"

TRACT 1

All that tract or parcel of land, together with all improvements thereon, lying and being in the City of Gainesville, Hall County, Georgia, fronting 173.2 feet on the Northwesterly right of way of Davis Street, and being more particularly described as follows:

BEGINNING at an iron pin corner on the Northerly right of way of Davis Street, said iron pin corner being located 210.4 feet as measured along the Northerly right of way of Davis Street, West of the intersection of the Northerly right of way of Davis Street with the center line of Grove Street; thence South 59 degrees 49 minutes West along the Northerly right of way of Davis Street a distance of 173.2 feet to a marker; thence North 28 degrees 30 minutes West a distance of 23.9 feet to a marker; thence North 32 degrees 44 minutes East a distance of 71.20 feet to an iron pin; thence North 40 degrees 9 minutes East a distance of 93.9 feet to a point and North 38 degrees 20 minutes East a distance of 20.3 feet to an iron pin corner; thence South 31 degrees 12 minutes East a distance of 95.4 feet to an iron pin corner and the POINT OF BEGINNING.

The property is known as 508 SW Davis St., Gainesville, Hall County, GA.

TRACT 2

All that tract or parcel of land lying and being in The City of Gainesville, Land Lot 153, 9th Land District of Hall County, Georgia as shown on a survey and plat prepared by Patton Land Surveying for The City of Gainesville dated September 8, 2010, (see attached exhibit "A") and being more particularly described as follows:

Commencing at the Centerline Intersection (C/L) of Grove Street and Davis Street, THENCE S 65 degrees 24 minutes 34 seconds W for a distance of 214.52 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence S 59°24'58" W a distance of 20.00' to a point; Thence N 31°32'59" W a distance of 95.02' to a point; Thence N 54°04'51" E a distance of 20.06' to a point; Thence S 31°32'59" E a distance of 96.89' to a point; which is the POINT OF BEGINNING.

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

Said property contains 1,918.9 square feet more or less.

RESOLUTION AR - 2018 – 03
GAINESVILLE PARKS AND RECREATION

PARTIAL FUNDING FOR PROPERTY ACQUISITION IN MIDTOWN FOR FUTURE PARK DEVELOPMENT

WHEREAS, it is the mission of the Gainesville Parks and Recreation Agency to provide safe and accessible facilities for the citizens of Gainesville, GA; and,

WHEREAS, the opportunity has arisen to work in partnership with the City of Gainesville to purchase approximately +/-.36 acre in the Midtown Greenway located at 506 & 508 Davis Street for future park development; and,

WHEREAS, the price for the purchase of the property has been set at $225,000; and,

WHEREAS, the City of Gainesville has identified $200,000 from their Community Development Block Grant Fund for the purchase; and,

WHEREAS, it is the desire of the Parks and Recreation Board to participate in the acquisition of this tract of land for future park development and has identified the Parks and Recreation Park Development Fund as a funding source which currently has a balance of $100,000.

NOW, THEREFORE, BE IT RESOLVED THAT the Gainesville Parks and Recreation Board, meeting in official session on November 12, 2018 authorizes an appropriation $25,000 from the Park Development Fund in order for the City of Gainesville to proceed with the acquisition of said property.

Adopted by the Gainesville Parks and Recreation Board of the City of Gainesville, Georgia this 12th day of November 2018.

John Simpson, Chairman

I HEREBY CERTIFY that the foregoing Appropriation Resolution was adopted by the Gainesville Parks and Recreation Board of the City of Gainesville in their regularly scheduled meeting on this 12th day of November 2018 and will be recorded in the official minutes.

ATTEST:

Chris Romberg, Secretary/Treasurer