

DEPARTMENT ISSUES

Police	Resolution: Edward Byrne Memorial Justice Assistance Grant (JAG)	Jay Parrish / Kate Mattison
Finance	Resolution: Municipal Advisor Agreement with Raymond James & Associates, Inc.	Jeremy Perry
Finance	Resolution: Coronavirus Relief Fund Terms and Conditions Agreement	Jeremy Perry
Community & Economic Development	Public Hearing Item: September 1, 2020 Council Meeting Request from Darrell W. Wiley to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a 0 Mundy Mill Road) and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Four. Tax Parcel Number(s): 08-030-000-102 (Part). Request: Right-of-way.	Abb Hayes
Community & Economic Development	Public Hearing Item: September 1, 2020 Council Meeting Request from the City of Gainesville to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a 319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I). Ward Number: Three. Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023. Request: No change in use.	Abb Hayes
Community & Economic Development	Public Hearing Item: September 1, 2020 Council Meeting Request from the City of Gainesville to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.	Abb Hayes

CITY MANAGER ISSUES

Resolution: Authorization to Execute Declaration of Covenants and Grant of Easements with 106 Spring, LLC for "Gainesville Renaissance"	Angela Sheppard
Solid Waste Update	Bryan Lackey

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

Resolution: Tax Levy Resolution for School District General
Obligation Bonds

Abb Hayes

Resolution: Settlement Agreement with Atlanta Gas Light
Company

Abb Hayes

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, August 25, 2020, 2:10 PM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/19/2020
Presenter: Jay Parrish / Kate Mattison
Item of Business: Resolution: Edward Byrne Memorial Justice Assistance Grant (JAG)
Meeting Date: 8/27/2020

Purpose of Request:

To apply for and accept grant funds available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

History/Background:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a source of federal funding for state and local jurisdictions. The grant is designed to support crime prevention and improve the justice system.

Facts & Issues for Consideration:

The Gainesville Police Department is eligible to receive \$12,848.00 which may be utilized for the purchase of security cameras.

Department Recommendation:

Approve the resolution.

Department Director:

Jay Parrish

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

N/A

Amount Requested:

\$12848

Source of Funds:

Grant

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Edward Byrne Memorial Justice Assistance Grant (JAG)	Resolution

RESOLUTION PR-2020 - ____

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance announced the availability of block grant funds, which may be utilized for the purchase of equipment and technology related to basic law enforcement functions; and

WHEREAS, the Bureau of Justice Assistance has awarded the City of Gainesville \$12,848.00 with no requirement of any cash match.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the application of and receipt of said funds awarded by the Bureau of Justice Assistance.

BE IT FURTHER RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the Mayor and/or City Manager to execute all documents related to the application and acceptance of said grant.

Adopted this ____ day of _____, 2020.

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: 8/17/2020
Presenter: Jeremy Perry
Item of Business: Resolution: Municipal Advisor Agreement with Raymond James & Associates, Inc.
Meeting Date: 8/27/2020

Purpose of Request:

To hire and enter into an agreement with Raymond James and Associates, Inc. to serve as the City's Municipal Advisor.

History/Background:

For the past several years, the City has used PFM Financial Advisors, LLC. The agreement ended March 26, 2020.

Facts & Issues for Consideration:

Raymond James and Associates will consult with and advise the City with outstanding debt, any forms of credit enhancement, capital needs financing programs and/or new financing. They will work with the City's staff, underwriters, bond counsel, and attorneys in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the City. They will assist the City in analysis of the pricing and fees to determine their reasonableness and acceptability.

Department Recommendation:

The Financial Services staff recommends entering into an agreement with Raymond James & Associates, Inc.

Department Director:

Jeremy Perry

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
❑ Municipal Advisor Agreement Resolution	Resolution
❑ Municipal Advisor Agreement - Raymond James & Associates	Contract/Agreement/MOU

RESOLUTION BR-2020 - ____

MUNICIPAL ADVISOR AGREEMENT WITH RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, the governing body of the City of Gainesville, Georgia desires to hire and enter into an agreement with Raymond James & Associates, Inc. to serve as the Municipal Advisor for the City of Gainesville, Georgia; and

WHEREAS, the Municipal Advisor will consult with and advise the City on outstanding debt, any forms of credit enhancement, capital needs financing programs and/or new financing; and

WHEREAS, the Municipal Advisor will work with the City's staff, Underwriters, Bond Counsel, and Attorneys in the development of the financial and security provisions to be contained in the instruments authorizing and securing the obligations undertaken by the City; and

WHEREAS, the Municipal Advisor will assist the City in analysis of pricing and fees to determine their reasonableness and acceptability; and

WHEREAS, the current agreement with PFM Financial Advisors, LLC for these services ended.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville, Georgia hereby approves the attached agreement with Raymond James and Associates, Inc. and authorizes the Mayor and/or City Manager to execute all necessary documents for the agreement.

Adopted this ____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville, Georgia. 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

MUNICIPAL ADVISOR AGREEMENT BY AND BETWEEN THE CITY OF GAINESVILLE
(GEORGIA) AND RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the City of Gainesville (Georgia) (the “City”) and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the City wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement; and

WHEREAS, the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, is registered with the Securities and Exchange Commissions (“SEC”), and is authorized under applicable Federal and State statutes and regulatory rules to provide advisory services to the City as provided herein, and

NOW, THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the City whether it is acting in the capacity of an Issuer of municipal securities or as a Borrower incurring debt or other financial obligations, with respect to its outstanding debt and any forms of credit enhancement (e.g., bank credit facilities, bond insurance, stand-by bond purchase agreements, etc.) and/or capital needs financing programs. This advice will generally include the following:
 - a. Evaluating opportunities to current or advance refund outstanding debt obligations where the City is the Borrower;
 - b. Assisting the City with respect to renewing or replacing letters or lines of credit;
 - c. Evaluating the City’s credit profile and debt capacity;
 - d. Evaluating opportunities to hedge future debt issuances;
 - e. Developing a debt and/or investment policy, if requested;
 - f. Assisting in managing relationships and interaction with rating agencies, bond insurers, and bond investors;
 - g. Assisting the City in its capacity as Issuer in hiring bond underwriters and/or remarketing agents on bonds that may be issued during the term of this Agreement; and
 - h. Assisting the City, at the City’s request, in evaluating certain investment banking ideas that may be presented to the City from time to time.
2. When the City deems it necessary to issue bonds, notes, or other debt instruments (collectively, “Obligations”) in the capital markets, the Municipal Advisor will consult with and advise the City with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:

- a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;
 - f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and
 - l. security pledges.
3. The Municipal Advisor will, upon request, work with staff, underwriters and attorneys of the City, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the City.
4. The Municipal Advisor will, as requested, assist staff in the development of information to be used for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the City, if necessary.
5. For negotiated transactions, the Municipal Advisor will attend the sale of the Obligations and advise and assist the City in the analysis of the pricing and fees to determine their reasonableness and acceptability.
6. Any services in connection with the Obligations with respect to swaps or other types of derivative products or the reinvestment of proceeds are not included within the scope of this Agreement and must be governed by a separate, written agreement covering such additional services.
7. The scope of services set forth in (1) through (6) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. Unless otherwise provided in the Scope of Services described above, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Obligations municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(d) If the City, acting as an Issuer, has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of City contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and City agrees not to represent, publicly or to any specific person, that Municipal Advisor is City’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

8. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
9. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Borrower’s determination whether to precede with a course of action or that form the basis for any advice provided by Municipal Advisor to the City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City’s behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the City will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE CITY

1. The City will make available to the Municipal Advisor financial data and information concerning the City’s fiscal operation. City officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing

activities and disclosure responsibilities and drafting and distribution of Offering Documents and other disclosure documents relating to the Obligations.

2. The City will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Obligations, and also with the City's local legal counsel with respect thereto, as appropriate. Additionally, the City will either retain or work with counsel to advise it as to the adequacy of disclosure and to assist with the preparation of the Offering Documents or other official documents relating to the Obligations.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services enumerated, above, the City will compensate the Municipal Advisor a fee of \$25,000 per transaction provided a transaction is consummated.
2. For performance of the services enumerated, above, the City will compensate the Municipal Advisor a fee \$300 per hour (if no transaction materializes).
3. In addition to fees for services provided above, all reasonable and necessary costs and expenses incurred by the Municipal Advisor related to the performance of this Agreement will be paid by the City.
4. The City agrees to promptly pay the Municipal Advisor the undisputed fees described in Article III, Paragraph 1 and 2, above, and the costs and expenses described in Article III, Paragraph 3, above, as mutually agreed on, within thirty (30) days of receiving an invoice from the Municipal Advisor. The City shall notify the Municipal Advisor of any disputed charge within thirty (30) days and Municipal Advisor shall have ten (10) days to respond to the City.

IV. PAYMENT OF COSTS OF ISSUANCE

The City shall be responsible for payment of all third party costs of issuing the Obligations and completing a financing, including, but not necessarily limited to, the following:

- b. Printing, web posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement (if required);
- c. Fees of the national ratings agencies;
- d. Bond printing costs;
- e. Bond, Local, Disclosure, and/or Underwriter's Counsel Fees;
- f. Underwriting Fees;
- g. Letter of Credit and similar such Fees; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The City understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the City's underwriting

team, or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but outside of its Public Finance/Debt Investment Banking Department, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the City.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the City with respect to the Obligations/Bonds/Notes identified above; Municipal Advisor's engagement by the City is limited to providing financial advisory services to the City with respect to the Obligations/Bonds/Notes. Advisor is not a fiduciary of any other party to the transaction. Advisor will not (i) provide any assurances that any investment made in connection with the Obligations/Bonds/Notes or otherwise during its engagement is the best possible investment available for the City's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Obligations/Bonds/Notes or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the expiration of the term of this Agreement and Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide the City with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the City as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the City as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the City or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.
5. Unless terminated earlier as provided below, the term of this Agreement shall end on **August 31, 2021**. Furthermore, this Agreement will automatically renew on September 1 each year, be in effect for the following 12 months, unless terminated by notice given at least sixty (60) days before the end of the term. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly

submit for payment, and City shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.

6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the City for any act or omission in the course of, or connected with, rendering services hereunder, or for any good faith error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or municipal financial product (hereinafter, "Product") or otherwise relating to the tax treatment of any Obligation or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.
7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the City and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between the City and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles.
9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the City and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this 1st day of September, 2020.

APPROVED AS TO FORM BEFORE EXECUTION:

By: _____
Abbott S. Hayes, Jr., City Attorney

CITY OF GAINESVILLE, GEORGIA

By: _____
Name: Bryan Lackey
Title: City Manager

ATTEST: _____
Name: Denise Jordan
Title: City Clerk

[SEAL]

RAYMOND JAMES & ASSOCIATES, INC.

By: 

Name: William J. Camp

Title: Managing Director

JAR/mmk/1800/W240995

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/24/2020

Presenter: Jeremy Perry

Item of Business: Resolution: Coronavirus Relief Fund Terms and Conditions Agreement

Meeting Date: 8/27/2020

Purpose of Request:

To enter into an agreement with the State of Georgia to receive funds from the Coronavirus Relief Fund (CRF).

History/Background:

In an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund to the State of Georgia. Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia.

Facts & Issues for Consideration:

Cities and Counties will have access to and be able to request 30% of Phase One funding immediately. The remaining 70% will be available on a reimbursement basis. Phase One fund should be used by September 1, 2020. The City of Gainesville's Phase One allocation is \$2,263,095.

Department Recommendation:

Financial Services recommends the execution of the Coronavirus Relief Fund (CRF) Terms and Conditions agreement.

Department Director:

Jeremy Perry

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

N/A

Amount Requested:

\$2,263,095

Source of Funds:

Coronavirus Relief Fund (CRF)

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Coronavirus Relief Fund Terms and Conditions Agreement Resolution	Resolution
☐ Coronavirus Relief Fund Terms and Conditions Agreement	Attachments/Exhibits

RESOLUTION BR-2020 - ____

CORONAVIRUS RELIEF FUND TERMS AND CONDITIONS AGREEMENT

A RESOLUTION OF THE CITY OF GAINESVILLE TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measured approach with local governments across the State of Georgia; and

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding; and

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GAINESVILLE, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Gainesville or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that its legal counsel had reviewed the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

RESOLUTION BR-2020 - ____

CORONAVIRUS RELIEF FUND TERMS AND CONDITIONS AGREEMENT

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

Adopted this ____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville, Georgia. 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

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of
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Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (See Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB , or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: (INSERT NAME AND ADDRESS HERE)

If to OPB: Governor’s Office of Planning and Budget
2 Capitol Square SW
Atlanta, Georgia 30334
cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence,

and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.

2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. §

200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules

approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available, up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the

grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction	XXXXX	Advance Amount	XXXXX	Total Amount	XXXXXX
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9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name:
Title:
Email:
Phone Number:

2. Authorized User Two (Optional)

Name:
Title:
Email:
Phone Number:

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

Exhibit A

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

Exhibit A

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

Exhibit A

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: _____
(Authorized Representative of Grantee)

Signature: _____

Title: _____

Date: _____

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, _____ (Print Name), am the _____ (Title) of _____ (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: _____
(Authorized Representative of Grantee)

Signature: _____

Title: _____

Date: _____

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Exhibit A – Grantee Assurances

_____ Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

_____ Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: _____
(Authorized Representative of Grantee)

Signature: _____

Title: _____

Date: _____

By: _____
(Authorized Representative of Grantee)

Signature: _____

Title: _____

Date: _____

SIGNATURE PAGE

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/17/2020

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: September 1, 2020 Council Meeting**
Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D). **Ward Number: Four.** Tax Parcel Number(s): 08-030-000-102 (Part). **Request: Right-of-way.**

Meeting Date: 8/27/2020

Purpose of Request:

To provide an overview of the following annexation/zoning request as presented at the August 11, 2020 Planning and Appeals Board Meeting:

The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) in order to correct a city limits boundary line issue that was discovered after the Mundy Mill subdivision was developed. The property is located on the right side of the existing entrance to the Mundy Mill subdivision at the intersection of Millside Parkway and Mundy Mill Road. The property includes a portion of an existing right-turn lane into the subdivision. There are no proposed changes to the right-of-way property.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

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

SAMPLE MOTIONS

Approval of Ordinance 2020- :

I move to approve the ordinance to annex the subject property for right-of-way as presented.

Approval of Ordinance 2020- :

I move to approve the ordinance to establish zoning as Planned Unit Development (P-U-D) for the subject property with thirty conditions as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
	Legal Ad	Legal Ad
	PAB Recommendation Memo	Report
	Proposed Annexation Ordinance	Ordinance
	Proposed Zoning Ordinance	Ordinance
	Location Maps	Backup Material
	Narrative	Backup Material
	Plat	Backup Material
	Oakwood Deannexation Application	Backup Material
	Hall County Resolution	Backup Material

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

**Publish Saturday, July 25, 2020
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, August 11, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Joseph Spagnuolo** to vary the front yard setback requirement on a 1.49± acres tract located on the southeast side of East Lake Drive across from its intersection with Chattahoochee Trace (a/k/a **825 East Lake Drive, NW**), having a zoning classification of Residential-I-A (R-I-A).
Ward Number: One
Tax Parcel Number(s): 01-107-001-123
Request: Two single-family homes
- 2) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 3) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 4) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, September 1, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 2) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 3) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

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

MEMORANDUM

TO: Mayor and City Council

FROM: Gainesville Planning and Appeals Board

DATE: August 11, 2020

SUBJECT: Request from Darrell W. Wiley to annex a 0.16± acre tract and to establish zoning as Planned Unit Development (P-U-D).

The applicant is proposing to annex the subject 0.16± acre tract with a zoning of Planned Unit Development (P-U-D). The purpose of the request is to correct a city limits boundary line issue that was discovered after the Mundy Mill subdivision was developed. The small tract of land is located on the right side of the existing entrance to the Mundy Mill subdivision at the intersection of Millside Parkway and Mundy Mill Road. The property includes a portion of an existing right-turn lane into the subdivision. There is no change in use proposed.

The Planning Division staff is recommending **conditional approval** of the request with the same 30 original zoning conditions from Ordinance 2010-13 that are part of the Mundy Mill subdivision.

Conditions

Transportation/Traffic

1. All road improvements associated within the scope of the proposed development shall be at the full expense of the developer(s). The scope of the development shall be defined as those roads/intersections directly within, adjacent to, and within 1,500 feet of the subject property as studied within the Traffic Impact Study (TIS) submitted with this application. These road improvements are to include additional signalization, turn lanes, widening of roads, striping, and signage as stated in the TIS. This may include all or portions of Mundy Mill Road, Meeks Road, Fairbanks Drive, Old Oakwood Road, Old Flowery Branch Road, and Mountain View Road. The cost of the required road improvements shall be prorated based on developed property values of the residential, commercial, retail, office and industrial properties.
2. The developer(s) shall work with the Georgia Department of Transportation, Hall County Traffic Engineering, the City of Oakwood, and the City of Gainesville Public Works Department to ensure that these improvements are performed in a timely manner so as to not conflict with any of the existing or planned road projects that are scheduled to take place outside the scope of the proposed development.
3. All sign locations, access point (new and existing) designations for *new* roads, sight distances, and sight triangles shall be reviewed and clarified, in the beginning stages of plans and submittals with GaDOT and the Public Works Director so as to limit the number of access points in that area.

4. A signal warrant study will be required for the major intersections of internal streets within the development. If a signal light is warranted at a specific intersection, such installation shall be completed at the expense of the developer(s) and shall meet all specifications as determined by the Public Works Department. A signal light shall not be installed until traffic volumes actually meet the levels as determined by the warrant study.
5. The developer(s) shall meet with Public Works prior to initiating the final civil design to discuss a traffic calming plan. A traffic calming plan consisting of tools such as landscaped traffic circles at intersections, raised crosswalks, landscaped center medians, chicanes, or other measures that aid in keeping the average speed on residential streets approximately 25 mph or below shall be prepared and approved by Public Works. Specific measures in the approved plan shall be constructed at the same time the streets are constructed.
6. All roads dedicated to the City of Gainesville shall meet City specifications, and all private roads shall be constructed with materials that meet City specifications.
7. All interpretations relating to transportation and/or traffic improvement conditions shall be subject to approval of the Gainesville Public Works Director.
8. The new four lane parkway as reflected on the site plan shall be constructed and designed so as to allow a connection to the Tumbling Creek Connector across Old Oakwood Road.

Development Standards

9. Sidewalks shall be required along both sides of the streets within the development and shall be a minimum of four feet (4') wide along streets classified as residential streets and six feet (6') wide along collector streets and streets in the commercial zones. Alternatively, sidewalks shall be permitted along one side of the street in parkway areas at a minimum width of eight feet (8') and a minimum of five feet (5') along roads classified as residential streets.
10. All proposed single-family lots within the development shall only be allowed to access new interior roads within the subdivision. Direct access shall not be allowed onto roads that existed prior to this development.
11. Access to all service areas adjacent to single-family detached homes, including dumpster pads, shall be limited to the hours of between 9:00 a.m. and 6:00 p.m., unless an emergency situation warrants access to these areas.
12. Upon completion of the development, no outside storage of any materials shall be allowed. No storage of hazardous chemicals, as listed in the Standard Fire Code, shall be permitted.
13. Outdoor lighting used in this development; be it for recreational, security or general purposes, shall be of non-spill design and placed in a manner so as to minimize direct visibility by adjoining or adjacent properties.
14. The proposed residential, office, commercial, and accessory structures shall be similar in scale and architecture to the elevation drawings and pictures as submitted with the application.

15. The subject property shall be developed substantially in accordance with the Site plan with minor engineering deviations excepted. All site plan, architectural renderings, pedestrian/trail access plan, and traffic impact studies shall become a part of the annexation, zoning and rezoning ordinances.

16. The number of *single-family detached homes* shall not exceed 1,148 units and shall contain a minimum of 1,500 square feet of heated space. Front facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The remaining three facades shall consist of these materials or cementeous siding such as hardiplank. Single-family lots shall be no less than 6,000 square feet in size, with 60 feet of lot width at the building setback line and minimum lot width at right-of-way line of 20 feet, with the exception of Pod M of the concept plan which shall have a minimum lot width at the building setback line reduced to 50-feet.

Pod L of the concept plan dated 10/06/04 shall be the highest-end product proposed by the developer and shall contain a minimum of 1,800 square feet of heated space. Single-family lots shall be no less than 6,000 square feet in size, with 60 feet of lot width at the building setback line, and minimum lot width at right-of-way line of 20 feet. Front and side facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The rear facade may consist of these materials or cementeous siding such as hardiplank.

Each home within all single-family residential detached pods will have an attached garage for at least two cars. The front yard of each lot shall be sodded and planted with at least one hardwood tree. Monument signage shall be used for the entrance to any detached single-family residential pod as per the attached site plan, and each entrance shall have plantings or other architectural accents.

17. The number of attached *single-family condominiums* or fee simple townhomes shall not exceed 775 total units. The minimum unit/lot width shall be 16 feet, and each unit shall contain a minimum of 1,200 feet of heated space. Building separations shall be as reflected on the site plan, and private drives built to City specs will be used within these communities. Front and side facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The rear facade may consist of these materials or cementeous siding such as hardiplank. No fewer than three or more than ten units shall exist within one continuous structure, and front facades will be staggered. All single-family condominiums shall contain one car garages. Monument signage shall be used for the entrance to any attached single-family residential pod as per the sign plan.

18. The number of *apartment units* shall not exceed 460 units. Height shall not exceed three stories, although $\frac{3}{4}$ splits will be allowed. Each unit will contain a minimum of 750 square feet. Each unit shall have at least 1.75 parking spaces. Minimum building separations shall be as depicted on the site plan. Signage shall be as per the attached sign plan.

19. The subject property may be developed for up to 806,000 square feet of traditional office, mid-rise office, and office warehouse space. Within the 806,000 square foot maximum, commercial and retail uses may be allowed within Pods B and N. At no such time shall the maximum allowed square footage within those pods exceed what is specified on the approved concept plan. This space may be developed for these

uses but sold in a condominium format. Height of such structures shall be limited to 3 stories from average finished grade. Parking spaces will be provided at a minimum ratio of 3.5 spaces per 1000 square feet of useable office space. Monument signage shall be required in any office pod as per Exhibit B, and lights shall be shielded and angled so as to minimize glare onto adjacent properties. Minimum setbacks shall be as per the site plan, but there shall be no minimum lot, lot width or lot frontage required.

20. The subject property may be developed for up to 885,000 square feet of commercial/retail space. The maximum height of any structure, excluding architectural accents; such as clocks, cupolas and bell towers; shall be 50 feet. Use of pitched roofs shall be encouraged. Minimum setbacks shall be as per the site plan, but there shall be no minimum lot, lot width or lot frontage required. Parking shall be provided at a minimum of four spaces per 1,000 square feet of space. Lights shall be shielded and angled so as to minimize glare onto adjacent properties, and dumpsters shall be screened. Under no circumstances shall the following uses be allowed: Pawn shops, adult entertainment, adult bookstores, extended-stay hotel, rooming house, or boarding house. Signage shall be as per the attached sign plan.
21. Architectural treatment shall be of consistent design throughout the community and as per the renderings.
22. A minimum of 100 acres shall be maintained as green space, with passive recreation and trails as per the plan. Sidewalks shall connect the residential and non-residential components of this community.
23. A Mandatory Property Owners Association will be created for the single-family detached community to insure that these conditions are observed during development and in terms of architectural consistency thereafter. Separate mandatory associations will be set up for the single-family detached and single-family attached products to own and manage open space, common areas, and architectural controls. Open space elsewhere in the project shall be maintained as common area by the overall Property Owner's Association, or by a separate Association within whose boundaries the common area is located. Maintenance of the amenities package set forth on the site plan shall be the responsibility of the owners of single-family detached homes. However, at the option of those residents, memberships may be extended to other Mundy Mill residents for a fee to cover maintenance. Amenities packages also may be established in the individual townhome or apartment pods, but shall be the responsibility of the owners of land therein.

Buffers

24. A 100 foot wide buffer shall be provided against Balus Creek and all other blue-line streams. The first 50 feet of the buffer shall be measured from the top of the creek bank and shall be undisturbed. The remaining 50 feet of the buffer, if disturbed, shall be stabilized and replanted with vegetation subject to Planning Department approval.
25. A 25 foot minimum perimeter buffer will be created and infilled as necessary with plant material. However, this buffer will not be required along any Mundy Mill Road frontages. Landscaped buffers of at least 25 feet are also required along any road frontages.

26. Landscaped buffers of at least 25 feet also shall separate any non-residential pod or existing non-residential use from a residential pod. The buffer shall be subject to Planning Department approval.
27. All proposed detention ponds shall be sufficiently fenced and buffered from view from all roads and adjacent properties. All buffer materials shall be approved by the Planning Department.

Gainesville City Board of Education

28. As agreed to by the owner/developer, the 17.0 acre tract of land identified on the plat/site plan attached as Exhibit A shall be reserved for use as an elementary school site. At that time (or earlier at the owner/developer's discretion), and presupposing the School Board still wants the property for an elementary school, the owner/developer shall promptly convey to it, without charge. In the event the School Board does not secure a building permit and begin construction of an elementary school before December 31, 2012, then the developer shall retain all rights to develop of the entire 17.0 acres tract as per the original terms of zoning approval except for this condition, and the School Board shall promptly convey marketable title to the property back to the owner/developer at no charge. Additionally, if no elementary school is actually constructed on this site by December 31, 2013, then the School Board shall return marketable title to the property to the developer without charge. The conveyance documents executed by the owner/developer to the School Board will contain these terms and requirements. This agreement to reserve the 17.0 acres tract shall not prohibit the owner/developer from including it in any plat it may prepare for its development of a single-family residential pod and also will allow the owner/developer to put on it any necessary utility or other storm water easements which may be required for the development as a whole, provided such improvements do not materially affect the Board's ability to use the site for a school. This agreement also shall not prohibit the owner/developer from earlier transferring the 17.0 acres site to the City to be held for the School Board, subject to the requirements of this paragraph. Finally, but for utility/drainage easements or right-of-way dedicated as part of the road system in or along the frontages of the Mundy Mill development, the owner/developer shall not be required to dedicate or give to the City of Gainesville any additional property incidental to this development. However, if the School Board fails to acquire this property, then the owner/developer shall convey three acres of land to the City for a public safety use.

Notwithstanding any of the foregoing, if at such time as the School Board has acquired the 17.0 acres site and is ready to begin feasibility assessments, and if the State Board of Education should determine that the site is not then suitable for use as a school under the applicable state standards, then the Board of Education may sell the 17.0 acres tract and retain the proceeds for use in purchasing an alternative site. Provided, however, that once an arms length transaction for a fair market value purchase of the site has been secured by the School Board, the owner/developer shall have a right of first refusal to repurchase the tract at the exact same purchase price. Provided further, that the proceeds from such sale must be expended on a new school site within 60 days of closing, otherwise it shall be remitted instanter to the owner/developer.

The City notes that this condition may be imposed only because the owner/developer has agreed to it.

Quality Enhancement

29. In order to further enhance and assure the quality of development, the City expects the developer shall perform/provide the following:

- Detailed landscape plan for parkway, subject to approval by the Department of Planning and Development.
- Reconstruction of Mundy Mill as focal point for community, subject to approval of the Georgia Department of Transportation.
- A minimum of two amenity locations shall be provided for the entire development of the detached single-family residential pods. At minimum the amenity sites shall include a pool house, swimming pool and playground.
- Sidewalks and streetlights throughout community.
- All products within the development shall contain exterior construction materials limitation; must use brick, masonry stucco, stacked stone, cedar shake, or hardiplank.
- Open space - 18%.
- Pedestrian trail plan (3.5± miles) connecting entire community.
- Parkway plan sidewalk width sufficient to create a bicycle lane.
- Every single-family home built on the subject property shall contain ceramic tiled bathroom floors.
- Every single-family home shall be built to accommodate at least one fireplace.
- No vinyl siding on any product within development excluding soffit areas.
- Each pod of townhouses and apartments will have its own amenities package.
- All underground utilities.
- Uniform mailboxes will be provided for each detached single-family residential pod. Uniform street signs will be provided throughout the development.

30. Along Balus Creek, the developer shall reserve for the City, by way of easement, a ten foot strip of land for use as a bicycle path. At such time as the City or County constructs an element of its bike path system to which this easement might connect, the City and/or County, at its/their expense, may pave this strip. No development shall occur on the property which would interfere with the eventual construction of this path by the appropriate governmental entity, except for the boulevard which will cross the creek.

Excerpts from the August 11, 2020 PAB Meeting Minutes

Applicant Presentation: Darrell Wiley, 1180 Springdale Road, asked the Board to approve the request to correct a mistake from many years ago.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the annexation request and to establish zoning as Planned Unit Development (P-U-D) with the same 30 original zoning conditions from Ordinance 2010-13 that are part of the Mundy Mill subdivision.

Motion made by Board Member Martin
Motion seconded by Board Member Simmons
Vote – 6 favor, 1 absent (Delgado)

Passed: _____

AN ORDINANCE

No. 2020-

AN ORDINANCE ANNEXING A 0.16± ACRE TRACT LOCATED ON THE NORTHEAST SIDE OF THE INTERSECTION OF MUNDY MILL ROAD AND MILLSIDE PARKWAY (A/K/A 0 MUNDY MILL ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

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

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

SECTION I.

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

Legal Description

All that tract or parcel of land lying and being in Land Lots 30 & 43, 8th Land District, City of Gainesville, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Millside Development, LLC, Plat dated October 12th, 2017, last revised November 6th, 2028 and being more particularly described as follows:

Commencing at a PK Nail set at the centerline intersection of State Route No. 53 (Mundy Mill Road) (varying width r/w) & Millside Parkway, located at Georgia State Plane Coordinate Northing 1543754.25, Easting 2382787.18, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 06 degrees 21 minutes 19 seconds West for a distance of 136.59 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence South 42 degrees 12 minutes 26 seconds East for a distance of 130.10 feet to a point, and said point being the TRUE POINT OF BEGINNING.

ORDINANCE NO. 2020-

Thence North 47 degrees 51 minutes 19 seconds East for a distance of 59.06 feet to a point; Thence along a curve to the right having a radius of 275.00 feet and an arc length of 140.55 feet, being subtended by a chord of North 62 degrees 25 minutes 50 seconds East for a distance of 139.03 feet to a point; Thence North 78 degrees 27 minutes 49 seconds East for a distance of 10.69 feet to a point; Thence South 47 degrees 42 minutes 00 seconds West for a distance of 152.85 feet to a point; Thence along a curve to the left having a radius of 50.00 feet and an arc length of 78.46 feet, being subtended by a chord of South 02 degrees 44 minutes 47 seconds West for a distance of 70.65 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence North 42 degrees 12 minutes 26 seconds West for a distance of 90.90 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.16 acres more or less.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

ORDINANCE NO. 2020-

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2020-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.16± ACRE TRACT LOCATED ON THE NORTHEAST SIDE OF THE INTERSECTION OF MUNDY MILL ROAD AND MILLSIDE PARKWAY (A/K/A 0 MUNDY MILL ROAD) AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

Conditions

Transportation/Traffic

- 1. All road improvements associated within the scope of the proposed development shall be at the full expense of the developer(s). The scope of the development shall be defined as those roads/intersections directly within, adjacent to, and within 1,500 feet of the subject property as studied within the Traffic Impact Study (TIS) submitted with this application. These road improvements are to include additional signalization, turn lanes, widening of roads, striping, and signage as stated in the TIS. This may include all or portions of Mundy Mill Road, Meeks Road, Fairbanks Drive, Old Oakwood Road, Old Flowery Branch Road, and Mountain View Road. The cost of the required road improvements shall be prorated based on developed property values of the residential, commercial, retail, office and industrial properties.**
- 2. The developer(s) shall work with the Georgia Department of Transportation, Hall County Traffic Engineering, the City of Oakwood, and the City of Gainesville Public Works Department to ensure that these improvements are performed in a timely manner so as to not conflict with any of the existing or planned road projects that are scheduled to take place outside the scope of the proposed development.**
- 3. All sign locations, access point (new and existing) designations for *new* roads, sight distances, and sight triangles shall be reviewed and clarified, in the beginning stages of plans and submittals with GaDOT and the Public Works Director so as to limit the number of access points in that area.**

ORDINANCE NO. 2020-

- 4. A signal warrant study will be required for the major intersections of internal streets within the development. If a signal light is warranted at a specific intersection, such installation shall be completed at the expense of the developer(s) and shall meet all specifications as determined by the Public Works Department. A signal light shall not be installed until traffic volumes actually meet the levels as determined by the warrant study.**
- 5. The developer(s) shall meet with Public Works prior to initiating the final civil design to discuss a traffic calming plan. A traffic calming plan consisting of tools such as landscaped traffic circles at intersections, raised crosswalks, landscaped center medians, chicanes, or other measures that aid in keeping the average speed on residential streets approximately 25 mph or below shall be prepared and approved by Public Works. Specific measures in the approved plan shall be constructed at the same time the streets are constructed.**
- 6. All roads dedicated to the City of Gainesville shall meet City specifications, and all private roads shall be constructed with materials that meet City specifications.**
- 7. All interpretations relating to transportation and/or traffic improvement conditions shall be subject to approval of the Gainesville Public Works Director.**
- 8. The new four lane parkway as reflected on the site plan shall be constructed and designed so as to allow a connection to the Tumbling Creek Connector across Old Oakwood Road.**

Development Standards

- 9. Sidewalks shall be required along both sides of the streets within the development and shall be a minimum of four feet (4') wide along streets classified as residential streets and six feet (6') wide along collector streets and streets in the commercial zones. Alternatively, sidewalks shall be permitted along one side of the street in parkway areas at a minimum width of eight feet (8') and a minimum of five feet (5') along roads classified as residential streets.**
- 10. All proposed single-family lots within the development shall only be allowed to access new interior roads within the subdivision. Direct access shall not be allowed onto roads that existed prior to this development.**
- 11. Access to all service areas adjacent to single-family detached homes, including dumpster pads, shall be limited to the hours of between 9:00 a.m. and 6:00 p.m., unless an emergency situation warrants access to these areas.**
- 12. Upon completion of the development, no outside storage of any materials shall be allowed. No storage of hazardous chemicals, as listed in the Standard Fire Code, shall be permitted.**
- 13. Outdoor lighting used in this development; be it for recreational, security or general purposes, shall be of non-spill design and placed in a manner so as to minimize direct visibility by adjoining or adjacent properties.**
- 14. The proposed residential, office, commercial, and accessory structures shall be similar in scale and architecture to the elevation drawings and pictures as submitted with the application.**
- 15. The subject property shall be developed substantially in accordance with the Site plan with minor engineering deviations excepted. All site plan, architectural renderings, pedestrian/trail access plan, and traffic impact studies shall become a part of the annexation, zoning and rezoning ordinances.**

16. The number of *single-family detached homes* shall not exceed 1,148 units and shall contain a minimum of 1,500 square feet of heated space. Front facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The remaining three facades shall consist of these materials or cementeous siding such as hardiplank. Single-family lots shall be no less than 6,000 square feet in size, with 60 feet of lot width at the building setback line and minimum lot width at right-of-way line of 20 feet, with the exception of Pod M of the concept plan which shall have a minimum lot width at the building setback line reduced to 50-feet.

Pod L of the concept plan dated 10/06/04 shall be the highest-end product proposed by the developer and shall contain a minimum of 1,800 square feet of heated space. Single-family lots shall be no less than 6,000 square feet in size, with 60 feet of lot width at the building setback line, and minimum lot width at right-of-way line of 20 feet. Front and side facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The rear facade may consist of these materials or cementeous siding such as hardiplank.

Each home within all single-family residential detached pods will have an attached garage for at least two cars. The front yard of each lot shall be sodded and planted with at least one hardwood tree. Monument signage shall be used for the entrance to any detached single-family residential pod as per the attached site plan, and each entrance shall have plantings or other architectural accents.

17. The number of attached *single-family condominiums* or fee simple townhomes shall not exceed 775 total units. The minimum unit/lot width shall be 16 feet, and each unit shall contain a minimum of 1,200 feet of heated space. Building separations shall be as reflected on the site plan, and private drives built to City specs will be used within these communities. Front and side facades shall consist of masonry, stacked stone, cedar shake or stucco, architectural accents excluded. The rear facade may consist of these materials or cementeous siding such as hardiplank. No fewer than three or more than ten units shall exist within one continuous structure, and front facades will be staggered. All single-family condominiums shall contain one car garages. Monument signage shall be used for the entrance to any attached single-family residential pod as per the sign plan.
18. The number of *apartment units* shall not exceed 460 units. Height shall not exceed three stories, although $\frac{3}{4}$ splits will be allowed. Each unit will contain a minimum of 750 square feet. Each unit shall have at least 1.75 parking spaces. Minimum building separations shall be as depicted on the site plan. Signage shall be as per the attached sign plan.
19. The subject property may be developed for up to 806,000 square feet of traditional office, mid-rise office, and office warehouse space. Within the 806,000 square foot maximum, commercial and retail uses may be allowed within Pods B and N. At no such time shall the maximum allowed square footage within those pods exceed what is specified on the approved concept plan. This space may be developed for these uses but sold in a condominium format. Height of such structures shall be limited to 3 stories from average finished grade. Parking spaces will be provided at a minimum ratio of 3.5 spaces per 1000 square feet of useable office space. Monument signage shall be required in any office pod as per Exhibit B, and lights shall be shielded and angled so as to minimize glare onto adjacent properties. Minimum setbacks shall be as per the site plan, but there shall be no minimum lot, lot width or lot frontage required.
20. The subject property may be developed for up to 885,000 square feet of commercial/retail space. The maximum height of any structure, excluding

ORDINANCE NO. 2020-

architectural accents; such as clocks, cupolas and bell towers; shall be 50 feet. Use of pitched roofs shall be encouraged. Minimum setbacks shall be as per the site plan, but there shall be no minimum lot, lot width or lot frontage required. Parking shall be provided at a minimum of four spaces per 1,000 square feet of space. Lights shall be shielded and angled so as to minimize glare onto adjacent properties, and dumpsters shall be screened. Under no circumstances shall the following uses be allowed: Pawn shops, adult entertainment, adult bookstores, extended-stay hotel, rooming house, or boarding house. Signage shall be as per the attached sign plan.

21. Architectural treatment shall be of consistent design throughout the community and as per the renderings.
22. A minimum of 100 acres shall be maintained as green space, with passive recreation and trails as per the plan. Sidewalks shall connect the residential and non-residential components of this community.
23. A Mandatory Property Owners Association will be created for the single-family detached community to insure that these conditions are observed during development and in terms of architectural consistency thereafter. Separate mandatory associations will be set up for the single-family detached and single-family attached products to own and manage open space, common areas, and architectural controls. Open space elsewhere in the project shall be maintained as common area by the overall Property Owner's Association, or by a separate Association within whose boundaries the common area is located. Maintenance of the amenities package set forth on the site plan shall be the responsibility of the owners of single-family detached homes. However, at the option of those residents, memberships may be extended to other Mundy Mill residents for a fee to cover maintenance. Amenities packages also may be established in the individual townhome or apartment pods, but shall be the responsibility of the owners of land therein.

Buffers

24. A 100 foot wide buffer shall be provided against Balus Creek and all other blue-line streams. The first 50 feet of the buffer shall be measured from the top of the creek bank and shall be undisturbed. The remaining 50 feet of the buffer, if disturbed, shall be stabilized and replanted with vegetation subject to Planning Department approval.
25. A 25 foot minimum perimeter buffer will be created and infilled as necessary with plant material. However, this buffer will not be required along any Mundy Mill Road frontages. Landscaped buffers of at least 25 feet are also required along any road frontages.
26. Landscaped buffers of at least 25 feet also shall separate any non-residential pod or existing non-residential use from a residential pod. The buffer shall be subject to Planning Department approval.
27. All proposed detention ponds shall be sufficiently fenced and buffered from view from all roads and adjacent properties. All buffer materials shall be approved by the Planning Department.

Gainesville City Board of Education

28. As agreed to by the owner/developer, the 17.0 acre tract of land identified on the plat/site plan attached as Exhibit A shall be reserved for use as an elementary school site. At that time (or earlier at the owner/developer's discretion), and presupposing the School Board still wants the property for an elementary school, the owner/developer shall promptly convey to it, without charge. In the event the School Board does not secure a building permit and begin construction of an elementary school before December 31, 2012, then the developer shall retain all rights to develop

ORDINANCE NO. 2020-

of the entire 17.0 acres tract as per the original terms of zoning approval except for this condition, and the School Board shall promptly convey marketable title to the property back to the owner/developer at no charge. Additionally, if no elementary school is actually constructed on this site by December 31, 2013, then the School Board shall return marketable title to the property to the developer without charge. The conveyance documents executed by the owner/developer to the School Board will contain these terms and requirements. This agreement to reserve the 17.0 acres tract shall not prohibit the owner/developer from including it in any plat it may prepare for its development of a single-family residential pod and also will allow the owner/developer to put on it any necessary utility or other storm water easements which may be required for the development as a whole, provided such improvements do not materially affect the Board's ability to use the site for a school. This agreement also shall not prohibit the owner/developer from earlier transferring the 17.0 acres site to the City to be held for the School Board, subject to the requirements of this paragraph. Finally, but for utility/drainage easements or right-of-way dedicated as part of the road system in or along the frontages of the Mundy Mill development, the owner/developer shall not be required to dedicate or give to the City of Gainesville any additional property incidental to this development. However, if the School Board fails to acquire this property, then the owner/developer shall convey three acres of land to the City for a public safety use.

Notwithstanding any of the foregoing, if at such time as the School Board has acquired the 17.0 acres site and is ready to begin feasibility assessments, and if the State Board of Education should determine that the site is not then suitable for use as a school under the applicable state standards, then the Board of Education may sell the 17.0 acres tract and retain the proceeds for use in purchasing an alternative site. Provided, however, that once an arms length transaction for a fair market value purchase of the site has been secured by the School Board, the owner/developer shall have a right of first refusal to repurchase the tract at the exact same purchase price. Provided further, that the proceeds from such sale must be expended on a new school site within 60 days of closing, otherwise it shall be remitted instanter to the owner/developer.

The City notes that this condition may be imposed only because the owner/developer has agreed to it.

Quality Enhancement

29. In order to further enhance and assure the quality of development, the City expects the developer shall perform/provide the following:
- Detailed landscape plan for parkway, subject to approval by the Department of Planning and Development.
 - Reconstruction of Mundy Mill as focal point for community, subject to approval of the Georgia Department of Transportation.
 - A minimum of two amenity locations shall be provided for the entire development of the detached single-family residential pods. At minimum the amenity sites shall include a pool house, swimming pool and playground.
 - Sidewalks and streetlights throughout community.
 - All products within the development shall contain exterior construction materials limitation; must use brick, masonry stucco, stacked stone, cedar shake, or hardiplank.
 - Open space - 18%.

ORDINANCE NO. 2020-

- Pedestrian trail plan (3.5± miles) connecting entire community.
 - Parkway plan sidewalk width sufficient to create a bicycle lane.
 - Every single-family home built on the subject property shall contain ceramic tiled bathroom floors.
 - Every single-family home shall be built to accommodate at least one fireplace.
 - No vinyl siding on any product within development excluding soffit areas.
 - Each pod of townhouses and apartments will have its own amenities package.
 - All underground utilities.
 - Uniform mailboxes will be provided for each detached single-family residential pod. Uniform street signs will be provided throughout the development.
30. Along Balus Creek, the developer shall reserve for the City, by way of easement, a ten foot strip of land for use as a bicycle path. At such time as the City or County constructs an element of its bike path system to which this easement might connect, the City and/or County, at its/their expense, may pave this strip. No development shall occur on the property which would interfere with the eventual construction of this path by the appropriate governmental entity, except for the boulevard which will cross the creek.

Legal Description

All that tract or parcel of land lying and being in Land Lots 30 & 43, 8th Land District, City of Gainesville, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Millside Development, LLC, Plat dated October 12th, 2017, last revised November 6th, 2028 and being more particularly described as follows:

Commencing at a PK Nail set at the centerline intersection of State Route No. 53 (Mundy Mill Road) (varying width r/w) & Millside Parkway, located at Georgia State Plane Coordinate Northing 1543754.25, Easting 2382787.18, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 06 degrees 21 minutes 19 seconds West for a distance of 136.59 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence South 42 degrees 12 minutes 26 seconds East for a distance of 130.10 feet to a point, and said point being the TRUE POINT OF BEGINNING.

Thence North 47 degrees 51 minutes 19 seconds East for a distance of 59.06 feet to a point; Thence along a curve to the right having a radius of 275.00 feet and an arc length of 140.55 feet, being subtended by a chord of North 62 degrees 25 minutes 50 seconds East for a distance of 139.03 feet to a point; Thence North 78 degrees 27 minutes 49 seconds East for a distance of 10.69 feet to a point; Thence South 47 degrees 42 minutes 00 seconds West for a distance of 152.85 feet to a point; Thence along a curve to the left having a radius of 50.00 feet and an arc length of 78.46 feet, being subtended by a chord of South 02 degrees 44 minutes 47 seconds West for a distance of 70.65 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence North 42 degrees 12 minutes 26 seconds West for a distance of 90.90 feet to a point and said point being the POINT OF BEGINNING.

ORDINANCE NO. 2020-

Said property contains 0.16 acres more or less.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

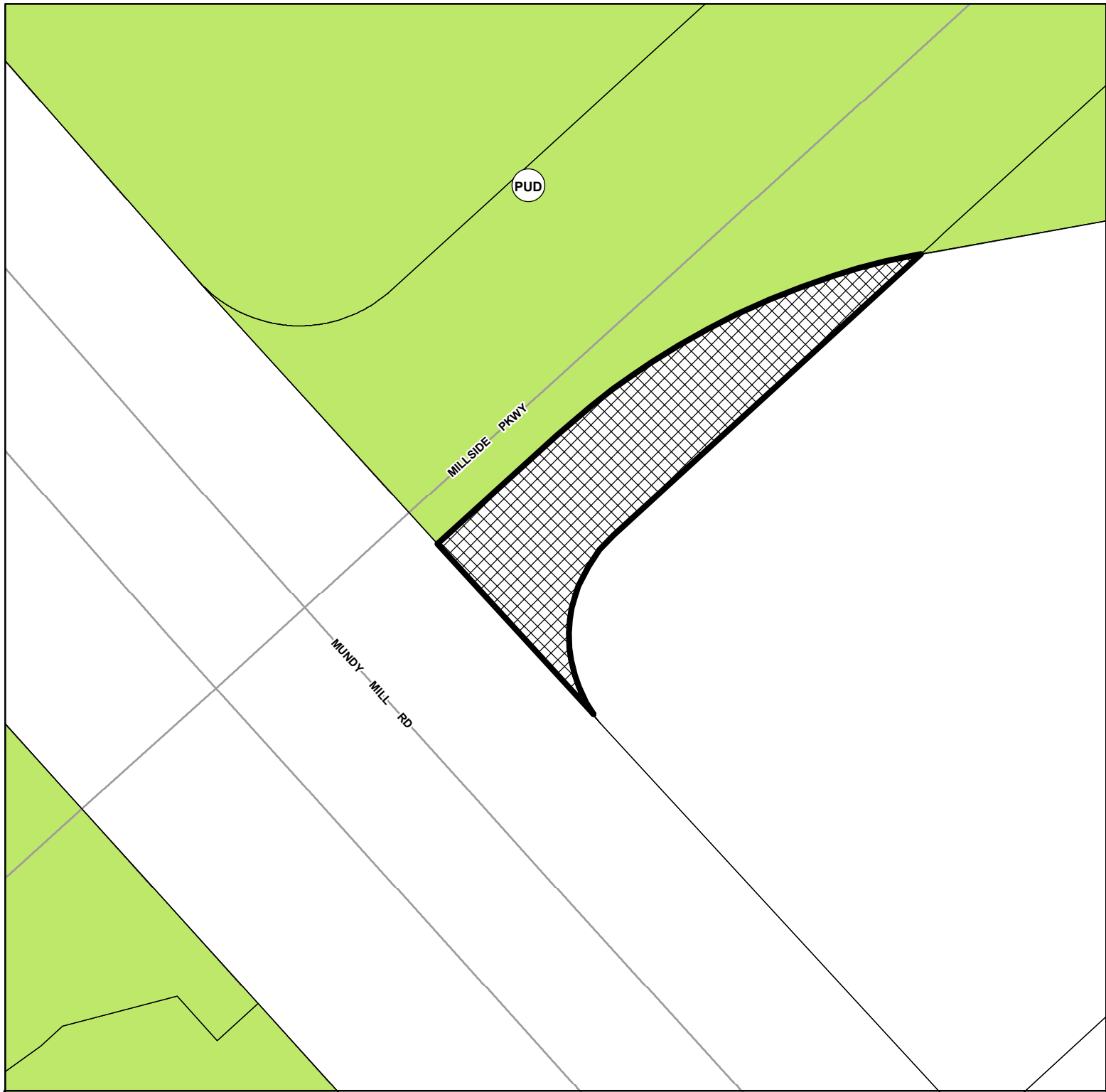
The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

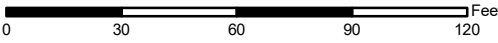
C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk



Applicant: DARRELL W. WILEY		 Subject Property	
ANNEXATION REQUEST			
Request: Annex 0.16+/- acre for right-of-way		 1" = 50'	
Subject Property Address: 0 Mundy Mill Road	Tax Parcel: 08-030-000-102 (Part)		
Meeting Date: 08/11/2020 Map Prepared: 07/20/2020		 CITY OF GAINESVILLE COMMUNITY AND ECONOMIC DEVELOPMENT  Page 68 of 157	



Hall County GIS

Applicant:

DARRELL W. WILEY

ANNEXATION REQUEST

Request:

Annex 0.16+/- acre for right-of-way

Subject Property Address:

0 Mundy Mill Road

Tax Parcel:

08-030-000-102 (Part)

Meeting Date: 08/11/2020

Map Prepared: 07/20/2020



Subject Property

Aerial from 2018

0 30 60 90 120 Feet



1" = 50'



CITY OF
GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT



CITY OF GAINESVILLE
APPLICATION FOR ANNEXATION
May 26, 2020

Applicant: Mundy Mill Association, Inc.

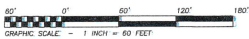
Mundy Mill Association, Inc. respectfully requests the City of Gainesville annex, with a zoning of Planned Unit Development (P-U-D), Parcel B into its city limits. This 0.16 acre tract is located at the intersection of Millside Parkway and Mundy Mill Road. Application for de-annexation of the parcel from City of Oakwood was submitted on May 6, 2020. Mundy Mill Association, Inc. agrees to dedicate the property to City of Gainesville and requests no compensation.

Background:

In 1992, owners of adjoining properties on Mundy Mill Road signed permanent easements providing that either property owner could, at some point, construct a new road centered on the line dividing their respective properties. The developer/owner of the property west of the line, constructed the entrance of the road known as Millside Parkway on the property line, using land owned by both property owners as required in the permanent easements. However, the developer re-routed the remaining portion of the road to the west of the property line, effectively blocking access to the road by the property owner to the east.

The development went into bankruptcy sometime during the 2008 recession and was purchased by Butler Property, LLC in 2012. In 2018 Butler Property, LLC and Mundy Mill Center, LLC began discussing options for resolving the issue. In April 2020, an agreement was reached. Butler Property agreed to allow access to Millside Parkway via an extension of Continental Drive from its current cul-de-sac, to the second median break. Access is contingent upon Mundy Mill Association, Inc./Mundy Mill Center, LLC applying for and receiving de-annexation of Parcel B from Oakwood and dedication of the tract to Gainesville.

THIS BLOCK IS RESERVED FOR THE CLERK
OF THE SUPERIOR COURT



CENTERLINE OF CREEK IS THE PROPERTY LINE:		
LINE	BEARING	DISTANCE
L1	S 02°03'54" E	34.92
L2	S 15°59'14" E	20.56
L3	S 66°27'19" W	18.12
L4	E 26°33'11" E	15.39
L5	S 16°54'40" E	20.43
L6	S 27°37'35" E	56.40
L7	S 05°14'46" E	22.71
L8	S 07°40'07" W	38.80
L9	S 30°39'37" E	31.24
L10	S 28°46'49" E	48.08
L11	S 05°05'05" E	45.48
L12	S 07°11'19" E	72.78
L13	S 16°28'56" E	56.07
L14	S 09°27'27" E	57.67
L15	S 22°50'35" E	20.62



PATTON
LAND SURVEYING
REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com
11-058.05.dwg

FINAL PLAT FOR:
MUNDY MILL CENTER, LLC
BEING A REPLAT OF A PORTION OF THE PLAT FOR
JOHNNIE C. WILEY & ARRIE MAE WILEY
(PLAT BOOK 866, PAGE 133 & 134)
- LOCATED IN -
THE CITY OF OAKWOOD
LAND LOTS 30 and 43, 8th LAND DISTRICT
HALL COUNTY, GEORGIA

REVISIONS	SCALE: 1" = 60'
	PLAT DATE: 05/09/2019
	SURVEY DATE: 05/07/2019
SHEET NUMBER:	2 of 2

eFiled & eRecorded
DATE: 5/24/2019
TIME: 10:11 AM
PLAT BOOK: 00877
PAGE: 00130
RECORDING FEE: 16.00
PARTICIPANT ID: 9576554652
CLERK: Charles Baker
Hall County, GA
NOTE: by ch 2 of 2

THIS BLOCK IS RESERVED FOR THE CLERK
OF THE SUPERIOR COURT

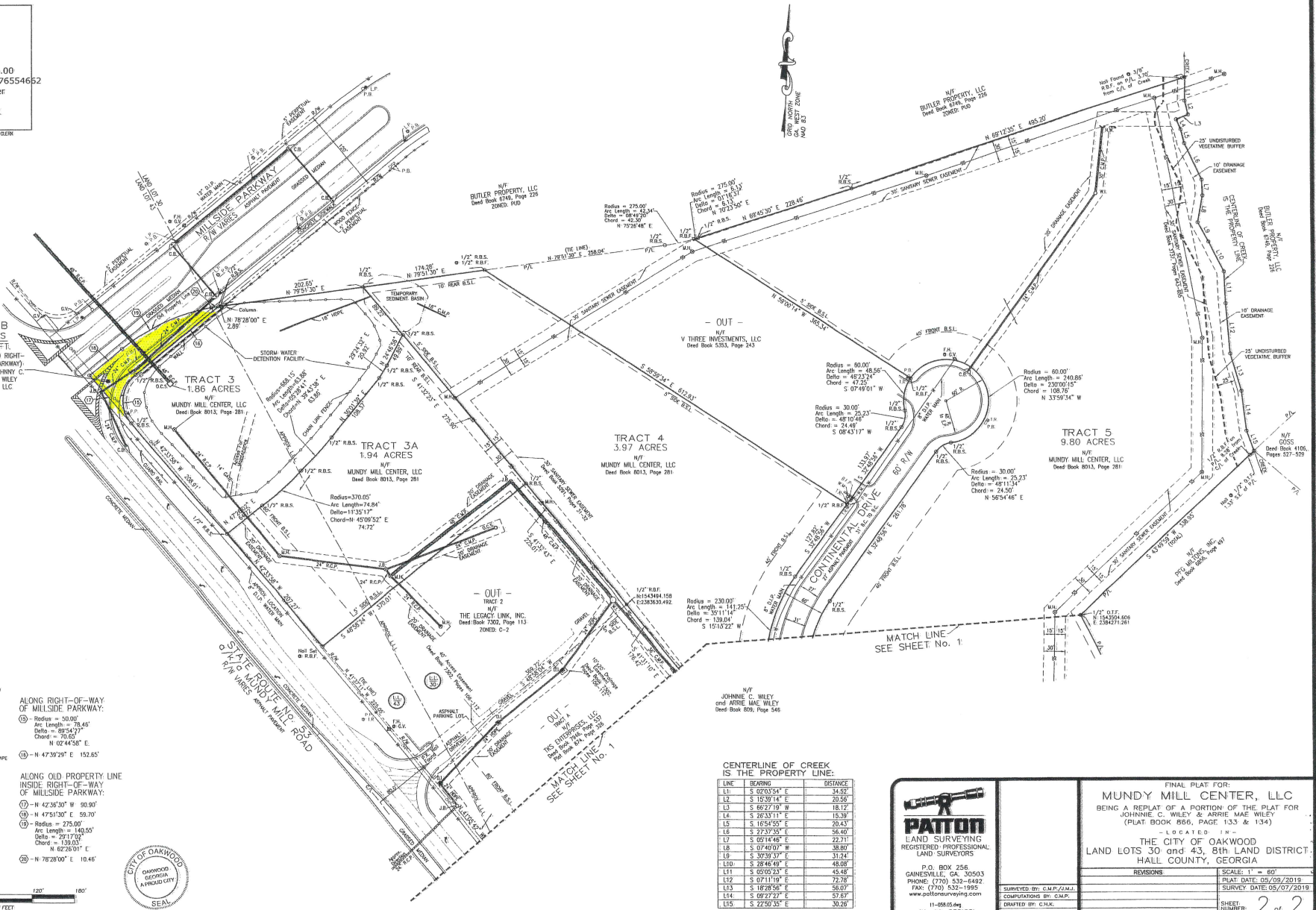
LEGEND:
R.F.P. - RAIL FINDER FOUND
C.T.P. - CRANED TOP PIN FOUND
R.B.F. - REMAINING PIN FOUND
O.B.F. - OPEN TOP FOUND
A.A.F. - ANGLE IRON FOUND
R.C.M. - CONCRETE MOUNTAIN FOUND
B.S.L. - BUILDING SETBACK LINE
R.C. - RAIL CROWN
C.L. - CENTER LINE
C.B. - CATCH BASIN
C.M.P. - CORRUGATED METAL PIPE
D.W. - DITCH WALL
D.P. - DITCH PILE
O.P. - OVERHEAD POWER LINE
F.H. - FIRE HYDRANT
G.W. - GUY WIRE
G.M. - GUY MOUNT
H.D. - HIGH DENSITY POLYETHYLENE PIPE
H.L. - HOLE
L.L. - LAND LOT LINE
M.L. - MARKER
N.P. - NOW OR FORMERLY
P.D. - POWER DISTRIBUTION BOX
P.L. - PROPERTY LINE
P.C. - POLYETHYLENE CHLORIDE PIPE
R.W. - RIGHT OF WAY
R.C.P. - REINFORCED CONCRETE PIPE
S.P. - SERVICE POLE
T.C. - TELEPHONE CABLE
T.P. - TELEPHONE POLE
T.W. - TELEPHONE WIRE
W.M. - WATER MAIN
W.L. - WATER LATER
W.V. - WATER VALVE
S.S. - SANITARY SEWER LINE
C. - CONTIGUOUS

**ALONG RIGHT-OF-WAY
INSIDE RIGHT-OF-WAY
OF MILLSIDE PARKWAY:**
⑬ - Radius = 50.00'
Arc Length = 78.44'
Delta = 89°54'27"
Chord = 70.63'
N 02°44'58" E

**ALONG OLD PROPERTY LINE
INSIDE RIGHT-OF-WAY
OF MILLSIDE PARKWAY:**
⑭ - N 42°36'30" W 90.90'
⑮ - N 47°51'30" E 59.70'
⑯ - Radius = 275.00'
Arc Length = 149.55'
Delta = 27°17'57"
Chord = 120.03'
N 02°26'01" E



GRAPHIC SCALE - 1" = 60 FEET



CENTERLINE OF CREEK
IS THE PROPERTY LINE:

LINE	BEARING	DISTANCE
L1	S 07°03'54" E	34.92'
L2	S 15°39'14" E	20.56'
L3	S 66°27'19" W	18.12'
L4	S 26°33'11" E	15.39'
L5	S 16°54'59" E	20.43'
L6	S 22°32'30" E	56.40'
L7	S 09°14'48" E	22.71'
L8	S 07°45'07" W	38.80'
L9	S 30°39'37" E	31.24'
L10	S 28°46'49" E	49.08'
L11	S 05°05'23" E	43.48'
L12	S 07°11'19" E	72.78'
L13	S 18°28'58" E	56.07'
L14	S 89°27'27" E	57.67'
L15	S 22°50'35" E	30.29'

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FAX: (770) 532-1995
www.pattonsurveying.com
11-050546
JN 11-050505

SURVEYED BY: C.M.P./M.J.L.
COMPUTATIONS BY: C.M.P.
DRAWN BY: C.M.P.
CHECKED BY: C.M.P.

FINAL PLAT FOR:
MUNDY MILL CENTER, LLC
BEING A REPLAT OF A PORTION OF THE PLAT FOR
JOHNNIE C. WILEY & ARRIE MAE WILEY
(PLAT BOOK 606, PAGE 133 & 134)
LOCATED IN -
THE CITY OF OAKWOOD
LAND LOTS 30 and 43, 8th LAND DISTRICT
HALL COUNTY, GEORGIA
REVISIONS: SCALE: 1" = 60'
PLAT DATE: 05/09/2019
SURVEY DATE: 05/07/2019
SHEET NUMBER: 2 of 2

(AREA INSIDE PROPOSED RIGHT-
OF-WAY OF MILLSIDE PARKWAY)
TO BE DEEDED FROM JOHNNY C.
WILEY AND ARRIE MAE WILEY
TO BUTLER PROPERTY, LLC

N/F
MUNDY MILL CENTER, LLC
Deed Book 8013, Page 281

N/F
MUNDY MILL CENTER, LLC
Deed Book 8013, Page 281

Page 74 of 157

H. Lamar Scroggs
Mayor

Stephen Hendrix
Council Member

Pat Jones
Council Member

Todd Wilson
Council Member

Dwight Wood
Council Member

Sheri Clark Millwood
Council Member

Donald T. Hunt
City Attorney

Mai Chang
City Clerk

B.R. White
City Manager

Post Office Box 99
4035 Walnut Circle
Oakwood, GA 30566
P. 770-534-2365
F. 770-297-3223

CityofOakwood.net

Certified Mail – Return Receipt Requested

May 22, 2020

City of Gainesville Planning and Zoning Department
300 Henry Ward Way, Suite 303
P.O. Box 2496
Gainesville, Ga 30501

Re: Application for De-Annexation
Mundy Mill Association, Inc.
Original Parcel Number 08030 000018 - ± .16 acres of 3.81 acres

To Whom It May Concern:

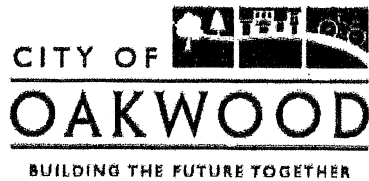
Please find attached a copy of the petition for de-annexation for the above-described parcel required as part of the City's notice obligations pursuant to O.C.G.A. Section 36-36-111. The City of Oakwood, Georgia, by the authority vested in the Mayor and the Council of the City of Oakwood, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider de-annexation the property described heretofore by ordinance at a regular meeting of the Mayor and the Council. This letter has been sent to you by certified mail, return receipt requested, upon acceptance of petition for de-annexation by the City of Oakwood in accordance with § 36-36-111.

Sincerely,

Donald T. Hunt
City Attorney

C: B. R. White, Jr. – City Manager

Enclosures: 1. Petition for De-Annexation
2. "Annexation Map"



4035 WALNUT CIRCLE / P.O. BOX 99
OAKWOOD GA 30566
770-534-2365

GENERAL APPLICATION FORM

TYPE OF APPLICANT:

- ☒ PROPERTY OWNER ☐ DEVELOPER/BUILDER
☐ RESIDENT/PROPRIETOR ☐ ATTORNEY/AGENT

NAME: Mundy Mill Association, Inc.

ADDRESS: P.O. Box 3253

CITY: Gainesville

STATE: GA

ZIP CODE: 30503

PHONE: NA

CELL: 770-654-0637

FAX: NA

E-MAIL: darrell.wiley@jandjfoods.com

PERSON TO CONTACT

NAME: Darrell W. Wiley

ADDRESS: 1180 Springdale Road, Gainesville, GA 30501

PHONE: 770-654-0637

FAX:

E-MAIL: darrell.wiley@jandjfoods.com

PROPERTY OWNER

NAME: Mundy Mill Association, Inc.

ADDRESS: P.O. Box 3253

CITY: Gainesville

STATE: GA

ZIP CODE: 30503

PHONE: 770-654-0637

FAX: NA

E-MAIL: darrell.wiley@jandjfoods.com

DESCRIPTION OF PROPERTY

ADDRESS:

TAX MAP & PARCEL #: 8030000018

ACREAGE: 0.16 of 3.81

TYPE OF APPLICATION

- ☐ ANNEXATION AND ZONING ☐ PRELIMINARY PLAT
☐ REZONING ☐ EXEMPTION PLAT
☐ APPEAL ☐ FINAL PLAT
☐ SITE PLAN APPROVAL ☐ AMENDMENT ☒ OTHER DE-ANNEXATION
☐ CHANGE IN CONDITIONS
☐ CONDITIONAL USE
☐ VARIANCE TO ZONING ORDINANCE
☐ VARIANCE TO SUBDIVISION REGULATIONS
☐ SOIL EROSION/DEVELOPMENT PERMIT (1.1 ACRES OR MORE)
☐ DEVELOPMENT PERMIT (LESS THAN 1.1 ACRES)
☐ ACCEPTANCE OF STREETS

SIGNATURE: Darrell W. Wiley, CEO

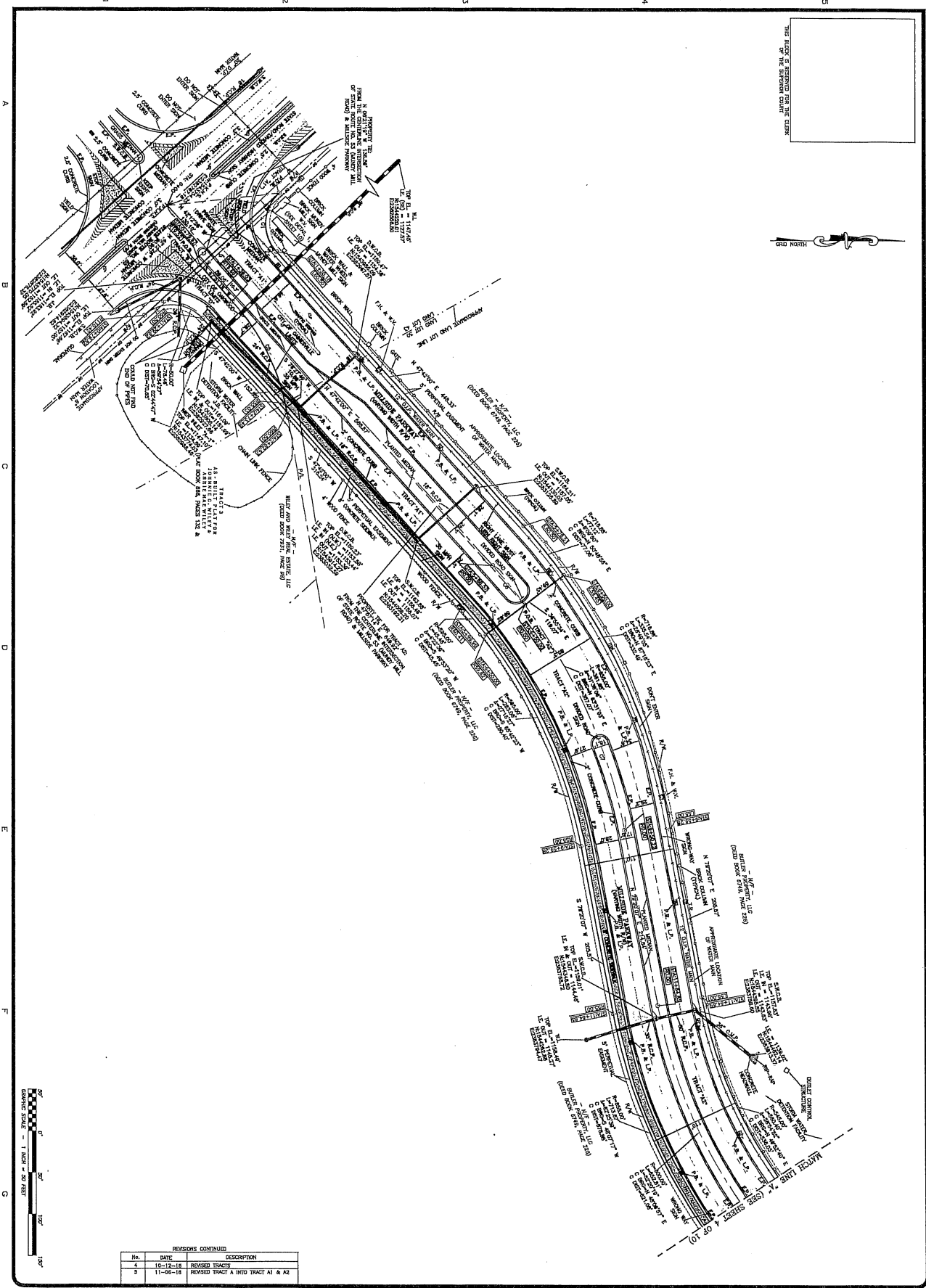
DATE: 5-6-2020

OFFICE USE ONLY

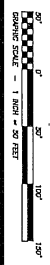
FEE: \$

☐ CASH ☐ CHECK #





THIS MAP IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



REVISIONS CONTINUED		
No.	DATE	DESCRIPTION
4	10-12-18	REVISED TRACTS
5	11-06-18	REVISED TRACT A INTO TRACT A1 & A2

3 of 10
SCALE: 1" = 50'
SURVEY DATE: 10/09/2017
PLAN DATE: 10/12/2017
L-13-055

REVISIONS		
No.	DATE	DESCRIPTION
1	01-22-17	ADDED STORM STRUCTURE ASSEMBLY DATA, ADDED SANITARY SEWER STRUCTURE, ASSEMBLY DATA, ADDED WATER VALVE DETAILS, REVISED TRACT "A" TO REMOVE DESIRED R/W FOR OLD OAKWOOD ROAD AND ADDED ROADWAY SIGNAGE
2	02-12-18	ADDED SHEET 2 WITH ZONING CONDITIONS, ADDED SURVEYOR'S NOTE #6
3	06-04-18	ADDED CENTERLINE ROAD INVERSE DATA

FINAL PLAT OF MILLSIDE PATHWAY FOR:
MILLSIDE DEVELOPMENT LLC.
(MAP SHEET)
- LOCATED IN -
LAND LOTS 25, 30 & 43
8TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



PATTON
LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30603
PHONE: (770) 532-6482
FAX: (770) 532-1895
www.pattonsurveying.com

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION

**A RESOLUTION CONSENTING TO THE DE-ANNEXATION OF THAT
PORTION OF PROPERTY BELONGING TO MUNDY MILL
ASSOCIATION, INC. IDENTIFIED AS A PORTION OF TAX PARCEL
NUMBER 08-03-000-018 WITHIN THE CORPORATE LIMITS OF THE
CITY OF OAKWOOD, HALL COUNTY, GEORGIA.**

WHEREAS, the owner of certain land adjoining the existing corporate limits of the City of Oakwood, Georgia has filed his petition with the City of Oakwood, Georgia requesting that the City of Oakwood de-annex said property as it creates certain maintenance issues between the Cities of Oakwood and Gainesville and should be maintained as a portion of the right of way of the City of Gainesville, said land hereinafter described in Exhibits "A" and "B" in the ordinance of de-annexation from the City of Oakwood, Georgia; and

WHEREAS, the City of Oakwood has accepted said application and petition and held a first reading on a proposed ordinance to de-annex said property so that the parcel may be annexed into the City of Gainesville for maintenance purposes; and

WHEREAS, it appears that the City of Oakwood is willing to de-annex the property and the City of Gainesville is willing to annex the property so as to not create a permanent island; and

WHEREAS, O.C.G.A. Section 36-36-22 requires the consent of Hall County by the "adoption of a resolution by the governing authority of the county in which such property is located consenting to such de-annexation";

NOW THEREFORE, THE BOARD OF COMMISSIONERS FOR HALL COUNTY, GEORGIA HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to O.C.G.A. §36-36-22, the Board of Commissioners of Hall County, Georgia (hereinafter "County") consents to the following described tract of land (see Exhibits "A" and "B") being de-annexed from the existing corporate limits of the City of Oakwood, Georgia as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

SECTION 2. See attached Exhibit "A" for the legal descriptions of said property which is hereby incorporated herein by reference thereto.

SECTION 3. See plat of property attached hereto as Exhibit "B" and incorporated herein by reference thereto.

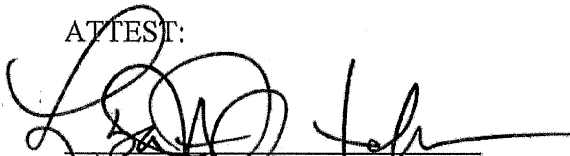
SECTION 4. In accordance with O.C.G.A. Section 36-36-22, the City Clerk for the City Council of the City of Oakwood, Georgia is to file with the Board of Commissioners of Hall County, Georgia a description and plat exhibit describing the lands de-annexed from the City of Oakwood, Georgia.

SECTION 5. The Hall County Board of Commissioners has no objection to the annexation into the City of Gainesville of the 0.16-acre tract, and the Board waives any and all further notice associated with such annexation.

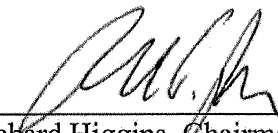
9th **PASSED AND ADOPTED** by the Board of Commissioners of Hall County, Georgia this day of July, 2020.

Hall County Board of Commissioners

ATTEST:


Lisa Ritchie, County Clerk

By


Richard Higgins, Chairman
Board of Commissioners
Hall County, Georgia

Approved as to form:


Van Stephens, County Attorney

Legal Description: Millside Parkway Tract "D" (Area 4)

All that tract or parcel of land lying and being in Land Lots 30 & 43, 8th Land District, City of Gainesville, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Millside Development, LLC, Plat dated October 12th, 2017, last revised November 6th, 2018 and being more particularly described as follows:

Commencing at a PK Nail set at the centerline intersection of State Route No. 53 (Mundy Mill Road)(varying width r/w) & Millside Parkway, located at Georgia State Plane Coordinate Northing 1543754.25, Easting 2382787.18, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 06 degrees 21 minutes 19 seconds West for a distance of 136.59 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence South 42 degrees 12 minutes 26 seconds East for a distance of 130.10 feet to a point, and said point being the TRUE POINT OF BEGINNING.

Thence North 47 degrees 51 minutes 19 seconds East for a distance of 59.06 feet to a point; Thence along a curve to the right having a radius of 275.00 feet and an arc length of 140.55 feet, being subtended by a chord of North 62 degrees 25 minutes 50 seconds East for a distance of 139.03 feet to a point; Thence North 78 degrees 27 minutes 49 seconds East for a distance of 10.69 feet to a point; Thence South 47 degrees 42 minutes 00 seconds West for a distance of 152.85 feet to a point; Thence along a curve to the left having a radius of 50.00 feet and an arc length of 78.46 feet, being subtended by a chord of South 02 degrees 44 minutes 47 seconds West for a distance of 70.65 feet to a point on the Northeasterly right-of-way line of said State Route No. 53;

Thence following said State Route No. 53 the following course:

Thence North 42 degrees 12 minutes 26 seconds West for a distance of 90.90 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.16 acres more or less.

Exhibit "A"

eFiled & eRecorded
 DATE: 5/24/2019
 TIME: 10:11 AM
 PLAT BOOK: 00877
 PAGE: 00130
 RECORDING FEE: 16.00
 PARTICIPANT ID: 9576554662
 CLERK: Charles Baker
 Hall County, GA
 NOTE: by ch 2 of 2

THIS BLOCK IS RESERVED FOR THE CLERK
 OF THE SUPERIOR COURT

PARCEL B
0.16 ACRES
6,938 SQ. FT.
 (AREA INSIDE PROPOSED RIGHT-
 OF-WAY OF MILLSIDE PARKWAY)
 TO BE DEEDED FROM JOHNNY C.
 WILEY AND ARRIE MAE WILEY
 TO BUTLER PROPERTY, LLC

TRACT 3
1.86 ACRES

MUNDY MILL CENTER, LLC
 Deed Book 8013, Page 281

TRACT 1
1.94

MUNDY MILL
 Deed Book 8

Radius=370.05'
 Arc Length=74.84'
 Delta=11°35'17"
 Chord=N 45°09'52"
 74.72'

Exhibit "B"

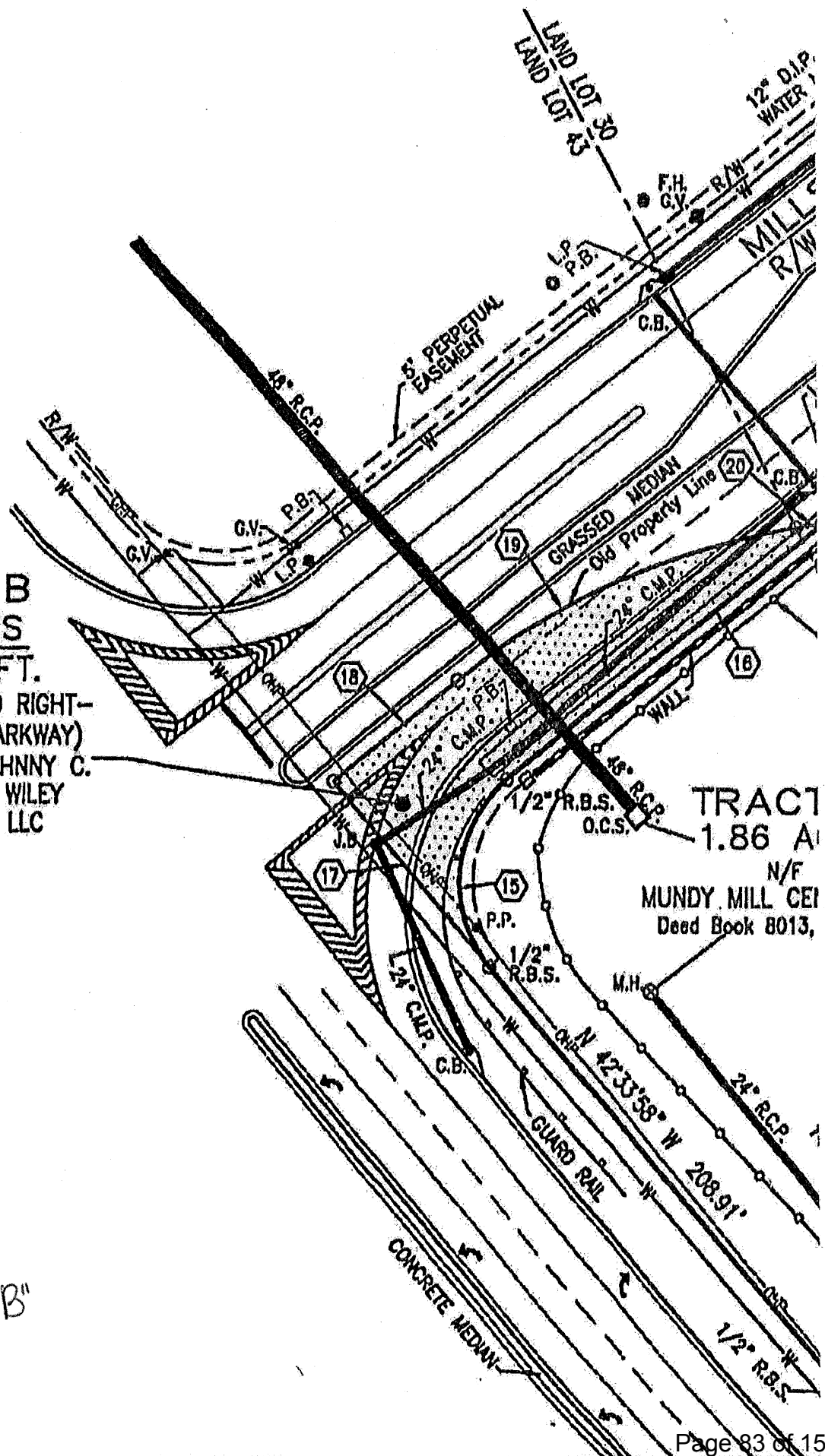
LEGEND:

- I.P.F. - IRON PIN FOUND
- C.T.P. - CHAPED TOP PIN FOUND
- R.B.F. - REBAR PIN FOUND
- R.B.S. - REBAR PIN SET

PARCEL B
0.16 ACRES
6,938 SQ. FT.

(AREA INSIDE PROPOSED RIGHT-
OF-WAY OF MILLSIDE PARKWAY)
TO BE DEEDED FROM JOHNNY C.
WILEY AND ARRIE MAE WILEY
TO BUTLER PROPERTY, LLC

Exhibit "B"



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/17/2020

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: September 1, 2020 Council Meeting**
Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a 319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I). **Ward Number: Three.** Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023. **Request: No change in use.**

Meeting Date: 8/27/2020

Purpose of Request:

To provide an overview of the following rezoning request as presented at the August 11, 2020 Planning and Appeals Board Meeting:

The City of Gainesville is proposing to rezone a total of 25 properties located within the Midtown Overlay Zone. All of the properties are owned by the City of Gainesville except for three privately owned properties which have given permission to rezone. The purpose of the request is to rezone the properties to Office and Institutional (O-I) which is more suitable for the existing uses. Some of the existing uses include the Midtown Greenway, Gainesville Public Safety Complex, Fire Station #1, Water Resources building, Gainesville Connection Transit Station and office/warehouse buildings. There is no change in use proposed for the properties.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval of this request. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2020- :

I move to approve the ordinance to rezone the 25 properties as referenced from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I) with no change in use as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Rezoning Ordinance	Ordinance
☐	Exhibit A - Midtown Zoning Map	Attachments/Exhibits

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

**Publish Saturday, July 25, 2020
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, August 11, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Joseph Spagnuolo** to vary the front yard setback requirement on a 1.49± acres tract located on the southeast side of East Lake Drive across from its intersection with Chattahoochee Trace (a/k/a **825 East Lake Drive, NW**), having a zoning classification of Residential-I-A (R-I-A).
Ward Number: One
Tax Parcel Number(s): 01-107-001-123
Request: Two single-family homes
- 2) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 3) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 4) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, September 1, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 2) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 3) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

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

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant City of Gainesville
Property Owner See attached list
Location See attached list
Request Rezone from H-I, L-I, G-B and R-II to O-I
Total Acres 39.0± acres
Ward Three
Proposed Use No change in use
Planning Division Staff Recommendation **Approval**
Planning & Appeals Board Recommendation **Approval**
Date August 11, 2020

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

The City of Gainesville is proposing to rezone a total of 25 properties located within the Midtown Overlay Zone. All of the properties are owned by the City of Gainesville except for three privately owned properties which have given permission to rezone. The purpose of the request is to rezone the properties to Office and Institutional (O-I) which is more suitable for the existing uses. Some of the existing uses include the Midtown Greenway, Gainesville Public Safety Complex, Fire Station #1, Water Resources building, New Skate Park, Gainesville Connection Transit Station and office/warehouse buildings. There is no change in use proposed for the properties.

▪ **Adjacent Land Use and Zoning**

The surrounding uses include a mixture of industrial, commercial, office and residential uses.

▪ **Other Departmental Comments**

There were no departmental comments for this request.

▪ **Zoning History**

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

2020- A request by Davis Pine, LLC to rezone a 0.47± acre tract located at 890, 892 and 898 Wills Street SW from General Business (G-B) to Residential-II (R-II) for seven multi-family apartments was approved with conditions.

2020- A request by the Gainesville Non-Profit Development Foundation to rezone a 1.07± acres tract located at 623, 635, 641 and 645 Davis Street, SW from General Business (G-B) and Heavy Industrial (H-I) to Residential-II (R-II) for four single-family homes was approved with conditions.

2020- A request by the City of Gainesville to rezone a 6.84± acres tract located at 110 and 120 Jesse Jewell Parkway, SE; 525 Bradford Street, SE; 111 College Avenue, SE from Planned Unit Development (P-U-D) and General Business (G-B) to Planned Unit Development (P-U-D) was approved with conditions for a mixed-use development.

2020- A request by the City of Gainesville to rezone a 4.1± acres tract located at 610 and 622 Main Street, SW; 605 Grove Street, SW from Light Industrial (L-I) to Planned Unit Development (P-U-D) was approved with conditions for a mixed-use development.

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

2016- A request by the Gainesville Housing Authority to rezone 11.671± acres located at 233, 240, 315, and 323 Atlanta Street; 207, 209, 221, 223 and 229 Summit Street from Residential-II (R-II), Neighborhood Business (N-B) and General Business (G-B) to Planned Unit Development (P-U-D) was approved with conditions for multi-family apartments.

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

2014- A request by Mercy Housing to rezone a 2.2± acres tract located at 620 and 628 Gordon Avenue, SW; 0, 602 and 612 Longstreet Avenue, SW; 627 Queen City Parkway, SW; 504, 512, 514, 520 and 528 Banks Street, SW from Residential-II (R-II), Office and Institutional (O-I), General Business (G-B) and Heavy Industrial (H-I) to Planned Unit Development (P-U-D) was approved with conditions for 90 multi-family low-income housing units but the request was withdrawn at City Council second reading.

Staff Analysis

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

The adjacent and nearby property consists of a mixture of residential, commercial and industrial zoned properties. The proposal includes rezoning 25 parcels to a more appropriate zoning based on the current use of the properties which includes public facilities owned by the City of Gainesville and professional office/service uses owned by two private property owners.

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

There is no proposed change in use. The properties will continue to function as public uses with the exception of two private office uses and a hair salon. There will be no adverse effects to the adjacent or nearby properties.

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

The Gainesville Future Development Map places the subject properties within the *Mixed-Use Midtown* land use category. This category includes areas to be developed in accordance with the Midtown Redevelopment Plan which allows for a mixture of land uses including office, neighborhood retail, and residential.

According to the Character Area map for the City of Gainesville, the subject properties are located within the *Central Core* Character Area specifically within the *Downtown/Midtown* subarea. The vision for this area should strive for additional office and housing to provide a more sustainable mix of uses. Recent public improvements to Midtown including the Midtown Greenway and the Jesse Jewell pedestrian bridge have begun a long-term transition to more diverse land uses including a mixed-use core along Main and Bradford streets; flanking multi-family (ideally mixed-

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

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

The subject properties are currently zoned for multi-family residential, heavy commercial and light/heavy industrial uses. As previously stated, the proposed zoning of Office and Institutional (O-I) is more appropriate based on the existing use of the properties. The proposed rezoning will further support the Midtown Overlay Zone which currently prohibits inappropriate uses such as liquor stores, tobacco/vaping stores, auto sales/repair and heavy industrial uses.

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

There is no anticipated increased impact to public facilities including public safety, roads, utilities and schools.

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

The property is located within the Midtown Overlay Zone which was established in 2005 with the intent to set higher standards for the appearance and functionality of the land uses. It is also intended to encourage mixed-use development and the creation of more housing, employment, and recreational opportunities originally identified within the *The Renaissance of Midtown Gainesville Redevelopment Plan* created in 2001. It is expected that the strategic public investment that has occurred within the Midtown area will continue to encourage further investment as desired by the applicant. Rezoning the subject properties to a more appropriate zoning that reflects the existing uses will only help to support this effort.

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

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

▪ **Staff Recommendation**

The Planning Division staff is recommending **approval** of this rezoning request with a zoning of **Office and Institutional (O-I)** based on the Comprehensive Land Use Plan and the existing uses.

Excerpts from the August 11, 2020 PAB Meeting Minutes

Applicant Presentation: None

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: Vice-Chair Fleming stated she would like to thank Mr. Tate and the staff for their hard work and believes it is a good move. Chairman Carter also agreed and appreciates everything the Planning staff is doing.

There was a motion to recommend approval of the request to rezone the subject properties from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I) as presented.

Motion made by Vice-Chair Fleming

Motion seconded by Board Member Thompson

Vote – 6 favor, 1 absent (Delgado)

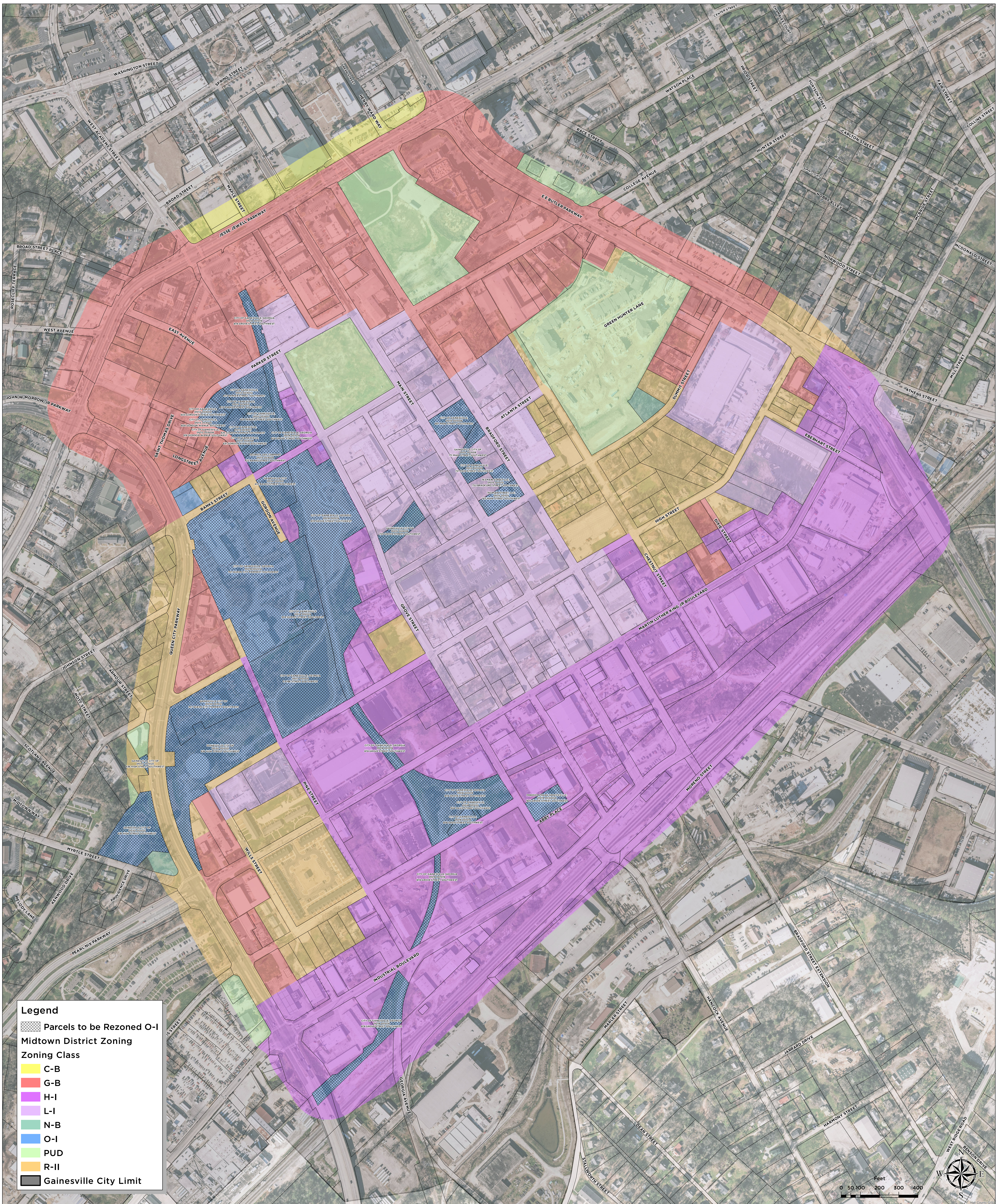
Parcel List

Tax Parcel #	Parcel Address	Existing Zoning
01013 003001	409 Parker Street SW	H-I
01013 003002	427 Parker Street SW	L-I
01013 003003	435 Parker Street SW	H-I
01013 003004	603 Gordon Avenue SW	G-B
01013 003005	609 Gordon Avenue SW	G-B
01013 003006	619 Gordon Avenue SW	G-B
01013 003007	625 Gordon Avenue SW	G-B
01013 003008	631 Gordon Avenue SW	G-B
01013 003009	422 Banks Street SW	H-I
01014 002001	435 Banks Street SW	G-B
01014 002014	701 Queen City Parkway SW	H-I
01014 002019	504 Summit Street SW	H-I
01015 001006	687 Main Street SW	G-B
01015 001008	711 Main Street SW	R-II
01015 001009	721 Main Street SW	L-I
01015 001011	743 Main Street SW	L-I
01015 001012	722 Bradford Street SW	L-I
01015 003006	729 Grove Street SW	L-I
01017 001003	0 Pine Street SW	H-I
01018 001014	508 Davis Street SW	H-I
01018 001019	878 Grove Street SW	H-I
01018 001022	506 Davis Street SW	H-I
01019 003005A	901 & 905 Grove Street SW / 319 Abby Place SW	H-I
01030 001001	757 Queen City Parkway SW	R-II
01030 001023	636 High Street SW	R-II



GAINESVILLE

MIDTOWN DISTRICT ZONING MAP - EXHIBIT A



Passed: _____

AN ORDINANCE

No. 2020-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A TOTAL OF 25 PARCELS CONSISTING OF 39.0± ACRES LOCATED WITHIN THE MIDTOWN OVERLAY ZONE, AS SHOWN ON EXHIBIT A, FROM HEAVY INDUSTRIAL (H-I), LIGHT INDUSTRIAL (L-I), GENERAL BUSINESS (G-B) AND RESIDENTIAL-II (R-II) TO OFFICE AND INSTITUTIONAL (O-I); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

That from and after the passage of this Ordinance the following described properties shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Office and Institutional (O-I)**:

See attached Exhibit A, showing the total of 25 parcels comprising 39.0± acres, all of which parcels shall be rezoned as set forth herein.

Tax Parcel #	Parcel Address	Existing Zoning
01013 003001	409 Parker Street SW	H-I
01013 003002	427 Parker Street SW	L-I
01013 003003	435 Parker Street SW	H-I
01013 003004	603 Gordon Avenue SW	G-B
01013 003005	609 Gordon Avenue SW	G-B
01013 003006	619 Gordon Avenue SW	G-B
01013 003007	625 Gordon Avenue SW	G-B
01013 003008	631 Gordon Avenue SW	G-B
01013 003009	422 Banks Street SW	H-I
01014 002001	435 Banks Street SW	G-B
01014 002014	701 Queen City Parkway SW	H-I
01014 002019	504 Summit Street SW	H-I
01015 001006	687 Main Street SW	G-B
01015 001008	711 Main Street SW	R-II
01015 001009	721 Main Street SW	L-I
01015 001011	743 Main Street SW	L-I
01015 001012	722 Bradford Street SW	L-I
01015 003006	729 Grove Street SW	L-I
01017 001003	0 Pine Street SW	H-I
01018 001014	508 Davis Street SW	H-I
01018 001019	878 Grove Street SW	H-I
01018 001022	506 Davis Street SW	H-I
01019 003005A	901 & 905 Grove Street SW / 319 Abby Place SW	H-I
01030 001001	757 Queen City Parkway SW	R-II
01030 001023	636 High Street SW	R-II

ORDINANCE NO. 2020--__

SECTION II.

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

SECTION III.

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

SECTION IV.

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

C. Danny Dunagan, Jr., Mayor

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

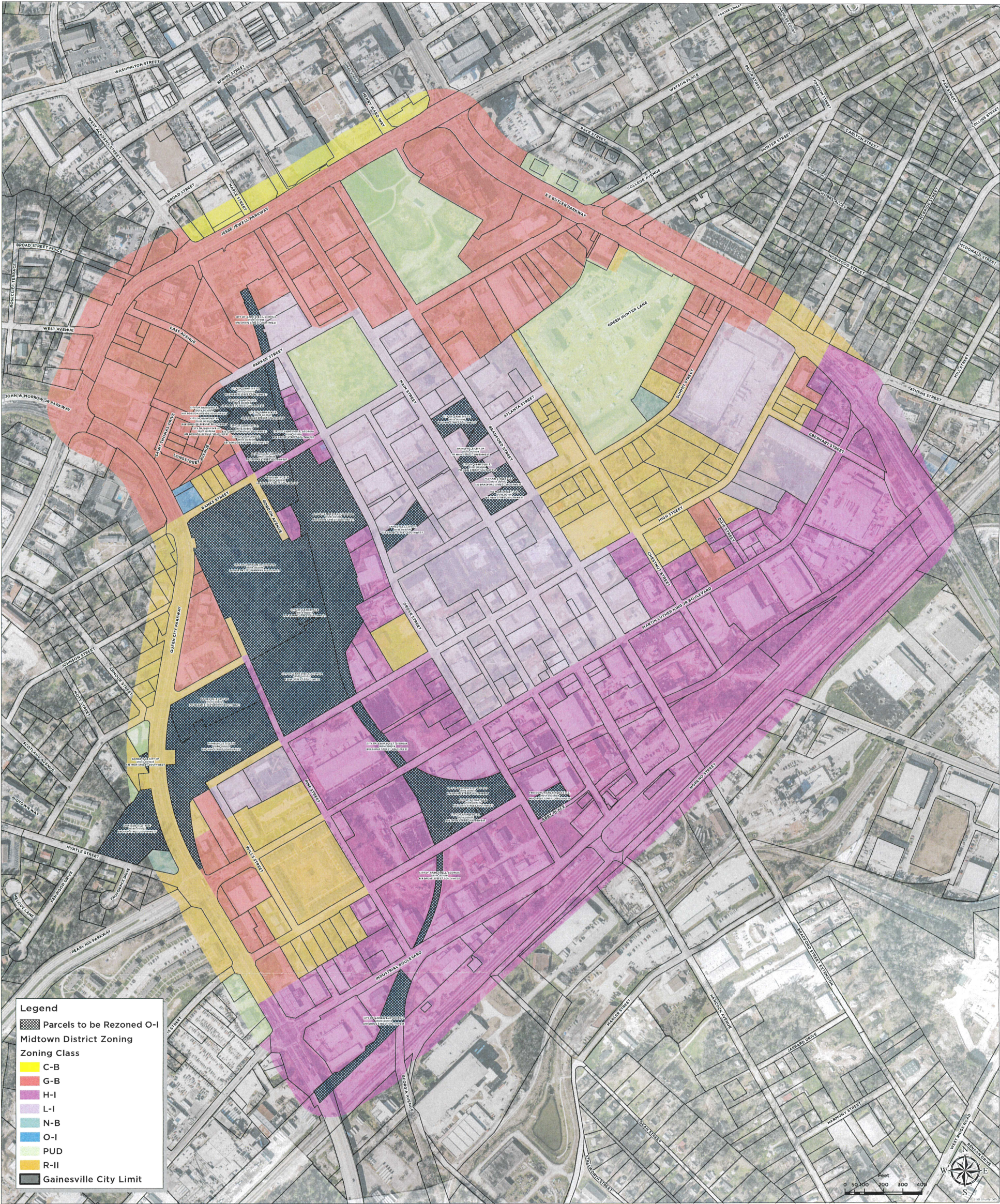
ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE

MIDTOWN DISTRICT ZONING MAP - EXHIBIT A



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/17/2020

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: September 1, 2020 Council Meeting**
Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

Meeting Date: 8/27/2020

Purpose of Request:

To provide an overview of the ULDC amendment request as presented at the August 11, 2020 Planning and Appeals Board Meeting:

The City of Gainesville is proposing to amend the Gainesville Unified Land Development Code to require special use approval to subdivide commercially zoned lots 20 acres or larger located within the Gateway Corridor Overlay Zone. In addition, criteria shall be considered prior to special use approval. The purpose of the request is to provide standards for properties that have potential to be further subdivided and developed into commercial outparcels. There are currently 29 commercially zoned parcels located within the Gateway Corridor Overlay Zone that are 20 acres or larger.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval as presented. See the PAB Recommendation Memo for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2020- :

I move to approve the ordinance to amend the ULDC section entitled "Dimensional Requirements" as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

- Legal Ad
- PAB Recommendation Memo Report
- Proposed Ordinance - Highlighted Version
- Proposed Ordinance - Clean Version

- Legal Ad
- Report
- Ordinance
- Ordinance

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

**Publish Saturday, July 25, 2020
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, August 11, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Joseph Spagnuolo** to vary the front yard setback requirement on a 1.49± acres tract located on the southeast side of East Lake Drive across from its intersection with Chattahoochee Trace (a/k/a **825 East Lake Drive, NW**), having a zoning classification of Residential-I-A (R-I-A).
Ward Number: One
Tax Parcel Number(s): 01-107-001-123
Request: Two single-family homes
- 2) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 3) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 4) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, September 1, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Darrell W. Wiley** to annex a 0.16± acre tract located on the northeast side of the intersection of Mundy Mill Road and Millside Parkway (a/k/a **0 Mundy Mill Road**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Four
Tax Parcel Number(s): 08-030-000-102 (Part)
Request: Right-of-way
- 2) Request from the **City of Gainesville** to rezone 25 parcels totaling 39.0± acres located within the Midtown Overlay Zone (a/k/a **319 Abby Place, SW; 422, 435 Banks Street, SW; 722 Bradford Street, SW; 506 and 508 Davis Street, SW; 0 Pine Street, SW; 603, 609, 619, 625 and 631 Gordon Avenue, SW; 729, 878, 901 and 905 Grove Street, SW; 636 High Street, SW; 687, 711, 721 and 743 Main Street, SW; 409, 427 and 435 Parker Street, SW; 701 and 757 Queen City Parkway, SW; 504 Summit Street, SW**) from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B) and Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-013-003-001, 002, 003, 004, 005, 006, 007, 008 and 009; 01-014-002-001, 014 and 019; 01-015-001-006, 008, 009, 011 and 012; 01-015-003-006; 01-017-001-003; 01-018-001-014, 019 and 022; 01-019-003-005A; 01-030-001-001 and 023
Request: No change in use
- 3) Request from the **City of Gainesville** to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" for the Gateway Corridor Overlay Zone.

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

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

Memo

TO: City Council
FROM: Planning and Appeals Board
SUBJECT: ULDC Amendments
DATE: August 11, 2020

The Community and Economic Development Department is proposing to amend the following areas of the Unified Land Development Code:

The City of Gainesville is proposing to amend Section 9-8-2-4 of the Gainesville Unified Land Development Code entitled "Dimensional Requirements" of the Gateway Corridor Overlay Zone. The purpose of the request is to provide standards for properties that have the potential to be further subdivided and developed into commercial outparcels. The proposed amendment would require special use approval by City Council in order to subdivide non-residential zoned lots 20 acres or larger located within the Gateway Corridor Overlay Zone.

As part of the consideration, criteria is given in deciding whether to grant special use approval to subdivide the lot.

1. Minimum subdivided lot size should be 2 acres.
2. Maximum impervious surface coverage should not exceed 75 percent of the subdivided lot.
3. Minimum landscaped open space should be a minimum of 20 percent of the subdivided lot.
4. Access should be limited to an internal access easement within the property, prior to any subdividing, to facilitate the movement of motor vehicles across the property. New driveways on existing public right-of-way areas should be discouraged.
5. Certain uses are discouraged such as liquor stores, pawn shops, gas stations and vaping stores.

There are currently 29 commercially zoned parcels located within the Gateway Corridor Overlay Zone that are 20 acres or larger.

Excerpts from the August 11, 2020 PAB Meeting Minutes

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend approval of the code amendment as presented.

Motion made by Board Member Martin

Motion seconded by Board Member White

Vote – 6 favor, 1 absent (Delgado)

AN ORDINANCE

No. 2020-

AN ORDINANCE TO AMEND SECTION 9-8-2-4 OF THE UNIFIED LAND DEVELOPMENT CODE ENTITLED “DIMENSIONAL REQUIREMENTS” BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Section 9-8-2-4 of the Unified Land Development Code of the City of Gainesville, Georgia is hereby amended by eliminating it in its entirety and substituting in its place the language set forth below:

Section 9-8-2-4. - Dimensional requirements.

This overlay zone does not establish dimensional requirements, except that nonresidential zoned lots twenty (20) acres or larger shall require special use approval by the governing body to further subdivide. The governing body shall consider the following standards in deciding whether to grant special use approval to subdivide the lot, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

1. Minimum subdivided lot size should be 2 acres.
2. Maximum impervious surface coverage should not exceed 75 percent of the subdivided lot.
3. Minimum landscaped open space should be a minimum of 20 percent of the subdivided lot.
4. Access should be limited to an internal access easement within the property, prior to any subdividing, to facilitate the movement of motor vehicles across the property. New driveways on existing public right-of-way areas should be discouraged.
5. The following uses are discouraged:

Automated or non-automated car washes.
Coin-laundry facilities.
Dollar-type stores or thrift stores.
Community donation boxes.
Gas stations (located on lots less than 2 acres in size).
Group homes, homeless shelters, rooming house or crisis centers.
Hookah, E-cigarette, and/or Vapor lounge/bars.
Indoor or outdoor commercial recreational facilities.

Kennels.
Liquor stores.
Marine sales or repair stores.
Massage parlors.
Mini-warehouses including climate-controlled self-service storage facilities.
Motels or extended stay lodging.
Motor vehicle sales or service.
Pawn shops.
Psychics, fortune tellers, clairvoyants and the like.
Retail sales of alternative nicotine products.
Sexually-oriented adult uses.
Tattoo parlors.
Taxi-cab or limousine services.
Tobacco or vaping stores.
Vehicle emission testing facility.
Veterinarian or animal hospitals with outdoor kennels.
Wireless telecommunication facility or cell towers excluding co-location.

Unless otherwise stated, uses shall be subject to the applicable dimensional requirements for the underlying zoning district in which said uses are located.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

AN ORDINANCE

No. 2020-

AN ORDINANCE TO AMEND SECTION 9-8-2-4 OF THE UNIFIED LAND DEVELOPMENT CODE ENTITLED “DIMENSIONAL REQUIREMENTS” BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Section 9-8-2-4 of the Unified Land Development Code of the City of Gainesville, Georgia is hereby amended by eliminating it in its entirety and substituting in its place the language set forth below:

Section 9-8-2-4. - Dimensional requirements.

This overlay zone does not establish dimensional requirements, except that nonresidential zoned lots twenty (20) acres or larger shall require special use approval by the governing body to further subdivide. The governing body shall consider the following standards in deciding whether to grant special use approval to subdivide the lot, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

1. Minimum subdivided lot size should be 2 acres.
2. Maximum impervious surface coverage should not exceed 75 percent of the subdivided lot.
3. Minimum landscaped open space should be a minimum of 20 percent of the subdivided lot.
4. Access should be limited to an internal access easement within the property, prior to any subdividing, to facilitate the movement of motor vehicles across the property. New driveways on existing public right-of-way areas should be discouraged.
5. The following uses are discouraged:

Automated or non-automated car washes.
Coin-laundry facilities.
Dollar-type stores or thrift stores.
Community donation boxes.
Gas stations (located on lots less than 2 acres in size).
Group homes, homeless shelters, rooming house or crisis centers.
Hookah, E-cigarette, and/or Vapor lounge/bars.
Indoor or outdoor commercial recreational facilities.

ORDINANCE NO. 2020-____

Kennels.
Liquor stores.
Marine sales or repair stores.
Massage parlors.
Mini-warehouses including climate-controlled self-service storage facilities.
Motels or extended stay lodging.
Motor vehicle sales or service.
Pawn shops.
Psychics, fortune tellers, clairvoyants and the like.
Retail sales of alternative nicotine products.
Sexually-oriented adult uses.
Tattoo parlors.
Taxi-cab or limousine services.
Tobacco or vaping stores.
Vehicle emission testing facility.
Veterinarian or animal hospitals with outdoor kennels.
Wireless telecommunication facility or cell towers excluding co-location.

Unless otherwise stated, uses shall be subject to the applicable dimensional requirements for the underlying zoning district in which said uses are located.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/27/2020

Presenter: Angela Sheppard

Item of Business: Resolution: Authorization to Execute Declaration of Covenants and Grant of Easements with 106 Spring, LLC for "Gainesville Renaissance"

Meeting Date: 8/27/2020

Purpose of Request:

106 Spring, LLC intends to develop "Gainesville Renaissance" on property known as 106 Spring Street SW. Certain aspects of the development will encroach on property owned by the City of Gainesville and easements are needed to address these situations.

History/Background:

Facts & Issues for Consideration:

This document has been reviewed by all parties.

Department Recommendation:

Approve 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
☐ Resolution: Gainesville Renaissance Easement Agreement	Resolution
☐ Declaration of Covenants and Grant of Easements	Contract/Agreement/MOU
☐ Exhibits for Declaration of Covenants and Grant of Easements	Attachments/Exhibits
☐ Renaissance Easement	Powerpoint Presentation

RESOLUTION BR-2020-

AUTHORIZATION TO EXECUTE DECLARATION OF COVENANTS AND GRANT OF EASEMENTS WITH 106 SPRING, LLC FOR “GAINESVILLE RENAISSANCE”

WHEREAS, 106 Spring, LLC intends to develop “Gainesville Renaissance” on property known as 106 Spring Street SW which is adjacent to the Downtown Square; and

WHEREAS, “Gainesville Renaissance” will be a three-story building for use as retail, office and residential and which ancillary uses and related improvements may include encroachment into property owned by the City of Gainesville (City); and

WHEREAS, the development will include an elevated pedestrian bridge that will connect the Downtown Parking Deck to “Gainesville Renaissance”; and

WHEREAS, 106 Spring LLC and the City desire to establish certain duties, obligations, covenants and liabilities with respect to the construction of “Gainesville Renaissance” and to establish, grant and convey certain easements, rights and privileges regarding the development of “Gainesville Renaissance”.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and City Attorney to execute all documents as necessary to convey any needed covenants and easements for the development of “Gainesville Renaissance”.

Adopted this _____ day of _____, 2020.

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

Please return recorded document to:

Hulsey, Oliver & Mahar, LLP
Attn: Abbott S. Hayes, Jr.
PO Box 1457
Gainesville, GA 30503

DECLARATION OF COVENANTS AND GRANT OF EASEMENTS

THIS DECLARATION OF COVENANTS AND GRANT OF EASEMENTS (the “**Agreement**”), is entered into as of this ____ day of _____, 2020, by **106 Spring LLC**, a Georgia limited liability company (“**Developer**”), and the **City of Gainesville**, a Georgia municipal corporation (“**City**”), for themselves, their successors, successors-in-title and assigns.

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain real property located in Land Lot 148, 9th District, Hall County, Georgia, which tract or parcel is shown on **Exhibit “A”** attached hereto and by this reference made a part hereof (“**Renaissance Property**”);

WHEREAS, Developer desires to develop the Renaissance Property and construct thereon a three-story building (the “**Building**”) and related improvements for retail, residential and ancillary uses, which related improvements may include, without limitation, encroachment of foundations, stairways and balconies into the City Property (hereinafter defined), installation of grease traps, backflow preventers, trash compactor and loading zone within City Access Drive, as hereinafter defined, and construction of an elevated pedestrian bridge (the “**Renaissance Bridge**”) extending southerly from the level four (4) elevator lobby of the Building to the northerly right of way of City Access Drive, as hereinafter defined, and connecting to the level four of the Parking Deck, as hereinafter defined, which Renaissance Bridge, is depicted on **Exhibit “7”** as “Walkway with Canopy,” attached hereto and by this reference made a part hereof;

WHEREAS, City is the owner of certain real property and improvements consisting of the right of way of Main Street as the same abuts the westerly boundary of the Renaissance Property, the City Sidewalks, Park, City Access Drive, and Parking Deck (each hereinafter individually defined, and hereinafter being collectively defined as the “**City Property**”), which

is more particularly depicted on **“Exhibits ”2,” “4,” and “7,”** attached hereto and by this reference made a part hereof and described more particularly as follows:

(a) The sidewalks (the **“City Sidewalks”**) located within the City Property and adjacent to and abutting certain boundaries of the Renaissance Property, as such City Sidewalks are depicted on **Exhibit “4”**;

(b) The pocket park area (the **“Park”**) located within the City Property adjacent to and abutting the Renaissance Property, as the Park is depicted as “Park Easement Area” on **Exhibit “4.”**

(c) The right of way of City Access Drive (**“City Access Drive”**) located on the City Property and adjacent to the southerly boundary of the Renaissance Property and the easterly side of the Park and extending from the easterly side of Main Street to the southerly side of Spring Street, as such City Access Drive is depicted as “Access Drive” on **Exhibit “2”**; and,

(d) The parking deck, a seven-story vehicular parking deck dedicated to the public and having direct vehicular access to Main Street and City Access Drive, (**“Parking Deck”**) located on the City Property adjacent to the easterly side of Main Street and the southerly side of City Access Drive, and, as such Parking Deck is depicted on **Exhibit “7”**;

WHEREAS, Developer and City desire to establish certain duties, obligations, covenants and liabilities with respect to the Renaissance Bridge, and to establish, grant and convey certain easements, rights and privileges which shall burden and benefit each of the City Property the Renaissance Property, respectively, and benefit the City and Developer, their respective successors, successors in title, and assigns;

NOW, THEREFORE, for and in consideration of Ten and NO/100 Dollars (\$10.00) in hand paid by Developer to City, and the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare and agree as follows:

I. DEFINITIONS.

In addition to words or terms defined elsewhere in this Agreement, the following words and terms shall have the meaning set forth below:

1. “Owner” or “Owners” shall mean the Person or Persons who owns or holds the aggregate fee simple estate in and to the Renaissance Property or the City Property, or any portion of either, as shown in the real property records of Hall County, Georgia. Notwithstanding the foregoing: (a) the grantee under a deed to secure debt encumbering such property shall not be deemed an Owner unless such grantee shall have excluded the grantor under such deed to secure debt from possession by appropriate legal proceedings following a default under such deed to secure debt, or has acquired the interest encumbered by such deed to secure debt through foreclosure; (b) any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any such real property shall not be deemed an Owner; and (c) if and to the

extent that more than one Person holds title to a Property, then such Persons shall designate in writing one of such owners to be the “Owner” of the Property for purposes of this Agreement.

2. “Person” shall mean an individual, partnership, joint venture, cotenancy, association, corporation, limited liability company, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, municipality, or any other legal entity, whether or not a party hereto. Notwithstanding anything herein to the contrary, an Owner shall have the right to assign its rights and obligations under this Agreement to its Permittee.

3. “Permittees” shall mean and refer to any occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of (a) the Owner of the Renaissance Property; and/or (b) the Owner of the City Property.

4. “Property(ies)” means individually, or collectively, as the context requires, Renaissance Property and the City Property.

II. EASEMENTS.

1. Temporary Construction Easement. City hereby establishes for the benefit of, and grants and conveys to, the Owner of the Renaissance Property a temporary, nonexclusive easement (the “**Temporary Construction Easement**”) appurtenant to the Renaissance Property over, across and upon the area (the “**Temporary Construction Easement Area**”) depicted and so designated on the **Exhibit “3”** for the conduct by the Owner of the Renaissance Property, and its Permittees, of construction related activities necessary and appropriate to the exercise by the Owner of the Renaissance Property of the rights, privileges and easements set forth in this Agreement, including, without limitation, the staging of construction materials, placement of equipment, parking of vehicles and contractor trailers, placement of temporary power poles and signage, and construction activities related to demolition, removal, and/or installation of underground and overhead improvements, facilities, landscaping and irrigation equipment within the Temporary Construction Easement Area. The Temporary Construction Easement shall terminate when the construction contemplated to be performed by the Owner of the Renaissance Property as set forth in this Agreement is completed or on May 1, 2022, whichever date occurs first. At all times during the existence of the Temporary Construction Easement, the Owner of the Renaissance Property hereby covenants and agrees to maintain an unobstructed pedestrian pathway and an unobstructed vehicle access area through the Temporary Construction Easement Area reasonably acceptable to the City for public pedestrian ingress, egress and access between downtown Gainesville and Roosevelt Square, for pedestrian access to the public restrooms in the Parking Deck and for vehicles to service the Hall County Courthouse Annex and Roosevelt Square. The pedestrian ingress, egress and access between downtown Gainesville and Roosevelt Square shall be maintained by the Owner of the Renaissance Property within the area labeled as “Roosevelt Access Area” on Exhibit “3.” The pedestrian access to the public restrooms in the Parking Deck shall be maintained by the Owner of the Renaissance Property within the area labeled as “Restroom Access Area” on Exhibit “3.” The access for vehicles to service the Hall

County Courthouse Annex and Roosevelt Square shall be maintained by the Owner of the Renaissance Property within the area labeled as “Vehicular Access Easement” on Exhibit “3.”

2. Access and Parking Easements.

(a) Easement Over City Access Drive. For so long as the Owner of the Renaissance Property utilizes the Renaissance Property for the retail, residential, permitted uses and ancillary uses specifically set forth in this Agreement, City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property, a perpetual, nonexclusive easement appurtenant to the Renaissance Property for use by the Owner of the Renaissance Property and Occupants and Permittees for vehicular and pedestrian access, ingress, egress and passage, upon, over and across the area (the “**City Access Drive Easement Area**”) depicted and so designated as “Access Drive Easement Limits” on Exhibit “2”. Any provision hereof to the contrary notwithstanding, the City shall retain the right to make repairs, alterations and improvements to the City Access Drive Easement Area that do not unreasonably interfere with the rights of Owner hereunder.

(b) Easement Over Sidewalks and Park. For so long as the Owner of the Renaissance Property utilizes the Renaissance Property for the retail, residential, permitted uses and ancillary uses specifically set forth in this Agreement, City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property, a perpetual, nonexclusive easement appurtenant to the Renaissance Property for use by the Owner of the Renaissance Property and Occupants and Permittees, for pedestrian access, ingress, egress and passage, as appropriate, upon, over and across those areas (the “**City Sidewalk Easement Area**” and “**Park Easement Area**”, respectively) depicted and so designated on Exhibit “4”; provided, however, such rights and privileges shall be subject to compliance with all applicable local, state, and federal laws. Renaissance hereby acknowledges and agrees that the City Sidewalk Easement Area shall be utilized for pedestrian access by the general public and Renaissance shall not obstruct or interfere with such access. Any provision hereof to the contrary notwithstanding, the City shall retain the right to make repairs, alterations and improvements to the Park Easement Area and City Sidewalk Easement Area that do not unreasonably interfere with the rights of Owner hereunder.

(c) Easement Over Parking Deck – Reserved Parking. For so long as the Owner of the Renaissance Property utilizes the Renaissance Property for the retail, residential, permitted uses and ancillary uses specifically set forth in this Agreement, City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property, a perpetual, nonexclusive easement appurtenant to the Renaissance Property for use by the Owner of the Renaissance Property and the Residential Association, for vehicular and pedestrian access, ingress, egress and passage, as appropriate, upon, over and across the Parking Deck, and a perpetual exclusive easement for parking of vehicles by Residential Unit Owners upon, over and across sixteen (16) parking spaces within the range of numbered spaces from 446-453 and 467-474 on Level 4 of the Parking Deck (the “**Residential Parking Easement Area**”) as depicted and so designated on Exhibit “8”, which parking spaces shall each be numbered and designated “Reserved – No Public Parking”. The parking space numbering and reserved parking signage

shall be installed by Renaissance at its expense and shall be subject to approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Easement Over Parking Deck – Downtown Reserved Office/Retail Parking. Renaissance Property utilizes the Renaissance Property for the retail, residential, permitted uses and ancillary uses specifically set forth in this Agreement, City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property, a perpetual, nonexclusive easement appurtenant to the Renaissance Property for passage and use by the Owner of the Renaissance Property, for vehicular and pedestrian access, ingress, egress and passage, as appropriate, upon, over and across the Parking Deck, and a perpetual limited exclusive easement for parking of vehicles owned by tenants of the Renaissance Property or by invitees of retail stores within, over and across forty-two (42) parking spaces within the range of numbered spaces from 411-424 and 434-445 on Level 4 of the Parking Deck; and 617-624, 638-647 and 667-670 on Level 6 of the Parking Deck as shown on Exhibit “8”(the “**Office/Retail Parking Easement Area**”), which parking spaces shall each be reserved for, and designated as, “Reserved for Renaissance Tenants Only From 7:00 AM – 5:00 PM Monday - Friday”, or such language as determined by City that substantially conveys such restriction. The parking space numbering and reserved parking signage shall be installed by Renaissance at its expense and shall be subject to approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Utility, Loading Zone, Trash Compactor, Grease Trap and Backflow Preventer, and Foundation, Stairway and Balcony Encroachment Easements.

(a) General Utility Easement. City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property a perpetual, nonexclusive easement appurtenant to the Renaissance Property for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner and Occupants of power lines serving any portion of the Renaissance Property, within the Sidewalks, Park and City Access Drive, in such location as approved by the City of Gainesville after submission of plans by the Owner of the Renaissance Property. All such utility lines shall be installed and maintained below the ground level or surface of the City Sidewalk, Park and City Access Drive (except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the City Property).

(b) Loading Zone and Trash Compactor Easement. City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property a perpetual, nonexclusive easement appurtenant to the Renaissance Property for the purpose of construction, installation, maintenance, repair, replacement, renewing, and use by such Owner and Occupants of a loading zone within the area depicted as “Loading Zone” on **Exhibit “1” (“the Loading Zone Easement Area”)** and trash compactor within the area depicted as “Trash Compactor Easement Area” on Exhibit “6” (the “**Trash Compactor Easement Area**”), including installation of striping and signage (including “Loading Zone” and “No Parking” signage) related thereto.

(c) Grease Trap and Back-Flow Preventer Easement. City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property a perpetual, nonexclusive easement appurtenant to the Renaissance Property for the purpose of construction, installation, maintenance, repair, replacement, renewing, and use by such Owner of a grease trap system and backflow preventers, including, without limitation, underground pipes and surface mounted clean-out facilities within the area depicted as “Grease Trap & Backflow Preventer Easement Area” on Exhibit “2” (**“the Grease Trap and Backflow Preventer Easement Area”**), including installation of striping and signage related thereto. The grease trap system and backflow preventers shall be for the private use of the Owner and shall be maintained in accordance with Article III, Section 2(b) hereof.

(d) Foundation, Stairway and Balcony Encroachment Easements. City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property a perpetual, nonexclusive easement appurtenant to the Renaissance Property for the purpose of construction, installation, maintenance, repair, replacement, renewing, and use by such Owner and Occupants of foundations and footers for the Building, Renaissance Bridge, and balconies extending from the Building at ground level or above the ground floor level thereof within the area depicted as “Underground Footings Encroachment Easement, Typical” on Exhibit “5” (the **“Encroachment Easement Area”**). The items to be constructed within the Encroachment Easement Area is hereinafter referred to as “the Encroachments.” Construction of the Encroachments shall not commence until the City Community Development Director approves plans and specifications for the Encroachments, and said construction must be done in accordance with said approval. Within sixty (60) days after construction of the Encroachments is complete, Developer shall provide City with an as-built survey or other document showing the exact location, size and dimensions of the Encroachments. Developer and City agree to cooperate in the execution of an easement for the Encroachments, which is limited to the exact location of the Encroachments, after the exact location, size, and dimensions of the Encroachments are identified. Developer assumes all risks, liability and responsibility for all construction and maintenance activities regarding the Encroachments. Grantee warrants that the Encroachments shall be constructed and maintained so as not to interfere with public ingress and egress on the sidewalks and streets above said Encroachments, except temporary interruption necessary for installation, maintenance and repairs, and Developer hereby assumes all risks, liability and responsibility for any repairs to the sidewalks and streets above the Encroachments necessitated by the Developer’s construction and maintenance of the Encroachments. Grantee further assumes all risks, liability and responsibility for any personal and/or property damages sustained as a result of negligent construction or maintenance of the Encroachments. City hereby disclaims any responsibility for such construction activities regardless of the fact they will be conducted in the public right of way.

4. Renaissance Bridge Connection Easement. City does hereby establish for the benefit of, and grant and convey to, the Owner of the Renaissance Property, a perpetual, nonexclusive easement appurtenant to the Renaissance Property for connection and physical attachment of the Renaissance Bridge to the Parking Deck as depicted on **Exhibit “7”**. Grantee warrants that the Renaissance Bridge shall be constructed and maintained so as not to interfere with public ingress and egress on the sidewalks and streets in the vicinity of the Renaissance Bridge, as well as in the Parking Deck, except temporary interruption necessary for installation,

maintenance and repairs, and Developer hereby assumes all risks, liability and responsibility for any repairs to the sidewalks and streets in the vicinity of the Renaissance Bridge, as well as the Parking Deck, necessitated by the Developer's construction and maintenance of the Renaissance Bridge. Grantee further assumes all risks, liability and responsibility for any personal and/or property damages sustained as a result of negligent construction or maintenance of the Renaissance Bridge. Grantee hereby indemnifies and holds the City harmless from any and all claims arising out of or related to Grantee's construction, maintenance and use of this Easement. City hereby disclaims any responsibility for such construction activities regardless of the fact they will be conducted in the public right of way.

5. Conditions for Use of Easements. The use of the easements described in this Section II is expressly conditioned upon compliance with the following requirements:

(a) Except for emergency repairs, all such work shall be performed pursuant to plans approved in writing by the City, not to be unreasonably withheld, conditioned or delayed, and performed promptly and in such a manner and at such times as shall minimize, to the extent reasonably practicable, any disruption to the operation of any business on the respective easement area;

(b) Any and all damage to an easement area occasioned by any work thereon shall be promptly repaired and such easement area shall be restored to the condition that existed immediately prior to the performance of such work by the Owner performing such work, or on whose behalf such work was performed, and the Owner performing such work, or on whose behalf such work was performed, shall indemnify and hold the Owner of the property upon which such work is performed harmless from any cost, expense, liability, claim or lien associated with such work or use (unless arising from an act or omission of the indemnified Owner). Any provision hereof to the contrary notwithstanding, the City shall have the right to modify or alter improvements located on the City Property, provided that such modifications or alterations to not unreasonably affect the use of the Renaissance Property, including but not limiting to eliminated access to the Renaissance Property in compliance with the federal Americans with Disabilities Act.

(c) Any and all damage to the City Property, or to the improvements located upon the City Property, or to the utility facilities located upon or beneath the surface of the City Property occasioned by work performed by the Owner of the Renaissance Property, or on behalf of the Owner of the Renaissance Property, shall be promptly repaired and the City Property, or the improvements located upon the City Property, or the utility facilities located upon or beneath the surface of the City Property, as the case may be, shall be restored to substantially the same condition that existed immediately prior to the performance of such work by the Owner of the Renaissance Property that performed the work or on whose behalf the work was performed, and such Owner of Renaissance Property shall indemnify and hold the Owner of the City Property harmless from any loss, cost, expense, liability, claim or lien associated with such damage, work or use (unless arising from an act or omission of the indemnified Owner of the City Property);

(d) The Owner of the City Property may relocate, at its own expense, the utility lines and facilities located on the City Property to other portions of such City Property in a manner as would not adversely affect the Renaissance Property; and

(e) Connections into and use of such utility lines and facilities shall not interfere with or adversely affect the operation of any business on the City Property.

6. Term. Except as otherwise expressly set forth herein, the easements contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Clerk of the Superior Court of Hall County, Georgia and remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, cancelled or terminated by the written consent of all the Owners of the City Property and the Renaissance Property.

III. COVENANTS AND RESTRICTIONS.

In connection with the establishment of the easements contained herein, the Owners, their successors and assigns, do hereby establish the following covenants and restrictions:

1. Construction of Renaissance Bridge. City and the Owner of the Renaissance Property hereby agree that City and the Owner of the Renaissance Property shall in good faith coordinate their respective efforts relative to the engineering and connection of the Renaissance Bridge to the Parking Deck. Developer shall not commence construction of the Renaissance Bridge until plans and specifications for such construction are approved by the City. Upon approval of the connection by the City, Owner of the Renaissance Property may thereupon connect the Renaissance Bridge to the Parking Deck and commence utilizing the Renaissance Bridge and the Parking Deck as contemplated herein.

2. Maintenance.

(a) City Access Drive, City Sidewalks, Park, and Parking Deck. Except as expressly provided herein to the contrary, the City shall maintain, repair and replace the City Access Drive, the City Sidewalk Easement Area, the Park Easement Area, and the Parking Deck in good condition and repair; provided, however the Owner of the Renaissance Property shall keep, or cause to be kept, the City Sidewalk Easement Area in a clean and sightly manner, free and clear of refuse resulting from the exercise by such Owner and the Occupants and Permittees of the rights and privileges contained herein. The Owner of the Renaissance Property shall maintain all components of the Renaissance Bridge in good condition and repair, as well as in a clean and slightly manner, free and clear of refuse resulting from the exercise by such Owner of the rights and privileges contained herein including the connection of the Renaissance Bridge to the Parking Deck.

(b) Renaissance Bridge, Residential Parking Easement Area, Loading Zone, Trash Compactor, Grease Trap and Backflow Preventer, Foundations, Balconies, Stairways and Signage. Except as expressly provided herein to the contrary, the Owner of the Renaissance Property shall maintain, repair and replace, or cause to be maintained, repaired and replaced, the

Renaissance Bridge, and any improvements installed by such Owner or any Occupant or Permittee within the Loading Zone Easement Area, Trash Compactor Easement Area, and Grease Trap and Backflow Preventer Easement Area, and maintain such areas in a clean and sightly manner, free and clear of refuse resulting from the exercise by such Owner and the Occupants and Permittees of the rights and privileges contained herein. Renaissance shall install and maintain any signage located on the Renaissance Bridge only after approval by the City. To the extent any foundations, balconies, or stairways extend from the Building onto, above or below the City Property, the same shall be maintained by the Owner of the Renaissance Property, in good and safe operating condition and in accordance with applicable laws. The Owner of the Renaissance Property shall maintain, or cause to be maintained, the Residential Parking Easement Area in a clean and sightly condition commensurate with the remainder of the Parking Deck.

(c) Utility Lines and Facilities. Except as otherwise set forth in herein, the respective Owners of the Renaissance Property and the City Property shall maintain and repair the utility lines and facilities located on the Renaissance Property and City Property, respectively, in a good order and condition and properly cleaned. Notwithstanding the foregoing, in the event that any lines become clogged or otherwise require repair as a result of a failure by the Owner of the Renaissance Property to properly maintain grease traps and/or to make appropriate use of sanitary sewer or other lines, then the self-help provisions of this Section III.3 shall apply.

(d) Owner Caused Damage. Notwithstanding any contrary provision contained herein, if an Owner (or its employees, agents or contractors) causes damage to improvements located on the property of another Owner, the Owner causing such damage shall, at its sole cost and expense, repair such damage promptly in a good and workmanlike manner.

3. Self-Help. All construction and installation of improvements, and all maintenance, repair and replacement work described in this Section III shall be performed in a good, workmanlike and lien free manner, and shall be performed in such a way as to minimize interference with any business operations or use of the other Owner's property. In the event that any Owner (for purposes of this Section only, "**Defaulting Owner**") fails to fulfill its obligations pursuant to this Agreement, then the Owner or Occupant of the other property (for purposes of this Section only, "**Non-Defaulting Owner**"), shall have the right, but not the obligation, after first providing written notice of such default to the Defaulting Owner and a period of 30 days in which to fulfill maintenance, repair and replacement obligations, to enter the Defaulting Owner's property and perform such work at the expense of the Defaulting Owner. The Defaulting Owner shall reimburse such costs within thirty (30) days of receipt of paid invoices from the Non-Defaulting Owner. Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights contained in this Declaration, and/or (iii) the unauthorized parking of vehicles on the Non-Defaulting Owner's property, the Non-Defaulting Owner may immediately cure the same and be reimbursed by the Defaulting Owner upon demand for the reasonable cost thereof within thirty (30) days of receipt of paid invoices from the Non-Defaulting Owner.

IV. EFFECT OF AGREEMENT.

The covenants, easements and restrictions provided for herein shall be effective upon the date hereof and shall run with the land and constitute a use for reciprocal benefits to and burdens upon the Renaissance Property and the City Property, respectively. The covenants, easements and restrictions provided for herein shall inure to the benefit of and be binding upon the Owners, their successors, successors-in-title and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of the Renaissance Property and the City Property, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. It is the intent of the Owners that this Agreement shall remain in effect and shall not be terminated by merger unless an appropriate instrument terminating this Agreement shall be filed in Hall County, Georgia public records. Each of the rights created hereunder shall be specifically enforceable in a court of equity since an action for damages would not be an adequate remedy for a breach of this Agreement.

V. DEDICATION.

1. Dedication of Sewer Facilities and Water Lines to City of Gainesville. The Owner of the Renaissance Property shall have the right to request to dedicate sewer facilities or water lines installed within City Property up to the boundaries of the Renaissance Property to the City of Gainesville, Georgia, or any other governmental authority having jurisdiction thereof and upon acceptance of such utilities together with all maintenance and repair obligations by such governmental authority, as evidenced by the recording of a deed of dedication, the easements and privileges of this Agreement with respect to such dedicated utilities shall terminate automatically and become null and void and of no further force and effect. Upon acceptance of the dedication, the Owner of the Renaissance Property shall no longer have any obligation for maintenance and repair, nor the cost of maintenance and repair of such utilities nor the right to reimbursement for such costs of maintenance and repair. In the event that the City declines to accept such dedication, the City agrees to allow the Owner of the Renaissance Property reasonable access to maintain the utilities within City Property.

2. No Dedication. This Agreement is not intended to and shall not be construed to dedicate to the general public any rights in the grease traps, backflow preventers, stairways, balconies or similar improvements serving the Building that may be located within easement areas on the City Property.

VI. INDEMNIFICATION

The Owner of the Renaissance Property exercising its rights with respect to any right, privilege, duty or obligation granted hereunder (the "Indemnitor") shall indemnify and hold harmless the City and any agents or employees of the City (the "Indemnified Parties") harmless from and against all claims, liabilities, and expenses, including reasonable attorney's fees, relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnitor or others acting on behalf of such Indemnitor.

VII. INSURANCE

(a) The Owner of the Renaissance Property shall deliver to City a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page, and attached riders and endorsements which show (i) that the City is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of the City, that the required insurance is in force. The Insurance Carrier(s) shall provide to the City at least thirty (30) days' written notice before canceling, materially changing, or discontinuing coverage. Notice shall be sent via certified mail, return receipt requested to Bryan Lackey, City Manager, City of Gainesville, P.O. Box 2496, Gainesville, Georgia 30503. The Owner of the Renaissance Property shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the Owner of the Renaissance Property to deliver proof of insurance as provided in this Paragraph, or notice as required in this paragraph, shall constitute a material substantial breach of this Contract. All such documents shall be delivered directly to the City Manager. Each of these documents which show the required insurance coverage shall be attached to each set of the original Agreement when the documents are transmitted to the City for final execution and approval. If desired, the insurance carrier may redact the premium amount from the declaration page.

Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Owner of the Renaissance Property from potential insurer insolvency.

(b) Commercial General Liability: The Renaissance shall procure and shall maintain during the life of this Agreement, General Liability Insurance to protect the Owner of the Renaissance Property, any subcontractor performing work covered by this Agreement, and the City as an additional insured, from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by the Owner of the Renaissance Property or by any anyone directly or indirectly employed or hired by the Owner of the Renaissance Property. The amount of insurance shall not be less than the following:

• Each Occurrence	\$1,000,000
• Personal & Advertising Injury	\$1,000,000
• Medical Expense Any One Person	\$5,000
• Damage to Rented Premises	\$50,000
• General Aggregate	\$2,000,000
• Products (Completed/Operations Aggregate)	\$2,000,000

(c) Automobile Liability: The Owner of the Renaissance Property shall procure and shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance for bodily injury and property damage. The insurance shall include coverage for owned, non-owned and hired vehicles. Amounts shall not be less than the following:

• Combined Single Limit Per Accident	\$1,000,000
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(d) Excess/Umbrella Liability: The Owner of the Renaissance Property shall procure and shall maintain during the life of this Contract Excess or Umbrella Liability Insurance over General Liability, Auto Liability and Employers Liability. Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf”, with defense cost payable within policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another. The amounts of coverage shall not be less than the following:

- Each Occurrence \$4,000,000
- Aggregate \$4,000,000

(e) Worker’s Compensation and Employer’s Liability: The Owner of the Renaissance Property shall procure and shall maintain during the life of this Contract, Worker’s Compensation and Employer’s Liability Insurance for all of the employees of the Owner of the Renaissance Property to be engaged in work on and in the Premises, and in case any such work is sublet, the Owner of the Renaissance Property shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the subcontractor’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Owner of the Renaissance Property’s Worker’s Compensation Insurance.

- Workers’ Compensation – Each Employee Statutory Limits
- Employer’s Liability – Each Employee \$1,000,000
- Employer’s Liability – Each Accident \$1,000,000

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(f) Additional Insured: The insurance policies required by this Agreement shall be endorsed to include “City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives” as Additional Insured with respect to work performed on and in the Premises. (This requirement does not apply to Worker’s Compensation, Employer’s Liability, or Professional Liability coverage). In addition to a statement on the Certificate of Insurance, a copy of the endorsement shall be provided with Primary & Non-Contributory Basis.

(g) Waiver of Subrogation: The Owner of the Renaissance Property waives all rights against City and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

(h) Renewal certificates shall be provided to the City prior to the expiration date of existing coverage, and shall be provided continuously for a period of one year after the completion of the Agreement. All documents shall reference the contract name.

VIII. REMEDIES AND ENFORCEMENT.

1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

2. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

3. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Sections I and/or II of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner to suffer irreparable harm and such non-defaulting Owner shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Section I and/or II of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Section I and/or II of this Agreement.

X. MISCELLANEOUS.

1. Force Majeure. In the event the Owner of the Renaissance Property or the City Property shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Owner by reason of acts of God, pandemic, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another Owner, adverse weather conditions preventing the performance of work as certified to by an architect, war or any other reason beyond such Owner's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such Owner has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such Owner shall notify any Owner materially adversely affected by such delay, hindrance or prevention, of such delay, hindrance or prevention within fifteen (15) days after the commencement thereof and within fifteen (15) days after the expiration thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Owner.

2. Invalidity. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3. Termination of Liability. In the event that the Owner of the Renaissance Property or the Owner of the City Property shall convey, transfer, assign or otherwise dispose of all of its interest in a property, said Owner shall thereupon be released and discharged from any and all obligations and liabilities with respect to its property for the breach of any covenant arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon the successor-in-title to such property; provided however, the prior Owner shall remain liable for the breach of any covenant or agreement which arose prior to the date of the closing of such conveyance.

4. Attorney's Fees. In the event any legal action is commenced by any party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to the relief granted, be entitled to the payment of reasonable attorneys' fees actually incurred by the prevailing party in connection therewith and the court having jurisdiction in such action is hereby authorized and directed to award such attorneys' fees to the prevailing party in the event that the award to such prevailing party is material. A material award shall be an award that is at least 50% of the amount originally claimed and exceeds the last monetary settlement offer amount proffered by the losing party not less than sixty (60) days prior to initiation of trial.

5. Exhibits. All Exhibits referenced herein and attached hereto are by this reference incorporated herein and made a part hereof.

6. Applicable Law; Jurisdiction; Venue. The terms of this Agreement shall be governed by the laws of the State of Georgia. The parties hereto hereby consent to jurisdiction and venue regarding enforcement of the terms of this Agreement in the superior courts of Hall County, Georgia.

7. Terminology. All personal pronouns used in this Agreement, whether used in the feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice-versa. Titles of articles and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

8. Covenants to Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create the equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9. Notice.

(a) Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by nationally recognized air express courier or registered or by certified mail, postage prepaid, return receipt requested, and, if to Renaissance, shall be delivered to the following addresses, respectively:

If to Developer:

106 Spring LLC
531 Pine Valley Road SE
Marietta, GA 30067
Attn: Fred Roddy, Registered Agent

If to the City:

City of Gainesville
P.O. Box 2496
Gainesville, GA 30503
Attn: Bryan Lackey, City Manager

with a separately sent copy to:

Hulsey, Oliver & Mahar
P.O. Box 1457
Gainesville, GA 30503
Attn: Abb Hayes, City Attorney

(b) Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner(s), which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

10. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of the Renaissance Property or the City Property, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an Agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11. Amendment & Modification by Owners. Owners may amend or modify this Agreement without the consent and joinder of all other Owners only in the following circumstance: Should the Owner of the Renaissance Property or the City Property desire to amend the restrictions, covenants or easements contained in this Agreement with respect to burdens affecting its own property and it having no effect on the other's property, then such amendment shall be effective by written, recorded instrument executed by such Owner together with the Owner(s) of any other property directly benefited by such restriction, covenants or easements and together with Renaissance and filed in the real property records of Hall County, Georgia. The execution of such an amendment by Owner(s) whose property is not directly benefited or harmed by such restriction shall not be required.

12. Independent Covenants. Each and every covenant contained herein shall be, for any and all purposes hereof, construed as separate and independent, and the breach of any

covenant by any party shall not release or discharge any party of its obligations under any other covenant.

WITNESS the hand and seal of the undersigned on the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

106 Spring LLC, a Georgia limited
liability company

Unofficial Witness

By: _____ (SEAL)
Name: Frederick Roddy
Title: Managing Member

Notary Public

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

City of Gainesville, a Georgia municipal
corporation

Unofficial Witness

By: _____ (SEAL)
Name: C. Danny Dunagan, Jr.
Title: Mayor

Notary Public

My commission expires:

[NOTARY SEAL]

ATTEST:

By: _____
Name: Denise Jordan
Title: City Clerk

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

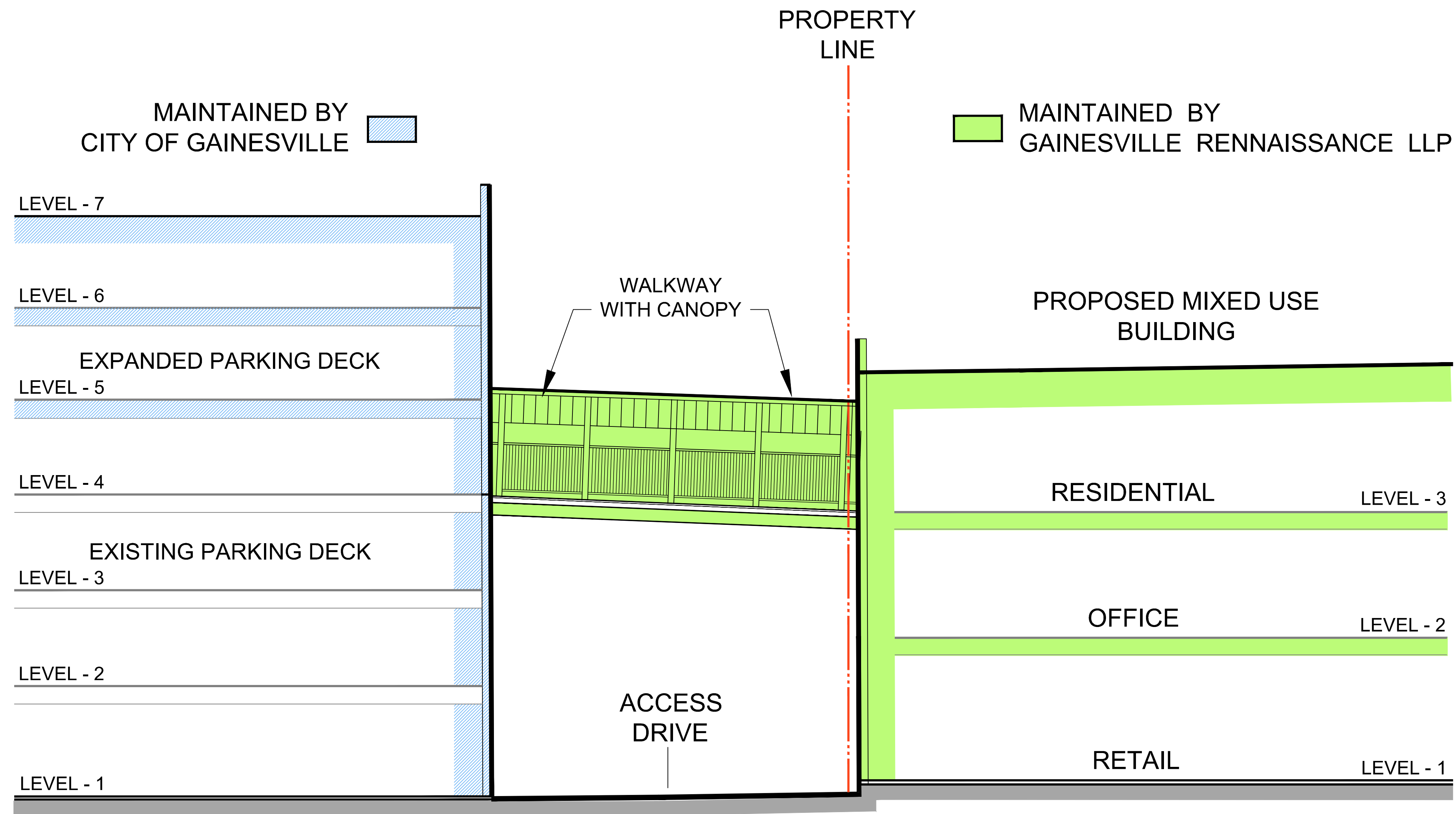
EXHIBIT “A”

LEGAL DESCRIPTION OF RENAISSANCE PROPERTY

All that tract or parcel of land situate, lying and being in Land Lot 148 of the 9th District, City of Gainesville, Hall County, Georgia, and being those parcels of land designated as Tract 2 and Tract 3, containing approximately 0.50 acres as shown on that certain plat of survey for 106 Spring LLC and City of Gainesville, prepared by Roger N. London, Georgia Registered Land Surveyor No. 2592, dated March 27, 2020, , recorded in Plat Book 879, Page 23, Hall County, Georgia Plat Records, the same being incorporated herein and made a part hereof by reference.

Subject to easements and restrictions of record.

Thursday, August 13, 2020 6:07:54am (continued)
N:\Projects\19-270 Civil\Drawings\Exhibit - FINAL\19270 Exhibit-7 08-13-20.dwg [EX-7]



WALKWAY BRIDGE MAINTENANCE AGREEMENT

SCALE: 1" = 8'
8' 0 8' 16' 24 FEET

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road, Suite 275, Alpharetta, GA 30005
770.674.2600 / www.rlrpc.com

GAINESVILLE RENAISSANCE
106 SPRING STREET, S.W., GAINESVILLE, GEORGIA 30501
LAND LOT 148, 9TH DISTRICT, HALL COUNTY, GEORGIA
FOR: **GAINESVILLE RENAISSANCE, LLP.**
3978 SWEET BOTTOM DRIVE, DULUTH, GA 30096
CONTACT MR. FRED RODDY; PHONE: 678-778-0256

REVISIONS	
1	CITY COMMENTS 07-27-20
2	CITY COMMENTS 08-13-20

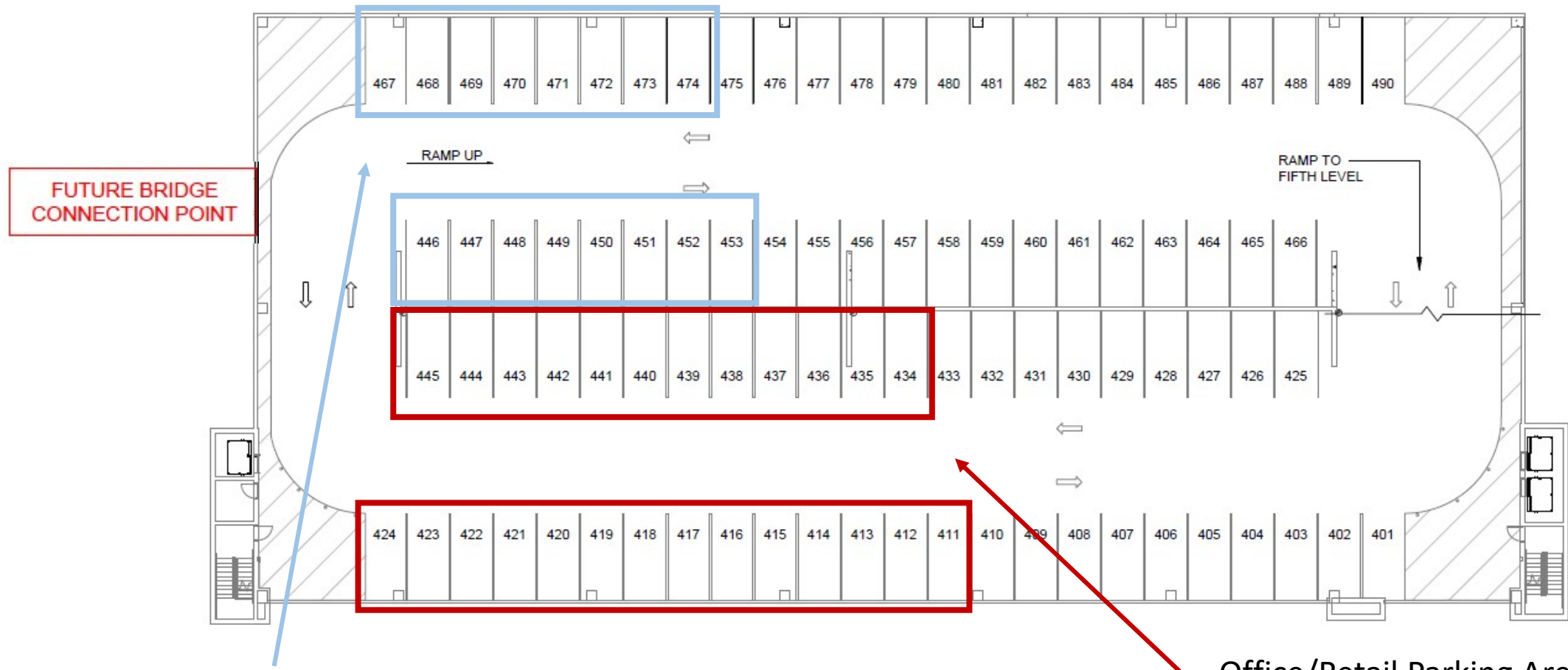
**WALKWAY BRIDGE
MAINTENANCE
AGREEMENT**

DATE: 11-05-19

PROJECT NUMBER: 19-270

SHEET NUMBER: EX-7

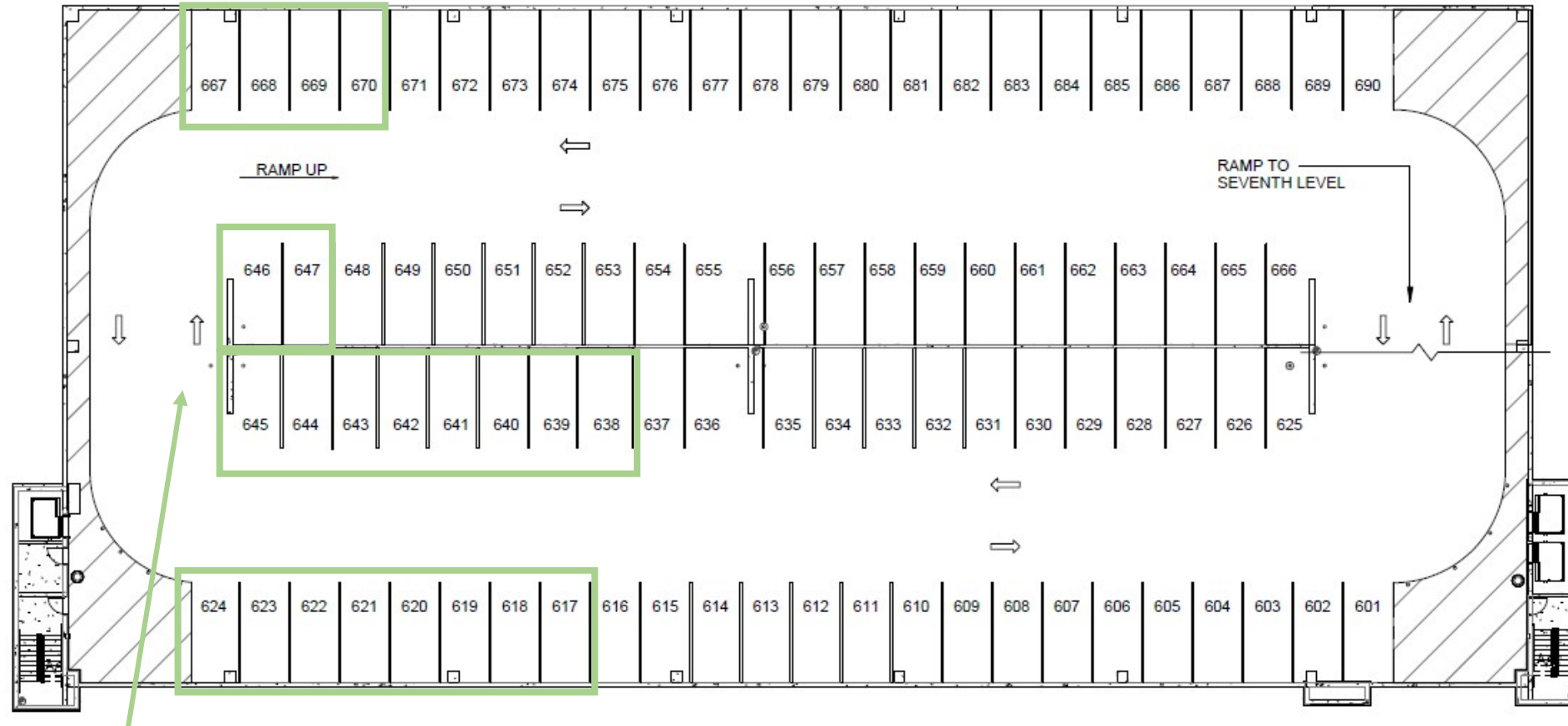
Parking Easement Area
Exhibit 8



Residential Parking Area Easement:
446-453 & 467-474; Full Time

Office/Retail Parking Area Easement:
411-424 & 434-445
7:00 AM – 5:00 PM, Monday - Friday

Parking Easement Area Exhibit 8



Office/Retail Parking Area Easement:
617-624, 638-647, 667-670
7:00 AM – 5:00 PM, Monday - Friday



CONCEPTUAL ELEVATION
GAINESVILLE RENAISSANCE

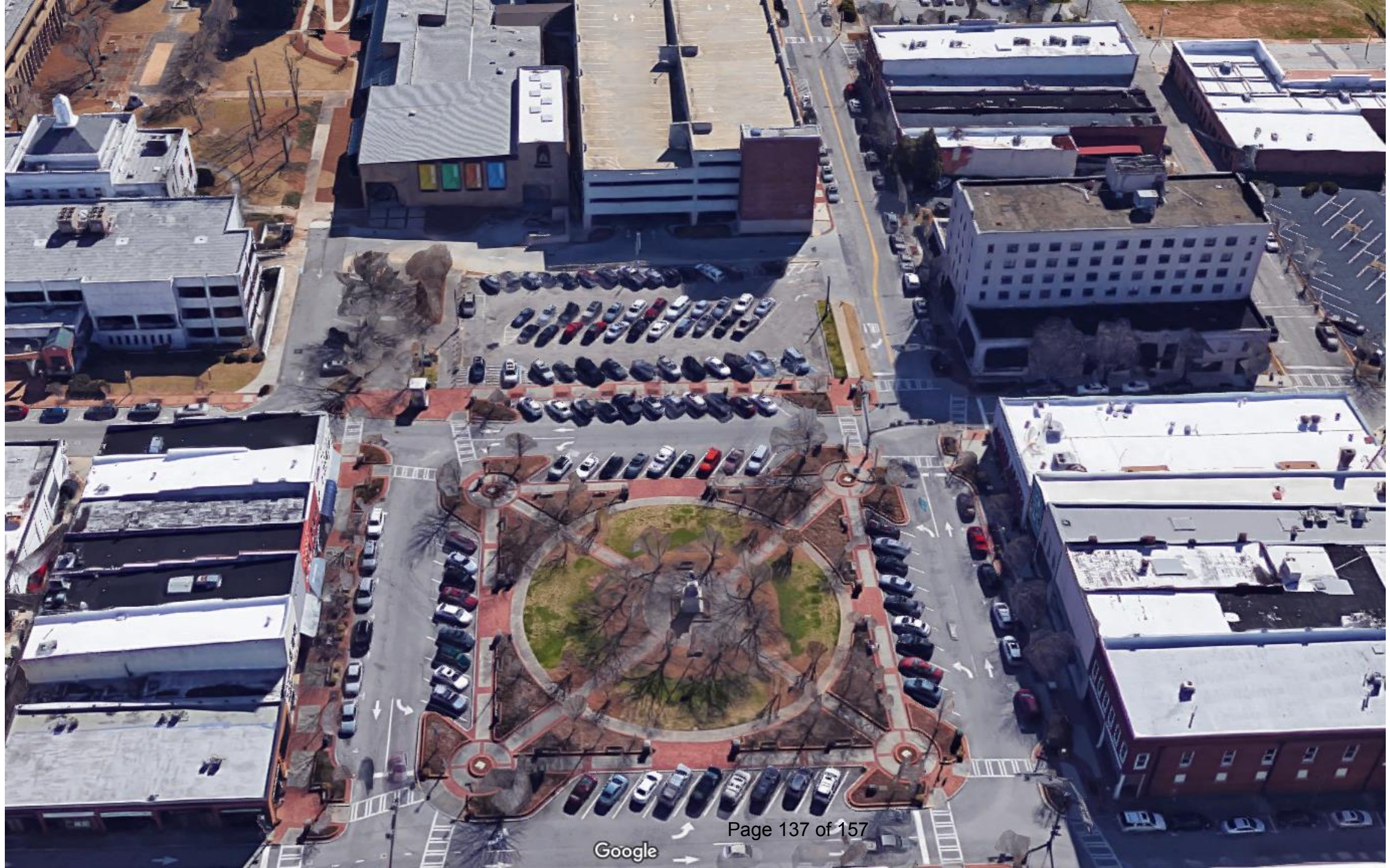
GAINESVILLE

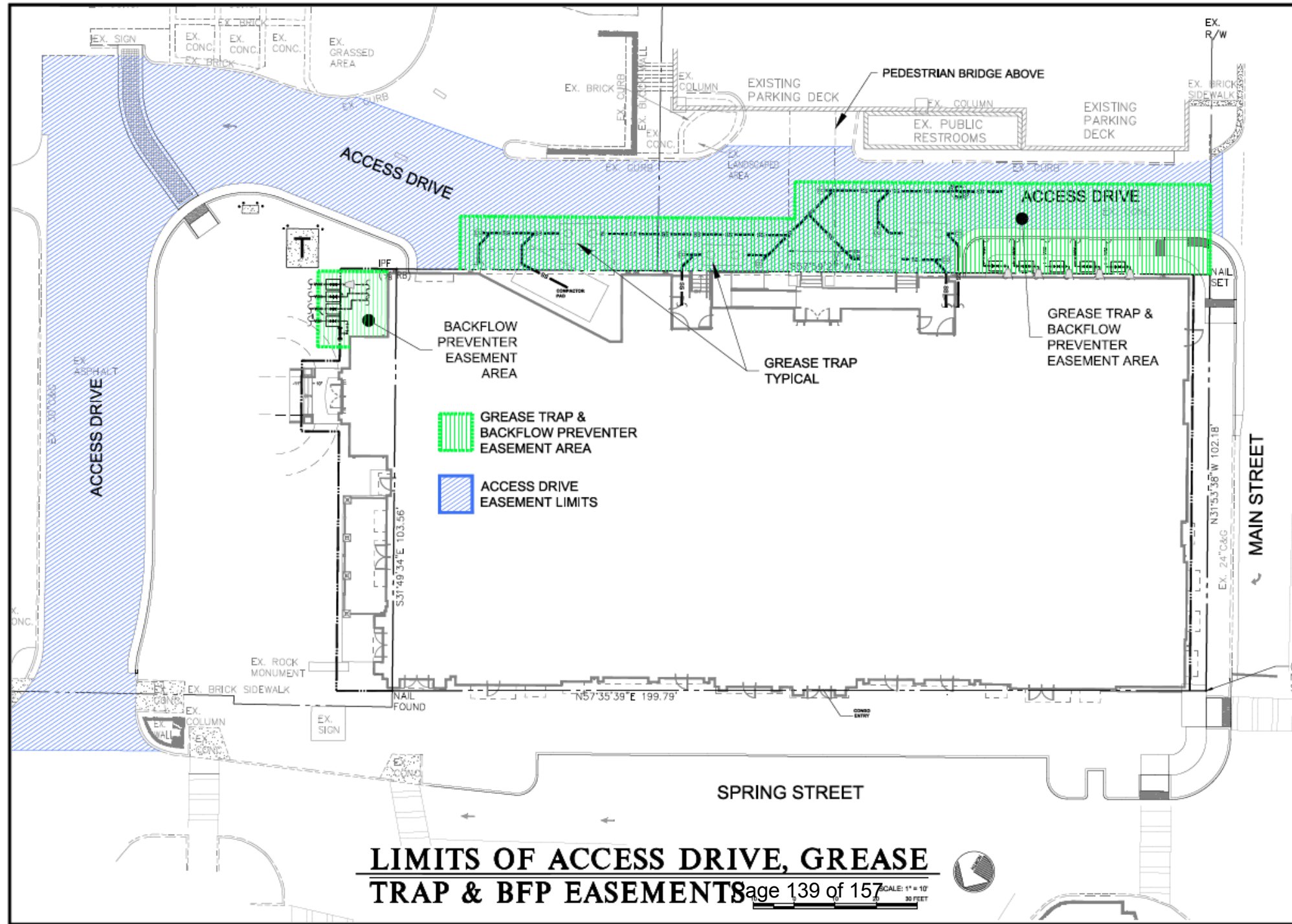
GEORGIA



ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS

RLR PROJECT# 17-106
DATE: 08-21-2019





LIMITS OF ACCESS DRIVE, GREASE TRAP & BFP EASEMENTS

Page 139 of 157

SCALE: 1" = 10' 30 FEET



ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3440 Preston Ridge Road, Suite 275, Alpharetta, GA 30005
770.574.2600 / www.rlrpc.com

GAINESVILLE RENAISSANCE
106 SPRING STREET, S.W., GAINESVILLE, GEORGIA 30601
LAND LOT 148, 9TH DISTRICT, HALL COUNTY, GEORGIA
FOR
GAINESVILLE RENAISSANCE, LLP.
3978 SWEET BOTTOM DRIVE, DULUTH, GA 30096
CONTACT MR. FRED KODDY, PHONE: 678-778-4256

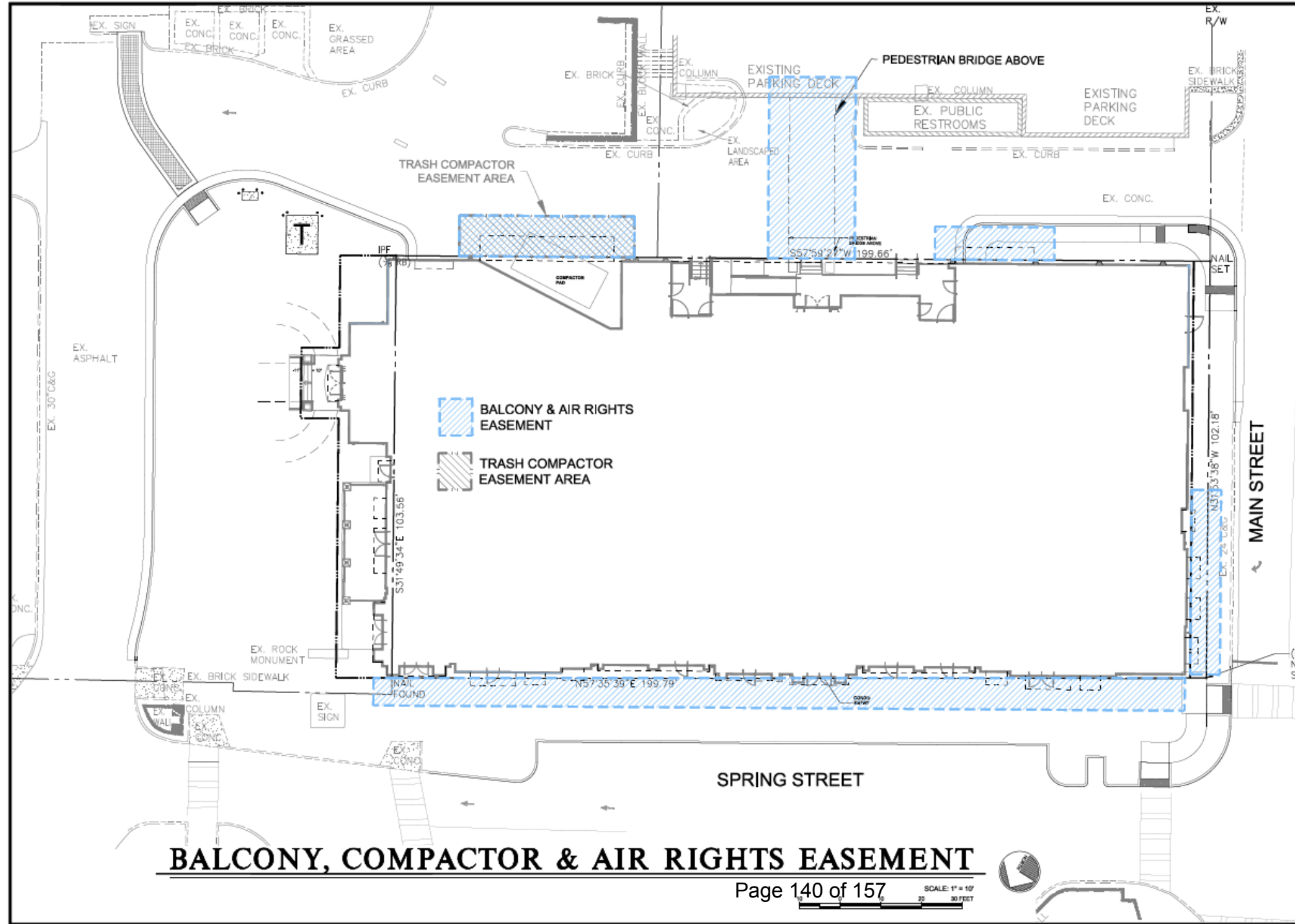
REVISIONS
✓ UPDATED EASEMENT AREAS
04-16-20

SHEET TITLE
LIMITS OF ACCESS DRIVE, GREASE TRAP & BFP EASEMENTS

DATE
02-14-20

PROJECT NUMBER
19-270

DATE REVISION
EX - 2



BALCONY, COMPACTOR & AIR RIGHTS EASEMENT

Page 140 of 157

SCALE: 1" = 10'
30 FEET

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3440 Preston Ridge Road, Suite 275, Alpharetta, GA 30005
770.674.2600 / www.rlrc.com

GAINESVILLE RENAISSANCE
106 SPRING STREET, S.W., GAINESVILLE, GEORGIA 30601
LAND LOT 148, 9TH DISTRICT, HALL COUNTY, GEORGIA
GAINESVILLE RENAISSANCE, LLP.
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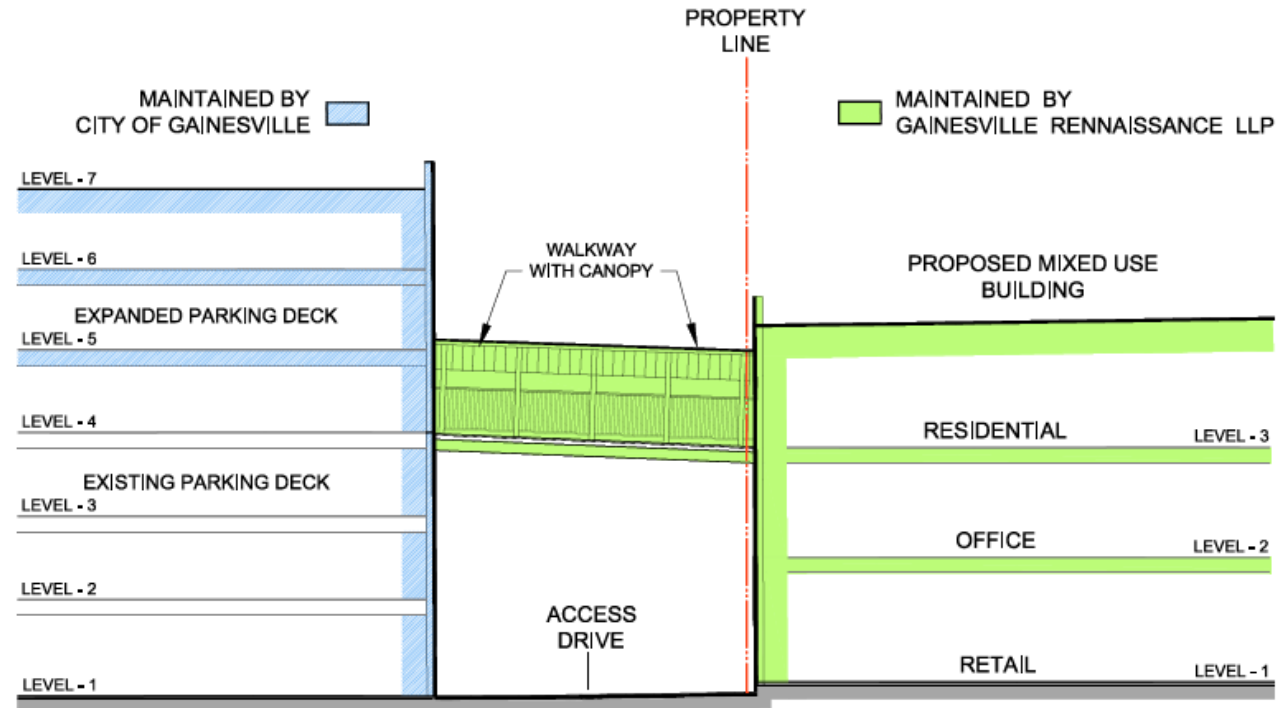
REVISIONS
✓ UPDATED EASEMENT
AREAS
04-16-20

**BALCONY,
COMPACTOR &
AIR RIGHTS
EASEMENT**

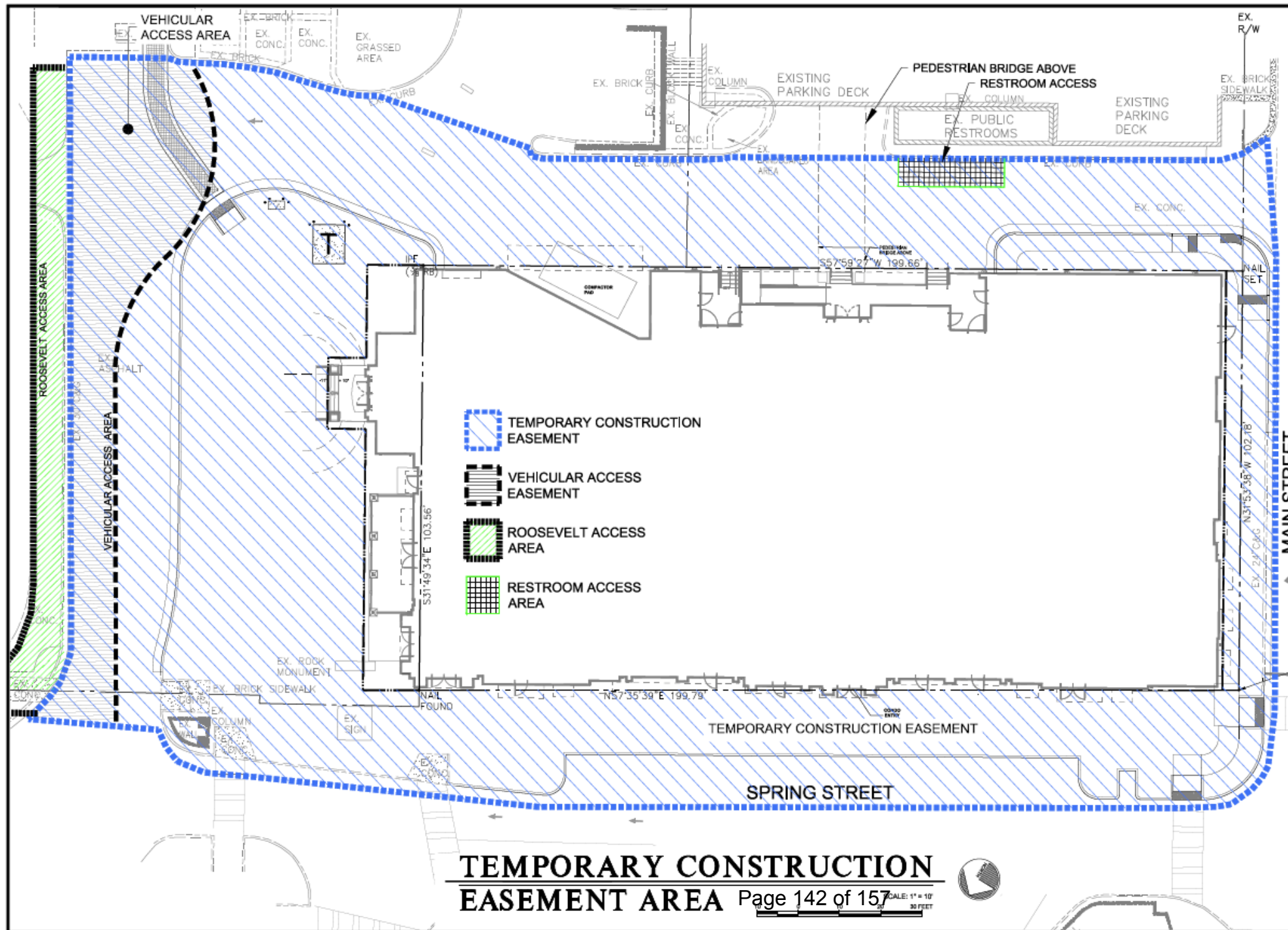
DATE
02-14-20

PROJECT NUMBER
19-270

EX - 6



WALKWAY BRIDGE MAINTENANCE AGREEMENT



TEMPORARY CONSTRUCTION EASEMENT AREA



RENAISSANCE TIMELINES

Parking Lot Closed to the Public : September 13th

Groundbreaking Ceremony : September 16th

Projected Completion : Winter 2021

Great things are coming!

DINING • LIVING • LEISURE

COMING SOON



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/25/2020
Presenter: Bryan Lackey
Item of Business: Solid Waste Update
Meeting Date: 8/27/2020

Purpose of Request:

The purpose of this request is to provide an update regarding the new trash cans.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

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:

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/21/2020
Presenter: Abb Hayes
Item of Business: Resolution: Tax Levy Resolution for School District General
Obligation Bonds
Meeting Date: 8/27/2020

Purpose of Request:

The purpose of this resolution is to authorize general obligation bonds for the school system.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

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
 2020 School District General Obligation Bonds	Resolution

TAX LEVY RESOLUTION FOR SCHOOL DISTRICT GENERAL OBLIGATION BONDS

WHEREAS, pursuant to a bond resolution adopted on July 20, 2020 and a supplemental bond resolution adopted on August 19, 2020 (collectively, the "Bond Resolution"), the Board of Education of the City of Gainesville (the "Board of Education"), as managing and controlling body of the School District of the City of Gainesville (the "District"), a political subdivision of the State of Georgia, authorized the issuance of School District of the City of Gainesville (Georgia) General Obligation Bonds in the aggregate principal amount of \$75,000,000 (the "Bonds"), for the purpose of providing funds to the District to pay or to be applied toward the cost of (i) acquiring, constructing and equipping new schools, including a new middle school; (ii) acquiring, constructing and equipping new school buildings and facilities on the campus of Gainesville High School and other existing school campuses and system-owned sites, including fine arts facilities, athletic facilities, media centers, kitchens, cafeterias, advanced studies facilities, student activity facilities, and other school system facilities; (iii) acquiring real estate and conducting site preparation of real estate for school district purposes; (iv) remodeling, renovating and equipping classrooms, instructional and support space and other school district facilities at existing school system facilities; (v) acquiring furnishings, equipment and fixtures for new and existing facilities system-wide, including safety and security equipment; (vi) acquiring new technology infrastructure and equipment, including but not limited to cyber security resources, digital resources, software, laptops, e-books, and e-book readers; (vii) acquiring school buses, vehicles, and transportation and maintenance equipment; and (viii) paying expenses incident thereto; and

WHEREAS, the Board of Education, being charged with the duty of managing the affairs of the District, has determined that in order to pay the principal of and the interest on the Bonds as the same become due and payable, whether by maturity, redemption or otherwise, to the extent such interest is not paid from the construction fund to be created with the proceeds of the Bonds, it is necessary that there be levied an annual tax upon all the taxable property in said District sufficient to raise the amounts set forth below in each of the calendar years set forth below; and

WHEREAS, proper certificates and recommendations have been made that a direct annual tax for such purposes be made in the amounts and for the years hereinafter stated; and

WHEREAS, it is necessary that a tax be levied for the purpose of paying the principal of and interest on the Bonds due in each year, whether by maturity, redemption or otherwise.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Gainesville, Georgia, and it is hereby resolved by authority of same, that there shall be and is hereby levied upon all the taxable property in the District subject to taxation for school bond purposes, a direct annual tax sufficient to raise in each of the years set forth below the sums set forth below in order to pay the principal of and interest on the Bonds as follows:

Date	Principal	Interest	Total P&I
11/01/2020	\$ --	\$399,196.94	\$ 399,196.94
05/01/2021	--	1,562,075.00	1,562,075.00
11/01/2021	--	1,562,075.00	1,562,075.00
02/01/2022	--	1,562,075.00	1,562,075.00
11/01/2022	--	1,562,075.00	1,562,075.00
05/01/2023	--	1,562,075.00	1,562,075.00
11/01/2023	2,450,000	1,562,075.00	4,012,075.00
05/01/2024	--	1,500,825.00	1,500,825.00
11/01/2024	2,570,000	1,500,825.00	4,070,825.00
05/01/2025	--	1,487,975.00	1,487,975.00
11/01/2025	2,600,000	1,487,975.00	4,087,975.00
05/01/2026	--	1,422,975.00	1,422,975.00
11/01/2026	2,730,000	1,422,975.00	4,152,975.00
05/01/2027	--	1,354,725.00	1,354,725.00
11/01/2027	2,865,000	1,354,725.00	4,219,725.00
05/01/2028	--	1,283,100.00	1,283,100.00
11/01/2028	3,005,000	1,283,100.00	4,288,100.00
05/01/2029	--	1,207,975.00	1,207,975.00
11/01/2029	3,160,000	1,207,975.00	4,367,975.00
05/01/2030	--	1,128,975.00	1,128,975.00
11/01/2030	3,315,000	1,128,975.00	4,443,975.00
05/01/2031	--	1,046,100.00	1,046,100.00
11/01/2031	3,480,000	1,046,100.00	4,526,100.00
05/01/2032	--	976,500.00	976,500.00
11/01/2032	3,620,000	976,500.00	4,596,500.00
05/01/2033	--	904,100.00	904,100.00
11/01/2033	3,765,000	904,100.00	4,669,100.00
05/01/2034	--	828,800.00	828,800.00
11/01/2034	3,915,000	828,800.00	4,743,800.00
05/01/2035	--	750,500.00	750,500.00
11/01/2035	4,070,000	750,500.00	4,820,500.00
05/01/2036	--	669,100.00	669,100.00
11/01/2036	4,235,000	669,100.00	4,904,100.00
05/01/2037	--	584,400.00	584,400.00
11/01/2037	4,405,000	584,400.00	4,989,400.00
05/01/2038	--	496,300.00	496,300.00
11/01/2038	4,580,000	496,300.00	5,076,300.00
05/01/2039	--	404,700.00	404,700.00
11/01/2039	4,765,000	404,700.00	5,169,700.00
05/01/2040	--	309,400.00	309,400.00
11/01/2040	4,955,000	309,400.00	5,264,400.00
05/01/2041	--	210,300.00	210,300.00
11/01/2041	5,155,000	210,300.00	5,365,300.00
05/01/2042	--	107,200.00	107,200.00
11/01/2042	5,360,000	107,200.00	5,467,200.00

Said several sums are hereby irrevocably pledged and appropriated to the payment of the principal and interest on the Bonds as the same become due and payable, whether by maturity, redemption or otherwise.

The said several sums shall be collected by the Tax Office of the City of Gainesville in each of said years, and shall be annually paid into a fund to be maintained for and applied to the payment of principal and interest on the Bonds when due and provisions to meet the requirements of this paragraph shall be made annually thereafter, upon receipt of an annual certificate from the Board of Education certifying the rate of tax levy (if any) necessary to pay such debt service on the Bonds.

BE IT FURTHER RESOLVED by the authority aforesaid that all orders and resolutions in conflict with this resolution are hereby repealed.

Adopted this ____ day of _____, 2020.

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

972046-3

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 8/21/2020
Presenter: Abb Hayes
Item of Business: Resolution: Settlement Agreement with Atlanta Gas Light Company
Meeting Date: 8/27/2020

Purpose of Request:

The purpose of this resolution is to resolve an overpayment.

History/Background:

The City entered into a franchise agreement with Atlanta Gas Light (AGL) Company on March 1, 2016. City ordinance requires AGL to pay a franchise fee each year. A miscalculation occurred causing an overpayment in 2016-2017.

Facts & Issues for Consideration:

Staff recommends resolving the overpayment through a discounted lump sum payment of \$97,363.93 to the Atlanta Gas Light Company.

Department Recommendation:

Adopt the resolution.

Department Director:

Bryan Lackey

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

No

Amount Requested:

97,363.93

Source of Funds:

Fund Balance

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Settlement Agreement Atlanta Gas Light Company	Resolution
☐ Atlanta Gas Light Company Settlement Agreement	Contract/Agreement/MOU

RESOLUTION BR-2020-

Settlement Agreement with Atlanta Gas Light Company

WHEREAS, the City of Gainesville, Georgia and Atlanta Gas Light Company ("AGL") are parties to a franchise agreement, pursuant to which AGL pays annual franchise fees to the City; and

WHEREAS, due to a miscalculation, AGL overpaid franchise fees to the City for 2016-2017 ("2016-2017 Overpayment"); and

WHEREAS, the City and AGL have worked together to resolve issues relating to the 2016-2017 Overpayment; and

WHEREAS, the City and AGL have reached an agreement, set forth in the Settlement Agreement attached to this Resolution ("Settlement Agreement"), with an effective date of September 1, 2020, pursuant to which the City will pay \$97,363.93 to AGL to resolve all issues relating to the 2016-2017 Overpayment; and

WHEREAS, the City desires to accept and execute the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the acceptance and execution of the Settlement Agreement. The governing body for the City of Gainesville hereby directs the Mayor, the City Manager and the City Attorney to execute all such documents and agreements that may be necessary to complete the acceptance of the Settlement Agreement and the satisfaction of the terms and conditions set forth in the Settlement Agreement.

Adopted this ____ day of _____, 2020.

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

SETTLEMENT AGREEMENT

ATLANTA GAS LIGHT COMPANY (“AGL”) and THE CITY OF GAINESVILLE, GEORGIA (the “City”) (collectively, the “Settling Parties”) enter into this Settlement Agreement (the “Agreement”) as of the 1st day of September, 2020 (the “Effective Date”).

RECITALS

WHEREAS, AGL and the City entered into a franchise agreement on March 1, 2016, in which AGL and the City agreed to the terms and conditions of the franchise agreement set forth within the City’s Ordinance No. 2015-37; and

WHEREAS, under section 6-20-4(b) of the City’s Ordinance No. 2015-37, AGL must pay the City franchise fee each year, which is calculated by multiplying the Franchise Fee Factor (\$14.59) by the Dedicated Design Day Capacity (“DDDC”) in the City as of the last day of the previous fiscal year; and

WHEREAS, for 2016-2017, the DDDC was 810.755 dekatherms and based on this calculation, the franchise fees for 2016-2017 should have been \$11,828.92; and

WHEREAS, the DDDC for 2016-2017 was initially miscalculated as 13,530 and AGL paid the City \$197,402.70, which lead to the overpayment of franchise fees in the amount of \$185,573.78 (the “2016-2017 Overpayment”); and

WHEREAS, AGL has been withholding franchise fees payments to the City in order to recoup the 2016-2017 Overpayment; and

WHEREAS, the Settling Parties desire to resolve this 2016-2017 Overpayment through a discounted lump sum payment made by the City to AGL.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in full and complete settlement of the matters and things recited herein, and for other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties do hereby covenant and agree with each other as follows:

1. Payment by the City to AGL

The City agrees to pay \$97,363.93 by check made payable to AGL within 30 days after receipt of executed copies of this Agreement by the Settling Parties.

2. Mutual Limited Release

Except for the obligations contained within this Agreement, or otherwise as expressly provided for herein, (i) AGL, and its respective legal representatives, successors, and assigns, if any may exist at any time, and together with their respective members, officers, directors, employees, agents, insurer(s), and attorneys acting in any of such capacities, and (ii) the City and its respective legal representatives, successors, and assigns, if any may exist at any time, and together with their respective members, officers, directors, employees, agents, insurer(s), and attorneys acting in any of such capacities, (collectively, the “Released and Releasing Parties”), release one another from any and all manner of rights, claims, demands, obligations, damages, actions, causes of action, or suits, whether known or unknown, which any Released and Releasing Party now has, or ever had, against any other Released and Releasing Party for, upon or by reason of any matter, cause, obligation, or thing whatsoever, on or at any time prior to the date of this Agreement arising out of or related to the 2016-2017 Overpayment. This release is intended to be as broad as possible, and to encompass all claims between or amongst the Released and Releasing Parties arising out of or related to the 2016-2017 Overpayment. Notwithstanding the foregoing, this release is NOT intended to release any claims arising from or related to any other City franchise fee payment other than the 2016-2017 Overpayment, as that term is defined herein.

3. Full Settlement

Without admitting fault or liability with respect to any matter in or covered by the release set forth in the above paragraph, each of the Settling Parties acknowledges and agrees that the 2016-2017 Overpayment is intended to be, and shall be, settled, compromised, and discharged in full by the execution of this Agreement, and they hereby waive any rights, statutory, or otherwise, to any claims arising out of the 2016-2017 Overpayment, except to the extent that any such rights are expressly preserved herein.

4. Attorneys' Fees, Costs, and Expenses

The Parties shall bear their own attorneys' fees, costs, and expenses in connection with this Agreement. If any Party files an action for a breach of this Agreement, the prevailing party will be entitled to recover all reasonable, actual attorneys' fees, costs, and expenses incurred in prosecuting or defending that action.

5. Governing Law

The Settling Parties agree that the law of the State of Georgia shall govern and control the interpretation and performance of this Agreement.

6. Construction

This Agreement, and any documents or instruments delivered pursuant thereto, shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of this Agreement, and such other related documents and instruments, shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

7. Successors and Assigns

The Parties agree that the terms, covenants, and obligations set forth herein shall inure to the benefit of and be binding upon each of their respective agents, attorneys, employees, representatives, administrators, executors, successors, and assigns.

8. Headings

The headings herein have been used to designate the various sections of this Agreement and are solely for convenience and ease of reference and shall not be construed in any event or manner as interpretative of this Agreement.

9. Entire Agreement

It is expressly understood that the provisions of this Agreement as stated herein, including the initial recitals, are contractual and material, and that this Agreement contains the entire understanding of the Settling Parties and supersedes any and all prior understandings, agreements, or representations, either oral or in writing, between the Settling Parties with respect to the subject matters herein.

10. Binding Agreement

This Agreement shall be binding upon the parties hereto, and the obligations hereunder shall inure to the benefit of their respective heirs, legal representatives, successors, and assigns.

11. Modification

This Agreement shall not be amended, altered, revised, modified, terminated, or changed, except by further written agreement by the Parties.

12. Severance

If any provision of this Agreement is found to be contrary to law or void, the remainder of the Agreement shall be considered valid and enforceable and shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13. Multiple Counterparts

This Agreement may be signed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument binding upon the Parties, notwithstanding that each Party is not a signatory to the same counterpart. Any scanned PDF counterparts shall be considered originals.

14. Mutual Non-Disparagement

As a further express condition and material inducement to enter into this Agreement, the Settling Parties each agree, covenant, warrant, and represent to the other that, on and after the Effective Date, they will not in any capacity or manner whatsoever, whether directly or indirectly by request, suggestion, encouragement or inducement to or through any third parties, make, communicate, disseminate, convey or transmit (whether verbally, electronically or in writing), any statement, message, opinion, observation, remark, comment or declaration that is negative, derogatory, untrue, disparaging, critical of, or that impugns the reputation or integrity of the other or the other's respective shareholders, members, directors, managers, officers, employees, successors, parents, subsidiaries, affiliates, divisions, agents, assigns and/or representatives (collectively, "Prohibited Statements"). Without limiting the foregoing and by way of example only, the Parties both individually agree: (i) not to engage in Prohibited Statements through any press releases, interviews or other communications through any written or broadcast media; (ii)

not to post Prohibited Statements through any signage; and (iii) not to post Prohibited Statements on Facebook, Twitter, Instagram or any other forms of social media operating over the internet.

15. Authority of Signatories

Each person signing this Settlement Agreement on behalf of an entity represents and warrants that he/she is properly authorized to sign on behalf of the entity and that the entity has appropriately taken all action necessary to authorize the person signing on its behalf to bind the entity to the terms of this Agreement.

The Parties hereto have executed this **SETTLEMENT AGREEMENT** as of the Effective Date set forth above.

ATLANTA GAS LIGHT COMPANY

By: _____ Dated: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM

CITY OF GAINESVILLE

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

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

Dated: _____

CITY SEAL