



Work Session Agenda
Thursday, August 31, 2023, 9:00 AM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES:

Community Service Center

- Resolution: FY25 Section 5307 Grant Application & Contract Phillippa Lewis-Moss

Community & Economic Development

- Resolution: Property Acquisition from CSX Transportation, Inc. (East/West Spur) Jessica Tullar
- **Public Hearing Item: September 5, 2023 Council Meeting** Abb Hayes
Request from **Jose Carrillo** to rezone a 1.42± acres tract located on the northeast side of the intersection of Atlanta Highway and Hospital Drive, and the southeast side of the intersection of Atlanta Highway and Hilltop Street (a/k/a **805 Hospital Drive, SW**) from General Business (G-B) to Planned Unit Development (P-U-D).
Ward Number: Five. Tax Parcel Number(s): 00-132-005-003. **Request: Mixed-use.**

CITY MANAGER ISSUES:

MAYOR ISSUES:

- Appointment: Convention & Visitors Bureau Authority Sam Couvillon

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Tuesday, August 29, 2023, 11:45 AM



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: August 4, 2023
Date Submitted: August 24, 2023
Final Approval Date: August 29, 2023
Presenter: Phillippa Lewis-Moss, Community Service Center Director
Item of Business: Resolution: FY25 Section 5307 Grant Application & Contract
Meeting Date: August 31, 2023

Purpose of Request:

To approve a request for an FY25 Section 5307 Grant Application and Subsequent Contract.

Facts & Issues / History & Background:

The FTA Section 5307 grant provides 80% of funding for capital expenses and 50% of operating expenses for Hall Area Transit.

Department Recommendation:

Approve the resolution.

Department Director:

Phillippa Lewis-Moss

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

Amount Requested:

Sources of Funds: FY25 General Funds from Gainesville and Hall County Governments. Funds will be requested through annual budget process.

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution FY25 Section 5307 Grant Application and Contract

RESOLUTION GR-2023 - ____

FY25 SECTION 5307 GRANT APPLICATION & CONTRACT

WHEREAS, this is a resolution authorizing the filing of an application with the Department of Transportation, United States of America, and Georgia Department of Transportation, for a grant under TITLE 49 U.S.C., SECTION 5307; and

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED THAT BY the City of Gainesville (Hall Area Transit), hereinafter referred to as the "Applicant":

1. That the Designated Official Bryan Lackey, is authorized to execute and file an application on behalf of the City of Gainesville (Hall Area Transit) with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business

RESOLUTION GR-2023 - ____

FY25 SECTION 5307 GRANT APPLICATION & CONTRACT

Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2022 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

Adopted this ____ day of _____, 2023.

W. Samuel Couvillon, 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

Work Session Agenda Request

Item Created: August 26, 2023
Date Submitted: August 28, 2023
Final Approval Date: August 30, 2023
Presenter: Jessica Tullar, Neighborhood Development Manager
Item of Business: Resolution: Property Acquisition from CSX Transportation, Inc. (East/West Spur)
Meeting Date: August 31, 2023

Purpose of Request:

Resolution to authorize the purchase of an abandoned east/west railroad spur (and associated right-of-way) from CSX Transportation, Inc.

Facts & Issues / History & Background:

The 3.53± acre tract is an abandoned railroad spur owned by CSX Transportation, Inc. that runs easterly from Grove Street to Athens Street. The City obtained a Purchase Sale Agreement on this property in February 2023, and has completed the required due diligence. Upon acquisition, the property will be submitted to the Georgia Brownfields Program in order to obtain limitation of liability for redevelopment as a multiuse recreational trail that will extend the Midland Greenway from the Engine 209 Train Park to the Athens Street neighborhood.

Department Recommendation:

Approval of resolution.

Department Director:

Rusty Ligon

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

Amount Requested:

\$385,750

Sources of Funds:

CIP Fund (Project #96021)

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Property Acquisition from CSX Transportation Inc. (East/West Spur)
2. Location Map of CSX East/West Spur Property
3. Sale Agreement - CSX Railroad East-West Spur - Executed
4. Presentation: CCWS CSX East-West Spur

RESOLUTION BR-2023 - ____

Property Acquisition from CSX Transportation, Inc. (East/West Spur)

WHEREAS, the governing body of the City of Gainesville, Georgia (the “City”) has a desire to continue its efforts to provide economic and recreational opportunities for the citizens of Gainesville through the extension of the Midland Greenway; and

WHEREAS, the property owned by CSX Transportation, Inc. (the “Seller”), as more particularly described in the Purchase Sale Agreement described below, will be used by the City to extend the Midland Greenway from the Engine 209 Train Park to the Athens Street neighborhood; and

WHEREAS, funding for the acquisition of the subject property was approved as part of the FY24 Capital Projects Budget for the CSX East/West Spur; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt and ratify the Purchase Sale Agreement between the City and the Seller, with an Execution Date of February 14, 2023, and does hereby authorize the purchase of the property owned by the Seller.

BE IT FURTHER RESOLVED THAT the governing body hereby authorizes the Mayor, the City Manager and the City Attorney to execute the Purchase Sale Agreement with the City and the Seller, as well as all other such documents and agreements that may be necessary to complete the closing of the purchase of the property.

Adopted this ____ day of September, 2023.

W. Samuel Couvillon, 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.

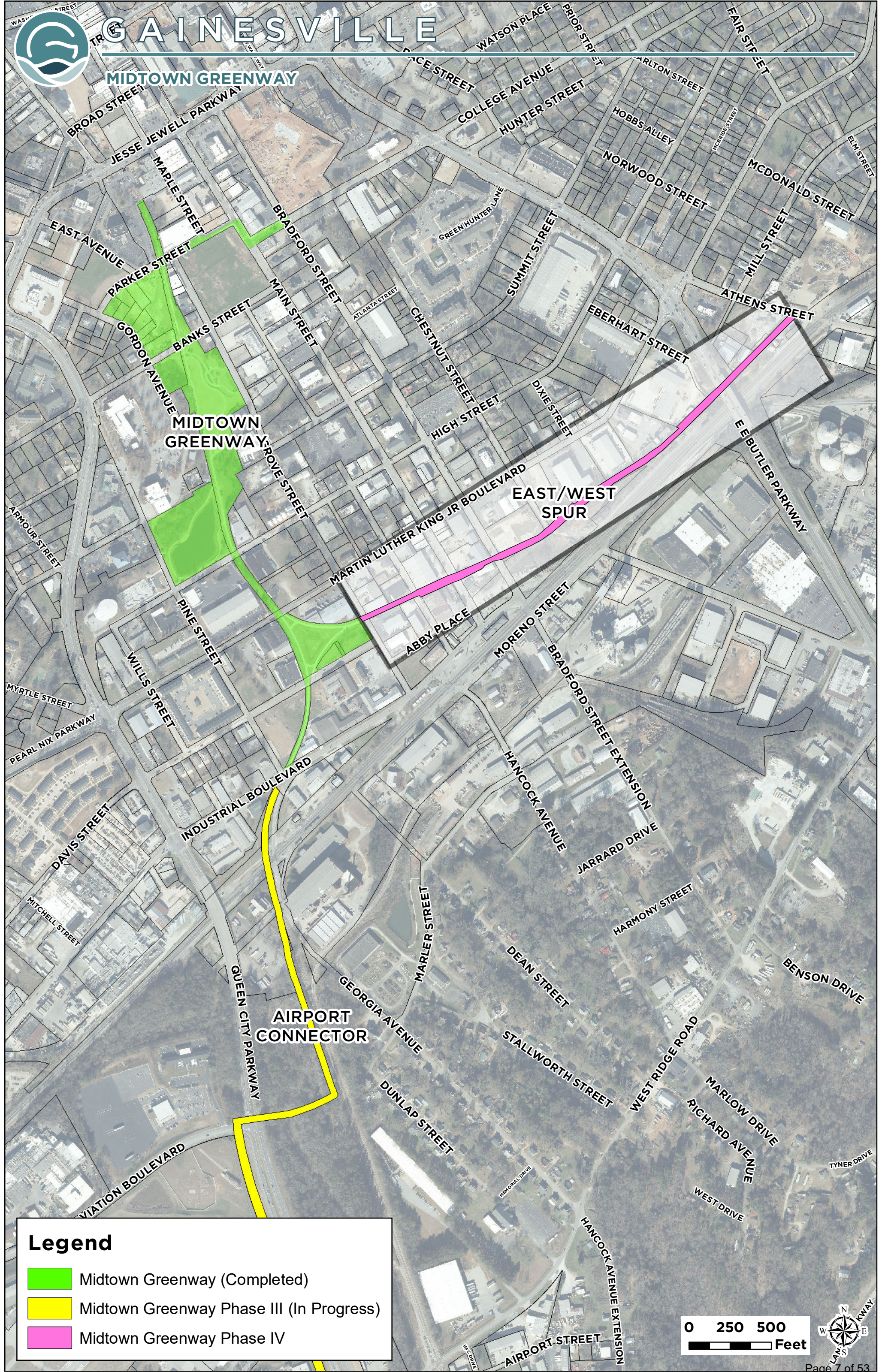
ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE

MIDTOWN GREENWAY



Legend

-  Midtown Greenway (Completed)
-  Midtown Greenway Phase III (In Progress)
-  Midtown Greenway Phase IV



PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o Real Estate Department, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, hereinafter called the "Seller", and the City of Gainesville, Georgia, a Georgia municipality, whose address is 300 Henry Ward Way, Gainesville, Georgia 30501, hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Premises". The Premises is located at Gainesville, County of Hall, State of Georgia, and contains 3.53 acres, more or less.

2. PRICE:

2.1 The purchase price for the Premises is THREE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$385,750.00) (hereinafter the "Purchase Price").

3. Reserved.

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of forty-five (45) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

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4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

5. CONTINGENCIES:

5.1 This Agreement is contingent upon the following events, if any:

- (a) Sections 8, 10, 13 and 14 herein, and,
- (b) Seller's receipt and approval of Buyer's Soil Management Plan and Capping Plan as outlined in Exhibit B.

5.2 The contingencies listed in Section 5.1 above must be satisfied or complied with within six (6) months from the Execution Date (the "Contingency Date"). If the contingencies listed in Section 5.1 are not satisfied or complied with by the Contingency Date, Buyer may, at Buyer's sole option, elect to terminate this Agreement by written notice to Seller given on or before the Contingency Date. If terminated, Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises. If written notice to terminate is not given by Buyer to Seller on or before the Contingency Date, the option to terminate and the contingencies other than 5.1 (a) and (b) which must be met, shall be deemed waived, and Buyer and Seller will proceed to Closing in accordance with the remaining terms of this Agreement.

6. DEED:

6.1 As early as practicable after execution of this Agreement by all parties, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of thirty (30) calendar days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the thirty (30) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and

all existing occupancies, encroachments, ways and servitudes, within thirty (30) days from the Execution Date. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as a recreational trail. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short-term child care of any kind, or (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

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EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

EXCEPTING unto Grantor the ownership of all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within or on the Premises; and RESERVING unto Grantor a railroad easement over the Premises shown on Exhibit A in each direction from center of the Track, for the continued location, maintenance, use, repair, replacement and removal of the Track, TOGETHER WITH the right of ingress and egress to and from the Track until removal. Said reserved railroad easement shall automatically terminate and all title in the Premises vest in Grantee upon cessation of use and removal of the Track by Grantor. **Grantor shall remove the Track, other than ballast, at its expense, within three hundred sixty five days (365) days after Closing.**

RESERVING unto Grantor, its successors and assigns, an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Premises, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Premises to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises for the location and operation of a recreational trail. The right to use the Premises for utilities shall remain with and be exclusive unto Grantor.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

8. SURVEY:

8.1 Immediately upon notice of Seller's acceptance of this Agreement, Buyer shall

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work to obtain a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense.

8.2 On or before the Contingency Date, Buyer shall furnish Seller with a metes and bounds description of the Premises in electronic format, and three (3) prints of a survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers. If Seller does not accept Buyer's Offer by executing this Agreement, Seller shall reimburse Buyer for the cost of the survey, and Buyer shall thereupon assign all rights therein and copies thereof to Seller.

9. **CLOSING:** Closing hereunder shall be held within thirty (30) days following the Contingency Date. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

10. **POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record): See Exhibit C. Seller will provide all documents relevant to the documents/relationships referenced in Exhibit C within thirty (30) days of the execution of this Agreement.

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. Likewise, during the term of this Agreement, should leases or licenses listed in (i) or (ii) above be determined to cover a continuing Seller obligation, said lease or license will be retained by Seller, after notice to Buyer. As to any items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

Seller shall cancel or terminate, at or prior to Closing the following: N/A

10.2 ***INTENTIONALLY OMITTED***

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right,

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title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 Seller shall have no duty to insure Buyer's interest or to amend or alter Seller's existing insurance policy(ies), if any, to reflect Buyer's interest. Damage to or destruction of the buildings or structures shall not be grounds for Buyer to terminate this Agreement or to postpone Closing. Upon acceptance of the Offer by Seller, as evidenced by Seller's execution of this Agreement, the risk of damage to or destruction of the buildings or structures shall be borne by Buyer until Closing or other termination of this Agreement. This provision shall survive Closing or termination.

10.6 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$1,000.00 prorated amount

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on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Buyer and Seller shall each indemnify and hold harmless the other with

respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct engineering tests (including drilling and coring for preconstruction soil analysis), and to inspect the Premises, including the performance of a Phase I Environmental Site Assessment, but NOT including any sampling and/or analysis of air, soil, surface water or groundwater at, in or under the Premises; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the entry, Seller reserves the right to monitor and approve all procedures in the conduct of any assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.

In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per

occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Railroad a Construction Risk Fee, currently THREE THOUSAND DOLLARS (\$3,000), and thereby be relieved of any obligation to purchase said RPL insurance.

Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.

Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all engineering work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental report(s) generated as part of buyer's environmental due diligence, including without limitation, any Phase I Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If Buyer is unwilling to accept the environmental condition of the Premises after assessment, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement. Under no circumstances shall Seller be required to correct, remedy or cure any environmental or other condition of the Premises as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, Buyer shall take the Premises "AS IS" at Closing; assume all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and release all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer further expressly assumes all

obligations, liability and responsibility for physical and/or environmental conditions of the Premises up to and including the date of Closing, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom.

13.6 INTENTIONALLY OMITTED

13.7 INTENTIONALLY OMITTED

13.8 The Buyer's environmental assessment (NOT including any sampling and/or analysis of air, soil, surface water or groundwater at, in or under the Premises) or (as described in Section 13.1) shall be completed prior to the Contingency Date.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement, Seller may elect to terminate this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums

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when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
c/o Real Estate Department – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Sarah Watson
E-mail: Sarah_Watson@csx.com
Phone: (904) 279-3924

Notices to Buyer shall be sent to:

City of Gainesville, Georgia
Attn: Bryan Lackey, City Manager
Email: blackey@gainesvillega.gov
Phone: 770-297-5495

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall

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not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. **TIME OF ESSENCE:** Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

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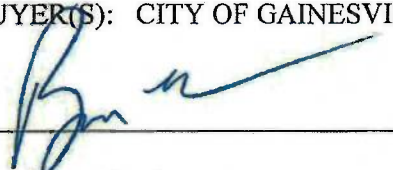
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 25th day of January, 20 23, in duplicate, each of which shall be considered an original.

WITNESS(ES):

BUYER(S): CITY OF GAINESVILLE



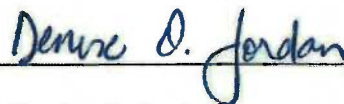


Print Name: Bryan Lackey
Print Title: City Manager

(SEAL)



Attest:



Print Name: Denise O. Jordan
Print Title: City Clerk

APPROVED AS TO FORM


Abbott S. Hayes, Jr., City Attorney

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this 14th day of February, 20 23

WITNESS(ES):

CSX TRANSPORTATION, INC.



By:



Print Name:
Print Title:

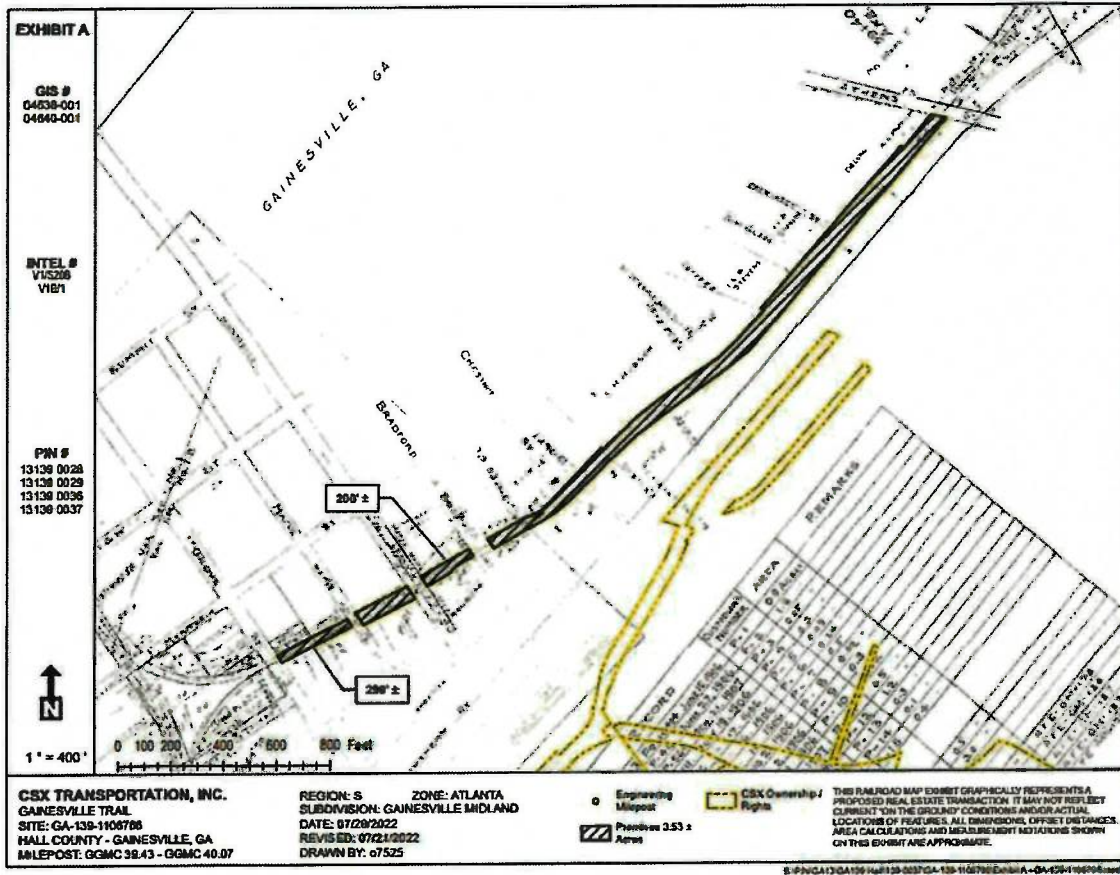


Exhibit B
Minimum Sampling, Soil Management, and Capping Requirements
For Rails-to-Trails Conversion of Rail Corridors

Buyer Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either direction along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discrete samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor:
 - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
 - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
 - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
 - For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal $20 + 5 \times 3$ or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

- d. Samples should be collected from the upper 6 inches of soil taking into consideration

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State standards concerning direct exposure.

- e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

II. Soil Management Plan

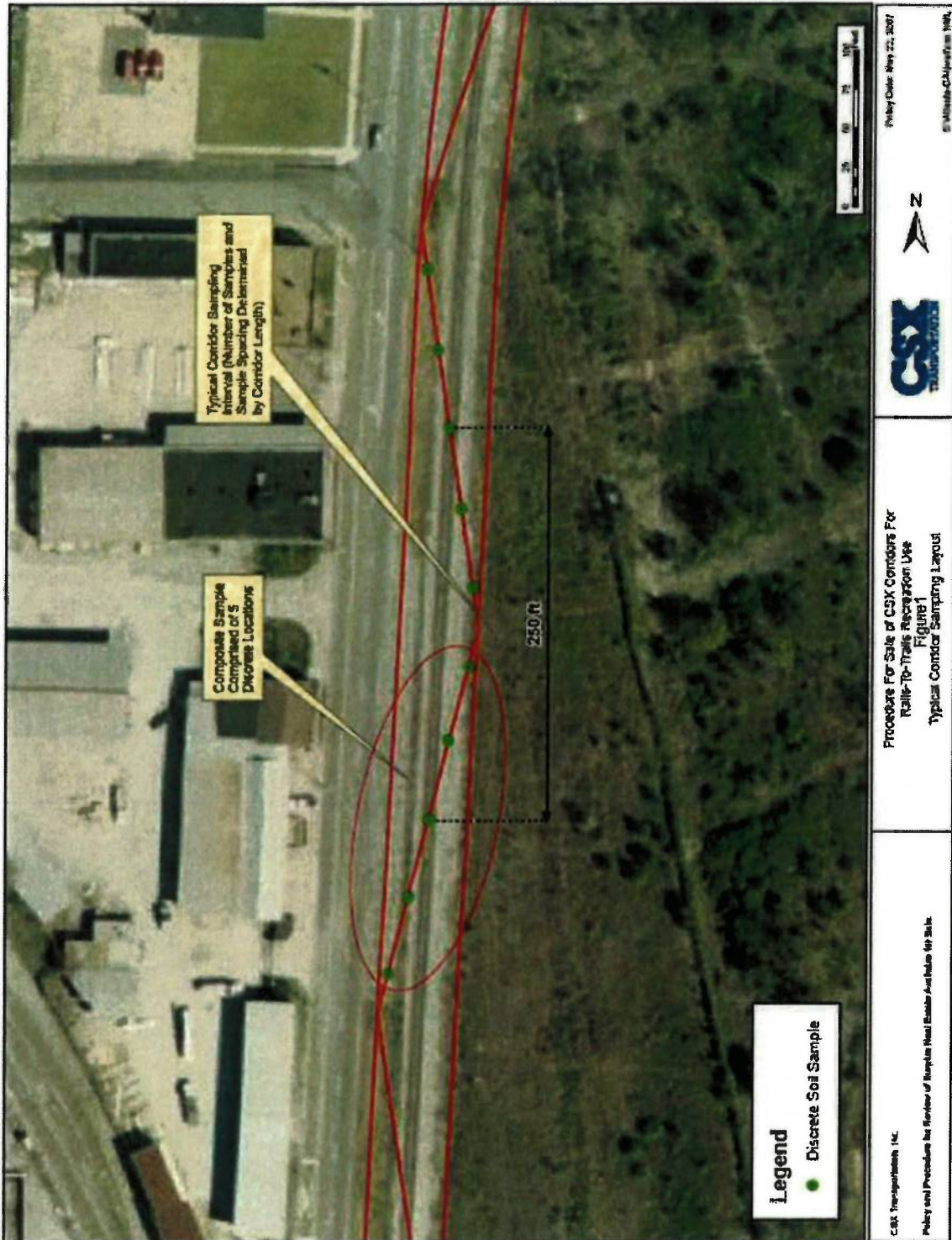
The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing "capped" vs. "un-capped" areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.

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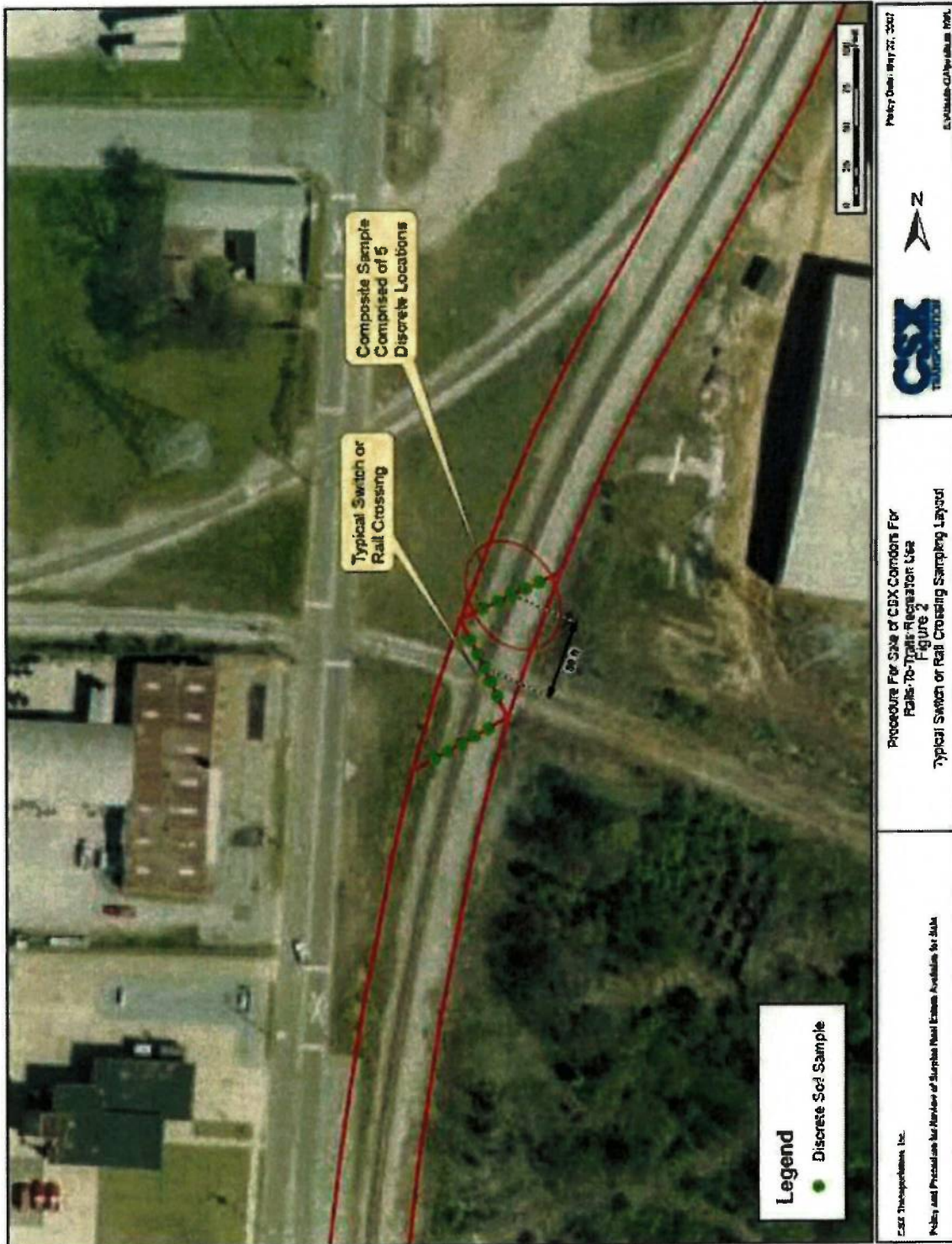


EXHIBIT C

Name	Contract #	Action	Type	Contract Date	Count y	State
GEORGIA POWER CO	CSX019400091	FULLY ASSIGNED	FITEX	1995-03-21	HALL	GA
GEORGIA POWER CO	CSX019400158	FULLY ASSIGNED	WIPW X	1953-11-03	HALL	GA
GEORGIA POWER CO	CSX019400159	FULLY ASSIGNED	WIPW X	1953-12-21	HALL	GA
GEORGIA POWER CO	CSX019400160	FULLY ASSIGNED	WIPR W	1954-01-14	HALL	GA
GEORGIA POWER CO	CSX019400A19	FULLY ASSIGNED	WIPR W	1963-12-18	HALL	GA
CITY OF GAINESVILLE	CSX837271	FULLY ASSIGNED	PISWX	2018-03-19	HALL	GA
GEORGIA DEPT OF TRANSPORTATION	DOT640179W	FULLY ASSIGNED	XGOPS	1968-07-30	HALL	GA
HARDIN NATHANIEL A	GMD000022	FULLY ASSIGNED	PIGAX	1941-07-25	HALL	GA
GAINESVILLE CITY OF	GMD000527	FULLY ASSIGNED	PIWR W	1985-12-20	HALL	GA
BELLSOUTH TELECOMMUNICATIONS INC	SCL008065I98	SUBJECT TO	WITE X	1979-04-25	HALL	GA
BELLSOUTH TELECOMMUNICATIONS INC	SCL008065M29	SUBJECT TO	WITE X	1970-09-10	HALL	GA

CITY OF
GAINESVILLE

CSX PROPERTY &
MIDLAND GREENWAY

City Council Work Session
08/31/2023









**Midland
Park**

**Skate
Park**

**Engine 209
Park**

**Desota
Park**

**Butler
Park**



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: August 11, 2023

Date Submitted: August 16, 2023

Final Approval Date: August 29, 2023

Presenter: Abb Hayes, City Attorney

Item of Business: **Public Hearing Item: September 5, 2023 Council Meeting**
Request from **Jose Carrillo** to rezone a 1.42± acres tract located on the northeast side of the intersection of Atlanta Highway and Hospital Drive, and the southeast side of the intersection of Atlanta Highway and Hilltop Street (a/k/a **805 Hospital Drive, SW**) from General Business (G-B) to Planned Unit Development (P-U-D). **Ward Number: Five**. Tax Parcel Number(s): 00-132-005-003. **Request: Mixed-use.**

Meeting Date: August 31, 2023

Purpose of Request:

To provide an overview of the following zoning request as presented at the August 8, 2023 Planning and Appeals Board Meeting.

Facts & Issues / History & Background:

The applicant is proposing to rezone the subject property from General Business (G-B) to Planned Unit Development (P-U-D) for a mixed-use development. The property contains the Supermercado Los Carrillo 2 shopping center which is approximately 10,000 square feet in size. The existing shopping center includes a grocery store, office, restaurant and hair salon. The applicant desires to build four townhome style apartment units behind the shopping center to accommodate affordable housing needs for some of the employees. The apartments will be two story with a mixture of 2 & 3 bed / 2 bath units ranging from 978 to 1,200 square feet in size. Parking will be provided in front of each residential unit and access to the residential units will be from Hospital Drive and Hilltop Street. The property is located within the Gateway Corridor Overlay Zone and the adjacent properties include auto repair, auto sales, commercial retail and two single-family homes.

Department Recommendation:

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

SAMPLE MOTIONS

Approval of Ordinance 2023- :

I move to approve the ordinance to rezone the subject property from General Business (G-B) to Planned Unit Development (P-U-D) with six conditions 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? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Legal Ad
2. PAB Recommendation Report
3. Proposed Zoning Ordinance
4. Location Maps
5. Community Benefit Statement
6. Narrative
7. Site plan
8. Survey
9. Architectural Rendering - floor plans

Parcel 08089A002027 | **Proposed Use: attached garage** | * Commission District 2 | **Concord Commercial Contracting Co. Inc. / Alexandru Dragomirescu, applicant.**
2.(A) 6956 Dee Lane | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 50 feet from centerline of the road | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B | **Proposed Use: detached garage** | * Commission District 2 | **Sharon & Chris Johnson, applicant.**
(B) 6956 Dee Lane | Variance | from 17.240.010 to reduce the left yard setback from 10 feet to 5 feet | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B | **Proposed Use: detached garage** | * Commission District 2 | **Sharon & Chris Johnson, applicant.**
3.5010 McKinzey Lane | Use Subject to County Commission Approval | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 | **Proposed Use: 3-lot subdivision** | ** Commission District 2 | **Garry L. & Gale W. English, applicants.**
4.7896 Calvary Cross Road | Rezone | from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 | **Proposed use: 12-lot subdivision** | ** Commission District 3 | **Candler Road Estate, applicant.**
* Unless appealed to the Board of Commissioners within 30 days, the Planning Commission's decision will be the final action taken on Monday, August 7, 2023. If appealed, the appeal will be heard by the Board of Commissioners on Thursday, September 14, 2023 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
** The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision.
124830 8/16

NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on **Monday, September 18, 2023** to consider the following:
1.3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | **Proposed Use: detached garage** | * Commission District 2 | **Sheridan Bazemore, applicant.**
2.5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | **Proposed use: caretaker residence** | * Commission District 1 | **Greg Loyd, applicant.**
3.7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | **Proposed use: agri-entertainment business** | ** Commission District

3 | **Laura Labovitz, applicant.**
4.3922 Green Drive | Amend Conditions of R-I | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-I, Tax Parcel 10156 000009 | **Proposed Use: 9-lot subdivision** | ** Commission District 3 | **Larry Poole, applicant.**
5.8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | **Proposed Use: Amenity area** | ** Commission District 3 | **Mallard View Homeowners Association, applicant.**
6.(A) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III (AR-III) and Planned Commercial Development (PCD)/ Gateway Corridors Overlay District (GCOD) to Light Industrial (I-I) / Gateway Corridors Overlay District (GCOD) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | **Proposed Use: boat and RV storage and an office/warehouse** | ** Commission District 3 | **Dutton Properties, applicant.**
(B) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | **Proposed Use: outdoor storage within Gateway Corridors Overlay District** | ** Commission District 3 | **Dutton Properties, applicant.**
(D) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | **Proposed Use: boat and RV storage and office/warehouse** | ** Commission District 3 | **Dutton Properties, applicant.**
7.3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 (pt.), 000004, 000059, 000061, and 000062 | **Proposed Use: 108 unit single-family development** | ** Commission District 2 | **Carole Freeman, applicant.**
8.(A) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (S-S) / Gateway Corridors Overlay District (GCOD) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | ** Commission District 3 | **Donnie Hunt, applicant.**
(B) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: Shopping Center** | * Commission District 3 | **Donnie Hunt, applicant.**

9.(A) 1731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) / Gateway Corridors Overlay District (GCOD) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 (pt.) | **Proposed Use: 185-unit multi-family development** | ** Commission District 1 | **Tim Wilbanks, applicant.**
(B) 1731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Highway Business (H-B) / Gateway Corridors Overlay District (GCOD) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 (pt.) | **Proposed Use: permitted uses within H-B** | ** Commission District 1 | **Tim Wilbanks, applicant.**
(C) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 | **Proposed Use: 185-unit multi-family development and permitted uses within H-B** | ** Commission District 1 | **Tim Wilbanks, applicant.**
NOTE: In accordance with Georgia law, anyone who (a) wishes to express opposition to the proposed rezoning and (b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision. The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, October 26, 2023 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, October 26, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
124829 8/16

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 5, 2023 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from **Jose Carrillo** to rezone a 1.42± acres tract located on the northeast side of the intersection of Atlanta Highway and Hospital Drive, and the southeast side of the intersection of Atlanta Highway and Hilltop Street (a/k/a **805 Hospital Drive, SW**) from General Business (G-B) to Planned Unit Development (P-U-D). Ward Number: Five Tax Parcel Number(s): 00-132-005-003

Request: Mixed-use
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])
124848 8/16

PUBLIC NOTICE
CITY OF OAKWOOD, GEORGIA
Be advised pursuant to the City of Oakwood Code, Chapter 54 "Zoning", a public hearing has been scheduled before the Oakwood City Council on the 11th day of September 2023 at 7:00 p.m., at the Oakwood City Hall, 4035 Walnut Circle, Oakwood, Georgia for the application of:
• MB Endeavors, LLC has made application to annex and rezone a portion of property totaling +/- 42 acres with the zoning from Hall County AR-III "Agricultural" to Oakwood M-1 "Light Industrial" on Tax Parcel No. 08067 000068 and further identified as 4249 Chamblee Rd. according to the current street numbering system of Hall County, Georgia.
• Phoung Le has made application to annex and rezone a total of +/- 0.47 acres with the zoning from Hall County R-I "Residential" to Oakwood C-1 "Neighborhood Business" Tax Parcel No. 08053 005011 and further identified as 4802 McEver Rd. according to the current street numbering system of Hall County, Georgia.
• Phoung Le has made application to annex and rezone a total of +/- 0.52 acres with the zoning from Hall County R-I "Residential" to Oakwood C-1 "Neighborhood Business" Tax Parcel No. 08053 005012 and further identified as 4808 McEver Rd. according to the current street numbering system of Hall County, Georgia.
• Development TC, Inc. has made application to annex and rezone a total of +/- 1.08 acres from Hall County I-I "Light Industrial" to Oakwood M-2 "Heavy Industrial" Tax Parcel No. 08069 001022 and further identified as 4187 Tanners Creek Dr.
• Development TC, Inc. has made application to rezone a total of +/- 2 acres from Oakwood M-1 "Light Industrial" to Oakwood M-2 "Heavy Industrial" Tax Parcel No. 08069 001012 and further identified as 4193 Tanners Creek Dr.
• Rochester and Associates, LLC has made application for a variance from Section 2.H.1.b of the Downtown Overlay District Standards. Specifically, to increase the number of permitted parking spaces from 128 to 473. Further eliminate the pervious paving and allow for additional parking. On properties located at 2932, 2938, 3004 Atlanta Hwy, and 3022, 3030 Atkins Dr. Tax Parcels 08028 000013; 08028 000012; 08028 000005; 08028 000010; and 08028 000009.
• Rochester and Associates, LLC has made application for a variance from Section 2.H.8.a&b of the Downtown Overlay District Design Standards. Specifically, to eliminate the requirement for inter-parcel access. On the properties located at 2932, 2938, 3004 Atlanta Hwy, and 3022, 3030 Atkins Dr. Tax Parcels 08028 000013; 08028 000012; 08028 000005; 08028 000010; and 08028 000009.
At said public hearing all persons or residents owning property in the City of Oakwood or in the area proposed for rezoning may be heard on the question of zoning of such area by the City of Oakwood. City of Oakwood, 4035 Walnut Circle, Oakwood, Georgia.
124658 8/16

Public Sales/Auctions
Flowery Branch Mini Storage located at 5110 Chattahoochee St. Flowery Branch, GA 30542 will auction the contents of Unit A-27 (Laura Charles) consisting of ladies clothing, lamps, luggage and household items. Visit the Auction website at www.storageauctions.com. The auction will be held at noon on 8/24/2023.
124491 8/9, 8/16

Notice of Sale.
Notice is Hereby given that Northeast Georgia Storage Center LLC, intends to sell the personal property described below to enforce a lien imposed on said property pursuant to the Georgia Self-Storage Facility Act, Georgia Code Section 10-4-210 to 10-4-215. The undersigned will sell at public sale by competitive bidding on Friday, August 25th, 2023 at 9:00 am on the premises where said property is being stored and which is located at, Northeast Georgia Storage Center, 1980 Delta Drive, Gainesville Georgia 30501, County of Hall, State of Georgia. 770-536-5173. The personal property found in units: B026 Jasmine McClure- Baby bed, Child seat, stroller, furniture, bicycle; B028 Sonia Jones- Cooler, totes, mirror, furniture; E024 Thomas Skilling- Pressure Washer, Tools, ladders, furniture, shop vacuums, construction materials; F034 Thomas Skilling - Construction materials, ladders, wheelbarrow, door; G028 Pedro Espinosa - Washer, Dryer, Refrigerator, trophies, blower. Purchases must be made with cash. All items are sold as is. Sale is subject to cancellation and Tenant has the right to redeem prior to sale.
124523 8/9, 8/16

WILL BE Sold Online at **Storageauctions.com**
Notice is hereby given that on Auction Date: **August 28, 2023** U-Haul Company of Northeast Georgia will Sell under the contractual landlords lien process by Online auction the following storage units. The goods to be sold are generally described as household goods.
Gainesville:
U-Haul Of Oakwood:
2026 Antonio Pittman
1022 Brandy Milligan
127 Tajh Bowns
1015 Tyanna Renee Frey
124641 8/16, 8/23

Probate Notices

IN THE PROBATE COURT OF HALL COUNTY ST A TE OF GEORGIA
IN RE: ESTATE OF ANTHONY. GERRARD FINELLI, DECEASED ESTATE NO.. E-23-408 PETITION FOR LETTERS OF ADMINISTRATION NOTICE
TO: whom it may concern:
Stacy Finelli has petitioned for (Letters of Administration) to be appointed administrator of the estate of **ANTHONY GERRARD FINELLI**, deceased, of said county. (The petitioner

Hwy, and 3022, 3030 Atkins Dr. Tax Parcels 08028 000013; 08028 000012; 08028 000005; 08028 000010; and 08028 000009.
• Rochester and Associates, LLC has made application for a variance from Section 2.H.8.a&b of the Downtown Overlay District Design Standards. Specifically, to eliminate the requirement for inter-parcel access. On the properties located at 2932, 2938, 3004 Atlanta Hwy, and 3022, 3030 Atkins Dr. Tax Parcels 08028 000013; 08028 000012; 08028 000005; 08028 000010; and 08028 000009.
At said public hearing all persons or residents owning property in the City of Oakwood or in the area proposed for rezoning may be heard on the question of zoning of such area by the City of Oakwood. City of Oakwood, 4035 Walnut Circle, Oakwood, Georgia.
124658 8/16

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124523 8/9, 8/16

WILL BE Sold Online at **Storageauctions.com**
Notice is hereby given that on Auction Date: **August 28, 2023** U-Haul Company of Northeast Georgia will Sell under the contractual landlords lien process by Online auction the following storage units. The goods to be sold are generally described as household goods.
Gainesville:
U-Haul Of Oakwood:
2026 Antonio Pittman
1022 Brandy Milligan
127 Tajh Bowns
1015 Tyanna Renee Frey
124641 8/16, 8/23

Probate Notices

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
INRE: ESTATE OF MARGARET R. GIROUX, DECEASED ESTATE NO. E-22-583 NOTICE
[For discharge solely from office and liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN,**
This is to notify you to file an objection, if there is any, to the petition for discharge of

has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 a.m. September 5th, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
124118 8/2, 9, 16, 26

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF SANDRA JO ADAMSON, DECEASED ESTATE NO .. E-23-436 PETITION FOR LETTERS OF ADMINISTRATION NOTICE
TO: whom it may concern:
Laura Dee Adamson has petitioned for (Letters of Administration) to be appointed administrator of the estate of **SANDRA JO ADAMSON**, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 a.m. September 5th, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
124349 8/16

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: MICHAEL DENNIS STEPHENS, DECEASED ESTATE NO. E-22-844 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
The petition of Carol Rennie Stephens, for a year's support from the estate of Michael Dennis Stephens, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before 10:00 am September 5, 2023 why said petition should not be granted.
All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.
Patty Walters Laine

personal representative, in this Court on or before September 4, 2023 by 10:00 a.m.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark D. Loggins
Judge of the Probate Court
By: Cahrren Williams
Clerk of the Probate Court
116 Spring Street SE, First Floor
Gainesville, GA 30501
Address
770-535-9710 Ext 7011
Telephone Number
124585 8/16

IN THE PRO BA TE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF EDUARD ZUMANN, DECEASED ESTATE NO. E-21-314 NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: whom it may concern:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00a.m. September 5, 2023.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Riley Norris
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
Telephone Number
124349 8/16

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: MICHAEL DENNIS STEPHENS, DECEASED ESTATE NO. E-22-844 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
The petition of Carol Rennie Stephens, for a year's support from the estate of Michael Dennis Stephens, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before 10:00 am September 5, 2023 why said petition should not be granted.
All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.
Patty Walters Laine

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property OwnerJose Carrillo
Location805 Hospital Drive, SW
Request.....Rezone from G-B to P-U-D
Total Acres1.42± acres
WardFive
Proposed Use.....Mixed-use
Planning Division Staff Recommendation.....**Approval, with conditions**
Planning & Appeals Board Recommendation.....**Approval, with conditions**
DateAugust 8, 2023

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

The applicant is proposing to rezone the subject property from General Business (G-B) to Planned Unit Development (P-U-D) for a mixed-use development. The property contains the Supermercado Los Carrillo 2 shopping center which includes a grocery store, office, restaurant and hair salon. The shopping center is approximately 10,000 square feet in size and there are no proposed changes to the center at this time.

The applicant desires to build four townhome-style apartment units behind the shopping center to accommodate affordable housing needs for some of the employees. The apartments will be two story with a mixture of 2 & 3 bed / 2 bath units ranging from 978 to 1,200 square feet in size. Exterior materials include a mixture of Hardie board siding and brick. Parking will be provided in front of each residential unit and access to the residential units will be from Hospital Drive and Hilltop Street which is gated.

The property is located within the Gateway Corridor Overlay Zone and has road frontage along Atlanta Highway, Hospital Drive and Hilltop Street.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Auto sales; Single-family homes	General Business (G-B) -City Highway Business (H-B) and Residential-II (R-II) -County
South	Church; Auto sales	Light Industrial (L-I) -City Highway Business (H-B) -County
East	Auto repair shop	General Business (G-B) -City
West	Employment agency and retail; Auto sales	Highway Business (H-B) and Light Industrial (I-I) -County

▪ **Zoning History**

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

2022 – A request by Arturo Maruri to annex a 0.32± acre tract located at 1511 and 1514 Ralston Street with Residential-I (R-I) zoning for sewer for two single-family homes was approved.

2018 – A request by David Gijon to annex a 0.12± acre tract located at 1509 Ralston Street with Residential-I (R-I) zoning for sewer for a new single-family home was approved.

2015 – A request by Armando Castaneda to annex a 0.20± acre tract located at 1321 Hazel Street with Residential-II (R-II) zoning for sewer for an existing single-family home was approved.

2014 – A request by Swann Drive Villas, LLC to annex a 1.63± acres tract located at 1297 Swann Drive with Residential-II (R-II) zoning and to rezone a 1.78± acres tract located at 620 Pearl Nix Parkway from Light Industrial (L-I) to Residential-II (R-II) for multi-family apartments was approved with conditions.

2014 – A request by Ben F. Castleberry to annex a 0.19± acre tract located at 1322 Hazel Street for sewer was approved with Residential-II (R-II) zoning.

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

2012 – A request by Noe Bran to annex a 0.86± acre tract located at 1 Hall Street for a church was approved with conditional Light Industrial (L-I) zoning.

Analysis

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

The adjacent properties consist of a mixture of commercial, retail and service use within the city and county. There are older residential homes fronting Hilltop Street located within unincorporated Hall County. The surrounding properties are zoned General Business (G-B) and Light Industrial (L-I) within the city and Residential-II (R-II), Highway Business (H-B) and Light Industrial (I-I) within the county. The existing retail shopping center and proposed 4 unit townhome-style apartments are not unlike existing commercial and residential uses.

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

The existing shopping center will continue to function and the proposed apartments will provide quality affordable housing for employees working within the shopping center. The proposed townhome-style apartments will increase vehicular and pedestrian traffic to an area that already experience high volumes.

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

The Future Development Map for the City of Gainesville places the subject property within the *Commercial* land use category which includes areas with focused retail, office, or other commercial service activities such as grocery stores, banks, restaurants, theatres, hotels, and other automotive related businesses. Commercial uses may be located within one building or grouped together in a shopping center.

The Character Area map for the City of Gainesville places the subject property within the *West Side* character area. Land uses allowed in the West Side include higher density residential, mixed-use, commercial, light industrial, public and institutional and parks and recreation. Increasing the quality of existing and new housing, as well as housing affordability should be prioritized. General

mixed-use, multi-family residential and higher density single-family residential are appropriate land uses.

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

The property is zoned G-B and can continue to function as a commercial retail shopping center regardless of the rezoning. The applicant proposes to rezone the property to P-U-D which is a site specific zoning and allows for a mixture of uses. The proposed residential addition behind the shopping center seems reasonable given its small scale and the need for quality affordable housing.

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

The proposal should not cause an excessive or burdensome to public facilities or services. The four residential units should have limited additional impact on existing roads over and above what currently exists from surrounding residential commercial properties. Water and sewer capacity are sufficient to serve the property. The Gainesville Fire and Police Departments currently respond to adjacent and nearby properties and the nearest City of Gainesville Fire Station #1 is approximately 1.3 miles from the subject property. Given the scale of the request, minimal impacts to the City school system are anticipated as school bus service is currently provided within the immediate area.

(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 surrounding area contains various residential and commercial properties both within the City and County. There are substantial opportunities for new infill development due to the number of older, distressed residential and commercial properties. It is staff's opinion the proposal is consistent with existing and expected uses for the area.

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

Based on the proximity to other residential properties, the proposal appears to promote a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

Recommendation

The Planning Division staff is recommending **conditional approval** of this rezoning request with **Planned Unit Development (P-U-D) zoning**, based on the Comprehensive Land Use Plan and the adjacent mixture of uses.

Conditions

1. The proposal shall be generally consistent with the concept plan and architectural renderings provided with this application per the review and approval of the Community and Economic Development Director. Any development standards not addressed within the P-U-D zoning application shall adhere to the Neighborhood Business (N-B) zoning requirements.

2. A mixture of evergreen trees and deciduous trees shall be planted between the proposed residential units and the existing commercial retail shopping center, auto repair shop and roads so as not to interfere with the existing sewer easement. The minimum install height of the trees shall be 7 feet. The location, spacing, size and type of trees planted shall be subject to the approval of the Community and Economic Development Director.
 3. The existing dumpster(s) shall be enclosed and screened from view from the proposed residential units, adjoining properties, roads and parking areas. Any structural buffer shall consist of weather resistant materials.
 4. The existing gravel areas and damaged concrete behind the retail shopping center shall be replaced with new asphalt or concrete.
 5. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and Hall County Traffic Engineering. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.
 6. Outdoor lighting shall be of non-spill design and placed in a manner so as to minimize direct visibility by the adjacent properties.
-

Excerpts from the August 8, 2023 PAB Meeting Minutes

Applicant Presentation: James Irvin, Foothills Land Design, 164 Professional Drive, Baldwin, stated he is the site civil engineer for the applicant requesting a rezoning to build four townhome units at the location which has a shopping center. Mr. Irvin said the townhome units will be for rent to the applicant's employees due to the shortage of affordable housing and will eliminate a long commute to work. Mr. Irvin explained a color rendering of the site plan with the proposed townhomes, existing building, landscaping and parking area. He stated the development could contribute to the neighborhood revitalization and have a positive impact on property values in the surrounding area. The applicant was present to answer any additional questions.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: Board Member Simmons asked about the location/placement of townhomes on the site plan along with the price range for the units. Board Member Young asked about the easement distance between the townhomes and existing building. Mr. Irvin explained the location of the townhomes and the distance for the power easement would be approximately 30-feet. He then asked the applicant and Oscar Carrillo to answer the question regarding the monthly rent.

Oscar Carrillo, 4642 Cool Springs Road, stated the rent is being considered at \$1,400 per month for the two/three-bedroom units and thought it would be a reasonable rate since rent for apartments in the city starts at \$1,800 per month. Mr. Carrillo said some employees are living in homes with too many people already.

Board Member Young asked staff about the location of the tree buffer mentioned in the conditions on the site plan. Mr. Tate explained the buffer was to provide screening along Hilltop Street and Hospital Drive, the dumpster areas and areas adjacent to the auto repair shop.

Board Member Thompson asked about a retention pond and Mr. Tate stated it would need to be addressed and referred the question to the civil engineer. Mr. Irvin stated the stormwater quality runoff reduction will be provided by removing the impervious surfaces and if needed since there isn't space for a detention pond or the elevations, maybe an underground detention.

There was a motion to recommend conditional approval to rezone the subject property for a mixed-use from General Business (G-B) to Planned Unit Development (P-U-D) with the following conditions:

Conditions

- 1. The proposal shall be generally consistent with the concept plan and architectural renderings provided with this application per the review and approval of the Community and Economic Development Director. Any development standards not addressed within the P-U-D zoning application shall adhere to the Neighborhood Business (N-B) zoning requirements.**
- 2. A mixture of evergreen trees and deciduous trees shall be planted between the proposed residential units and the existing commercial retail shopping center, auto repair shop and roads so as not to interfere with the existing sewer easement. The minimum install height of the trees shall be 7 feet. The location, spacing, size and type of trees planted shall be subject to the approval of the Community and Economic Development Director.**
- 3. The existing dumpster(s) shall be enclosed and screened from view from the proposed residential units, adjoining properties, roads and parking areas. Any structural buffer shall consist of weather resistant materials.**
- 4. The existing gravel areas and damaged concrete behind the retail shopping center shall be replaced with new asphalt or concrete.**
- 5. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and Hall County Traffic Engineering. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
- 6. Outdoor lighting shall be of non-spill design and placed in a manner so as to minimize direct visibility by the adjacent properties.**

Motion made by Board Member Martin

Motion seconded by Board Member Simmons

Vote – 6 favor, 1 absent (White)

Passed: _____

AN ORDINANCE

No. 2023-__

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 1.42± ACRES TRACT LOCATED ON THE NORTHEAST SIDE OF THE INTERSECTION OF ATLANTA HIGHWAY AND HOSPITAL DRIVE, AND THE SOUTHEAST SIDE OF THE INTERSECTION OF ATLANTA HIGHWAY AND HILLTOP STREET (A/K/A 805 HOSPITAL DRIVE, SW) FROM GENERAL BUSINESS (G-B) TO PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

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

Conditions

- 1. The proposal shall be generally consistent with the concept plan and architectural renderings provided with this application per the review and approval of the Community and Economic Development Director. Any development standards not addressed within the P-U-D zoning application shall adhere to the Neighborhood Business (N-B) zoning requirements.**
- 2. A mixture of evergreen trees and deciduous trees shall be planted between the proposed residential units and the existing commercial retail shopping center, auto repair shop and roads so as not to interfere with the existing sewer easement. The minimum install height of the trees shall be 7 feet. The location, spacing, size and type of trees planted shall be subject to the approval of the Community and Economic Development Director.**
- 3. The existing dumpster(s) shall be enclosed and screened from view from the proposed residential units, adjoining properties, roads and parking areas. Any structural buffer shall consist of weather resistant materials.**
- 4. The existing gravel areas and damaged concrete behind the retail shopping center shall be replaced with new asphalt or concrete.**
- 5. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and Hall County Traffic Engineering. All required access/traffic/sidewalk improvements associated with the**

ORDINANCE NO. 2023-____

proposed development shall be at the full expense of the developer/property owner.

- 6. Outdoor lighting shall be of non-spill design and placed in a manner so as to minimize direct visibility by the adjacent properties.**

Legal Description

All that tract or parcel of land and being in Land Lot 166 of 9th Land District of Hall County, Georgia, containing 1.42 acres as shown on survey for B & L Investments prepared by Chris M. Patton, Registered Surveyor, dated April 23, 1996, revised July 10, 1998, and being more particularly described according to said Patton survey as follows:

Commence at an iron pin corner where the southeasterly right-of-way of State Route #13 a/k/a Atlanta Highway (60 foot right-of-way) intersects the southwesterly right-of-way of Hilltop Street (30 foot right-of-way); thence from said point of beginning along the southwesterly right-of-way of Hilltop Street South 51 degrees 44 minutes 31 seconds East 351.40 feet to a point; thence 38 degrees 31 minutes 29 seconds West 79.77 feet to a point; thence North 52 degrees 30 minutes 56 seconds West 2.50 feet to a point; thence South 37 degrees 29 minutes 4 seconds West 92.92 feet to a point; thence South 36 degrees 34 minutes 4 seconds West 43.80 feet to a point located along the northeasterly right-of-way of Hospital Drive (25 foot right-of-way); thence along the northeasterly right-of-way of Hospital Drive North 48 degrees 27 minutes 27 seconds West 195.19 feet to a point where the northeasterly right-of-way of Hospital Drive intersects the southeasterly right-of-way of State Route #13 a/k/a Atlanta Highway; thence along the southeasterly right-of-way of State Route #13 a/k/a Atlanta Highway North 10 degrees 31 minutes 6 seconds East 228.01 feet to the point of beginning.

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

ORDINANCE NO. 2023-____

W. Samuel Couvillon, Mayor

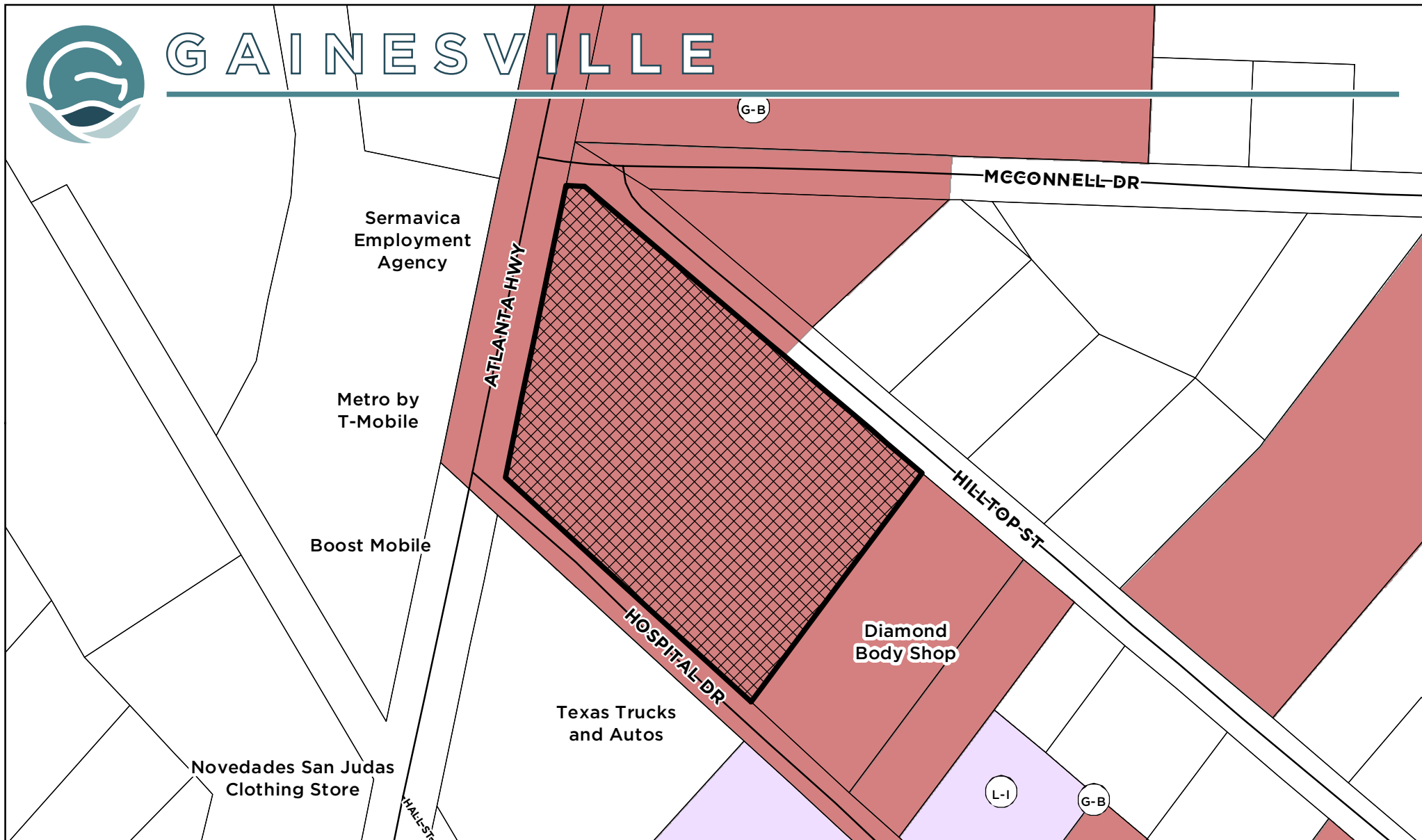
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE



Applicant: **JOSE CARRILLO**

REZONING REQUEST

Subject Property Address:
805 Hospital Drive

Tax Parcel:
00-132-005-003

Request:

Rezoning a +/- 1.42 AC tract currently zoned General Business (G-B) to Planned Unit Development (P-U-D) for a mixed-use development.



Subject Property



Meeting Date: **08/08/2023**

Map Prepared: **07/13/2023**

0 50 100 150 200 Feet

SCALE: 1" = 100'



GAINESVILLE



Applicant: **JOSE CARRILLO**

Request:

REZONING REQUEST

Rezone a +/- 1.42 AC tract currently zoned General Business (G-B) to Planned Unit Development (P-U-D) for a mixed-use development.

Subject Property Address:
805 Hospital Drive

Tax Parcel:
00-132-005-003



Subject Property

Aerial from 2021



Meeting Date: 08/08/2023

Map Prepared: 07/13/2023

0 110 220 330 440 Feet

SCALE: 1" = 200'

JMCZ Investments Townhomes Benefit Statement

The biggest benefit for the community is that this project will provide a safe and energy efficient home for families and pets.

Community Benefits:

- Providing a high-quality home, a smaller footprint for residents and still be close to town for conveniences such a shopping, medical and access to 985
- Quality Construction and Development
- Less than five minutes to a major hospital
- In-town townhomes provide additional housing options within densely populated urban areas
- The development of in-town townhomes can contribute to neighborhood revitalization efforts, particularly in areas that may have experienced urban decline or disinvestment
- Well-designed and well-maintained in-town townhome communities can have a positive impact on property values in the surrounding area



LETTER OF INTENT
REQUEST FOR REZONING
CITY OF GAINESVILLE, GEORGIA

RE: ±1.42 acres located at 805 SW Hospital Dr SW, Parcel ID 00132 005003

Through its engineer and as authorized by the Applicant, JMCZ, LLC (the “Applicant”) respectfully submits this Letter of Intent to the Gainesville City Council in support of an application for rezoning for 4 multi-family units with a C-B zoning. The property is currently zoned G-B. The property is located in the Gainesville Gateway District.

The site plan has 4 proposed multi-family units for rent with a density of 2.82 units per acre. The main goal of the units is to provide accommodation for the applicant's employees working at the shopping center located on the premises, due to the limited availability of housing.

The area for the proposed housing is within a gravel area behind the shopping center. New pavement will be added for the parking but gravel will be removed for grass and landscaping. This will provide a better aesthetic and better infiltration and water quality for the stormwater runoff. There are two existing driveways on the property behind the building, which will be utilized for these units.

A Site plan and the appropriate authorization forms have been included in the application to allow for comprehensive review and approval of the proposed rezoning.

Sincerely,

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



THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP CITY OF GAINESVILLE, GA. COMMUNITY PANEL NO. 130263 0189 G, EFFECTIVE DATE: APRIL 4, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
2. IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS, BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
3. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.99991188. (GRID DISTANCE/SCALE FACTOR-GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
4. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
5. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
6. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTOURS WERE COMPUTED BASED ON FIELD LOCATED SPOT ELEVATIONS AND ARE SHOWN AT 2-FOOT INTERVALS.
7. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 35,489 FEET AND AN ANGULAR CLOSURE OF 00'00"01" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.T. & D.C.
8. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 180,787 FEET.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
10. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
11. THIS PROPERTY DOES NOT CONTAIN STATE WATERS REQUIRING AN UNDISTURBED NATURAL BUFFER. LOCAL ORDINANCES MAY ALSO REQUIRE ADDITIONAL BUFFERS FOR THESE AREAS.
12. THE FIELD SURVEY WAS CONDUCTED ON MARCH 10 AND 13, 2023, APRIL 17, 2023 AND MAY 4, 2023.
13. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

REFERENCES:

1. DEED BOOK 4235, PAGE 442
2. SURVEY FOR B & L INVESTMENTS (1.42 ACRES), PREPARED BY PATTON-PATTON, INC. DATED 07/10/1998.

AREA: 1.42 ACRES

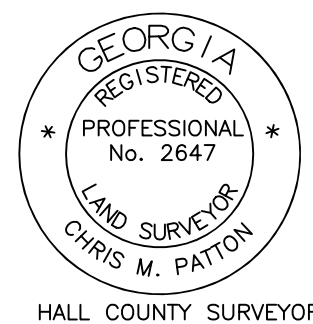
SURVEYOR'S CERTIFICATE

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown thereon actually exist. The field data upon which this plat is based has a closure precision of one foot in 35,489 feet, and an angular error of 00'00"01" per angle point, and was adjusted using Least Squares Rule. This plat has been calculated for closure and is found to be accurate within one foot in 180,787 feet.

By: CHRIS M. PATTON
Registered Georgia Land Surveyor No. 2647

Patton Land Surveying
P.O. Box 256 Gainesville, GA. 30503
Phone: (770) 532-6492
E-Mail: cpattson@pattonsurveying.com
Date: MAY 5, 2023

SURVEYOR'S CERTIFICATION:



AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

CHRIS M. PATTON, GA. R.L.S. #2647
DATE: MAY 5, 2023

STATE WATERS BUFFER:

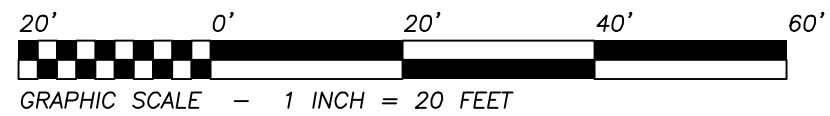
AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY OR COUNTY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. THERE SHALL BE A 50-FOOT UNDISTURBED BUFFER AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. THERE SHALL BE A 75-FOOT IMPERVIOUS SET-BACK AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION.

ZONING AND BUILDING SETBACKS:

INFORMATION PROVIDED BY HALL COUNTY G.I.S.
WEB SITE LOCATED AT:
<http://gis.hallcounty.org/Public/WebPages/Map/FundViewer.aspx>

OVERLAY DISTRICT: GAINESVILLE GATEWAY DISTRICT
CURRENT CITY OF GAINESVILLE ZONING:
G-B - GENERAL BUSINESS DISTRICT

BUILDING SETBACKS:
FRONT: 40' FROM RIGHT-OF-WAY LINE
SIDE: 0' FROM PROPERTY LINE
REAR: 0' FROM PROPERTY LINE
MAX BUILDING HEIGHT: 75'
MAX BUILDING COVERAGE: 60% OF LOT AREA



LEGEND:

- C.T.F. - CRIMP TOP PIN FOUND
- R.B.F. - REBAR FOUND
- O.T.F. - OPEN TOP FOUND
- P.K.N.F. - PARKER KALON NAIL FOUND
- ⊗ P.K.N.S. - PARKER KALON NAIL SET
- ⊗ R.B.S. - 1/2" REBAR SET & CAP
- ⊗ STAMPED "LSF 1029"
- C.P. - CALCULATED POINT
- ⊗ D.I. - DROP INLET
- ⊗ J.B. - JUNCTION BOX
- ⊗ W.I. - WEIR INLET
- ⊗ C.R. - CABLE RISER
- ⊗ T.R. - TELEPHONE RISER
- ⊗ T.P. - TELEPHONE POLE
- ⊗ A.C. - AIR CONDITIONER
- ⊗ P.B. - POWER TRANSFORMER BOX
- ⊗ P.P. - POWER POLE
- ⊗ L.P. - LIGHT POLE
- ⊗ G.W. - GUY WIRE
- ⊗ W.M. - WATER METER
- ⊗ W.V. - WATER VALVE
- ⊗ F.H. - FIRE HYDRANT
- ⊗ F.D.C. - FIRE DEPARTMENT CONNECTION
- ⊗ B.F.P. - WATER BACKFLOW PREVENTER
- ⊗ C.O. - SANITARY CLEANOUT
- ⊗ S.S.M.H. - SANITARY SEWER MANHOLE
- ⊗ G.M. - GAS METER
- ⊗ B.P. - BOLLARD POST
- ⊗ H.C.P. - HANDICAP PARKING
- ⊗ B.M. - BENCHMARK
- R.L. - ROOF LINE
- E.P. - EDGE OF PAVEMENT
- B.C. - BACK OF CURB
- S.W.C.B. - SINGLE WING CATCH BASIN
- D.W.C.B. - DOUBLE WING CATCH BASIN
- I.E. - INVERT ELEVATION
- EL. - ELEVATION
- C.M.P. - CORRUGATED METAL PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- H.D.P.E. - HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. - POLYVINYL CHLORIDE PIPE
- D.I.P. - DUCTILE IRON PIPE
- R.W. - RETAINING WALL
- T.W. - TOP OF WALL
- T - OVERHEAD TELEPHONE LINE
- W - BURIED WATER MAIN
- SS - BURIED SEWER LINE
- O - CHAIN LINK FENCE
- D - WOOD FENCE
- X - WIRE FENCE
- o - WROUGHT IRON FENCE
- OWP - OVERHEAD POWER LINES
- > - FENCE GATE
- P/L - PROPERTY LINE
- R/W - RIGHT-OF-WAY
- N/F - NOW OR FORMERLY
- C/L - CENTERLINE
- R - CURVE RADIUS
- C - CURVE ARC LENGTH
- A - CURVE CENTRAL ANGLE
- C BRG - CHORD BEARING
- C DIST - CHORD DISTANCE
- L - LAND LOTS
- N - NORTHING COORDINATE
- E - EASTING COORDINATE
- S/B - SETBACK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- SQ. FT. - SQUARE FEET
- - CONTINUOUS OWNERSHIP
- + 25.52 - SPOT ELEVATION
- ▨ - CONCRETE
- ▨ - GRAVEL
- ▨ - ASPHALT

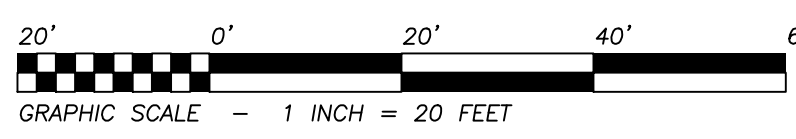
OWNER'S CERTIFICATE:

State of Georgia
City of Gainesville, County of Hall

The undersigned certifies that he or she is the owner and subdivider of the land shown on this plat and that the plat and the public and private improvements contained therein or associated therewith meet all applicable requirements and standards of the Gainesville Unified Land Development Code. The owner further acknowledges this plat and allotment to be his free act and deed, and dedicates to the Public forever all areas shown or indicated on this plat as public streets, easements or other public use areas, and all water system, sewerage and other public improvements (hereinafter "facilities"). However, the City of Gainesville will not take ownership and maintenance of these facilities until such time as the undersigned petitions for and the Governing Body of the City of Gainesville accepts the dedication and acceptance of the facilities as provided in section 9-13-14-12 of the Gainesville Unified Land Development Code and provided a maintenance bond as required in sections 9-13-13-9 and 10.

Owner's name:
Owner's address:

(Owner's signature)
Date



PARCEL CONTROL NUMBER:

00132 005003

WATER SERVICE BY:

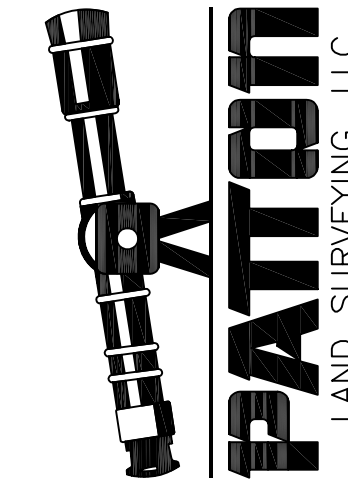
CITY OF GAINESVILLE

SEWER SERVICE BY:

CITY OF GAINESVILLE

REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029



COMPUTATIONS BY: R.G.W.

SURVEYED BY: D.T. & D.C.

DRAFTED BY: R.G.W.

CHECKED BY: C.M.P.

RETACEMENT/TOPOGRAPHIC SURVEY FOR:

JMCZ, LLC

BEGING ALL OF LOTS 1-6, 19-20 AND A PORTION OF LOTS 7 & 21
OF HALL COUNTY HOSPITAL PROPERTY SUBDIVISION
(RECORDED IN PLAT BOOK 11, PAGE 5)

LAND LOT 166, 9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS

NO.	DATE	DESCRIPTION

SHEET NUMBER:

1 of 1

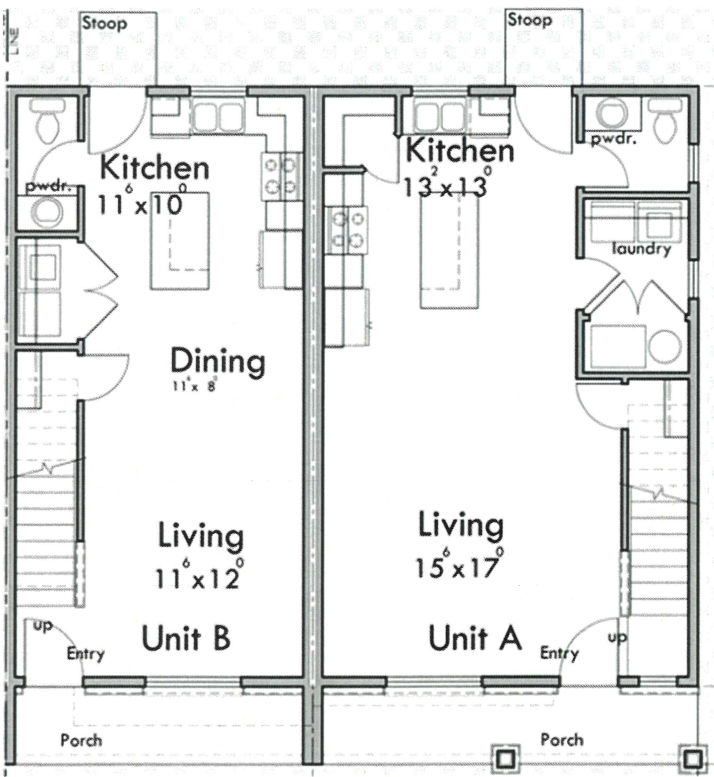
SCALE: 1" = 20'

SURVEY DATE: 05/04/2023

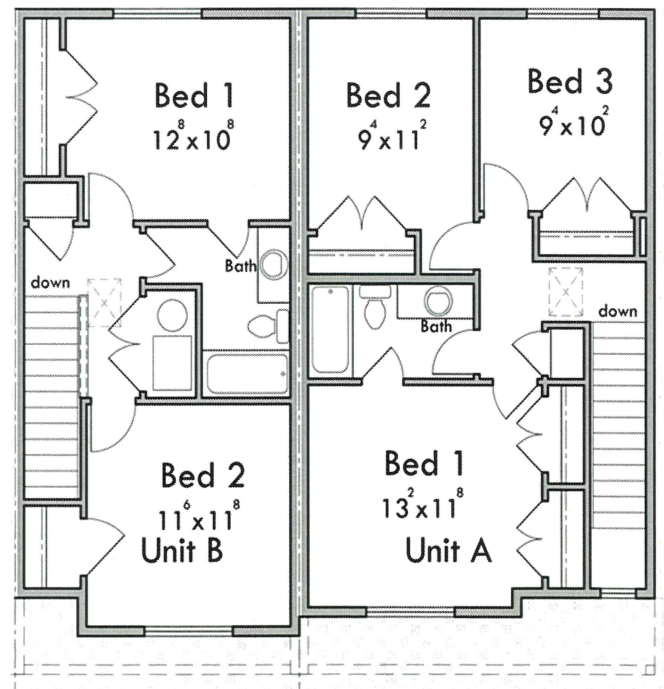
PLAT DATE: 05/05/2023

23-028.dwg

JN. 23-028



Lower Floor



Upper Floor

Unit "B" Square Footage

Main Floor: — 496 sq.ft.
Upper Floor: — 482 sq.ft.

Total Living: — 978 sq.ft.

Unit "A" Square Footage

Main Floor: — 620 sq.ft.
Upper Floor: — 579 sq.ft.

Total Living: — 1199 sq.ft.



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: August 25, 2023
Date Submitted: August 28, 2023
Final Approval Date: August 29, 2023
Presenter: Sam Couvillon
Item of Business: Appointment: Convention & Visitors Bureau Authority
Meeting Date: August 31, 2023

Purpose of Request:

The purpose of this request is to address the expired term positions for the Hotel/Motel Industry, Restaurant/Food Establishment and Attractions Industry.

Facts & Issues / History & Background:

The board follows the guidelines set forth in state legislation as well as the City Charter and Code of Ordinances. Members of the Authority serve two-year terms.

Jay Singh and Jeff Pruitt have confirmed a willingness to serve another term. Rand Carswell has confirmed a willingness to serve as representative for the Restaurant/Food establishment position previously held by Rob Caron with Brenau Catering. An outstanding debt verification was completed with no concerns.

Department Recommendation:

To consider the nominations as submitted by the Mayor.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. CVB Members
2. 2023 CVB Attendance Report

CONVENTION VISITORS BUREAU AUTHORITY

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Hotel/Motel Industry (Econo Lodge)	Patel	Nimisha	3/15/2022 UE	8/16/2022	6/30/2024
Hotel/Motel Industry (The Guest Lodge)	Singh	Jay	6/15/2021		6/30/2023
Restaurant/Food Establishment (Brenau Catering)	Caron	Rob	10/19/2021 UE		6/30/2023
Attractions Industry (Elachee NSC)	Bradford	Amy	8/16/2022		6/30/2024
Attractions Industry (Ramsey Conference Ctr)	Pruitt	Jeff	6/18/2019	6/15/2021	6/30/2023
Virtue of Position	Mattison	Kate	7/1/2014		Indefinite
Virtue of Position	Lackey	Bryan	11/30/2015		Indefinite

TERM: Two-year
(Est. Staggered Terms Initially)

CONTACT: Regina Ingebrigtsen, CVB Manager

NOTES: Est. with HB 1132 executed by the Governor on April 29, 2014
Members eligible to succeed themselves for a maximum of three consecutive terms

UPDATED: Wednesday, August 17, 2022

CONVENTION AND VISITORS BUREAU ADVISORY BOARD ATTENDANCE REPORT

MEETING			BOARD MEMBER				
	DATE	TYPE	Singh	Caron	Patel	Bradford	Pruitt
1	7/21/2021	R	1				1
2	9/22/2021	R	0				0
3	11/17/2021	R	1				1
4	3/30/2022	R	1				1
5	5/25/2022	R	1				1
6	7/27/2022	R	0	1	1		1
7	9/28/2022	R	1	1	1		1
8	11/30/2022	R	1	0	1		1
9	3/29/2023	R	1	1	1		0
10	5/31/2023	R	0	1	1		0
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	TOTAL	10	7	5	7	4	7
	ATTENDANCE %		70%	63%	100%	100%	70%

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

C = Called Meeting
1 = Attended

NOTES:

Submitted By: _____
 Regina Dyer
 Recording Secretary

Date: _____
 8/9/2023