GAINESVILLE

Mayor/Council Meeting Agenda
Tuesday, February 20, 2024, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS:

A. Proclamation: Honoring the Late Jacob Wilmont, Sr.

B. Gainesville Leadership Academy 2023 Graduates

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

A. Chattahoochee Golf Course Advisory Committee

- Reappoint John Wright and Stuart Moore

B. Housing Authority

- Reappoint Darryl Smallwood

C. Parks and Recreation Board

- Reappoint Robert Washington and Trey McPhaul

D. SPLOST VIII Citizens Review Committee

- Appoint Carolyn Kearns
- Reappoint Frank Norton, Jr.

Minutes

A. February 1, 2024 Work Session

B. February 6, 2024 Mayor/Council Meeting

Resolutions

A. BR-2024-04 GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement - 2024

B. BR-2024-05 General Banking Resolution

C. PR-2024-03 Authorization to Apply For and Participate in the Georgia Initiative for Community Housing (GICH) Senior Year Program

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

A. BR-2024-06 Authorization to Execute A Business Park Intergovernmental Agreement By and Between City of Gainesville, Georgia and Gainesville and Hall County Development Authority Regarding Marketing and Sale of Real Property Known as Lots 18, 19 and 20 in Business Park

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Thursday, February 15, 2024, 5:15 PM

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	January 29, 2024
Date Submitted:	February 12, 2024
Final Approval Date:	February 20, 2024
Presenter:	Sam Couvillon
Item of Business:	Proclamation: Honoring the Late Jacob Wilmont, Sr.
Meeting Date:	February 20, 2024

Purpose of Request:
Proclamation honoring the life and service of the late Jacob Wilmont

Facts & Issues / History & Background:
Attendees to receive the Proclamation:

- Family of Jacob Wilmont, Sr.

Department Recommendation:

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. Proclamation: Honoring the Late Jacob Wilmont Sr.

PROCLAMATION

Whereas, Jacob Wilmont Sr., prior to his passing Nov. 4, 2023, was well recognized as being a beloved part of the Gainesville-Hall County community for decades; and

Whereas, Mr. Wilmont served the City of Gainesville in a number of honorable capacities, including the Gainesville Parks & Recreation Department for 37 years from November 1969-March 2006, retiring as the Recreation Center Director of the Butler Center; and

Whereas, he was most visible at Enota Multiple Intelligences Academy where he served as the school's dedicated traffic guard for 40-plus years. He also worked PTA meetings, basketball and football games; and

Whereas, Mr. Wilmont was also applauded as a small business owner in the community and taxicab driver throughout the years; and

Whereas, he was a faithful member of Antioch Baptist Church, then St. John Baptist Church for 30-plus years, during which time he served on the deacon board and sang with the men's choir; and

Whereas, Mr. Wilmont loved supporting the very community he served in his free time by attending Gainesville High School games, watching his grandchildren play recreational sports, singing in the church choir, and eating at Burger King and Rabbitown Café with his family and friends; and

Whereas, he will long be remembered for his unwavering service to the community, his never-ending kindness and his passion for Gainesville, Georgia.

NOW, THEREFORE, BE IT RESOLVED, *that I, W. Samuel Couvillon, Mayor and the Gainesville City Council, do hereby recognize Jacob Wilmont, Sr.*

Presented this 20th day of February, 2024

_____

W. Samuel Couvillon, Mayor
City of Gainesville

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	January 19, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 20, 2024
Presenter:	Janeann Allison, Administrative Services Director
Item of Business:	Gainesville Leadership Academy 2023 Graduates
Meeting Date:	February 20, 2024

Purpose of Request:
To recognize the graduates of the 2023 Gainesville Leadership Academy.

Facts & Issues / History & Background:
List of 2023 graduates attached.

Department Recommendation:

Department Director:
Janeann Allison

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

Administrative Comments:

Attachments:
1. GLA Class of 2023 for Council Recognition

Gainesville Leadership Academy
Class of 2023

Graduates attending Council Recognition

1. Gina Mann, Department of Water Resources
2. Jill Graham, Department of Water Resources
3. Monterrio Williams, Department of Water Resources
4. Ryan Satterfield, Department of Water Resources
5. Scott Hennessey, Department of Water Resources
6. Tim Tench, Department of Water Resources
7. Tracy Robar, Department of Water Resources

1. Billy Carter, Public Works, Solid Waste
2. Dana Chandler, Public Works, Street Maintenance
3. Jeff Garner, Public Works, PL&B

1. Cody Tucker, Fire
2. Dustin Oliver, Fire
3. Jessica Van, Police
4. Jonathan Sutton, Fire
5. Justin Martin, Fire
6. Kris Dale, Fire

1. Alisa Grayson, City Manager's Office
2. Bradley Jones, Information Technologies
3. Eric Larsen, Parks & Recreation
4. Heather Deweese, Community & Economic Development
5. Kimberly Leon, Human Resources
6. Russ Gregson, Human Resources

Graduates not available to attend Council Recognition

1. Blake Truelove, Fire
2. Bryan Majors, Police
3. Dontrese Mize, Department of Water Resources
4. Doug Harris, Fire
5. Tommy Gilstrap, Department of Water Resources

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 15, 2024

Date Submitted: February 15, 2024

Final Approval Date: February 15, 2024

Presenter: Sam Couvillon

Item of Business: Chattahoochee Golf Course Advisory Committee

- Reappoint John Wright and Stuart Moore

Meeting Date: February 20, 2024

Purpose of Request:
The purpose of this request is to address the expired term positions held by John Wright and Stuart Moore.

Facts & Issues / History & Background:
CGCAC members serve three-year terms. They follow the guidelines as set forth in the City Charter, Code of Ordinances and Business Resolution 2010-23.

John Wright and Stuart Moore were recommended for reappointment and both members confirmed a willingness to serve. The verification of outstanding debt was completed with no concerns.

Department Recommendation:
To approve the nominations to reappoint John Wright and Stuart Moore as submitted by the Mayor.during the February 15, 2024 Work Session.

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. CGCAC Members
2. CGCAC Member Attendance Report

CHATTAHOOCHEE GOLF COURSE ADVISORY COMMITTEE

NOMINATED BY:	LAST NAME	FIRST NAME	APPOINTED/ TERM BEGAN	REAPPOINTED	EXPIRES
CCC	Wright	John	11/17/2020 (Term begins 12/19/20)		12/19/2023
City Council	Palmer	Gary	9/15/2020	11/21/2023	11/21/2026
City Council	Huff	Dick	8/18/2020	11/21/2023	11/21/2026
City Council	Nix	Charley	11/21/2023		11/21/2026
City Council	Shell VACANT	Martha	8/15/2017	8/18/2020	8/18/2023
City Council	Brown	Cleve	9/15/2020 UE	11/17/2020 11/21/2023	11/21/2026
CCC	Rogers	Lee	4/20/2021		4/20/2024
CCC	Jacobs, III	John W. "Jay"	12/17/2019	1/17/2023	1/17/2026
CCC	Smith	Mike	8/7/2018	10/19/2021	8/7/2024
CCC	Moore Chairman	Stuart	11/17/2020 Term begins 12/19/20)		12/19/2023
Ex-Officio	Thompson	Zack	1/10/2017	1/9/2018 1/8/2019 1/7/2020 1/19/2021 1/4/2022 1/17/2023 1/16/2024	1/7/2025

TERM: Three year terms

CONTACT: Rodger Hogan, Golf Course

NOTES: Re-established: June 22, 2010. Original Committee began January 1, 2005
Members continue to serve until a successor is appointed.
Term limits - No more than two, three year terms

UPDATED: January 18, 2024

CHATTAHOOCHEE GOLF COURSE ADVISORY COMMITTEE ATTENDANCE REPORT

MEETING			BOARD MEMBER										
	DATE	TYPE	Wright	Palmer	Huff	Lawson	Shell	Brown	Rogers	Jacobs	Smith	Moore	Thompson
1	10/13/2021	R	0	1	1	0	0	0	0	0	0	0	0
2	11/10/2021	R	1	1	1	1	1	1	0	1	0	1	1
3	3/9/2022	R	0	1	1	0	1	1	1	0	1	0	1
4	4/13/2022	R	1	1	1	0	1	1	1	1	1	0	0
5	6/8/2022	R	0	1	1	0	1	0	1	0	1	1	1
6	7/13/2022	R	1	1	1	0	0	1	1	0	0	0	0
7	8/10/2022	R	1	1	1	0	1	1	1	0	1	0	0
8	9/14/2022	R	1	1	0	1	0	1	1	0	0	1	1
9	10/12/2022	R	0	1	1	0	0	1	0	1	1	0	0
10	11/9/2022	R	0	1	1	1	0	1	0	0	0	1	1
11	1/11/2023	R	0	1	1	0	1	0	1	0	0	0	1
12	3/8/2023	R	0	1	1	1	1	1	1	1	1	0	1
13	4/12/2023	R	1	1	1	1	0	0	1	0	1	1	1
14	6/14/2023	R	0	1	1	1	0	1	1	0	0	0	1
15	7/12/2023	R	1	0	1	0	1	0	1	0	1	1	0
16	8/9/2023	R	1	1	0	0	1	1	0	0	0	0	1
17	10/11/2023	R	1	1	1	1	0	1	1	0	0	0	1
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
	TOTAL	**17**	**9**	**16**	**15**	**7**	**9**	**12**	**12**	**4**	**8**	**6**	**11**
	ATTENDANCE %		**53%**	**94%**	**88%**	**41%**	**53%**	**71%**	**71%**	**24%**	**47%**	**35%**	**65%**

TYPE MEETING: **R** = Regular Scheduled Meeting **C** = Called Meeting
ATTENDANCE: **0** = Absent **1** = Attended

NOTES:

Submitted By: Rodger Hogan **Date:** **11/3/2023**
Recording Secretary

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 15, 2024

Date Submitted: February 15, 2024

Final Approval Date: February 15, 2024

Presenter: Sam Couvillon

Item of Business: Housing Authority

- Reappoint Darryl Smallwood

Meeting Date: February 20, 2024

Purpose of Request:
The purpose of this request is to address the upcoming expiring term for position held by Darryl Smallwood.

Facts & Issues / History & Background:
The Housing Authority follows the guidelines within the Georgia Code (Section 8-3-50) as well as the City Charter and the City Code of Ordinances. Authority Commissioners terms are for five-years and the Housing Commissioner term is for one-year.

Darryl Smallwood has confirmed a willingness to serve another term. The verification of outstanding debt was completed with no concerns.

Department Recommendation:
To approve the nomination to reappoint Darryl Smallwood as submitted by the Mayor.during the February 15, 2024 Work Session.

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. Housing Authority Board Members
2. Housing Authority Attendance Report 2024

HOUSING AUTHORITY

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Commissioner Vice Chair	Thompson	Faron	8/16/2011 UE	8/18/2015 7/21/2020	8/18/2025
Commissioner	Griffin	Joy	11/2/21 UE		5/19/2025
Commissioner Chair	Smallwood	Darryl	10/1/1997	8/20/2002 9/2/2008 3/4/2014 2/19/2019	3/4/2024
Resident Commissioner	Harper	Kimberly	10/18/2022	10/17/2023	10/18/2024
Commissioner	Figueras	Myrtle	1/19/2016 UE	1/22/2019	2/4/2024
Ex-Officio	Thompson	Zack	1/4/2022	1/17/2023 1/16/2024	1/7/2025

TERM: Five year terms

CONTACT: Beth Brown, Executive Director
Housing Authority
P.O. Box 653
Gainesville, GA 30503
770-536-1294
bbrown@gainesvillehousing.org
www.gainesvillehousing.org

UPDATED: 1/18/24 ag

HOUSING AUTHORITY ATTENDANCE REPORT

MEETING			BOARD MEMBER					
	DATE	TYPE	NAME	NAME	NAME	NAME	NAME	NAME
			Joy Griffin	Thompson	Smallwood	Harper	Figueras	Zack Thompson
1	1/26/2022	R	1	1	1		1	0
2	2/16/2022	R	1	0	1		1	0
3	4/20/2022	R	1	1	1		1	1
4	5/15/2022	R	1	1	1		1	1
5	7/20/2022	R	0	0	1		1	1
6	9/7/2022	R	1	0	1		1	1
7	10/19/2022	R	1	1	1	1	1	1
8	11/16/2022	R	1	1	1	1	1	1
9	1/20/2023	S	1	1	1	0	1	0
10	2/15/2023	A	1	1	1	1	1	1
11	4/19/2023	R	1	1	1	1	1	1
12	5/17/2023	R	1	1	1	0	1	1
13	6/14/2023	R	1	1	1	0	1	1
14	8/16/2023	R	1	0	1	0	1	1
15	10/18/2023	A	1	1	1	0	1	1
16	12/20/2023	R	1	1	1	0	1	0
17	1/17/2024	R	1	1	1	0	1	1
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
	TOTAL	**17**	**16**	**13**	**17**	**4**	**17**	**13**
	ATTENDANCE %		**94%**	**76%**	**100%**	**24%**	**100%**	**80%**

TYPE MEETING: **R** = Regular Scheduled Meeting **C** = Called Meeting

ATTENDANCE: **0** = Absent **1** = Attended

NOTES:

Submitted By: Shanna Kennedy **Date:** **1/24/2024**

Recording Secretary

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 15, 2024

Date Submitted: February 15, 2024

Final Approval Date: February 15, 2024

Presenter: Sam Couvillon

Item of Business: Parks and Recreation Board

- Reappoint Robert Washington and Trey McPhaul

Meeting Date: February 20, 2024

Purpose of Request:
The purpose of this request is to address the expired term positions held by Robert Washington and Trey McPhaul.

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

Robert Washington and Trey McPhaul have expressed a willingness to serve another term. The verification of outstanding debt was completed with no concerns.

Department Recommendation:
To approve the nominations to reappoint Robert Washington and Trey McPhaul as submitted by the Mayor during the February 15, 2024 Work Session.

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. Parks and Recreation Board Members
2. 2023 P&R Attendance Report

PARKS AND RECREATION BOARD

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Peeples Chair	Kingsley	10/15/19 UE	12/17/2019	12/31/2024
Ward 1	Simpson Vice Chair	John	8/18/15 UE	12/18/2018	12/31/2023
Ward 2	Daniel Secretary/Treasurer	Kristin	3/17/2015	12/17/2019	12/31/2024
Ward 2	Murray	Alex	1/19/2021		12/31/2025
Ward 3	Washington	Robert	12/18/2018		12/31/2023
Ward 3	Castleberry	Jerry	8/19/2008 UE	12/15/2009 12/16/2014 12/17/2019	12/31/2024
Ward 4	Morgan	Chris	12/21/2021 *(term begins 1/1/22*		12/31/2026
Ward 4	Loggins	Brent	12/21/2021 *(term begins 1/1/22*		12/31/2026
Ward 5	McPhaul	Trey	3/1/2022 UE		12/31/2023
Ex-Officio	Hayes	Juli	1/19/2021	1/4/2022 1/17/2023 1/16/2024	1/7/2025
Director	Mattison	Kate		Board Appointed	

TERM: Five year terms

CONTACT: Kate Mattison, Director of Parks & Recreation

UE: Unexpired Term

UPDATED: 1/18/2024 ag

PARKS AND RECREATION BOARD ATTENDANCE REPORT

MEETING			BOARD MEMBER									
	DATE	**TYPE**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**	**NAME**
1			Castleberry	Daniell	Daniell		Murray	Peeples	Simpson		Washington	Clay
2	11/8/2021	R	1	1	0		1	0	1		1	1
3	12/3/2021	Cancelled										
4			Castleberry	Daniel	Loggins	Morgan	Murray	Peeples	Simpson	McPhaul	Washington	Clay
5	1/10/2022	R	1	1	1	1	1	1	1	0	1	1
6	2/14/2022	R	1	0	1	1	1	1	1	0	1	1
7	3/14/2022	R	1	1	0	1	1	1	1	0	1	1
8	4/11/2022	R	1	1	1	0	0	1	1	0	1	1
9	5/9/2022	R	1	1	1	1	1	0	1	1	1	1
10	6/13/2022	R	1	1	1	1	1	0	1	1	1	1
11	7/11/2022	Cancelled										
12	8/8/2022	Cancelled										
13	9/12/2022	R	1	1	1	0	1	0	0	1	1	0
14	10/10/2022	R	1	1	1	0	0	0	1	1	0	0
15	11/14/2022	R	1	1	1	1	0	0	0	1	1	1
16	12/12/2022	Cancelled										
17	1/9/2023	R	1	0	1	1	0	0	1	1	0	0
18	2/13/2023	Cancelled										
19	3/13/2023	R	1	1	1	1	1	1	1	1	1	1
20	4/10/2023	R	1	0	0	1	1	1	1	0	1	1
21	5/8/2023	R	1	0	1	1	1	1	0	0	1	1
22	6/12/2023	R	1	1	1	1	1	0	1	1	1	0
23	7/10/2023	Cancelled										
24	8/14/2023	R	1	0	1	1	1	1	0	0	1	1
25	9/11/2023	Cancelled										
26	10/9/2023	R	1	1	1	1	0	0	1	1	1	1
27	11/3/2023	R	1	1	1	0	1	0	0	1	1	1
28												
29												
30												
31												
	TOTAL	**18**	**18**	**13**	**15**	**13**	**13**	**8**	**13**	**10**	**16**	**14**
	ATTENDANCE %		**100%**	**72%**	**83%**	**76%**	**72%**	**44%**	**72%**	**59%**	**89%**	**78%**

TYPE MEETING: **R** = Regular Scheduled Meeting **C** = Called Meeting

ATTENDANCE: **0** = Absent **1** = Attended

NOTES: July 2022 - mtg cancelled; Aug 2022 - no quorum; Dec 2022 - mtg cancelled; 02/13/23 - no quorum; 07/10/23 - mtg cancelled; 09/11/2023 - mtg cancelled

Submitted By: Judy Williams **Date:** 12/5/2023

Recording Secretary

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 15, 2024

Date Submitted: February 15, 2024

Final Approval Date: February 15, 2024

Presenter: Sam Couvillon

Item of Business: SPLOST VIII Citizens Review Committee

- Appoint Carolyn Kearns
- Reappoint Frank Norton, Jr.

Meeting Date: February 20, 2024

Purpose of Request:
The purpose of this request is to address the expired term positions for the City representatives.

Facts & Issues / History & Background:
Business Resolution 2019-31 was adopted on August 20, 2019 adopting an intergovernmental agreement related to proceeds from the SPLOST Projects (SPLOST VIII). The committee follows the same guidelines as set forth in the City Charter, Code of Ordinances and Business Resolution 2019-31. Members serve three-year terms.

Carolyn Kearns has expressed a willingness to serve and Frank Norton has expressed a willingness to serve another term. The outstanding debt verification process was completed with no concerns.

Department Recommendation:
To approve the nominations to appoint Carolyn Kearns and to reappoint Frank Norton, Jr. as submitted by the Mayor.during the February 15, 2024 Work Session.

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. SPLOST VIII Citizens Review Committee Members

SPLOST VIII Citizens' Review Committee

GOVERNING BODY	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
City	Williams	Etherean	2/4/2020		2/4/2024
City	Norton, Jr.	Frank	2/4/2020		2/4/2024
County	Davenport	Andrew	2/5/2020 (3/24/2023)	**Previous appt was Mary Beth Alexander*	2/4/2024
County	Gee	Jacob	2/5/2020		2/4/2024
County	Hoffman	Brent	2/5/2020		2/4/2024
County	Staples	Joey	2/5/2020		2/4/2024
County	Werner	Carol	2/5/2020		2/4/2024
Buford/Braselton/ Flowery Branch/ Oakwood/Rest Haven	Barnes	Glennis			
Clermont/ Gillsville/Lula	Ryals	Casey			

TERM: 4 year terms

CONTACT: Wes Geddings, Hall County Financial Services Director. wgeddings@hallcounty.org
Zachary Propes, Hall County Assistant County Administrator

NOTES: This committee was established per Resolution BR-2019-31 based on the Intergovernmental Agreement between Hall County and its Incorporated Municipalities related to the proceeds from the SPLOST Projects. 9 Members (5 - HC, 2 - Gainesville, 1 - Buford/Braselton/Flowery Branch/Oakwood/Rest Haven; 1 -

Updated: Wednesday, February 7, 2024

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	January 9, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 15, 2024
Presenter:	Denise Jordan, City Clerk
Item of Business:	February 1, 2024 Work Session
Meeting Date:	February 20, 2024

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

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	January 9, 2024
Date Submitted:	February 20, 2024
Final Approval Date:	February 20, 2024
Presenter:	Denise Jordan, City Clerk
Item of Business:	February 6, 2024 Mayor/Council Meeting
Meeting Date:	February 20, 2024

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

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	February 15, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 15, 2024
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2024-04 GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement - 2024
Meeting Date:	February 20, 2024

Purpose of Request:
To renew the current Statewide Mutual Aid and Assistance Agreement for ensuring the timely provision of mutual aid assistance and the reimbursement of costs incurred for rendering assistance.

Facts & Issues / History & Background:
The GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement was last adopted on February 4, 2020, with renewal required every 4 years.

Department Recommendation:
Approve the resolution.

Department Director:
Brandon Ellis

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2024-04 GEMA HSS Mutual Aid and Assistance Agreement - 2024
2. Agreement: Statewide Mutual Aid Agreement 2024
3. SWMAA FAQs

RESOLUTION BR-2024-04

Georgia Emergency Management Agency – Homeland Security Statewide Mutual Aid and Assistance Agreement - 2024

WHEREAS, the City of Gainesville is vulnerable to a wide range of natural or man-made disaster/emergencies; and

WHEREAS, the Georgia Emergency Management Act gives local governments of the State of Georgia the authority to make agreements for mutual aid assistance in emergencies and through such agreements to ensure the timely provision of mutual aid assistance and the reimbursement of cost incurred by local governments which render such assistance; and

WHEREAS, the purpose of the Georgia Emergency Management Agency (GEMA) – Homeland Security Statewide Mutual Aid and Assistance Agreement is to provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a participating party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attacks, acts of terrorism, or other significant events of homeland security activity.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville is in support of the Georgia Emergency Management Agency – Homeland Security Statewide Mutual Aid and Assistance Agreement hereto attached and authorizes the Mayor and/or City Manager to sign the documents required for the Statewide Mutual Aid Agreement.

Adopted this _____ day of _____, 2024.

_____

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

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Gainesville

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) “Participating Parties” means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

APPROVED AS TO FORM:

_____
Abbott S. Hayes, Jr., City Attorney

Agreed:

_____
Chief Executive Officer - Signature

W. Samuel Couvillon, Mayor
Chief Executive Officer – Print Name

County/Municipality: City of Gainesville

_____
Attest: Denise O. Jordan, City Clerk

Date:_____/_____/_____

_____
GEMA/HS Director – Signature

_____
GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for City of Gainesville (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Bryan Lackey	City Manager
Print Name	Job Title/Position

Signature of Above Individual

Brandon Ellis	Fire Chief
Print Name	Job Title/Position

Signature of Above Individual

Jay Parrish	Police Chief
Print Name	Job Title/Position

Signature of Above Individual

Date:_____/_____/_____

Chief Executive Officer - Signature

W. Samuel Couvillon, Mayor
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for City of Gainesville (county/municipality) for the purpose of reimbursement sought for mutual aid:

Jeremy Perry	Chief Financial Officer
Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Date:_____/_____/_____

Chief Executive Officer - Signature

W. Samuel Couvillon, Mayor
Chief Executive Officer – Print Name

Statewide Mutual Aid Agreement (SWMAA)
FAQs

Why do I need to do this?
Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?
Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?
"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?
The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?
A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?
Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?
Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	February 15, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 15, 2024
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2024-05 General Banking Resolution
Meeting Date:	February 20, 2024

Purpose of Request:
To provide an update to the list of City officials authorized to transact banking business on behalf of the City of Gainesville, Georgia as necessary.

Facts & Issues / History & Background:
Financial institutions require a corporate resolution to establish a banking relationship. The resolution establishes City employees who are authorized to transact business with financial institutions.

Department Recommendation:
Financial Services recommends the adoption of the General Banking Resolution.

Department Director:
Jeremy Perry

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-05 General Banking Resolution FY2024

RESOLUTION BR-2024-05

GENERAL BANKING RESOLUTION

WHEREAS, financial institutions require a "corporate" resolution to establish a banking relationship; and

WHEREAS, the City of Gainesville, Georgia, from time to time, has banking relations with the various local banks; and

WHEREAS, there is a need to formally authorize and update the list of City officials authorized to transact banking business on behalf of the City of Gainesville, Georgia.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville, Georgia hereby adopts that any financial institution with offices in our local area and being registered with the City of Gainesville Business Tax and Licensing Office for a business license tax, being paid in full, be designated as depositories of the City of Gainesville, Georgia.

BE IT FURTHER RESOLVED THAT all general banking resolutions approved prior to the adoption of this resolution are hereby rescinded.

BE IT FURTHER RESOLVED THAT this resolution shall be in effect until an updated resolution has been adopted by the governing body and notification of such action has been provided to the respective financial institutions.

BE IT FURTHER RESOLVED THAT all transactions, if any, with respect to any deposits, withdrawals, investments, etc., by or on behalf of the City of Gainesville, Georgia with these financial institutions prior to the adoption of this resolution are hereby ratified approved and confirmed.

BE IT FURTHER RESOLVED THAT these financial institutions are requested, authorized, and directed to honor the signature of the persons named below, when they act in the representative capacity as agents of the City of Gainesville, Georgia, for (1) checks, drafts, wires and other orders of payment drawn; (2) the purchase of investments authorized by State of Georgia law for purchase by municipal corporations; and (3) other necessary transactions or documents to properly manage the various accounts of the City of Gainesville, Georgia.

Bryan Lackey
City Manager

_____
Signature

Angela Sheppard
Assistant City Manager

_____
Signature

Jeremy Perry
Chief Financial Officer

_____
Signature

Christopher Pike
Deputy CFO – Audit and Financial Operations

_____
Signature

RESOLUTION BR-2024-05

GENERAL BANKING RESOLUTION

Jennifer Chamblee
Financial Accounting Manager

_____
Signature

BE IT FURTHER RESOLVED THAT the City of Gainesville, Georgia agrees to the terms and conditions of any account agreement properly opened by any authorized representative of the City of Gainesville, Georgia and authorizes the financial institutions to charge the City of Gainesville, Georgia for all checks, drafts, wires, or other orders for the payment of monies that are drawn on these financial institutions, regardless of whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen above.

Adopted this ____ day of February, 2024.

_____
W. Samuel Couvillon, Mayor

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

ATTEST:

_____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	February 15, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 15, 2024
Presenter:	Bryan Lackey, City Manager
Item of Business:	PR-2024-03 Authorization to Apply For and Participate in the Georgia Initiative for Community Housing (GICH) Senior Year Program
Meeting Date:	February 20, 2024

Purpose of Request:
Resolution authorizing the CEDD to submit an application to the Georgia Department of Community Affairs (DCA) and to participate, if selected, in the Georgia Initiative for Community Housing (GICH) Senior Year.

Facts & Issues / History & Background:
The Georgia Initiative for Community Housing (GICH) has been helping communities create and sustain vibrant neighborhoods with safe, affordable housing by improving the quality of life and economic vitality through the development of locally-driven housing and revitalization strategies. The City of Gainesville successfully completed its three-year GICH program in 2014, and has maintained its alumni certification since graduating.

The GICH Senior Year is a new competitive program for GICH Certified Alumni communities with a mission to holistically invest affordable housing funds in Georgia communities based on their strategic vision. The GICH Senior Year is a two-year commitment through which the participating communities will receive targeted technical assistance and education, will gain access to a full suite of DCA programs, and will build capacity to plan for and administer DCA funds.

Department Recommendation:
Adopt the resolution.

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. PR-2024-03 Authorize GICH Senior Year Application

RESOLUTION PR-2024-03

Authorization to Apply for and Participate in the Georgia Initiative for Community Housing (GICH) Senior Year Program

WHEREAS, since 2004, the Georgia Initiative for Community Housing (GICH) has been helping communities across the state create and sustain vibrant neighborhoods with safe, affordable housing by improving quality of life and economic vitality through the development of locally-driven housing and revitalization strategies; and

WHEREAS, the City of Gainesville successfully completed its three-year GICH program in 2014, and has maintained its alumni certification since graduating from the GICH program; and

WHEREAS, the Georgia Initiative for Community Housing (GICH) Senior Year is a new, competitive program for GICH Certified Alumni Communities with a mission to holistically invest affordable housing funds into Georgia communities based on their strategic vision; and

WHEREAS, participation in the GICH Senior Year is a two-year commitment through which the participating communities will receive targeted technical assistance and education, will gain access to a full suite of DCA programs, and will build capacity to plan for and administer DCA funds; and

WHEREAS, with success from GICH-inspired initiatives such as the construction of ten single-family homes for homeownership by income-eligible households using DCA HOME and CHIP grants and to redevelop obsolete, irreparable public housing units under DCA Housing Tax Credit program, the governing body desires to build on its strong GICH foundation and explore opportunities afforded to the City through participation in the GICH Senior Year; and

WHEREAS, the governing body recognizes the benefits of targeted assistance and education and supports participation in the GICH Senior Year.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the submittal of an application for, and if selected, participation in the Georgia Initiative for Community Housing Senior Year.

BE IT FURTHER RESOLVED THAT the governing body authorizes the Mayor, City Manager, and/or City Attorney to execute the necessary documents to accept, execute and administer the program.

Adopted this _____ day of _____, 2024.

_____

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

Mayor/Council Agenda Request

Item Created:	February 15, 2024
Date Submitted:	February 15, 2024
Final Approval Date:	February 20, 2024
Presenter:	Abb Hayes, City Attorney
Item of Business:	BR-2024-06 Authorization to Execute Business Park Intergovernmental Agreement By and Between City of Gainesville, Georgia and Gainesville and Hall County Development Authority Regarding Marketing and Sale of Real Property Known as Lots 18, 19 and 20 in Business Park
Meeting Date:	February 20, 2024

Purpose of Request:
The purpose of this request is to authorize execution of the Business Park Intergovernmental Agreement along with any other related documents regarding the marketing and sale of property known as Lots 18, 19 and 20.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-06 Authorize Business Park IGA between City and Develpment Authority Regarding Business Park Lots 18-19-20
2. Attachment: Business Park Intergovernmental Agreement (Lots 18, 19 and 20)

RESOLUTION BR-2024-06

AUTHORIZATION TO EXECUTE BUSINESS PARK INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CITY OF GAINESVILLE, GEORGIA AND GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REGARDING MARKETING AND SALE OF REAL PROPERTY KNOWN AS LOTS 18, 19, AND 20 IN BUSINESS PARK

WHEREAS, the City of Gainesville ("the City") and the Gainesville and Hall County Development Authority ("the Authority") wish to provide economic opportunities for the citizens of Gainesville and Hall County through the development of a business park and to provide for the marketing and sale of real property by the Authority; and

WHEREAS, the City and the Authority desire to enter into the Business Park Intergovernmental Agreement attached hereto to set forth the duties and responsibilities of the City and the Authority as to real property available for sale for business development, including the development of a business park and including the transfer of real property to the Authority for subsequent sale as set forth within the attached two Intergovernmental Agreements.

NOW, THERFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the Mayor, City Manager and/or the City Attorney to execute the Business Park Intergovernmental Agreement attached hereto by and between the City and the Authority, and any other documents necessary to effectuate the provisions of the two attached Intergovernmental Agreements.

Adopted this _____ day of February, 2024.

_____
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

BUSINESS PARK INTERGOVERNMENTAL AGREEMENT
(Lots 18, 19 and 20)

THIS AGREEMENT is made as of the ___ day of _____, 2024, by and between the **CITY OF GAINESVILLE, GEORGIA** ("City") and the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** ("Authority").

WHEREAS, City is developing that certain property described on **Exhibit "A"** hereto (the "Park Property") into a business park, which includes that certain property and easements described on **Exhibit "B"** hereto (the "City Property") which the City has agreed to convey to Authority.

WHEREAS, City and Authority wish to provide for the marketing and sale of the City Property as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. City agrees to transfer the City Property to Authority, in conjunction with the closing of the sale of the City Property pursuant to a purchase and sale agreement, executed between the Authority and a certain corporate buyer relating to the City Property. City agrees to transfer the City Property to Authority on or before May 15, 2024 such that the closing of the sale of the City Property is not delayed. City agrees to develop the Park Property into a business park.

2. Authority shall use its reasonable, best efforts to market and sell the City Property to the business identified in the purchase and sale agreement relating to the City Property. The business to which the City Property shall be sold shall be compatible with the FY 2022 Marketing Plan established by the Economic Development Council, attached hereto as Exhibit "C," and must also be permitted uses under Article VI of the Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park, dated February 2, 2021, and recorded at Deed Book 8720, Pages 651-687, Hall County, Georgia Deed Records.

3. The purchase price at which the City Property will be offered for sale shall be at least $20,000,000.

4. Upon receipt, the Authority shall pay the proceeds of sale to the City, net of any real estate commission and other customary and reasonable closing expenses.

5. City warrants and represents to Authority:

(a) City has the right, power and authority to enter into this Agreement and to convey the City Property in accordance with the terms and conditions hereof.

(b) City has good, marketable and insurable fee simple record title to the Park Property, less and except that portion of the Park Property previously conveyed to

the Authority (said Park Property hereinafter referred to as "the Remaining Park Property"), subject only to any utility easements of record. No portion of the Remaining Park Property encroaches onto the property of any other person or entity. There are no encroachments onto the Remaining Park Property by any adjoining land owner.

(c) No person, firm or entity has any rights in or rights to acquire all or any portion of the City Property or any part thereof, and there is no outstanding agreement to sell all or any part of the City Property to any other person, firm, or entity.

(d) City is not now a party to any litigation affecting City's right to convey the City Property.

(e) City has no knowledge of any pending, threatened or contemplated condemnation proceedings affecting the City Property.

(f) There are no existing assessments that are unpaid and City has no knowledge of any pending assessments against the City Property.

(g) To the best of City's knowledge, no portion of the City Property has ever been used as a landfill or as a dump to receive garbage, refuse, waste, or fill material whether or not hazardous, and there are and have been no Hazardous Substances (as hereinafter defined) stored, handled, installed or disposed in, on or about the City Property or any other location within the vicinity of the City Property. As used in this Agreement, the term "Hazardous Substances" means such materials, waste, contaminates or other substances defined as toxic, dangerous to health or otherwise hazardous by reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC §6901 et. seq. ("RCLA"); (ii) the Hazardous Materials Transportation Act, 49 §USC 1801, et. seq.; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 et. seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the City Property is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body.

(h) The City Property is located in the City of Gainesville, Georgia, and there is no zoning law, regulation, or ordinance affecting the City Property which would restrict or impair the operation of a business facility on the City Property, except the restrictions applicable to the City Property under the City's Unified Land Development Code.

(i) City has no notice of and is not aware of any violations of any laws, ordinances, orders, restrictive covenants or other requirements affecting the City Property, and there are no violations of record of any of the foregoing.

6. Authority shall cause the buyer of the City Property to diligently construct, equip and operate an industrial facility.

7. Authority shall carry out the marketing and sale of the City Property with reasonable due diligence.

8. Authority shall periodically, and also upon request, provide City with reports regarding its marketing efforts relating to the City Property.

9. City hereby grants permission to Authority, its representatives and agents to enter upon the City Property and conduct engineering, soils, environmental and other tests and studies of the City Property as Authority deems necessary or advisable; provided, that Authority shall repair any damage, and shall indemnify and hold City harmless from and against any and all claims and liabilities, resulting from such investigations. Authority shall have the right to grant the same permission of access to the City Property to any potential buyer of the City Property and its agents and representatives under the same requirement of repair and indemnity. Authority expressly agrees to cause the results of any environmental investigation, review, sampling or analyses obtained by Authority and/or any potential buyer of the City Property in the course of or in connection with the inspections conducted hereunder shall remain confidential to Authority, any potential buyer, and/or any of their agents and/or representatives through the date of closing of the City Property and shall not be disclosed to City, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties (other than the potential buyer) prior to closing, except as otherwise required by applicable law. These confidentiality obligations shall survive the termination of this Agreement. Authority shall indemnify, hold harmless from and defend City, and its agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with Authority's and/or any of its agents' and/or representatives' breach of the confidentiality and other obligations set forth in this Agreement, entry onto the City Property or enforcement of this indemnity. All indemnification obligations contained herein shall survive the closing of any sale of the City Property and any termination of this Agreement. Authority shall cause any potential buyer of the City Property to provide the same indemnity to the City and Authority.

10. This agreement shall be enforceable against and inure to the benefit of the successors and assigns of the parties.

[Signatures on Next Page]

IN WITNESS WHEREOF, City and Authority have executed this Agreement as of the day and year first above written.

CITY OF GAINESVILLE

By:_____
W. Samuel Couvillon, Mayor

Attest:_____
Denise O. Jordan, City Clerk

(SEAL)

Approved as to form:

_____
Abbott S. Hayes, Jr., City Attorney

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest:_____
Secretary

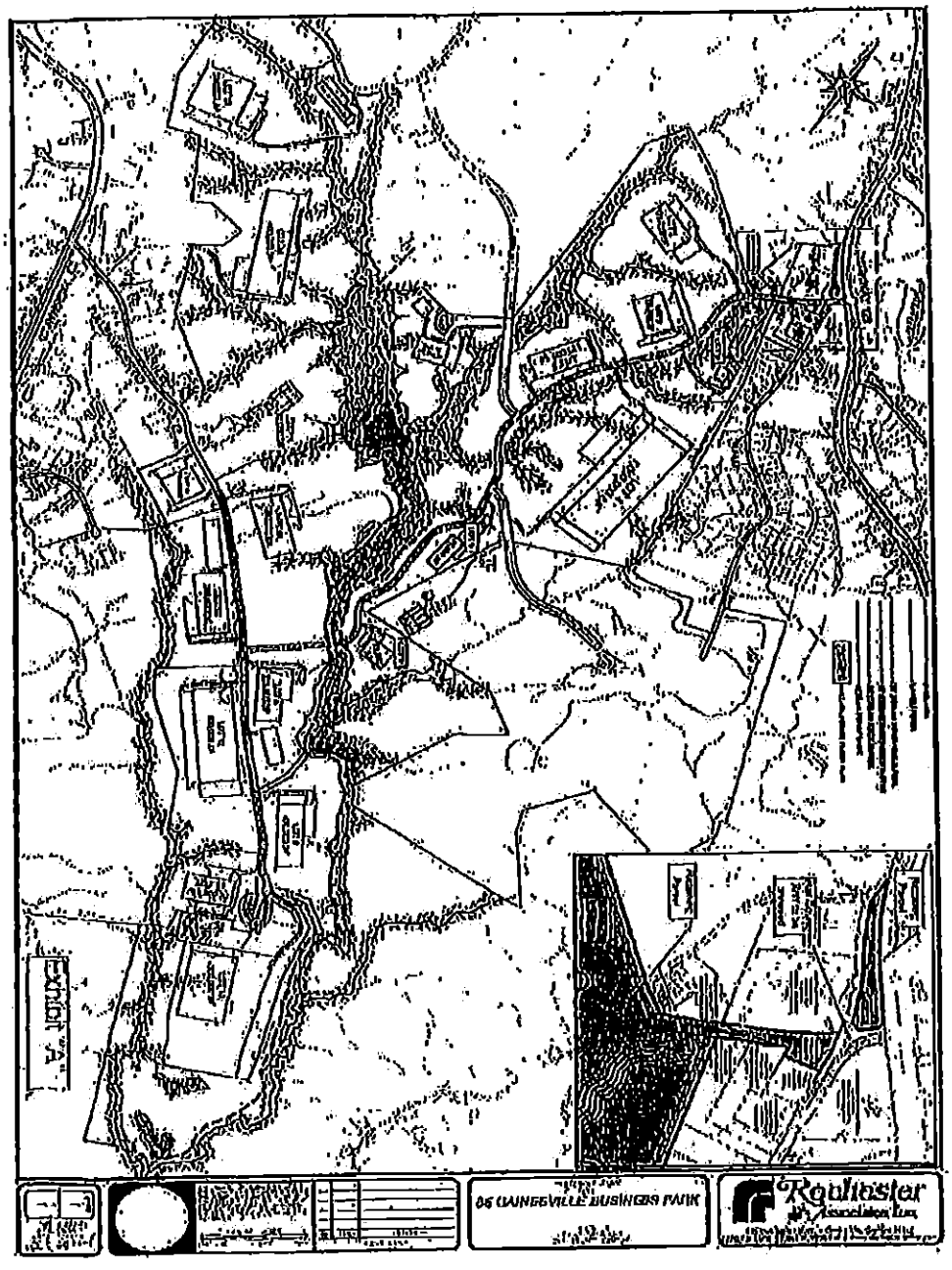
(AUTHORITY SEAL)

EXHIBIT "A"

Description of Park Property

EXHIBIT "A"

SITE PLAN



Attachment: BR-2021-07

EXHIBIT "B"

Description of City Property

EXHIBIT "B"

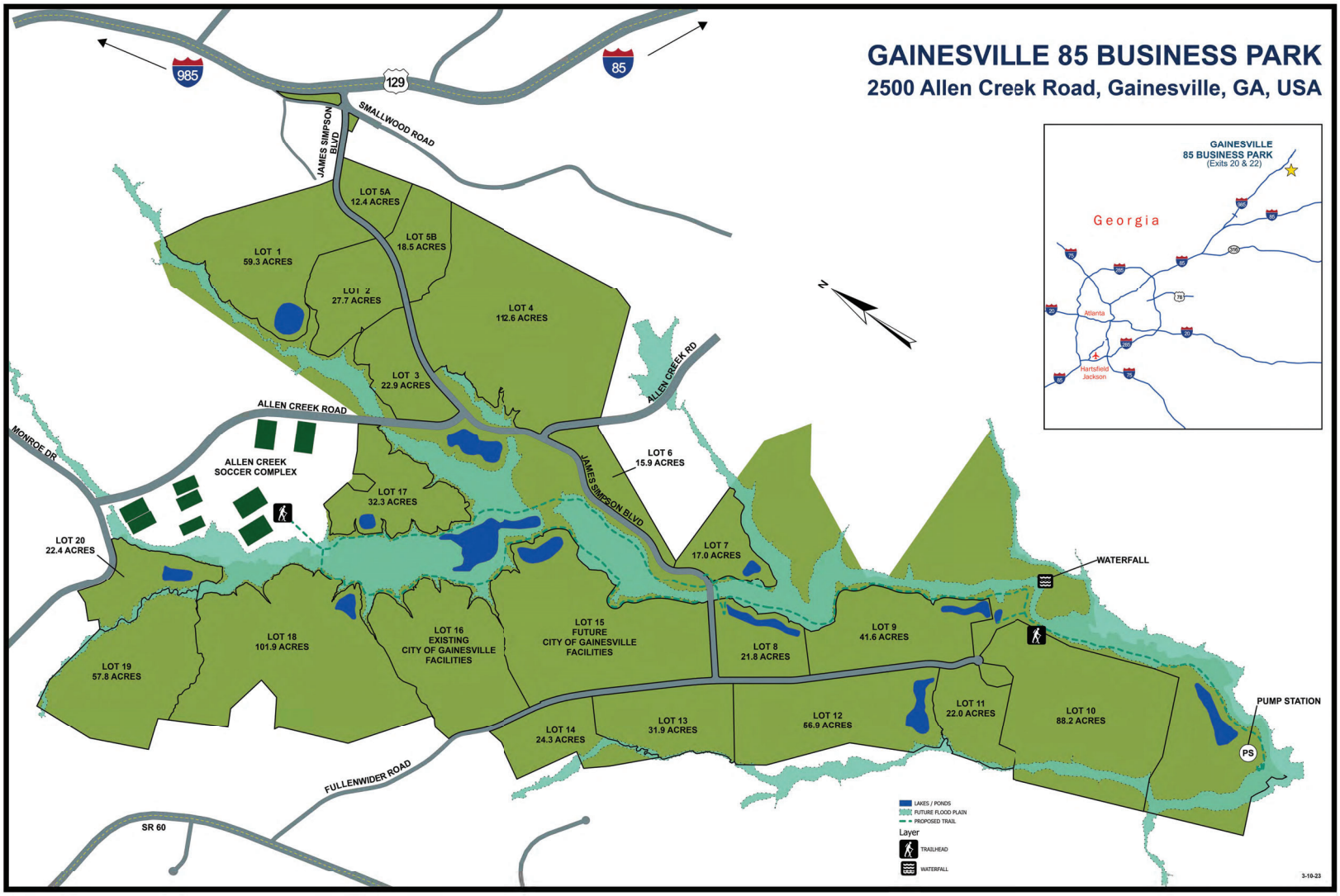

GAINESVILLE 85 BUSINESS PARK
2500 Allen Creek Road, Gainesville, GA, USA
985
129
85
JAMES SIMPSON BLVD
SMALLWOOD ROAD
LOT 5A
12.4 ACRES
LOT 5B
18.5 ACRES
LOT 1
59.3 ACRES
LOT 2
27.7 ACRES
LOT 4
112.6 ACRES
LOT 3
22.9 ACRES
ALLEN CREEK ROAD
ALLEN CREEK RD
MONROE DR
ALLEN CREEK
SOCCER COMPLEX
LOT 17
32.3 ACRES
LOT 6
15.9 ACRES
JAMES SIMPSON BLVD
LOT 20
22.4 ACRES
LOT 7
17.0 ACRES
WATERFALL
LOT 18
101.9 ACRES
LOT 16
EXISTING
CITY OF GAINESVILLE
FACILITIES
LOT 15
FUTURE
CITY OF GAINESVILLE
FACILITIES
LOT 8
21.8 ACRES
LOT 9
41.6 ACRES
LOT 19
57.8 ACRES
PUMP STATION
LOT 14
24.3 ACRES
LOT 13
31.9 ACRES
LOT 12
66.9 ACRES
LOT 11
22.0 ACRES
LOT 10
88.2 ACRES
PS
FULLENWIDER ROAD
SR 60
LAKES / PONDS
FUTURE FLOOD PLAIN
PROPOSED TRAIL
Layer
TRAILHEAD
WATERFALL
3-10-23
GAINESVILLE
85 BUSINESS PARK
(Exits 20 & 22)
Georgia
Atlanta
Hartsfield
Jackson

EXHIBIT "C"

FY 2022 Marketing Plan

4893-0253-2258, v. 1

EXHIBIT "C"

Gainesville-Hall County Economic Development Council
FY 2022 Marketing Plan

Mission Statement: The Gainesville-Hall County Economic Development Council facilitates quality job creation and new investment in the Gainesville-Hall County MSA through business recruitment efforts, encouraging existing business expansion and retention, supporting small businesses and attracting new retail development.

COVID-19 presented challenges to businesses and organizations, large and small. We hope that FY 22 will include an end to the pandemic and a return to in-person meetings. The EDC will coordinate programs, resources and support to help small businesses, our partners and existing industries to address shared issues. For FY 22, much of our mission and priorities remain unchanged, but the manner in which we achieve our goals and objectives will combine traditional meetings and events with a new set of virtual tools.

EDC Targets:

Targeted Business Recruitment Sectors (Diversification): Headquarters, Life Sciences, Medical Devices, Technology Companies, International Subsidiaries.

Targeted Business Recruitment Sectors (Core Growth): Automotive, Financial Services, Fabricated Metals, Plastics, Select Food Products.

Business Recruitment Partners: Commercial Brokers, Site Location Consultants, Statewide Developers, Existing Industries, EDC Partners.

Existing Industry Program Targets: Existing industry clusters and all Gainesville-Hall County manufacturers, processors, logistics and regional/national service companies.

Workforce Development: Collaborate with area employers, educators, housing developers and leaders to develop the next generation of talent needed to sustain the community's economic development efforts.

Destination Retail: Regional retail services and quality retail development that will generate new sales tax income for public education and local governments.

Small Business Targets: Coordinate efforts with key partners to provide professional assistance and services to entrepreneurs, small businesses and start-ups.

Downtown Development Targets: The EDC has a focused effort with downtown hotel, residential and mixed-use developers to support downtown development activity in Gainesville, Flowery Branch and Oakwood.

Redevelopment and reuse of historic buildings: Adaptive reuse of historic buildings can preserve our past, add needed supply in a tightening market and address the blight that can surround vacant buildings.

EDC Goals: To generate new investment, encourage new job creation, increase sales tax revenue in Gainesville-Hall County and develop future economic development product.

EDC Objectives: $150,000,000 investment (stretch goal: $175,000,000 investment); 500 jobs and 100 acres of new commercial/industrial development for FY 2022.

Sales and Marketing Efforts:

For FY 2022, supporting existing businesses will be a high priority. The pipeline of business expansion and recruitment of new capital investment is robust and projected to remain strong for Gainesville-Hall County through 2022. Workforce development remains a high priority for the EDC's marketing and sales efforts. As always, the EDC will service business recruitment and expansion prospects; encourage apprenticeships, skills-focused boot camps and Work Based Learning; address existing industry needs; support small business and entrepreneurship programs and encourage retail development.

Economic Development results are the product of sales and marketing efforts. Sales efforts by the EDC staff are the result of addressing defined project needs of the EDC's targeted customer groups (e.g. new and existing businesses, retail developers). Marketing efforts for the EDC are the proactive efforts to brand the community, network, target desired results and generate measurable sales activity and results. EDC efforts in sales and marketing for FY 2022 will reflect the current economic environment:

- The EDC will continue to host online webinars for guidance on small business.
- The EDC aspires to conduct 80 one-on-one existing industry interviews to confidentially meet and address individual needs. The EDC has developed a number of resources specific to COVID-19 for our existing industries, and we will continue to identify shared issues and solutions to support our plant managers and owners, human resources and safety managers.
- The EDC will continue to support the long-term Workforce Development initiative to collaborate with area employers, educators and leaders for talent development. Efforts will focus on Apprenticeships, skills-focused boot camps and Work Based Learning.
- The EDC has a full-time effort to support small business and entrepreneurship. The highly successful Small Business Success seminar series is growing, in part, due to good programming and the Certified Small Business recognition for participants.
- The EDC has a partnership with the state's economic development marketing effort with regard to life sciences recruitment and international business recruitment. These sectors fit well with Gainesville-Hall County's strengths and strategic vision.
- Development plans are underway for new business/industrial parks for delivery in 2022-23.
- CA Ventures is developing 600,000 sf in Flowery Branch; Radial Property Group is developing 120,000 sf of industrial space in Tanners Creek Business Park in Oakwood. Crow Holdings has developed 1,200,000 sf in Buford, Hall County. Logistics Property Company is developing two new buildings in Oakwood, and Pattillo Industrial Real Estate has plans for an 18-acre site in Flowery Branch.
- The EDC will be implementing a new GIS based resource for demographics, sites and building data in FY 2022 to allow online visitors an easy-to-use resource for that information.
- The EDC coordinates business missions of Hall County business leaders to meet with the home offices for our international subsidiaries with a Hall County presence. We anticipate those efforts to resume in 2022-23 as business travel returns.
- The Gateway Industrial Centre is 65% occupied by Kubota, GPLN, Tatsumi, Auto Metal Direct and the new Northeast Georgia Inland Port, which will be operational in 2024. The EDC staff will continue to work closely with the Gainesville and Hall County Development Authority to coordinate marketing and development efforts for the remaining business park and all other remaining sites.
- Recent economic development successes in office and industrial business expansion and recruitment have consumed a number of the available lots in the remaining business parks that have all utilities, zoning and access.
- The EDC will encourage the momentum of steady retail growth on retail corridors throughout Hall County. The additional SPLOST dollars generated from new retail development provides an excellent return to citizens and supports education and infrastructure.
- The EDC has a coordinating role in the external marketing of Gainesville-Hall County (e.g. Project Managers' briefings, Georgia Trend, Atlanta Business Chronicle).