GAINESVILLE

Mayor/Council Meeting Agenda
Tuesday, May 21, 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. You're the Reason Scholarship Awards

B. Gainesville Chicken Scholarship Awards

C. Proclamation: National Public Works Week

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

A. May 2, 2024 Work Session

B. May 7, 2024 Mayor/Council Meeting

Resolutions

A. BR-2024-16 Accepting a Portion of Continental Drive as a City Street

B. BR-2024-17 Adoption of the FY2023 Annual Update to the CIE

C. BR-2024-18 Tax Allocation District (TAD) Funding for 108 Washington Square and City Alleyway

D. BR-2024-19 Tax Allocation District (TAD) Funding for 104 Main Street SW - "Humo & Fuego"

E. BR-2024-20 Upper Chattahoochee Basin Group Agreement

F. BR-2024-21 Write-off of Delinquent Personal Property Tax

G. BR-2024-22 Write-off of Delinquent Utilities Receivables

H. GR-2024-03 FY2024 Local Maintenance and Improvement Grant (LMIG) Elachee Drive Resurfacing

I. GR-2024-04 FY2024 Local Road Assistance (LRA) Administration Grant

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

A. BR-2024-23 Property Acquisition from S.A. Peters, LLC

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	March 28, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 20, 2024
Presenter:	Robyn Lynch Jeremy Perry Abbie Munroe
Item of Business:	You're the Reason Scholarship Awards
Meeting Date:	May 21, 2024

Purpose of Request:
To present the "You're the Reason Scholarship Awards" and recognize the recipients.

Facts & Issues / History & Background:
The You're the Reason Scholarship fund was created to benefit employees of the City of Gainesville. Funds are collected through donations from City employees and the Gainesville Chicken Festival proceeds.

In coordination with the City Managers Office, the Financial Services Office, and the Communication and Tourism Office, along with leaders from the poultry industry and the North Georgia Community Foundation, funds were raised, applications submitted, reviewed, and scholarships have been awarded.

The 2024 You're the Reason Scholarship recipients are:

- Abigail Jones - 8th Place - $1,000
- Cooper Reid - 7th Place - $1,000
- Brett Wiley - 6th Place - $1,000
- Tristan Buffington - 5th Place - $1,000
- Christian Perry - 4th Place - $1,000
- Joshua Pike - 3rd Place - $1,000
- Caroline Sheridan - 2nd Place - $1,500
- Addy McCoy - 1st Place - $2,000

Scholarships will be paid directly to the recipient's college.

Department Recommendation:

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:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	March 28, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 20, 2024
Presenter:	Robyn Lynch Jeremy Perry Abbie Munroe
Item of Business:	Gainesville Chicken Scholarship Awards
Meeting Date:	May 21, 2024

Purpose of Request:
To present the Gainesville Chicken Scholarship Awards and recognize the recipients.

Facts & Issues / History & Background:
The City of Gainesville and the local poultry industry recognize the need for outstanding young men and women to continue the City's legacy as the "Poultry Capital of the World". The Gainesville Chicken Scholarship supports college students pursuing a degree in poultry science or a related agricultural degree.

In coordination with the City Managers Office, the Financial Services Office, and the Communication and Tourism Office, along with leaders from the poultry industry and the North Georgia Community Foundation, funds were raised, applications submitted, reviewed, and scholarships have been awarded.

The 2024 Gainesville Chicken Scholarship recipients are:

- Kendall Parks - 3rd Place - $1,500
- Graham Spires - 2nd Place - $1,500
- Amelia Housely - 1st Place - $2,000

Scholarships will be paid directly to the recipient's college.

Department Recommendation:

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:

None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 13, 2024
Date Submitted:	May 14, 2024
Final Approval Date:	May 20, 2024
Presenter:	Mayor Couvillon
Item of Business:	Proclamation: National Public Works Week
Meeting Date:	May 21, 2024

Purpose of Request:
To recognize the City of Gainesville Public Works Department professionals, engineers, managers and employees for the substantial contributions they make to the health, safety, welfare and quality of life of the citizens of Gainesville and Hall County.

Facts & Issues / History & Background:
2024 marks the 64th annual National Public Works Week.

Attendees:
Todd Beebe
Matt Tarver
Tommy Hunt
Lisa Poole
Rhonda Brady
Corey Jones
Troy Grizzle
Dana Chandler
Dan Desrochers
Billy Carter
Tommy Casper

Department Recommendation:

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. National Public Works Week Proclamation 2024

PROCLAMATION

WHEREAS: *public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Gainesville; and*

WHEREAS: *such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation systems, solid waste and recycling, cemetery, vehicles and equipment, public buildings, and other structures and facilities essential to serve our citizens; and*

WHEREAS: *it is in the public interest for the citizens and civic leaders in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and*

WHEREAS: *the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE, BE IT RESOLVED, *that I, W. Samuel Couvillon, Mayor and the Gainesville City Council, do hereby proclaim the week May 19-25, 2024 as*

"National Public Works Week"

and urge all our people to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Presented this 21st day of May, 2024

_____

W. Samuel Couvillon, Mayor
City of Gainesville

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	January 9, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Denise Jordan, City Clerk
Item of Business:	May 2, 2024 Work Session
Meeting Date:	May 21, 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:	May 17, 2024
Final Approval Date:	May 17, 2024
Presenter:	Denise Jordan, City Clerk
Item of Business:	May 7, 2024 Mayor/Council Meeting
Meeting Date:	May 21, 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:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-16 Accepting a Portion of Continental Drive as a City Street
Meeting Date:	May 21, 2024

Purpose of Request:
To accept the portion of Continental Drive within Gainesville city limits as a City street.

Facts & Issues / History & Background:
The portion of Continental Drive within the city limits has been constructed in accordance with city standards.

Department Recommendation:
Accept this section of Continental Drive as a City street.

Department Director:
Chris Rotalsky

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-16 Accepting a Portion of Continental Drive as a City Street

RESOLUTION BR-2024-16

ACCEPTING A PORTION OF CONTINENTAL DRIVE AS A CITY STREET

WHEREAS, the Gainesville Public Works Department has determined the portion of Continental Drive located within the City limits was developed and constructed in accordance with the approved plans; and

WHEREAS, the developer of the Mundy Mill Subdivision has completed the public improvements located within the right-of-way of Continental Drive and has requested the City of Gainesville accept maintenance of those improvements located within the right-of-way from its intersection with Millside Parkway to the City limits as shown on the Warranty Deed and Final Subdivision Plat; and

WHEREAS, the section of Continental Drive located within the City limits has a total length of 300 feet.

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

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

Adopted this _____ day of _____, 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:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-17 Adoption of the FY2023 Annual Update to the CIE
Meeting Date:	May 21, 2024

Purpose of Request:
To adopt the FY2023 Annual Update to the City's Capital Improvements Element (CIE) component of the Comprehensive Plan.

Facts & Issues / History & Background:
The annual update is related to the City's Impact Fees program, and it serves as an annual audit per DCA requirements. The annual update to the CIE must be approved by DCA to maintain the City's "Qualified Local Government (QLG)" status. Both the Georgia Mountains Regional Commission and DCA approved without comment the FY20023 CIE Annual Update transmittal document.

Department Recommendation:
Approve the resolution.

Department Director:
Rusty Ligon

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

Amount Requested: **Sources of Funds:**

N/A

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-17 Adoption of FY2023 CIE Annual Update
2. Exhibit A: FY23 CIE Annual Update Adoption

RESOLUTION BR-2024-17

ADOPTION OF THE FY2023 ANNUAL UPDATE TO THE CIE

WHEREAS, the City of Gainesville, Georgia adopted on July 18, 2006 a Capital Improvement Element (CIE) for Public Safety and Parks and Recreation and related amendments to the Comprehensive Plan of the City of Gainesville in support of the City's Impact Fee Program; and

WHEREAS, the City of Gainesville, Georgia adopted on August 1, 2006, an amendment to the Gainesville Unified Land Development Code, titled ***Article 9-19 Development Impact Fees***, to assist in the implementation of the Gainesville Impact Fee Program; and

WHEREAS, the governing body for the City of Gainesville updated its CIE for Public Safety and Parks and Recreation, and adopted it as an amendment to the Gainesville Comprehensive Plan on May 7, 2019; and adopted an amendment to the Gainesville Unified Land Development Code, titled ***Article 9-19 Development Impact Fees***; and

WHEREAS, the City has prepared an annual update to the CIE in accordance with the "Development Impact Fee Compliance Requirements" and "Minimum Planning Standards and Procedures for Local Comprehensive Planning" established by the Georgia Planning Act of 1989, and a public hearing was held on Tuesday, March 19, 2023, at the **Public Safety Complex** in the **Municipal Court Room** in Gainesville, Hall County, Georgia to receive public comment on the FY2023 CIE Update; and

WHEREAS, the Georgia Department of Community Affairs approved the City's FY2023 CIE Update transmittal document; and

WHEREAS, the said FY2023 CIE Update report shall be included as part of this resolution as Exhibit A and shall consist of a financial report outlining impact fees collected versus those expended, an updated Capital Improvement Projects lists for Police, Fire and Parks/Recreation, and an updated Community Work Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the annual update of the Capital Improvements Element covering the five-year period 2023-2027, as per the requirements of the Georgia Planning Act of 1989.

Adopted this _____ day of _____, 2024.

_____

W. Samuel Couvillon

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

Exhibit A

FY 2023 Annual Update of the Capital Improvement Element (CIE) & Community Work Program (July 1, 2022 - June 30, 2023)

City of Gainesville, Georgia

Adoption Document Prepared by:
City of Gainesville
Community Development Department

CITY OF GAINESVILLE **Annual Impact Fee Financial Report - FY 2023**

Public Facility	Police	Fire	Parks & Recreation	Total
Service Area (if more than one)	City-wide	City-wide	City-wide	City-wide
Impact Fee Fund Balance June 30, 2022	**$1,217,057**	**$1,927,676**	**$1,333,714**	**$4,478,448**
Impact Fees Collected (July 1, 2022 through June 30, 2023)	$360,758	$658,984	$830,200	$1,849,942
City Administrative Fees Collected				$55,498
Fee for Service from Hall County to Collect County Library Impact Fee^				*$4,648*
Accrued Interest**	$21,513	$35,192	$16,044	$72,749
Project Balance Returned to IF Funds^^				
TOTAL FY23 BUDGET REVENUE =	**$382,271**	**$694,176**	**$846,244**	**$1,982,838**
(Impact Fee Refunds)				$0
(Administrative Fees Refunds)				$0
(City Administrative/Other Costs)***				($55,498)
(Fee for Service from Hall County to Collect County Library Impact Fee)^				($4,648)
(Project Expenditures)			($1,205,000)	($1,205,000)
(Impact Fees Encumbered)	($200,000)		($465,000)	($665,000)
TOTAL FY23 BUDGET EXPENSES =	**($200,000)**	**-**	**($1,670,000)**	**($1,930,146)**
			TOTAL FY23 BUDGET BALANCE =	**$52,691**
Impact Fee Fund Balance Ending June 30, 2023#	**$1,399,328**	**$2,621,853**	**$509,958**	**$4,531,139**

(*) Indicates this annual report covers the last completed fiscal year - July 1, 2022 to June 30, 2023. The City of Gainesville Impact Fee Program began August 1, 2006.

(**) Indicates *Interest Revenue,* which is "bank interest earned from pooled cash balance"

(***) Indicates the 3% Administrative Fee collected was transferred to the General Fund to cover the costs associated with administering the City's Impact Fee program.

(#) Note that the ending fund balance reported matches Fund Balance reported in the FY23 ACFR. The difference between the fund balance total and the Total Liabilities and Fund Balances is related to the accrual of an unrealized loss.

(^) Indicates a "fee for service" from Hall County to administer the collection of its County Library Impact Fee, per Resolution BR-2015-51 which authorized the IGA between the City and Hall County for the City to collect the County's Library Impact Fee on applicable City-issued permits. Said fee for service equals 3% and is transferred out to the General Fund.

(^^) Indicates that the balances from previous Capital Projects returned to IF Fund

Public Facility:	Police							
Service Area:	City of Gainesville							
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Public Safety Training Facility: Police Facility Phase II Architectural Design & Engineering for shoot house, training building with instructional classroom space & indoor weapons training simulator (@ 15% building construction costs)	2017	2025	$390,000	20%	GF, LP, IG, SPLOST	$0	$0	Training building in design now. Construction to begin FY24.
Construct Phase II of Training Facility: Shoot House, Training Building with classroom space & Indoor Weapons Training Simulator	2020	2025	$2,936,000	20%	GF, LP, IG, SPLOST	$0	$200,000	Training building in design now. Construction to begin FY24.
Total of Costs, Expenditures & Impact Fees Encumbered			$3,326,000			$0	$200,000	

GF = General Fund LP = Lease Proceeds IG = Intergovernmental (Local, State, Federal) SPLOST = Special Purpose Local Option Sales Tax IF = Impact Fees

(*) Indicates that the CIE five-year period is based on Gainesville's fiscal year (July 1, 2022 through June 30, 2027).

(^) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility	Fire							
Service Area:	City of Gainesville							
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Replacement rescue unit and equipment to replace current R-25	2022	2024	$2,000,000	100%	Fire Fund, IF	$0	$0	Order submitted and signed documents received on 12/2/22
Fire Boat & Equipment: additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline (some property on Lake Lanier has better, safer access from the Lake due to terrain)	2023	2024	$570,000	100%	Fire Fund, Grants, IF	$130,819	$439,181	Oder submitted, initial 20% payment sent and received, two change orders processed and sent. Delivery date scheduled between 10/24-12/24.
Fire Station #5 in SE area (including land acquisition, architectural design/engineering & construction)	2024	2025	$6,600,000	0%	Fire Fund, IF, SPLOST	$0	$0	Delayed - Included in FY24 CIP (design in progress) and to be included in the FY25 CIP (construction)
Equip Fire Station #5 with one pumper truck	2022	2025	$815,000	100.00%	Fire Fund, IF	$0	$813,513	Order Submitted and signed documents recieved on 12/2/22
Fire Station #6 in NW area (including land, architectural design & engineering & construction)	2025	2026	$5,450,000	90.80%	Fire Fund, SPLOST	$0	$0	Delayed - To be included in the FY26 CIP of the City Budget
Equip Fire Station #6 with one pumper truck	2026	2029	$900,000	100%	IF	$0	$0	Delayed - To be included in the FY27 CIP of the City's Budget
Fire Station #7	2028	2029	$5,450,000	100%	IF, SPLOST	$0	$0	To be included in the FY28 CIP of the City's Budget
Public Safety Training Facility: Fire Training Facility/Burn Building & Driving Course for Firefighter Trainees	2024	2026	$3,064,000	100%	Fire Fund, SPLOST & IF	$0	$2,327,214	New Project/Need - Training Facility for current and additional firefighters/new trainees to be hired to accommodated expected growth and to meet training/certification requirements
Total of Costs, Expenditures & Impact Fees Encumbered			$24,849,000			$130,819	$3,579,908	

GF = General Fund LP = Lease Proceeds IG = Intergovernmental (Local, State, Federal) SPLOST = Special Purpose Local Option Sales Tax IF = Impact Fees

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(^) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility:	Parks & Recreation							
Service Area:	City of Gainesville							
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
City Park	2019	2020	$1,006,000	100%	GF, SPLOST, Grants	$1,002,775	$0	Complete - New restrooms & playground improvements completed in March 2020.
East Side Greenway (Midtown to New Holland)	2016	2025	$1,000,000	100%	GF, SPLOST, Grants	$0	$0	In Progress - CSX Transportation property appraised & offer made to CSX. Offer has been accepted and GA INO Grant has been applied for to go toward design and construction.
Flat Creek Multiuse Trail	2016	2025	$850,000	100%	GF, SPLOST, Grants	$0	$0	In Progress - Part of Highlands to Islands Trail that links to Midtown Greenway. *Georgia Recreational Trails Grant* not awarded in 2016. GHMPO hired ALTA to conduct a study to determine options for trail connection & design. Design concepts being developed. Private business donation given in 2021. Currently in design and construction documents with Rochester and Associates. Construction completion estimate - late 2024.
Frances Meadows Center Park	2011	Future	$2,990,750	100%	GF, SPLOST, Grants	$0	$0	Postponed - New outdoor pool and trail system to park plans (Future)
Holly Park	2014	Future	$1,670,300	51%	GF, SPLOST, Grants	$0	$0	Postponed - Studying renovations for greater use. Discussions with US Army Corps of Engineers about potential new use.
Lanier Point Park	2015	2023	$330,000	100%	GF	$329,281	$719	New playground, pavilion, and sidewalks completed in FY24
Longwood Park	2019	Future	$2,253,350	100%	GF, SPLOST, Grants	$0	$0	New concept plan adding restrooms, festival field, pavilions, extra parking, etc. (Future)
Midland Greenway/Parks	2006	2024	$4,159,000	69%	GF, SPLOST, Grants	$540,000	$1,200,000	In Progress - GDOT TE project construction of streetscaping and Phase II-trail was completed in 2021. Destination playground completed FY22, Engine 209 Park completed in FY23, new amphitheater/stage, restrooms, etc. for FY23-24. Skate park has been added to the greenway expansion to the south. Transferred monies from Rec. Center due to costs for Greenway project.
Subtotal of Costs, Expenditures & Impact Fees Encumbered			$14,259,400			$1,872,056	$1,200,719	

GF = General Fund SPLOST = Special Purpose Local Option Sales Tax Grants = TEA, CDBG, LWCF, etc. IF = Impact Fees

(*) Indicates that the CIE five-year period is based on Gainesville's fiscal year (July 1, 2022 through June 30, 2027)

(^) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility:	Parks & Recreation							
Service Area:	City of Gainesville							
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Recreation Center	2025	2026	$20,000,000	100%	GF, SPLOST, Grants	$0	$750,000	Development identified as part of new regional park to accommodate growth. Grants have been applied for and currently working toward land acquisition which should add 10+ acres. Monies for land acquisition and planning were moved to Midland Greenway project due to cost of that project in FY24. Recreation Center still in planning stages. $750K added for planning in FY25.
Skate Park	2019	2020	$2,050,000	100%	GF	$1,983,889	$66,111	Complete - New Skate Park added near Midtown Greenway. Opened March 2020. Added approximately 2 acres.
Youth Athletic Complex/Park	2015	2022	$31,500,000	<1%	GF, SPLOST, Grants	$839,132	$0	In Progress - Allocated $450,000 in IF in FY17 Budget for architectural / engineering / design. Initial studies & environmental assessments completed on proposed location. Additional $323,744 from IF added for FY2020 for planning regarding new location. New location provides for new 89 acres. Construction began summer 2022, expected completion late 2024.
Greenway Lighting	2022	2026	$1,200,000	20%	GF	$200,000	$0	Midland Greenway lighting near completion; working through construction documents to begin phasing of Rock Creek Greenway. Adding lighting to increase safety of residents as popularity of greenway continues to grow. First phase of Rock Creek Greenway complete in FY24.
Martha Hope Cabin Improvements	2022	2023	$600,000	66%	GF	$115,000	$285,000	Out for bid in FY24 after coordinating with adjacent City stormwater improvement project. To accommodate the increase in rentals at the cabin as well as the continued growth of Youth Athletics and the need for additional parking in City Park.
~~Park Signage~~	~~2019~~	~~2022~~	~~$750,000~~	~~0%~~	~~GF~~	~~$0~~	~~$0~~	~~Removed from Impact eligibility beginning FY2020.~~
Parks Maintenance Building Expansion and Renovation	2022	2023	$200,000	100%	GF	$108,852	$91,147	Expanding Maintenance Facilities in FY23. Renovations to existing facilities complete; Waiting on new Equipment Building until determine new site for Recreation Center.
Wessell Park Parking and Restrooms	2022	2025	$800,000	40%	GF	$120,027	$179,973	With addition of Disc Golf Course, will be adding new parking and restroom facility.
Roper Park Expansion	2023	2025	$1,500,000	7%	GF	$0	$100,000	Adding new Sand Volleyball Courts, Pavilion, Parking Lot, etc. beginning in FY24. $100K added from Impact Fees in FY25.
Total of Costs, Expenditures & Impact Fees Encumbered			$70,559,400			$5,118,929	$2,392,977	

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(^) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
ADMINISTRATIVE SERVICES (Finance, Information Technology, Municipal Court)									
PROJECTS									
Improve Network Security - Implement and improve solutions to improve the City's network security to include the following: use of network monitoring software; accessibility controls; business continuity and recovery plans; prevention of unauthorized equipment on the network; outbound email filters and other data loss prevention measures	X	X	X	X	X	IT	$250,000	All Funds	On-Going. Best practies are being followed and several layers of mointoring/protections are in place
Modern-Day Technological Solutions - Ensuring that technological provisions of the City are up-to-date is necessary to provide quality services to our citizens. Improvements and upgrades to hardware and other equipment will be necessary	X	X	X	X	X	IT	$710,000	All Funds	On-Going. We are continuing to implement best of breed technologies in order to both provide excellent services and safety to users and infrastructure.
CITY MANAGER'S OFFICE									
PROJECTS									
SDS Update - Update the Service Delivery Strategy in accordance with HB 489, in coordination with Hall County and other municipalities				X		CMO, Consultant	$40,000	GF	
JAB Renovation - Renovate the Joint Administration Building to place related functions in a central location and thereby streamline City operations	X					CMO	$5,000,000	GF	
Recodification - A comprehensive editorial analysis of existing codified ordinances that will generate an updated Code Book that eliminates conflicts and inconsistences	X	X				CMO with assistance from all departments	$50,000	GF	
MCR Upgrade - Upgrade the Municipal Court Room to replace outdated audio/visual equipment and add technology to improve efficiency of meetings	X	X				CMO, Municipal Court, IT, Community Development	$157,500	GF	
Digital Messaging - Enhance public messaging with the installation of digital message boards at the entrances of the Administration Building	X	X				CMO	$15,000	GF	
Municipal Election - Biennial election of public officials (Mayor/Council Members for City of Gainesville and Board of Education Members for the Gainesville City School System) and address referendum questions as needed		X		X		CMO	Varies from $10,000 to $20,000 per election	GF	
Redistricting - Update voting/ward boundaries after census data is available		X	X			CMO	$35,000	GF	
Economic Development - Develop key property in Downtown and Midtown through coordination with interested third-parties.	X	X	X	X	X	CMO with assistance from all departments	Varies	TAD, Private Funding, EDF	
Main Street Jail / City Midtown Block - Demolish the Main Street Jail and seek redevelopment opportunities.	X					CMO with assistance from all departments	$500,000	GF	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
COMMUNICATIONS & TOURISM									
PROJECTS									
Promote Conventions and Tourism in Gainesville - Continue to promote convention and tourism business in Gainesville through marketing, advertising, and contacts	X	X	X	X	X	Communications & Tourism	$125,000	HM	
Main Street Program - Maintain Main Street designation	X	X	X	X	X	Communications & Tourism	$16,500	HM/Staff Time	
Citizen Education - Educate the public with bi-annual Citizen's Academy, website updates, social media	X		X		X	Public Relations	$68,000	HM	
Increase Exposure- Produce council meeting videos, plus other videos/content highlighting various city services, departments, happenings, etc.	X	X	X	X	X	Public Relations	Staff Time	GF	
Greater Gainesville Sports Alliance – Establish the Greater Gainesville Sports Alliance. Create a marketing and execution plant o promote Gainesville as a premier destination for sports planners and enthusiast	X	X	X			Communications & Tourism	Staff Time	HM	
Redevelopment of Green Street Pool Site - redevelop as passive recreation area	X	X	X			Communications & Tourism	2,200,000	GF, Grants, SPLOST	On Hold
Renovation of Lake Lanier Olympic Park Boathouse- Demolition and rebuild the boathouse to a state of the art conference and paddling sports venue	X	X	X			C&T	21,000,000	HM	
Renovation of Historic City Hall- Renovation of Historic City Hall to a premier meeting space for City and Private use.		X				C&T	1.5M	GF and SPLOST	
Launch New Website – Upgrade City's website to be more user friendly on front and back ends, implement City's new branding; feature refreshed, more engaging content.						Public Relations	Staff Time		Complete
COMMUNITY DEVELOPMENT (Code Enforcement, Inspections, Planning, Special Projects & Neighborhood Development)									
PROJECTS									
Fair Street Neighborhood - McDonald Street buffer project	X					Special Projects & Private Contractor	$60,000	CDBG	
Downtown/Midland Streetscapes - Streetscape planning, design & construction for: (1) "Moat" around CBD per Downtown Master Plan, (2) Midtown streetscapes along Main & Bradford Streets	X	X				Planning, Special Projects, PWD & DWR	$1,000,000	GF, TE Funds, CDBG, Grants, Private Funds	
Midland Greenway Phase II - Complete Midtown Greenway from MLK to Industrial, including the WYE Trail Head/ Parker & Main Street Improvements	X					Special Projects, DWR, PWD, Parks/Recreation, Private Contractor	$1,100,000	GF, TE Funds, IF	
Midland Greenway Phase III - Continue construction of Midtown Greenway from Industrial Blvd. to Queen City Parkway including the Palmour Drive Connector / Airport Trail	X	X	X			Special Projects, PWD, Parks/Recreation	$500,000	GF, Grant, IF	
Midland Greenway Phase IV - Study feasibility and construction of Midtown Greenway east extension and the Norfolk Southern Depot Park	X	X	X	X		Special Projects, PWD, Parks/Recreation, GHMPO	$1,000,000	GF, Grant, IF, TAD	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Comprehensive Plan Update - Complete the 5-year/major update to the Comprehensive Plan	X					Planning, Consultant	$150,000	GF	
Unified Land Development Code Update - Update the ULDC based on recommendations from the Comprehensive Planning process	X	X	X			Planning & Consultant	TBD	GF	
Local Historic Designation & National Register Updates - Implement recommendations in the Historic Resources Structural Survey Report for local designation and National Register Updates	X	X				Special Projects, Consultant	$20,000	GF & Grants	
Infill Housing Strategy - Establish Land Bank Authority; economic incentives to assist in removal of slum/blight & dilapidated buildings; in-town/downtown density bonuses	X	X	X			Planning, Special Projects/ Neighborhood Development	Staff Time	GF, Grant	
Impact Fee/CIE Update - City needs to update Impact Fee Plan that was done originally in 2006, due to the City's growth since that time					X	Planning, Special Projects, Consultant	$40,000	GF & IF	
Atlanta Highway Corridor Plan - Complete master plan for Atlanta Highway corridor	X	X				Planning, Special Projects & CVIOG	$30,000	GF	
Create Quality Affordable Workforce Housing - Acquire property and/or construct single-family homes for homeownership by income-eligible persons	X					Planning, Special Projects, Consultant	$1,255,000	HOME, CHIP & CDBG Grants	
Release an RFP for a Master Developer for Lakeshore Mall, Budgetel, and the Gainesville Mill area to begin the process of redeveloping these areas	X	X				Planning	Staff Time	GF	
COMMUNITY SERVICE CENTER (Community Outreach, Hall Area Transit, Home Based Family Support, Meals on Wheels, Senior Center)									
PROJECTS									
Funding Sources - Diversify the funding stream for the CSC, to include identifying and implement new fundraising efforts	X	X	X	X		CSC	Staff Time	Grants, Private Funds	On-going
Launch new WeGo Microtransit Vanpool Service within the City of Gainesville in 2020 and in Hall County in 2021. Sunset Dial-A-Ride Service in 2021.	X	X				HAT	$975,000	Grants, IG Cares Act	Complete
FIRE									
PROJECTS									
Traffic Preemption System - Install a traffic preemption system for all traffic light intersections within the City allowing for a safer and more efficient response.	X	X	X	X	X	Fire	$35,000	Fire Fund	3 intersections per year for access to the trauma center
Replacement rescue unit and equipment to replace current R-25		X	X	X		Fire	$2,000,000	Fire Fund, IF	Ordered
Construct New Fire Station #5 - Construct a three (3) bay station to house a total of 12 personnel. Apparatus would include one (1) engine company and one (1) ladder company. To be located in the east central area of the City.		X				Fire	$7,800,000	SPLOST VIII & IF	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Construct New Fire Station #6 - Construct a two (2) bay station to house a total of 8 personnel. Apparatus would include one (1) engine company and one (1) rescue company. To be located in the west central area of the City.				X		Fire	$4,800,000	Fire Fund, SPLOST & IF	
Engine 24 Replacement - Replacement of Engine 24	X					Fire	$740,000	Fire Fund & LP	Completed
Engine 23 Replacement - Replacement of fire engine 23		X				Fire	$740,000	Fire Fund & LP	Completed
Fire Boat & Equipment Plus Dock- Additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline with enclosed dock storage.			x	x		Fire	$670,000	Fire Fund, IF	
Equip Fire Station #5 with one pumper truck		X	X	X		Fire	$900,000	Fire Fund, IF	Ordered
Equip Fire Station #6 with one pumper truck					X	Fire	$900,000	Fire Fund, SPLOST, IF	
GOLF COURSE									
PROJECTS									
Golf Training & Introduction Program - Institute a program to provide an Introduction to Golf for schools and interested citizens, including golf lessons.	X	X	X	X	X	Golf Course	$50,000	GF	
Club House - Develop plans for a new or renovated Club House, to include area for cart storage.	X					Golf Course	$315,000	GF, Tournament Proceeds	
Range Renovations - Design and construct renovations to the driving range.		X	X			Golf Course	$500,000	GF, Fee Revenues	
Maintenance Building - Develop plans for a new or renovated maintenance building.	X	X				Golf Course	$175,000	GF, Tournament Proceeds	
Bent Grass Conversion - Convert course greens from Bent Grass to Champion Grass.			X	X		Golf Course	$500,000	GF, Private Donations	
Golf Course Drainage Improvement - Construct a ditch to the right of #4 cart path to divert water from the fairway to the drainage pipe and redirect water from the fairway.	X					Golf Course	$12,000	GF, Friends of Chattahoochee	
HUMAN RESOURCES									
PROJECTS									
Perform a multi-year HR Audit - Review all processes and policies to ensure compliance with legal requirements, and evaluate the adequacy and effectiveness of each. Identify areas that can be streamlined or carried out more efficiently through the use of **technology.**	X	X	X	X	X	HR	Staff/Legal Time $5,000	GF	On-going. We are continuing to review policies and procedures every year to ensure compliance with all local, state and federal requirements.
PARKS AND RECREATION									
PROJECTS									
East Side Greenway (Midtown to New Holland)	X					Parks & Recreation	$1,000,000	GF, IF, SPLOST, Grants	In Progress - CSX Transportation property purchased. Working through quiet title issues and brownfield application.

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Flat Creek Multiuse Trail	X					Parks & Recreation	$850,000	GF, IF, SPLOST, Grants	In Progress - Part of Central Hall Trail that links to Midland Greenway. 90% construction documents and awaiting final approvals from GDOT before preparing for bid process.
Park Amenity Replacements - Replace and upgrade program for all system park amenities such as benches, picnic tables, trash receptacles, pavilions, fishing piers, signage, etc.	X	X	X			Parks & Recreation	$100,000	FB, GF, SPLOST, Bonds, Grants	Complete
Park Restroom Renovations - Renovate & upgrade all park restroom facilities - Candler Fields & Longwood Park Tennis Courts (new)	X	X				Parks & Recreation	$275,000	FB, GF, SPLOST, Bonds, Grants	Ongoing - next phase is adding a restroom facility to Wessell Park
Rental Facilities Equipment Replacement - Chair and Table Replacements at all rental facilities	X	X				Parks & Recreation	$75,000	FB, GF, SPLOST	Complete
Playground Replacement - Phase II replacement of 20+ year old playground equipment in parks - Next Phase: Riverside, City Park , Lanier Point, and Longwood (Upper)	X	X				Parks & Recreation	$350,000	FB, GF, SPLOST, Bonds	Complete
Youth Athletic Complex - More field space is needed due to growth in youth athletics	X	X				Parks & Recreation	$11,500,000	GF, IF, SPLOST, Grants	In Progress - Phase 1 is complete and construction has begun on Phase 2. Completion expected in December 2024.
Park Trail Maintenance - Repair and or replace uneven and broken concrete walkways, wooden bridges and boardwalks in the parks	X	X	X	X	X	Parks & Recreation	$150,000	GF, private Donations	
New Parks Master Plan - A 10-year update of the Parks Master Plan is needed.	X					Parks & Recreation	$150,000	FB, GF	
Dog Park - Addition of a off lease play area for dogs in the parks.				X		Parks & Recreation	$50,000	FB, GF, SPLOST, Bonds, Grants	
Park Community Gardens - Study and construct at least one area for community gardens within park system	X		X			Parks & Recreation	$10,000	FB, GF, Grants	Delayed
Disc Golf Course - Study and construct a Disc Golf Course at Youth Athletic Complex			X			Parks & Recreation	$22,000	FB, GF, SPLOST, Bonds, Grants	Complete - 18 hole Disc Golf Course was added at Wessell Park instead of the Youth Athletic Complex.
Park Parking Lots - Repave or resurface park parking lots: Lanier Point; Clarks Bridge; Wilshire Trails; The Rock; Longwood; Holly; Myrtle; Kenwood; City Park; and Candler	X	X				Parks & Recreation	$150,000	FB, GF	
Frances Meadows Center Park Improvements - Construct trail system as designed around the Frances Meadows and Gainesville Middle School complexes; construct outdoor pool addition for general and lap swimming	X	X	X	X	X	Parks & Recreation	$2,990,750	GF, IF, SPLOST, Grants	
Skate Park - Study and construct a public skate park	X					Parks & Recreation	$2,050,000	GF, IF	In Progress - New Skate Park added near Midtown Greenway. Opened March 2020. Added approximately 2 acres. Still waiting on security cameras, etc.
Civic Center Renovations Concept and Implementation - Customer service issue	X	X				Parks & Recreation	$936,000	FB, SPLOST	Complete
VSI Upgrades - Recreation management software upgrades	X					Parks & Recreation	$55,000	GF, FB	Complete

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Lanier Point Athletic Complex Improvements - Dugout, Landscaping, Building (windows, swings, etc.) & Pavilion, Playground, Batting Cages & Safety Netting, etc.	X	X	X			Park & Recreation	$725,000	GF, IF, SPLOST, Grants	Complete
City Park Baseball Concession & Restroom Building Replacement	X					Park & Recreation	$850,000	GF, FB	Complete
Park Signage - Match new City standard	X	X				Parks & Recreation	$750,000	GF, FB	Complete
Midtown Greenway Extension & Improvements	X	X	X	X		Parks & Recreation	$3,419,000	IF, FB, SPLOST, GF	In Progress - New Train Park, destination playground, and bollard lighting are complete. New amphitheater/stage, and plaza are in progress.
Midland Greenway Lighting		X	X			Parks & Recreation	$200,000	GF, IF	Midland is complete; Rock Creek is in progress.
Recreation Center Planning - in new regional park at Allen Creek					X	Parks & Recreation	$15,000,000	GF, IF, SPLOST, Grants	Ongoing - Development identified as part of new regional park to accommodate growth. $1 million encumbered for land acquisition and planning
Athletic Field Fencing - Refencing at City Park, Candler, and Lanier Point			X	X		Parks & Recreation	$140,000	GF, FB	Delayed
Competitive Swimming Timing System	X	X				Parks & Recreation	$35,000	GF, FB	Complete
Lake Lanier Olympic Park - Park Improvements	X					Parks & Recreation	$250,000	SPLOST	N/A
Frances Meadows Fitness Center Improvements		X				Parks & Recreation	$75,000	GF, FB	In progress - Phase 1 is complete, Phase 2 will be completed in FY25.
Frances Meadows Pools Resurfaced						Parks & Recreation	$300,000	GF, FB	Delayed until FY25
Tennis Courts Resurfaced at Longwood and City Park	X					Parks & Recreation	$35,000	GF, FB	Complete
Civic Center Security Cameras Replaced			X			Parks & Recreation	$55,000	GF, FB	Complete
Civic Center Portico Added	X					Parks & Recreation	$150,000	GF, FB	Delayed
Sport Field Lighting Upgrades to LED		X	X			Parks & Recreation	$695,000	GF, FB	Complete-moving on to all courts
New Maintenance Building			X			Parks & Recreation	$100,000	GF, FB	Delayed pending possible Rec Center locations.
Kenwood Playground Added	X					Parks & Recreation	$45,000	GF, FB	Complete
Longwood Park					X	Parks & Recreation	$2,253,350	GF, IF, SPLOST, Grants	In Progress - awaiting final approval and award of LWCF Grant Funding.
Myrtle Street Sports Field with lights		X				Parks & Recreation	$100,000	GF, FB	Complete
Martha Hope Cabin Improvements		X	X			Parks & Recreation	$400,000	GF, IF	Delayed and ongoing - Roundabout project delayed progress. Bidding project in early 2024, expected completion in Summer 2024.
Wessell Park Parking				X	X	Parks & Recreation	$400,000	GF	Plans are finalized, preparing to go out to bid, approximately 90 day project.
Roper Park Improvements			X	X	X	Parks & Recreation	$350,000	GF, IF	In Progress - adding 2 sand volleyball courts, pavilion, parking, and updating restrooms.
POLICE									
PROJECTS									
Police Training Facility, Phase II - Construct Phase II of the police training facility which includes a shoot house, a training building with instructional classroom space, and indoor weapons training simulator	X	X				Police	$3,326,000	GF, LP, IG, SPLOST	Currently Under Design

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
PUBLIC WORKS									
PROJECTS									
Lee Gilmer Airport Improvements - Undertake projects as recommended in the airport capital improvement plan	X					Airport	$13,625,000	GF, Airport, GDOT, FAA, Grants	
Road Improvement Programs - Conduct programs in accordance with the road maintenance plan to improve the 1402.7 miles of City streets that are rated on an annual basis. Programs include resurfacing, patching, full depth reclamation, rubberizations and in-house paving program	X	X	X	X	X	PW Engineering, Streets, GDOT	$13,625,000	GF, FB, IG, CIP, LMIG, GDOT	
Sidewalk Improvements - Install sidewalks in accordance with the City's sidewalk improvement plan	X	X	X	X	X	PW Engineering	$1,000,000	GF, Grants	
Thermoplastic Restriping - Perform thermoplastic restriping on certain classified City streets to meet Federal compliance mandates	X	X	X	X	X	Traffic Engineering	$50,000	GF, LMIG	
Citywide Traffic Calming - Continue traffic calming measures including speed tables, pedestrian crossings, signage, equipment, and related expenses	X	X	X	X	X	Traffic Engineering	$220,000	GF	
Interchange Beautification - New landscaping at Exit 20 (I-985 & Queen City Parkway)	X	X				PW Engineering	$600,000	GF, Chamber of Commerce, Private Donations	
Transportation Improvement Program - Conduct programs in accordance with the transportation master plan to improve the infrastructure, intersections and traffic conditions within the City.	X	X	X	X	X	Traffic Engineering	$15,000,000	GF, FB, IG, CIP, GDOT, Grants	
Prior Street-Jesse Jewell Intersection Improvement - Add a southbound left turn lane on Prior at Jesse Jewell	X					PW Engineering	$75,000	GF, GDOT	
Park Hill Drive and South Enota Drive Intersection Improvements - Improve the capacity of the intersection by development of a design for potential improvements, upgrading traffic signals, adding necessary turn lanes according to the design, purchasing right of way, and installing pedestrian signals to meet State ADA mandates	X					PW Engineering	$350,000	GF, GDOT	
Bradford and Washington Streetscapes - Make improvements to Bradford St from Washington St to Academy St and Washington St from EE Butler Pkwy to Bradford St	X					PW Engineering	$150,000	GF	
Thermoplastic Crosswalk Improvements - Install decorative thermoplastic crosswalks at 5 intersections. EE Butler Pkwy/Spring St, EE Butler Pkwy/Washington St, Jesse Jewell Pkwy/Bradford St, Jesse Jewell Pkwy/Main St and Jesse Jewell Pkwy/West Academy St	X					PW Engineering	$350,000	GF	
E.E. Butler Pkwy at MLK Jr Blvd; Athens Street at MLK Jr Blvd Intersection improvement		X				PW Engineering	$1,250,000	GF, FB, IG, CIP, GDOT, Grants	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Operations Manual - Develop operations manual for all Public Works divisions, including annual updates.	X	X	X	X		PW Engineering	Staff Time	GF	
Intelligent Transportation System Evaluation & Implementation to provide interconnectivity to GDOT - Connect various Intelligent Transportation Systems (ITS) that are located throughout the City into a central location that will enable a constant link of communication to our major corridor's traffic signals and eventually permit internet users the ability to access traffic cameras through the GDOT website	X					Traffic Engineering	$175,000	GF	
Intelligent Transportation System Intersection Improvements - Install Intelligent Transportation System at all major intersections within the City	X					Traffic Engineering	$100,000	GF	
Jesse Jewell Parkway at Auburn Avenue Intersection Improvement - add an eastbound Jesse Jewell right-turn lane.	X					Traffic Engineering	$140,000	GF	
B**rowns Bridge Road at West End Avenue Intersection Improvement** - add a westbound Browns Bridge right-turn lane.	X					Traffic Engineering	$450,000	GF	
Jesse Jewell Pkwy at EE Butler Pkwy Intersection Improvement - extend the eastbound Jesse Jewell right-turn lane from the pedestrian bridge to EE Butler Parkway.	X					Traffic Engineering	$280,000	GF	
Bridge Maintenance Program - Perform maintenance on the City's bridge infrastructures	X					PW Engineering	$75,000	GF	
Asphalt Preservation Program - Utilize crack seal and other pavement preservation methods	X					PW Engineering	$25,000	GF	
Roadway Beautification Program- Improve the condition and appearance of the Rights-of-ways and medians throughout the City	X	X				Landscape Management	$200,000	GF	
Construct new Public Works Complex - Construct new complex for Public Works divisions of Vehicle Services, Traffic, Streets and Solid Waste	X					PW Engineering	$8,000,000	GF, SPLOST	
Cemetery Expansion - Open additional section of Alta Vista Cemetery			X			Cemetery	TBD	CTF	
Green Hill Circle Connector - Extend Green Hill Cir to connect to Shallowford Dr to improve traffic operations near along the Dawsonville Hwy corridor.	X	X				PW Engineering	TBD	SPLOST	
Green Street Study Implementation - Construct the improvements to Green St identified in the Green Street Improvement Feasibility Study.	X	X	X	X		PW Engineering	TBD	GF	
City Park Roundabout - Design a roundabout at the intersection of Memorial Dr / Glenwood Dr / Prior St.	X	X	X	X		PW Engineering	TBD	GF	
Davis Street Extension - Extend Davis St from its current terminus at Wills St to Queen City Pkwy.	X					PW Engineering	TBD	CDGB	
Oak Tree Drive / SR 60 Connector Improvements - Construct improvements along Oak Tree Dr and Riverside Dr.	X	X	X	X		PW Engineering	TBD	GF, GTIB, GDOT	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Upgrade MLK Jr. Boulevard to a "complete street" focused on pedestrian improvements, from Queen City Parkway to E. E. Butler Parkway.			x			PW Engineering	TBD	GF, TAP, IF	Candidate project
Expand the Midland Greenway along the unused CSX interchange track right-of-way to connect to Fair Street Neighborhood and New Holland.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect existing trail from Longwood Park along Pearl Nix Pkwy to Lakeshore Drive and connect to Lakeshore Mall.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect Existing Wilshire Trails along Pearl Nix Pkwy to John W Morrow Jr Pkwy.		x				Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Study traffic operations / signalization at the Enota Avenue and Virginia Avenue intersections to improve pedestrian safety.		x				Traffic Engineering	TBD	GF	Candidate project
Assess prior Green Street / Park Hill Drive intersection improvement concepts for future applicability.			x			Traffic Engineering	TBD	GF	Candidate project
Add connection to Linwood Nature Preserve off Crystal Dr./Springview Dr.					x	PW Engineering	TBD	TBD	Candidate project
Provide better pedestrian accessibility and safety along Browns Bridge Road through improved sidewalks / streetscapes, bike lanes, limited curb cuts, better lighting, and street trees.			x			PW Engineering	TBD	TBD	Candidate project
Connect Alta Vista Cemetery, Longwood Park, and Lakeshore Mall area by connecting them to the Wilshire Trails and the Midland Greenway through new multi-use trails.					x	Planning, Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project
Install sidewalks and other pedestrian and bicycle improvements along Pearl Nix Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Provide for better and safer pedestrian connections across John Morrow Parkway, especially at the Pearl Nix Parkway intersection.		x				Traffic Engineering	TBD	TBD	Candidate project
Multi-Use Trail: Connect Midland Greenway to Lakeshore Mall through Budgetel Redevelopment Area.			x			Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project
Add Pedestrian Crossing at the intersection of Queen City Pkwy and Summit St for trail connection from Midland Greenway to Budgetel Redevelopment area (trail through Armour St).				x		PW Engineering	TBD	TBD	Candidate project
Add sidewalks along Limestone Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Improve the street environment to enhance walkability at Jesse Jewell Parkway in New Holland.					x	PW Engineering	TBD	TBD	Candidate project
Link Gainesville Mill to Midland Greenway via Phase III.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Determine the feasibility of connecting the New Holland Mill to the Fair Street neighborhood with sidewalks along Myrtle Street.		x				Planning, PW Engineering	TBD	GF, Grants	Candidate project

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Trail connection at Mundy Mill.					x	Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Expand Dawsonville Highway to 3 lanes in each direction between Shallowford Rd. and Ahaluna Dr.					x	PW Engineering	TBD	GF, GDOT	Candidate project
Multi-Use Trail in Gainesville Mill Redevelopment Area connecting Midland Greenway to existing trail on Marler Street to end of Marler Street.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
WATER RESOURCES									
PROJECTS									
Meter Maintenance Program - Continue program to replace aging water meters with new radio read meters and increase FlexNet coverage area.	X	X	X	X	X	Meter Services	$4,750,000	Capital Project Fund	
Tank Maintenance Program - Annual maintenance of tanks within the water system, including inspection and painting	X	X	X	X	X	Engineering & Construction Services	$2,800,000	Capital Project Fund	
Lift Station Improvement Program - Continue annual improvements on lift stations, as needed, to ensure capacity	X	X	X	X	X	Engineering & Construction Services	$8,000,000	Capital Project Fund	
Water Treatment Plant Maintenance - Continue major maintenance projects at water treatment plants including electrical control upgrades and new VFDs for pumps	X	X	X	X	X	Engineering & Construction Services	$35,000,000	Capital Project Fund & GEFA	
Water Main Extension/Maintenance/Improvement - Continue extensions, maintenance and improvements of water mains as needed	X	X	X	X	X	Engineering & Construction Services	$8,500,000	Capital Project Fund	
Water & Sewer Utility Relocations - Relocate water & sewer mains as required by GDOT for transportation improvements	X	X	X	X	X	Engineering & Construction Services	$37,000,000	Capital Project Fund & Bonds	
Sanitary Sewer Extension/Maintenance/Improvement- Continue replacement and rehabilitation program of the sanitary sewer system	X	X	X	X	X	Engineering & Construction Services	$7,500,000	Capital Project Fund	
Water Reclamation Facilities Improvements - Improvements at Linwood - replacing membrane system and discharge pipe; and at Flat Creek- bar screen and aerator gears replacement and Primary Clarifiers project; and other maintenance projects	X	X	X	X	X	Engineering & Construction Services	$58,000,000	Capital Project Fund/GEFA	
Sewer System Extension Program - Continue extensions of sanitary sewer as needed	X	X	X	X	X	Engineering & Construction Services	$1,250,000	Capital Project Fund	
Manhole Lining Rehabilitation/Improvements - Install manhole lining & other improvements to reduce inflow & infiltration	X	X	X	X	X	Engineering & Construction Services	$250,000	Capital Project Fund	
Stormwater Planning - Conduct stormwater planning throughout the City to include identifying future capital projects, needed maintenance, and evaluation of funding sources.	X	X	X	X	X	Stormwater	$1,000,000	SPLOST	

Project	2023	2024	2025	2026	2027	Responsible Party	Estimated Cost	Funding Source	Notes
Storm Drainage Improvement Program - Install, repair, and/or reconstruct stormwater drainage facilities at various locations throughout the City as identified by staff and the Stormwater Capital Improvements Plan	X	X	X	X	X	Stormwater	$4,900,000	SPLOST	
Water System Master Plan and Hydraulic Modeling - Long range plan for improvements needed in the water distribution system and Water Treatment Plants	X		X	X		Engineering & Construction Services	$1,000,000	Capital Project Fund	
Wastewater System Master Plan - Long range plan for improvements needed in the wastewater collection system and Water Reclamation Facilities	X			X		Engineering & Construction Services	$1,000,000	Capital Project Fund	
Asset Management Implementation - Program to identify and track condition of DWR assets for comprehensive replacement/rehab schedule	X	X	X	X	X	Engineering & Construction Services	$1,500,000	Capital Project Fund	
Athens Highway Sanitary Sewer Extension - Extension of the City's sanitary sewer collection system along the Athens Highway corridor	X	X	X			Engineering & Construction Services	$32,600,000	Capital Project Fund	
Clarks Bridge Road Lift Station - to serve the upgraded Olympic Rowing Venue		X	X			Engineering & Construction Services	$2,500,000	Capital Project Fund	
Squirrel Creek Sanitary Sewer Improvements - Replacement of the City's sanitary sewer lift station that serves the Thompson Bridge corridor	X	X	X			Engineering & Construction Services	$26,400,000	Capital Project Fund	
IT Upgrades - Replacement and upgrade of Information Technology (IT) assets to ensure reliability and security of the Department's water and wastewater operations	X	X	X	X	X	Engineering & Construction Services	$1,250,000	Capital Project Fund	
Flat Creek Watershed Improvements - Improvements to the Flat Creek Ecosystem from Banks Street to Parker Street	X	X				Engineering & Construction Services	$3,100,000	Capital Project Fund	

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-18 Tax Allocation District (TAD) Funding for 108 Washington Square and City Alleyway
Meeting Date:	May 21, 2024

Purpose of Request:
To consider TAD Funding for 108 Washington Square.

Facts & Issues / History & Background:
The TAD Advisory Committee met on 4/15/24 and recommended approval of the TAD Request.

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

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

Amount Requested:
$392,750

Sources of Funds: TAD

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-18 Tax Allocation District TAD Funding for 108 Washington Square and City Alleyway
2. Back up Material: Presentation for TADAC Recommendation for 108 Washington Street

RESOLUTION BR-2024-18

TAX ALLOCATION DISTRICT (TAD) FUNDING
FOR 108 WASHINGTON SQUARE PROJECT AND CITY ALLEYWAY

WHEREAS, the governing body of the City of Gainesville is committed to the success of the redevelopment of Midtown Gainesville into a live, work and play area; and

WHEREAS, on October 17, 2006 the governing body of the City of Gainesville adopted the Midtown Redevelopment Plan and created Tax Allocation District (TAD) Number One – Midtown pursuant to the Georgia Redevelopment Powers Law (O.C.G.A. § 36-44-1 et seq.) as the next steps in the City's redevelopment effort to reinvigorate Midtown; and

WHEREAS, the City of Gainesville will only consider applications for TAD financing for purposes or uses that are consistent with the definition of "redevelopment" as defined in the Georgia Redevelopment Powers Law [O.C.G.A. § 36-44-3(5)], with said eligible purposes or uses including public works and utilities, telecommunications infrastructure, street/streetscape improvements, parks and open space amenities, transit facilities and public parking structures, pedestrian amenities and safety improvements, and site preparation; and

WHEREAS, upon approval of a request for TAD funding, a TAD Development Agreement between the applicant/developer and the City shall be executed, and shall specify the eligible expenses, what method of funding will be utilized (i.e. pay-as-you-go, bank financing, bond financing or other method), and any special conditions and performance standards of the developer; and

WHEREAS, an application involving the renovation of a historic downtown building at 108 Washington Street NW known as 108 Washington Square to improve the front building façade, upgrade windows, build out the second level to include residential, and improve the public alleyway behind the building, hereinafter "project," was reviewed by the TAD Advisory Committee and determined to achieve the TAD criteria; and

WHEREAS, the TAD Advisory Committee unanimously recommended approval of the TAD funding request of up to $292,750 (with an additional $100,000 allocated for the City of Gainesville to utilize for alleyway improvements in the alleyway connecting Bradford Street and Main Street) for the following uses with the following conditions and payment schedule:

Use relating to the project:

- **Demolition**
- **Front Façade Renovation**
- **Window Replacement**
- **Alleyway & Public Art**
- **Exterior Building Painting**
- **Outdoor Living Area**

Conditions:

- **Permitted project must be in substantial conformance with the architectural renderings and budget submitted with the TAD application.**
- **The Developer will have discretion on $50,000 to be used for work to the rear of the building to improve the public alleyway appearance, but such work shall include a wrought iron style back gate approved by the City Community and Economic Development Director. The City will have discretion and authorization to use $100,000 based on the TAD increment generated by the project from the fund balance of the TAD Special Fund for improvements of the alleyway.**

RESOLUTION BR-2024-18

TAX ALLOCATION DISTRICT (TAD) FUNDING
FOR 108 WASHINGTON SQUARE PROJECT AND CITY ALLEYWAY

Developer Payment Schedule:

- **Up to $292,750 in TAD funds shall be made payable upon submittal of paid invoices for the purchase of and/or labor to complete or install the items specified under "Use" above, based upon the schedule and conditions listed below:**
  - **Applicant shall receive an initial reimbursement of $50,000 after submittal of paid invoices for work to the rear of the building to improve the public alleyway appearance which work shall also include a back gate that is wrought iron style and approved by the Community & Economic Development Director.**
  - **Reimbursement of the up to remaining $242,750 will be distributed on an annual basis based on the TAD increment generated by project for that calendar year.**
  - **Reimbursement will begin the calendar year after a Certificate of Occupancy is obtained for the residential units.**
  - **Reimbursement shall not exceed a period of 15 calendar years or $242,750, whichever occurs first.**

City Payment Schedule:

- **The City may utilize $100,000 from the fund balance of the TAD Special Fund for alleyway improvements for the alley connecting Bradford Street and Main Street.**

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the TAD application of up to $292,750 at 108 Washington Street NW and $100,000 from the fund balance of the TAD Special Fund for the City to utilize for alleyway improvements.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby approves funding for the redevelopment improvement from the increment generated by the project and that is deposited into the Tax Allocation District Fund.

BE IT FURTHER RESOLVED THAT the governing body authorizes the City Manager and City Attorney to prepare and execute a TAD Development Agreement to effectuate the terms and conditions of the funding, use and payment schedule.

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

4885-8324-0894, v. 1

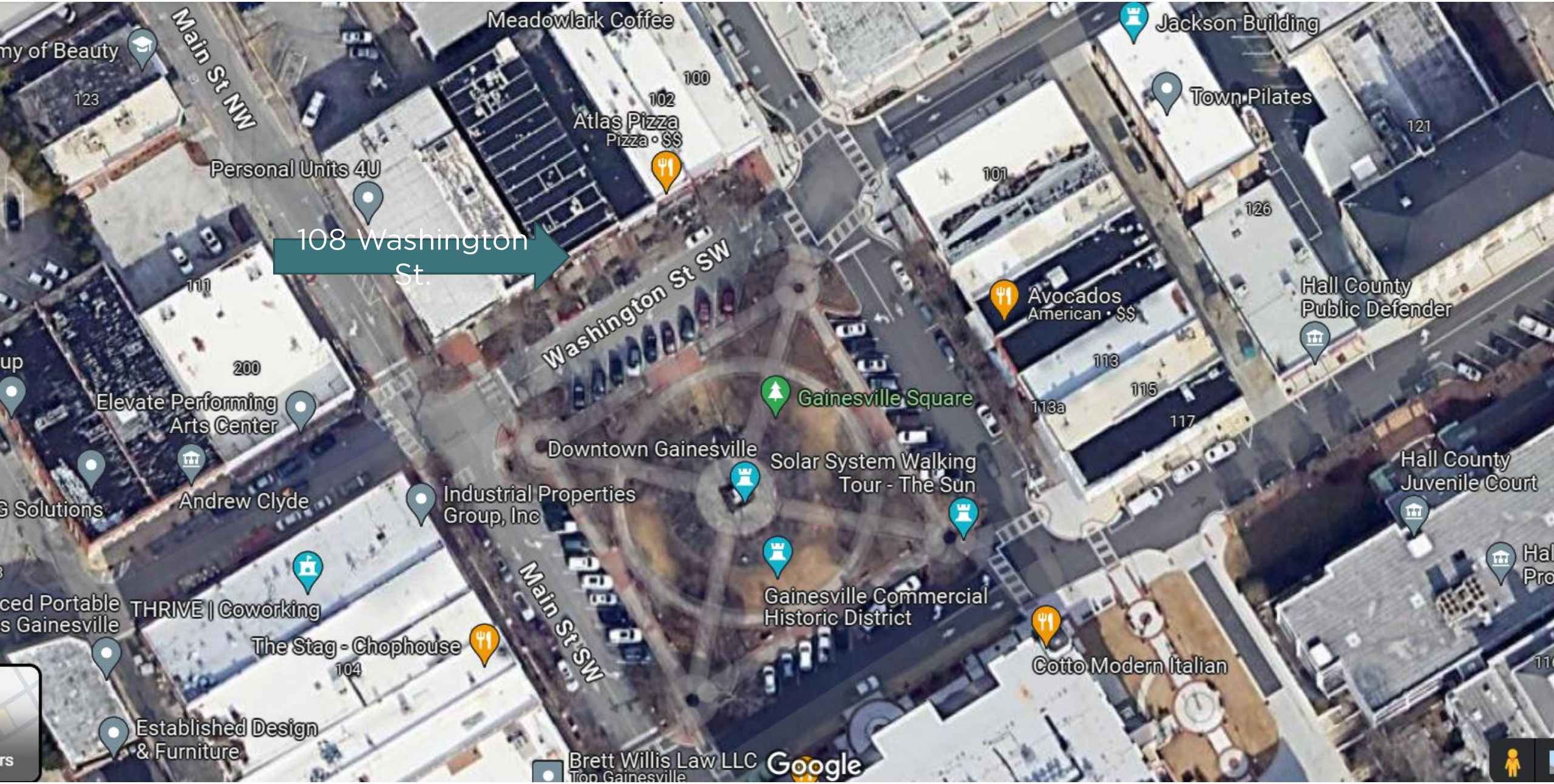
TAD Advisory Committee Meeting 4/15/24 Recommendations

Council Work Session

May 16, 2024

108 Washington Square

108 Washington Street


Meadowlark Coffee
Jackson Building
Main St NW
123
100
102
Atlas Pizza
Pizza • $$
Town Pilates
121
Personal Units 4U
101
126
108 Washington St.
Washington St SW
111
Avocados
American • $$
Hall County Public Defender
200
113
115
113a
117
Gainesville Square
Elevate Performing Arts Center
Downtown Gainesville
Solar System Walking Tour - The Sun
Hall County Juvenile Court
Andrew Clyde
Industrial Properties Group, Inc
Main St SW
THRIVE | Coworking
Gainesville Commercial Historic District
The Stag - Chophouse
104
Cotto Modern Italian
Established Design & Furniture
Brett Willis Law LLC
Google

FRONT FAÇADE (EXISTING)

FRONT FAÇADE RENDERING (PROPOSED)

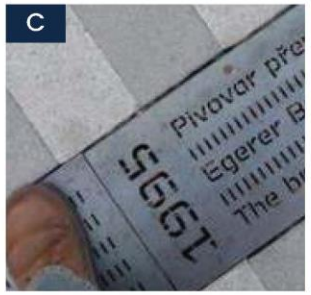
SECOND STORY ENTRANCE (EXISTING)

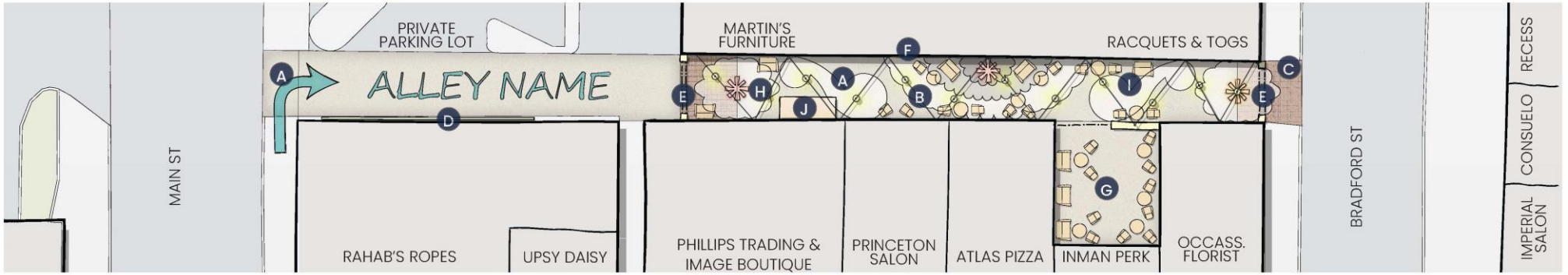
SECOND STORY ENTRANCE (PROPOSED)

ALLEYWAY (EXISTING)

3 MAIN ST ALLEY | CONCEPT | City of Gainesville Downtown Alleyways

- A WAYFINDING ARROW MURAL ON PAVING
- B CATENARY LIGHTS
- C TIMELINE PAVING
- D "MAIN STREET" ALLEY MURAL WALL (PICTURE OPPORTUNITY)
- E ENTRY GATEWAY
- F TIMELINE WALL BRANDING
- G COFFEE PATIO NOOK
- H ART FEATURE
- I MOVABLE FURNITURE
- J DUMPSTER ENCLOSURE

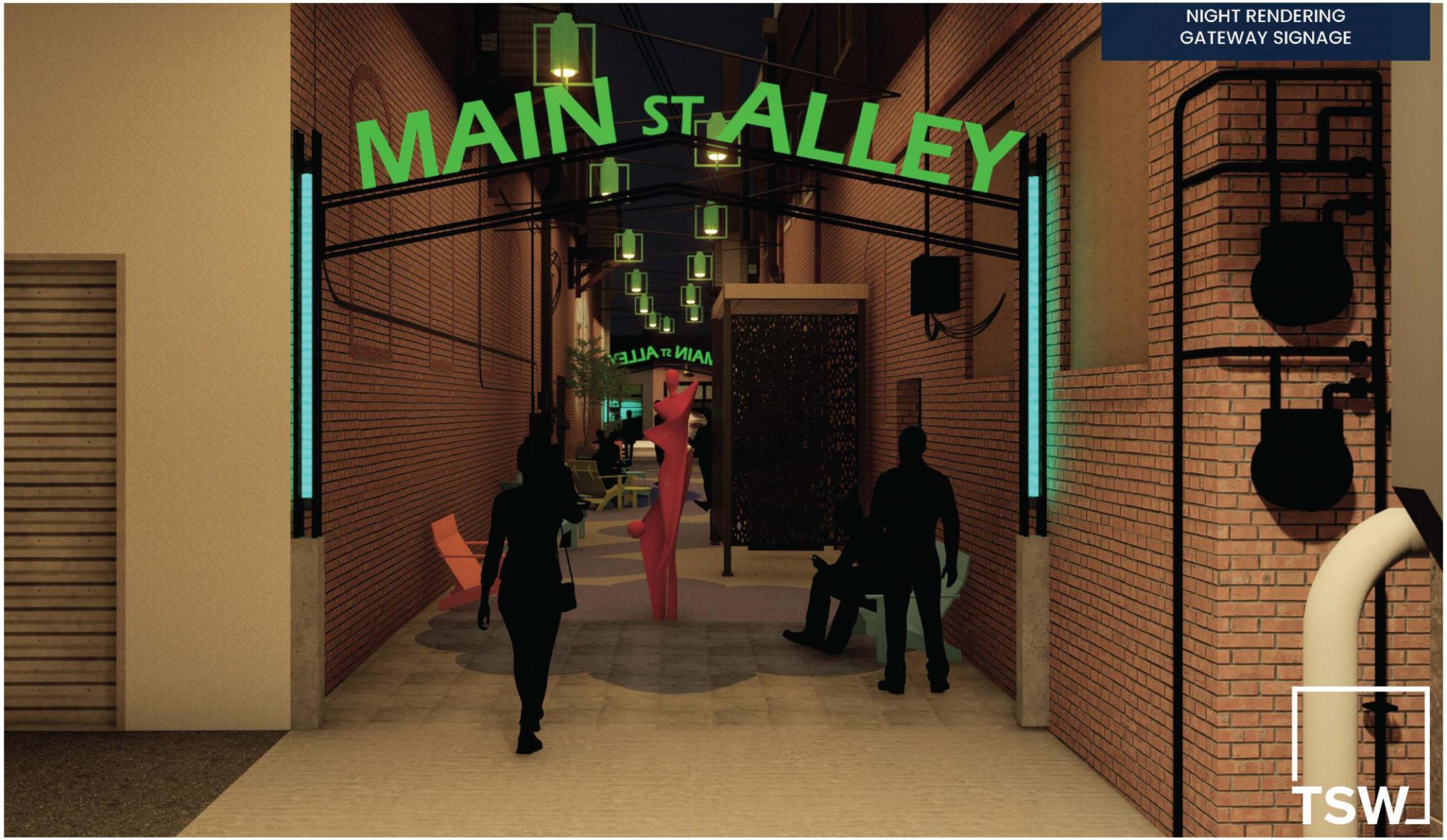




ALLEYWAY (PROPOSED)

TSW

3 MAIN ST ALLEY | PERSPECTIVES | City of Gainesville Downtown Alleyways



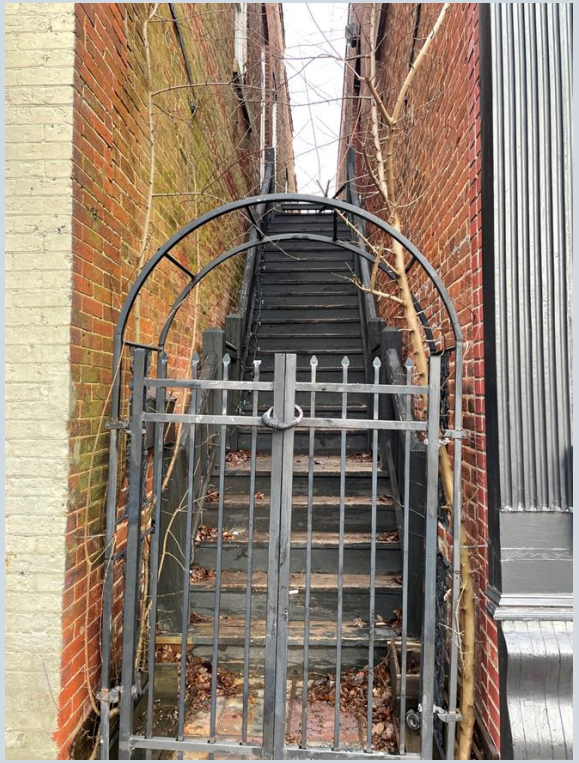
ALLEYWAY (PROPOSED)

3 MAIN ST ALLEY | PERSPECTIVES |

City of Gainesville
Downtown Alleyways

ALLEYWAY (PROPOSED)

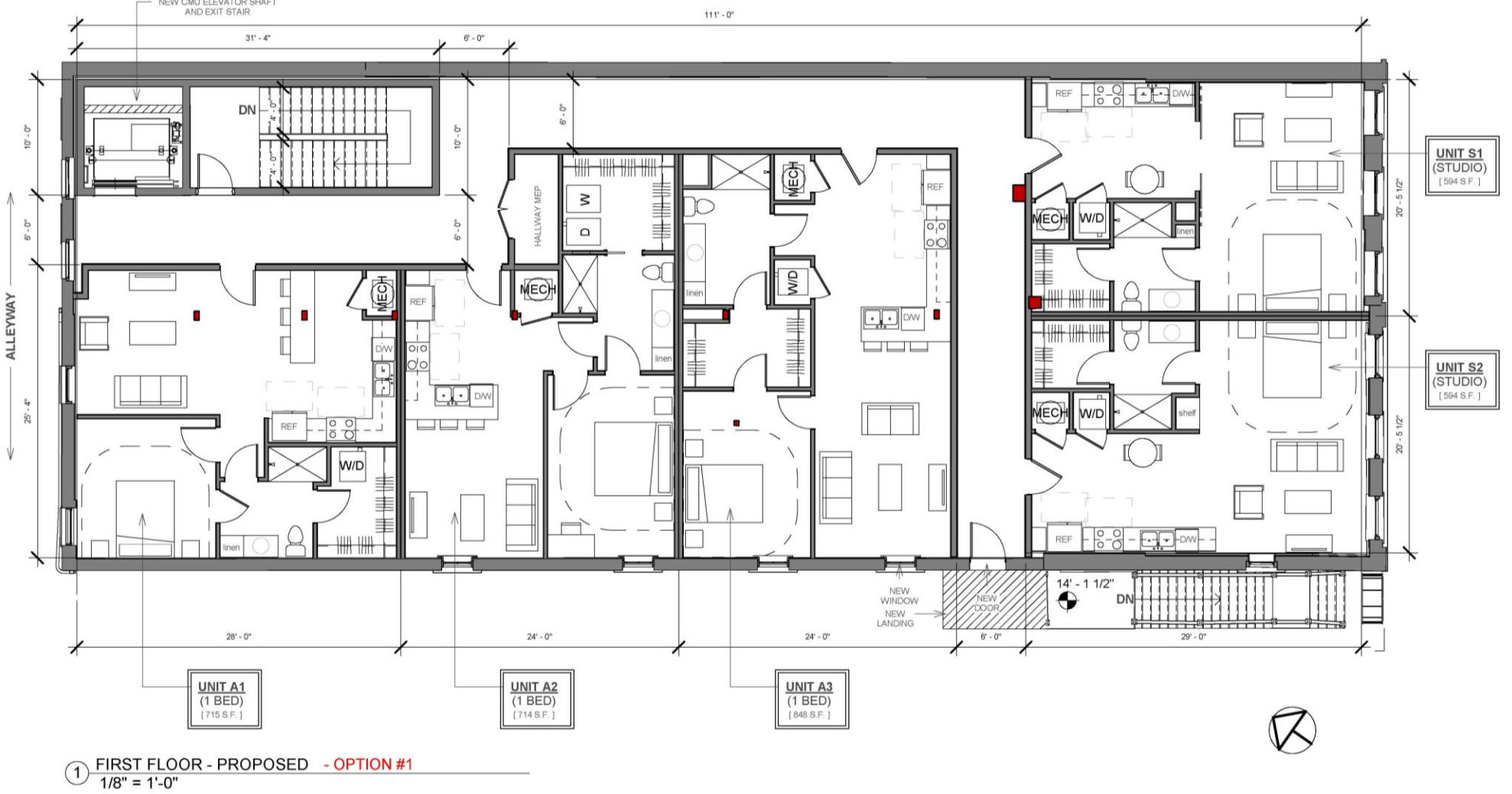
REAR BUILDING EXTERIOR (EXISTING)



PRIVATE ALLEY (EXISTING)

PRIVATE ALLEY EXAMPLE (PROPOSED)

SECOND FLOOR INTERIOR (EXISTING)



1 FIRST FLOOR - PROPOSED - OPTION #1
1/8" = 1'-0"

BCA-STUDIOS ARCHITECTS

SECOND FLOOR LAYOUT OPTION
1 BEDROOM UNITS

SECOND FLOOR INTERIOR EXAMPLE
THE REMINGTON
BRISTOL, VA

SECOND FLOOR INTERIOR EXAMPLE
THE MAJESTIC LOFTS
NASHVILLE, TN

Item	Quantity	Unit	Unit Price	Total	TAD Request
Building Acquisition	1	EA	$ 950,000.00	$ 950,000.00	$ -
Professional Fees	1	EA	$ 50,000.00	$ 50,000.00	$ -
Demolition	1	SF	$ 25,000.00	$ 25,000.00	$ 25,000.00
Front Façade	1	EA	$ 100,000.00	$ 100,000.00	$ 100,000.00
Window Replacement	15	EA	$ 1,000.00	$ 15,000.00	$ 15,000.00
Alleyway Improvements & Public Art	1	EA	$ 50,000.00	$ 50,000.00	$ 50,000.00
Apartment Unit Buildout	4,900	SF	$ 175.00	$ 857,500.00	$ -
Exterior Building Painting	6,000	SF Face	$ 2.50	$ 15,000.00	$ 15,000.00
Roof Replacement	4,900	SF	$ 25.00	$ 122,500.00	$ 122,500.00
Outdoor Living Area	1	EA	$ 50,000.00	$ 50,000.00	$ 50,000.00
Elevator (Option)	1	EA	$ 150,000.00	$ 150,000.00	$ -
			Subtotal =	$ 2,385,000.00	$ 377,500.00
			Contengency (10%) =	$ 238,500.00	$ 37,750.00
			Total =	**$ 2,623,500.00**	**$ 415,250.00**

TAD FUNDS & ITEMIZED DISTRIBUTION

	108 Washington Square
Valuation	
2006 Base Fair Market Value	$234,704
TAD Potential	
Based on Tax Assessor's Cost Value of:	$2,100,000
15 Year Estimated TAD (100% Assessed Value)	$306,246

TAD REQUEST

Item Description	TAD Request	Recommended TAD Funding
Demolition	$25,000	$25,000
Front Facade	$100,000	$117,750
Window Replacement	$15,000	$25,000
Alleyway & Public Art	$50,000	$150,000
Exterior Building Painting	$15,000	$25,000
Roof Replacement	$122,500	
Outdoor Living Area	$50,000	$50,000
Subtotal	$377,500	
Contingency 10%	$37,750	
TOTAL TAD REQUEST	$415,250	$392,750

TADAC RECOMMENDATION

Payment Schedule:

- Up to $292,750 in TAD funds shall be made payable upon submittal of paid invoices based upon the schedule and conditions listed below:
  - Applicant shall receive an initial reimbursement of $50,000 up front after submittal of paid invoices for work to the rear of the building to improve the public alleyway appearance, which shall include a wrought iron style back gate approved by the Community & Economic Development Director.
  - Reimbursement of $242,750 will be distributed on an annual basis based on the TAD Increment generated by the project for that calendar year.
  - Reimbursement will begin the calendar year after a Certificate of Occupancy is obtained for the residential units.
  - Reimbursement shall not exceed a period of 15 calendar years or $242,750, whichever occurs first.
- Payment of $100,000 to the City up front for alleyway improvements.

Conditions:

- Completed project is in substantial conformance with the architectural renderings and budget submitted with the application.
- The applicant will have discretion on $50,000 to be used on the rear of the building and the City will have authorization on $100,000 to be used in the alleyway.

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2024-19 Tax Allocation District (TAD) Funding for 104 Main Street SW - "Humo & Fuego"
Meeting Date:	May 21, 2024

Purpose of Request:
To consider TAD Funding for Humo and Fuego at 104 Main Street SW.

Facts & Issues / History & Background:
The TAD Advisory Committee met on 4/15/24 and approved the request.

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: TAD**

834,918

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-19 Tax Allocation District (TAD) Funding for 104 Main Street SW - Humo & Fuego
2. Backup Material: Presentation for TADAC Recommendation for 104 Main Street - Humo and Fuego (1)

RESOLUTION BR-2024-19

TAX ALLOCATION DISTRICT (TAD) FUNDING FOR 104 MAIN STREET SW "HUMO & FUEGO"

WHEREAS, the governing body of the City of Gainesville is committed to the success of the redevelopment of Midtown Gainesville into a live, work and play area; and

WHEREAS, on October 17, 2006 the governing body of the City of Gainesville adopted the Midtown Redevelopment Plan and created Tax Allocation District (TAD) Number One –Midtown pursuant to the Georgia Redevelopment Powers Law (O.C.G.A. § 36-44-1 et seq.) as the next steps in the City's redevelopment effort to reinvigorate Midtown; and

WHEREAS, the City of Gainesville will only consider applications for TAD financing for purposes or uses that are consistent with the definition of "redevelopment" as defined in the Georgia Redevelopment Powers Law [O.C.G.A. § 36-44-3(5)], with said eligible purposes or uses including public works and utilities, telecommunications infrastructure, street/streetscape improvements, parks and open space amenities, transit facilities and public parking structures, pedestrian amenities and safety improvements, and site preparation; and

WHEREAS, upon approval of a request for TAD funding, a TAD Development Agreement between the applicant/developer and the City shall be executed, and shall specify the eligible expenses, what method of funding will be utilized (i.e., pay-as-you-go, bank financing, bond financing or other method), and any special conditions and performance standards of the developer; and

WHEREAS, an application involving the renovation of a 14,450 square foot historic downtown building at 104 Main Street SW into a high-end restaurant known as "Humo & Fuego" that will include two-story dining, open windows on the second level, new storefront, and dramatic architectural features inside, hereinafter "project," was reviewed by the TAD Advisory Committee and determined to achieve the TAD criteria; and

WHEREAS, the TAD Advisory Committee unanimously recommended approval of the TAD funding request of up to $834,918 for the following uses with the following conditions and payment schedule:

Use relating to the project:

- **Demolition**
- **Concrete**
- **Storefront & Sliding Glass System**
- **Masonry & Metals**
- **Exterior Painting & Finishing**
- **Mechanical & Electrical**

Conditions:

- **Permitted project must be in substantial conformance with the architectural renderings and budget submitted with the TAD application.**
- **In order to receive TAD funds, the project must remain a restaurant/entertainment use that is in substantial conformance with the uses proposed in the application.**

RESOLUTION BR-2024-19

TAX ALLOCATION DISTRICT (TAD) FUNDING FOR 104 MAIN STREET SW "HUMO & FUEGO"

Payment Schedule:

- **Up to $834,918.00 in TAD funds shall be made payable upon submittal of paid invoices for the purchase of and/or labor to complete or install the items specified under "Use" above, relating to the project, based upon the schedule and conditions listed below:**
  - **Reimbursement will be distributed on an annual basis based on the TAD increment generated by the project for that calendar year.**
  - **Reimbursement will not begin until the calendar year after the calendar year in which the Certificate of Occupancy is obtained for the project.**
  - **The total period of reimbursement of up to a maximum of $834,918.00 shall not exceed a period of 15 calendar years, which period shall commence upon the first calendar year in which any reimbursement is paid to the applicant.**

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the TAD application of up to $834,918.00 for "Humo & Fuego."

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby approves funding for the redevelopment improvement from the increment generated by the project and that is deposited into the Tax Allocation District Fund.

BE IT FURTHER RESOLVED THAT the governing body authorizes the City Manager and City Attorney to prepare and execute a TAD Development Agreement to effectuate the terms and conditions of the funding, use and payment schedule.

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

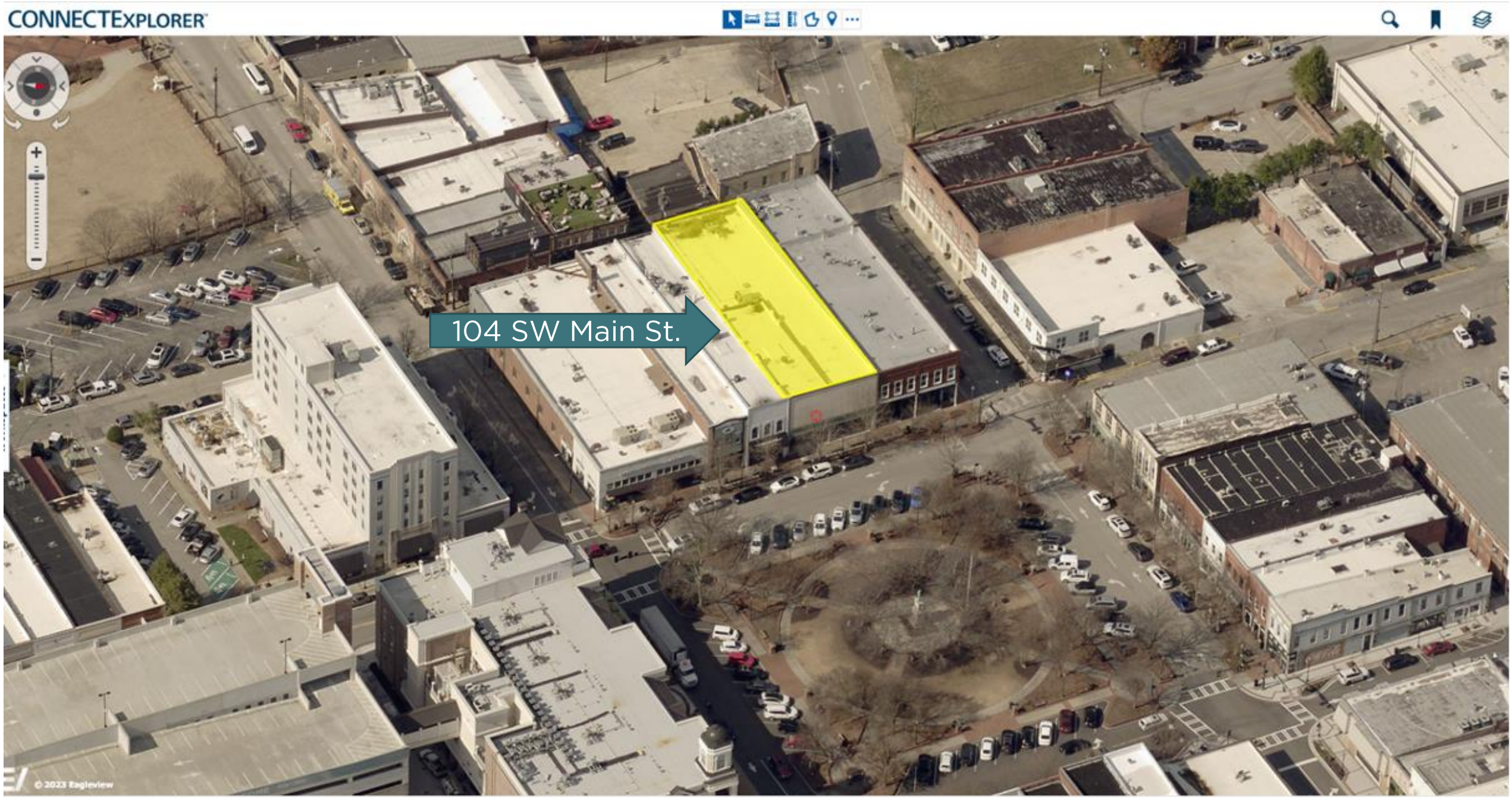
TAD Advisory Committee Meeting 4/15/24 Recommendations

Council Work Session

May 16, 2024

Humo & Fuego

104 SW Main St.


CONNECTEXPLORER
104 SW Main St.
© 2023 Eagleview

ART CUSTOM FRAMING
104
Main Street
CARDS GIFTS

HUMO & FUEGO
104 MAIN STREET

What We Will Provide

Humo & Fuego will be situated in the heart of Downtown and aims to become a prominent attraction for both locals and visitors. This project will bring a century-old building back to life and will inject new energy into the Square. This venture promises to blend contemporary dining experiences with the area's rich heritage.

- ❑ 200 jobs
- ❑ Menu items including:
  - ❑ Signature fajitas, fresh seafood, handmade tortillas
- ❑ Legendary margarita and mixed drink offerings
- ❑ 30 beers on tap

Before

After

Overall Project Budget

Item Description	Cost
Property	$1,237,447
Clean Out & Disposal Fees	$150,000
Construction	$3,817,379
Kitchen Equipment	$1,234,526
Design & Engineering	$327,700
Interior & Exterior Branding	$350,000
TOTAL	**$7,117,052**

Construction Budget

Item Description	Cost
General Conditions	$190,185
Demo Concrete & Facade	$40,282
Concrete	$70,847
Metals	$153,550
Woods & Plastics	$352,284
Thermal & Moisture Protection	$119,151
Doors & Windows	$187,400
Finishes	$994,343
Specialties	$29,529
Elevator	$111,194
Mechanical	$734,589
Electrical	$534,022
OH&P	$300,000
TOTAL	$3,817,379

TAD REQUEST

Item Description	TAD Request
Demolition	$ 40,282
Concrete	$ 70,847
Storefront & Sliding Glass System	$ 187,400
Masonry & Metals	$ 200,370
Exterior Painting & Finishing	$ 68,960
Mechanical & Electrical *Fire Protection* *New electrical system (1/2 of total)*	$ 267,059
TOTAL TAD REQUEST	$834,918

	Humo & Fuego
Valuation	
2006 Base Fair Market Value	$306,885
TAD Potential	
Based on Tax Assessor's Cost Value of:	$3,200,000
15 Year Estimated TAD (100% Assessed Value)	$474,995

TAD REQUEST

Item Description	TAD Request	Recommended TAD Funding
Demolition	$ 40,282	$ 40,282
Concrete	$ 70,847	$ 70,847
Storefront & Sliding Glass System	$ 187,400	$ 187,400
Masonry & Metals	$ 200,370	$ 200,370
Exterior Painting & Finishing	$ 68,960	$ 68,960
Mechanical & Electrical *Fire Protection* *New electrical system (1/2 of total)*	$ 267,059	$267,059
TOTAL TAD REQUEST	$834,918	$834,918

TADAC RECOMMENDATION

Payment Schedule:

- Up to $834,918 in TAD funds shall be made payable upon submittal of paid invoices based upon the schedule and conditions listed below:
  - Reimbursement will be distributed on an annual basis based on the TAD Increment generated by the project for that calendar year.
  - Reimbursement will begin the calendar year after a Certificate of Occupancy is obtained.
  - Reimbursement shall not exceed a period of 15 calendar years or $834,918, whichever occurs first.

Conditions:

- Completed project is in substantial conformance with the architectural renderings and budget submitted with the application.
- In order to receive TAD funds, the project must remain a restaurant/entertainment use that is in substantial conformance with uses proposed in the application.

Thank You

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-20 Upper Chattahoochee Basin Group Agreement
Meeting Date:	May 21, 2024

Purpose of Request:
To request Council approval for the Upper Chattahoochee Basin Group Agreement.

Facts & Issues / History & Background:
The Upper Chattahoochee Basin Group (UCBG) has been active for over 30 years working on various water quality activities in the Lake Lanier watershed. The steering committee of UCBG is comprised of Gainesville, Forysth County, Gwinnett County, and Hall County. This Agreement lays out a plan through December 31, 2028 for water quality monitoring in the Lake Lanier watershed.

Department Recommendation:
Request Council approval of the resolution to sign the Agreement.

Department Director:
Linda MacGregor

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

Amount Requested:

$12,500

Sources of Funds: Water Resources Operating Budget

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-20 Upper Chattahoochee Basin Group CBG Agreement
2. UCBG Agreement (Final)

RESOLUTION BR-2024-20

UPPER CHATTAHOOCHEE BASIN GROUP AGREEMENT

WHEREAS, the City of Gainesville utilizes Lake Lanier for water supply and assimilation of highly treated wastewater; and

WHEREAS, the City of Gainesville wishes to preserve and protect the water quality of Lake Lanier and other bodies of water and to be good stewards of our water resources; and

WHEREAS, the City of Gainesville benefits from working with neighboring governments who also rely on Lake Lanier; and

WHEREAS, an intergovernmental agreement was entered into between Forsyth County, Gwinnett County, Hall County, and the City of Gainesville (collectively "the Steering Committee") to establish the Upper Chattahoochee Basin Group for the purpose of funding and administering water quality studies in and around Lake Lanier; and

WHEREAS, the Steering Committee desires to cooperate in and share the cost of conducting water quality studies and closely coordinate the activities of the studies.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes execution of said agreement.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the sharing of yearly monitoring cost which is expected to be $50,000.00; therefore, each Steering Committee Member agrees to contribute $12,500.00 a year. Funding for the City's share of said cost shall be from Department of Water Resources Operating Budget.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to sign applicable documents that may be necessary to complete this project.

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

AGREEMENT BETWEEN FORSYTH COUNTY, GWINNETT COUNTY, HALL COUNTY, AND THE CITY OF GAINESVILLE

MEMORIALIZING THEIR RESPONSIBILITIES

AS PART OF THE UPPER CHATTAHOOCHEE BASIN GROUP

THIS AGREEMENT, entered into as of the ___ day of _____, 2023 by and between, Forsyth County, Georgia ("Forsyth"), City of Gainesville, Georgia ("Gainesville"), Gwinnett County, Georgia ("Gwinnett"), Hall County, Georgia ("Hall") (collectively "the Parties") to continue the work of the Upper Chattahoochee Basin Group.

WITNESSETH:

WHEREAS, the above-referenced stakeholders have cooperated for more than thirty (30) years on water quality and other issues related to Lake Lanier under the group title of "Upper Chattahoochee Basin Group (UCBG); and

WHEREAS, in the Parties have a continued interest in continuing these joint efforts; and

WHEREAS, previous Agreements regarding the UCBG are completed and/or expired.

NOW, THEREFORE, based upon the exchange of good and valuable consideration, the receipt and sufficiency of which are acknowledged via the signatures blow, the Parties agree as follows:

SECTION 1 - Members of UCBG

The Parties are members of UCBG. Governmental agencies, non-profit groups, companies, and individuals with an interest in Lake Lanier can be members of UCBG, but becoming a Steering Committee member requires that this Agreement be amended.

SECTION 2 - UCBG Steering Committee

The UCBG Steering Committee will be comprised of the following persons or their designees. The specific person to be on the Steering Committee representing their respective jurisdiction shall be identified via an email to the other Steering Committee members.

- Forsyth County Director of Water and Sewer
- Gwinnett County Water Resources Director
- Hall County Director of Public Works and Utilities
- City of Gainesville Water Resources Director

SECTION 3 - Responsibilities of the Steering Committee

The Steering Committee shall have the following responsibilities:

A. Coordinate activities of the UCBG.

B. Schedule, call, and lead periodic meetings of the UCBG.

C. Communicate with members about the activities of UCBG.

D. Manage the scope, schedule and budget of any work by others that UCBG undertakes.

SECTION 4 - UCBG Activities

The University of North Georgia (UNG) will conduct water quality sampling and analyses at Lake Lanier sites designated by the Steering Committee. UNG will compile this data in a database and an annual report suitable to the Steering Committee. UNG will provide the annual report, and present this information at one or more virtual or in person meetings by December 31st each year.

SECTION 5 - Administration of Funds

Forsyth County is designated as the Funding Administrator. Forsyth County will receive, administer, account for, and disburse the funds contributed by the Parties to fund the UCBG. Specifically, the Funding Administrator agrees to do and perform the following:

A. To receive payments due from each UCBG Party by July 31st annually;
B. To administer and account for the funds according to generally accepted accounting principles and as required by the laws of the State of Georgia for the management of public funds;
C. To receive UNG's invoices and distribute the invoices to the Steering Committee for review;
D. To release payment to UNG annually through two installments as approved by the Steering Committee. These two installments of $25,000 will be distributed by July 31st and January 31st annually for work completed between July 1st and June 30th;

SECTION 6 - Contribution of Funds

The Steering Committee agrees that each Party will contribute $12,500/year to fund UCBG initiatives, for a total of $50,000 each year.

SECTION 7 - Term

This Agreement shall become effective upon the execution hereof by all Parties to this amended agreement and shall continue in full force until December 31, 2028.

SECTION 8 - Termination

Should any Steering Committee member at any time fail to take any action or make any response required hereunder in a timely manner, then the other Steering Committee members shall be entitled to act with regard to any such matter, notwithstanding such nonparticipation; provided, however, that the failure of a Steering Committee member so to act or respond shall not affect that Steering Committee Member's right to act or respond as to future matters, nor that Steering Committee member's obligation to contribute its allotted share of the funding.

SECTION 9 - Indemnification

A. UNG's contract(s) shall contain the following wording: UNG shall agree to indemnify the Steering Committee members and their corresponding local government entities, from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by UNG or its employees, affiliated corporations, officers, and subcontractors.
B. The Parties agree that any claims, damages, losses, and costs, including, but not limited

to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, caused solely by the negligence or willful misconduct of that respective Party's Steering Committee member shall be the exclusive liability of the Party on whose behalf the Steering Committee member is acting.

C. If the *joint* negligence or joint misconduct of the Steering Committee members (or a person identified above for whom each is liable) is a cause of damage or injury, the loss, cost, or expense shall be shared between those Parties on whose behalf the Steering Committee member(s) were acting.

D. Nothing in this agreement shall constitute a waiver by Parties or UNG of any defense that would be available to them under Federal or State law.

SECTION 10 - Counterparts

This Agreement may be executed in one or more counterparts. All such counterparts shall be construed as one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this amended agreement by and through their duly authorized representatives as of the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

ATTEST: _____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM: _____
William J. Linkous III, County Attorney

FORSYTH COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

Attest: _____

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman

Date Signed: _____

Attest: _____(Seal)
County Clerk/Deputy County Clerk

Approved as to Form: _____
County Attorney

CITY OF GAINESVILLE, GEORGIA

By: _____
W. Samuel Couvillon, Mayor

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM: _____
Abbott S. Hayes Jr., City Attorney

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-21 Write-off of Delinquent Personal Property Tax
Meeting Date:	May 21, 2024

Purpose of Request:
The purpose of this request is to present a list of property taxes deemed to be uncollectible by the Tax Office and seek approval from Council for write-off.

Facts & Issues / History & Background:
Annually, the City writes off uncollectible taxes for personal (non real estate) taxes from seven years back. This practice is customary and in the guidelines of Generally Accepted Accounting Principles (GAAP), as recommended by the City auditors.

Department Recommendation:
Staff recommends adoption of the resolution authorizing the Tax Office to write-off of delinquent personal property tax accounts in the attached list (Attachment A).

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-2024-21 Write-off of Delinquent Personal Property Tax
2. Exhibit A - FY24 Write-off for Tax Year 2017

RESOLUTION BR-2024-21

Write-off of Delinquent Personal Property Tax

WHEREAS, the City of Gainesville Tax Office actively and extensively pursues the collection of delinquent personal property tax; and

WHEREAS, the attached list of accounts due from tax year 2017 has been deemed uncollectible by further efforts of the Tax Office; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Tax Office to write-off the attached list (Attachment A) of delinquent personal property tax accounts.

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

ATTACHMENT A

DELINQUENT PERSONAL PROPERTY TAX WRITE-OFFS
TAX YEAR 2017

Breakdown of Proposed Write-Offs		
City Taxes	$8,841.52	19%
School Taxes	$18,560.00	39%
Interest	$13,897.72	29%
FIFA and Penalty	$6,401.96	13%
Totals	$47,701.20	100%

Parcel	Name	Tax Year	Bill #	Original Tax	City	School	Interest	Penalty	FIFA	Total Due
01070 003047	CLA**********	2017	13280	$ 7.58	$ 2.24	$ 5.34	$ 4.00	$ 1.14	$ -	$ 12.72
90000104701	CIT**********	2017	603911	2,517.06	874.43	1,642.63	1,312.99	503.40	12.00	4,345.45
90000104405	HOR**********	2017	609742	2,136.98	763.62	1,373.36	1,114.80	427.40	12.00	3,691.18
90000325145	GIL**********	2017	607867	2,088.51	615.76	1,472.75	1,089.43	417.72	12.00	3,607.66
90000314840	CON**********	2017	604298	1,589.01	475.34	1,113.67	828.89	317.80	12.00	2,747.70
90000198622	VAG**********	2017	620887	1,287.11	379.49	907.63	671.30	257.44	12.00	2,227.85
90000309149	SUN**********	2017	619734	979.41	344.81	634.60	510.92	195.88	12.00	1,698.21
90000310870	KGY**********	2017	611136	968.33	285.49	682.84	504.99	193.68	12.00	1,679.00
90000315127	WOR**********	2017	622357	757.69	223.39	534.30	395.37	151.52	12.00	1,316.58
90000198906	MAR**********	2017	612761	1,173.70	220.36	528.10	372.19	149.68	12.00	1,282.33
90000328807	CLE**********	2017	650025	750.35	269.33	481.02	344.44	150.08	-	1,244.87
90000300065	GAI**********	2017	607387	670.70	198.45	472.25	349.74	134.16	12.00	1,166.60
90000162800	XAN**********	2017	622449	594.39	175.25	419.14	310.12	118.88	12.00	1,035.39
90000325142	CAR**********	2017	603330	543.98	160.38	383.60	283.66	108.80	12.00	948.44
90000195673	PAT**********	2017	615488	534.18	178.10	356.08	245.09	106.84	-	886.11
90000315143	EVE**********	2017	606417	437.13	128.88	308.25	228.10	87.44	12.00	764.67
90000318363	REI**********	2017	616939	320.56	115.06	205.50	167.15	64.12	12.00	563.83
90000172120	COM**********	2017	604284	319.07	110.08	208.99	166.39	63.80	12.00	561.26
90000312338	VAP**********	2017	620943	469.04	226.67	299.73	11.42	-	12.00	549.82
90000311119	FAM**********	2017	606521	284.65	84.63	200.02	148.58	56.92	12.00	502.15
90000312614	ATL**********	2017	601132	257.18	91.90	165.28	134.11	51.44	12.00	454.73
90000316267	SOL**********	2017	618944	241.41	71.87	169.54	125.93	48.28	12.00	427.62
90000315668	TOR**********	2017	620461	241.41	71.87	169.54	125.93	48.28	12.00	427.62
90000311239	DR **********	2017	605715	217.13	64.72	152.41	113.26	43.44	12.00	385.83
90000311493	SOU**********	2017	619047	217.13	64.72	152.41	113.26	43.44	12.00	385.83
90000318016	CHE**********	2017	603731	213.71	76.71	137.00	111.44	42.76	12.00	379.91
90000319851	GUA**********	2017	608473	213.71	76.71	137.00	111.44	42.76	12.00	379.91
90000200700	WE **********	2017	621548	200.50	59.11	141.39	104.47	40.12	12.00	357.09
90000311079	COS**********	2017	604490	196.61	64.82	131.79	102.46	39.32	12.00	350.39
90000309224	VIV**********	2017	621149	196.61	64.82	131.79	102.46	39.32	12.00	350.39
90000169132	SUB**********	2017	619666	178.67	52.68	125.99	93.19	35.72	12.00	319.58
90000305086	EL **********	2017	606147	176.05	53.96	122.09	91.97	35.20	12.00	315.22
90000307624	DON**********	2017	605627	175.43	52.43	123.00	91.38	35.08	12.00	313.89
90000312332	COL**********	2017	604205	171.94	55.49	116.45	89.79	34.40	12.00	308.13
90000312310	CON**********	2017	604309	171.94	55.49	116.45	89.79	34.40	12.00	308.13
90000314537	ROS**********	2017	617412	171.94	55.49	116.45	89.79	34.40	12.00	308.13
90000310792	AMA**********	2017	600689	164.55	53.31	111.24	85.96	32.92	12.00	295.43
90000309191	CUE**********	2017	604818	164.55	53.31	111.24	85.96	32.92	12.00	295.43
90000311261	MEN**********	2017	613517	164.55	53.31	111.24	85.96	32.92	12.00	295.43
90000310797	STO**********	2017	619522	164.55	53.31	111.24	85.96	32.92	12.00	295.43
90000316264	V E**********	2017	620876	129.01	102.88	86.13	67.59	25.80	12.00	294.40
90000304554	KIN**********	2017	611239	160.28	57.53	102.75	83.79	32.04	12.00	288.11
90000201966	LAN**********	2017	611712	156.42	46.82	109.60	81.78	31.28	12.00	281.48
90000161869	SEN**********	2017	618141	155.61	46.59	109.02	81.17	31.12	12.00	279.90
90000311047	ZAC**********	2017	622584	148.71	48.64	100.07	77.50	29.76	12.00	267.97
90000166636	HON**********	2017	609669	140.70	42.77	97.93	73.43	28.16	12.00	254.29
90000141954	MY **********	2017	614269	128.48	37.88	90.60	66.99	25.68	12.00	233.15
90000174707	CHO**********	2017	603844	118.71	35.00	83.71	62.05	23.76	12.00	216.52

ATTACHMENT A

90000319296	SOU**********	2017	619056	118.38	43.03	75.35	61.74	23.68	12.00	215.80
90000318661	YOU**********	2017	622542	118.38	43.03	75.35	61.74	23.68	12.00	215.80
90000318670	ACT**********	2017	600301	117.54	42.19	75.35	61.25	23.52	12.00	214.31
90000318025	CUS**********	2017	604868	117.54	42.19	75.35	61.25	23.52	12.00	214.31
90000318225	INT**********	2017	610186	117.54	42.19	75.35	61.25	23.52	12.00	214.31
90000196435	OZO**********	2017	615206	116.42	35.82	80.60	60.82	23.28	12.00	212.52
90000318064	DIS**********	2017	605532	112.20	40.28	71.93	58.60	22.44	12.00	205.24
90000318650	DUK**********	2017	605799	112.20	40.28	71.93	58.60	22.44	12.00	205.24
90000321813	EST**********	2017	606350	112.20	40.28	71.93	58.60	22.44	12.00	205.24
90000318222	I E**********	2017	610054	112.20	40.28	71.93	58.60	22.44	12.00	205.24
90000318376	SIS**********	2017	618583	112.20	40.28	71.93	58.60	22.44	12.00	205.24
90000102250	TON**********	2017	620430	110.46	36.00	74.46	57.63	22.08	12.00	202.17
90000316454	GOO**********	2017	608021	108.07	31.86	76.21	56.46	21.60	12.00	198.13
90000312611	ART**********	2017	601019	107.85	32.50	75.35	56.19	21.56	12.00	197.60
90000312270	CAM**********	2017	603211	107.85	32.50	75.35	56.19	21.56	12.00	197.60
90000314797	SAL**********	2017	617751	107.85	32.50	75.35	56.19	21.56	12.00	197.60
90000314766	SMO**********	2017	618901	107.85	32.50	75.35	56.19	21.56	12.00	197.60
90000174580	SAL**********	2017	617752	107.67	33.46	74.21	56.17	21.52	12.00	197.36
90000101623	REE**********	2017	616871	106.16	32.01	74.15	55.28	21.24	12.00	194.68
90000309482	FIN**********	2017	606748	105.55	31.82	73.73	55.08	21.12	12.00	193.75
90000312708	A S**********	2017	600104	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000315699	AMP**********	2017	600776	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000312667	ART**********	2017	601018	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000314643	ATL**********	2017	601131	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000316642	M A**********	2017	612465	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000315743	MOY**********	2017	614134	103.00	31.08	71.93	53.87	20.60	12.00	189.47
90000318060	AUT**********	2017	601169	97.14	28.64	68.50	50.90	19.44	12.00	179.48
90000315786	SER**********	2017	618152	97.14	28.64	68.50	50.90	19.44	12.00	179.48
90000198972	MAR**********	2017	612900	95.62	28.90	66.72	50.00	19.12	12.00	176.74
90000309262	R E**********	2017	616583	95.62	28.90	66.72	50.00	19.12	12.00	176.74
90000103787	TOP**********	2017	620443	92.06	27.14	64.92	48.12	18.40	12.00	170.58
90000311021	ARO**********	2017	600995	89.89	27.86	62.03	46.90	17.96	12.00	166.75
90000309152	GET**********	2017	607768	84.93	25.75	59.18	44.27	17.00	12.00	158.20
90000306658	FUN**********	2017	607246	84.33	25.56	58.77	44.11	16.88	12.00	157.32
90000318364	ROC**********	2017	617292	97.14	28.64	68.50	45.06	14.58	-	156.78
90000312664	SAG**********	2017	617706	81.19	24.64	56.55	42.28	16.24	12.00	151.71
90000303910	LOT**********	2017	612339	79.27	23.37	55.90	41.34	15.84	12.00	148.45
90000304634	MY **********	2017	614275	77.71	22.91	54.80	40.57	15.56	12.00	145.84
90000304276	PEA**********	2017	615569	77.71	22.91	54.80	40.57	15.56	12.00	145.84
90000309241	CLA**********	2017	603989	72.87	21.49	51.38	38.09	14.56	12.00	137.52
90000309085	DEN**********	2017	605351	72.87	21.49	51.38	38.09	14.56	12.00	137.52
90000308965	LAZ**********	2017	611880	72.87	21.49	51.38	38.09	14.56	12.00	137.52
90000315278	JAK**********	2017	610409	20.01	5.90	14.11	10.40	4.00	12.00	46.41
				27,709.40	8,841.52	18,560.00	13,897.72	5,357.96	1,044.00	47,701.20

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	BR-2024-22 Write-off of Delinquent Utilities Receivables
Meeting Date:	May 21, 2024

Purpose of Request:
The purpose of this request is to present a list of utilities receivables deemed to be uncollectible by the DWR and seek approval from Council for write-off.

Facts & Issues / History & Background:
Annually, the City writes off uncollectible receivables. This practice is customary and in the guidelines of Generally Accepted Accounting Principles (GAAP), as recommended by the City auditors. The accounts represent customer balances under $20 over 7 years old as well as bankrupt account holders.

Department Recommendation:
Staff recommends adoption of the resolution authorizing the Tax Office to write-off of delinquent utilities receivables accounts in the attached list (Attachment A).

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-2024-22 Write-off of Delinquent Utility Receivables
2. Attachment A - 2024 DWR Write-Off Listing

RESOLUTION BR-2024-22

Write-off of Delinquent Utility Receivables

WHEREAS, the City of Gainesville Department of Water Resources actively and extensively pursues the collection of delinquent utility receivables; and

WHEREAS, due to the status of the accounts listed on Attachment A, these accounts have been deemed uncollectible by further efforts of the Department of Water Resources staff; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and

WHEREAS, the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Department of Water Resources staff to write-off the attached list (Attachment A) of delinquent utility accounts.

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

ATTACHMENT A

2024 YEARLY WRITE-OFF SUMMARY

AR <$20	$867.11
UB <$20	$1,314.95
BANKRUPTCY 7	$2,725.32
BANKRUPTCY 11	$2,963.27
BANKRUPTCY 13	$623.19
DECEASED	$149.84
TOTAL	$8,643.68

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	GR-2024-03 FY2024 Local Maintenance and Improvement Grant (LMIG) Elachee Drive Resurfacing
Meeting Date:	May 21, 2024

Purpose of Request:
To authorize the Public Works Department to accept additional funding for the FY2024 Local Maintenance and Improvement Grant Program (LMIG) to resurface Elachee Drive.

Facts & Issues / History & Background:
GDOT has approved an additional amount up to $175,000 (or 70% of the project costs, whichever is less) for the resurfacing of Elachee Drive from the entrance gate near SR13 to the bridge over I-985.

Department Recommendation:
Adopt the resolution.

Department Director:
Chris Rotalsky

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

Amount Requested: **Sources of Funds: SPLOST**

Finance Comments:

Administrative Comments:

Attachments:
1. GR-2024-03 FY2024 Local Maintenance and Improvement Grant (LMIG) Elachee Dr Resurfacing

RESOLUTION GR-2024-03

FY2024 Local Maintenance and Improvement Grant (LMIG)
Elachee Drive Resurfacing

WHEREAS, in its regular meeting on December 19, 2023 the governing body of the City of Gainesville approved Resolution GR-2023-12, which authorized the City to accept the FY2024 Local Maintenance and Improvement Grant (LMIG) funds provided by the Georgia Department of Transportation (GDOT) in the amount of $460,498.38 to be used for the FY2024 Street Resurfacing Project; and

WHEREAS, GDOT has approved an additional amount up to $175,000 (or 70% of the project costs, whichever is less) for the resurfacing of Elachee Drive from the entrance gate near State Route 13 to the bridge over I-985; and

WHEREAS, the Public Works Department has determined that the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2024 Street Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the resurfacing of Elachee Drive to be added to the scope of the FY2024 Street Resurfacing Project.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the additional LMIG grant funding up to $175,000.

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:	May 16, 2024
Date Submitted:	May 16, 2024
Final Approval Date:	May 16, 2024
Presenter:	Angela Sheppard, Assistant City Manager
Item of Business:	GR-2024-04 FY2024 Local Road Assistance (LRA) Administration Grant
Meeting Date:	May 21, 2024

Purpose of Request:
To authorize the Public Works Department to prepare and submit the application necessary to apply for and accept the FY2024 Local Road Assistance (LRA) Administration funds and further authorize the Mayor, City Manager, and City Attorney to sign all necessary documents for executing the grant application.

Facts & Issues / History & Background:
The City has identified portions of Habersham Hills Drive, Chattahoochee Drive, Palmour Drive, Dorsey Drive, Grove Street, Martin Luther King Jr. Boulevard, Piedmont Court, and Piedmont Place as meeting the state criteria and will be submitting them as part of the LRA application.

Department Recommendation:
Adopt the resolution.

Department Director:
Chris Rotalsky

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

Amount Requested:

Sources of Funds: Local Road Assistance Adminstration Funds

Finance Comments:

Administrative Comments:

Attachments:
1. GR-2024-04 FY2024 Local Road Assistance LRA Grant
2. Cover Letter: FY2024 LRA-LMIG
3. LMIG_APPLICATION_LRA_SIG_PAGE_REV

RESOLUTION GR-2024-04

FY2024 LOCAL ROAD ASSISTANCE (LRA) ADMINISTRATION GRANT

WHEREAS, the Georgia Department of Transportation has announced the FY2024 Local Road Assistance (LRA) Administration grant program; and

WHEREAS, the identified grant amount for the City of Gainesville is $570,261.73; and

WHEREAS, the City has identified portions of Habersham Hill Drive, Chattahoochee Drive, Palmour Drive, Dorsey Street, Grove Street, Martin Luther King Jr. Boulevard, Piedmont Court, and Piedmont Place as meeting the state criteria and will be submitted as part of the LRA application; and

WHEREAS, there are no required matching funds to access the grant funding.

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

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the LRA grant funding in the amount of $570,261.73.

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 AND COUNCIL

Sam Couvillon, *Mayor* | C. Danny Dunagan, Jr., *Ward One* | Zack Thompson, *Ward Two* | Barbara B. Brooks, *Ward Three* | Juli Hayes, *Ward Five*

April 15, 2024

Mr. Charles Arnhart
District State Aid Coordinator
1475 Jesse Jewell Parkway NE
Suite 100
Gainesville, GA 30501

RE: City of Gainesville – Fiscal Year 2024 Local Road Assistance Administration

Dear Mr. Arnhart:

Please accept this letter as part of the City of Gainesville's application for the Fiscal Year (FY) 2024 Local Roadside Assistance administration funds. The streets and resurfacing work identified in the project list meet the requirements set forth in the LMIG General Rules and Guidelines.

The work approved for the FY2022 and FY2023 LMIG programs is complete. The work approved for the FY2024 LMIG program is underway and will be complete by the end of FY2024.

The City of Gainesville appreciates the opportunities afforded by this program. Should there be any questions with the application, please contact Corey Jones with our Public Works Department at 770-535-6882.

Sincerely,

W. Samuel Couvillon
Mayor

Cc Angela Sheppard
Chris Rotalsky
Corey Jones

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2024 SUPPLEMENTAL

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, W. Samuel Couvillon (Name), the Mayor (Title), on behalf of City of Gainesville (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

W. Samuel Couvillon (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL:

_____

E-Verify Number

Sworn to and subscribed before me,

This _____ day of_____, 20____.

In the presence of:

NOTARY PUBLIC

_____

My Commission Expires:

NOTARY PUBLIC SEAL:

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 16, 2024

Date Submitted: May 16, 2024

Final Approval Date:

Presenter: Abb Hayes, City Attorney

Item of Business: BR-2024-23 Property Acquisition from S.A. Peters, LLC

Meeting Date: May 21, 2024

Purpose of Request:
To authorize the purchase sale agreement from S.A. Peters, LLC for property located at 527 S. Main Street.

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-2024-23 Property Acquisition from S.A. Peters, LLC
2. Purchase Sale Agreement
3. Purchase Sale Agreement Amendment
4. 24-076 24X36P

RESOLUTION BR-2024-23

Property Acquisition from S.A. Peters, LLC

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to provide opportunities for the citizens of Gainesville to live, work, and play along the Midland Greenway; and

WHEREAS, the property owned by S.A. Peters, LLC (the "Seller"), as more particularly described in the Purchase Sale Agreement described below, will be used by the City to provide for parking in the Midland Greenway area; and

WHEREAS, the governing body for the City of Gainesville 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 effective date of March 14, 2024, as amended by that First Amendment to Purchase and Sale Agreement with an effective date of May 7, 2024, and does hereby authorize the purchase of the property owned by the Seller and directs the Mayor, the City Manager and the City Attorney to execute said Purchase Sale Agreement and First Amendment, 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 May, 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

4854-8618-0543, v. 2

PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF HALL

March 8th, 2024
Date

THIS AGREEMENT made and entered into by and between the undersigned Seller, S.A. Peters, LLC (herein called "Seller") the undersigned Purchaser, City of Gainesville (herein called "Purchaser") and Candler Real Estate Group, LLC, a Georgia limited liability company (herein called "Broker") and Avison Young Atlanta, LLC, a Georgia Limited Liability Company (herein called "Co-Broker").

In consideration of the agreements herein contained, the parties hereto agree as follows:

A. PURCHASE AND SALE:

Seller agrees to sell and convey, and Purchaser agrees to purchase and take title to, that certain parcel of real estate lying and being located in Land Lot(s) ___* ___ of the ___* ___ District ___* ___ Section of _Hall_ County, Georgia, and being known as 527 SW Main Street Gainesville, Georgia 30501 .Tax Parcel: 01011 001004 (a/k/a 523 SW Main Street, Gainesville, GA 30501) *See Attached Exhibit "A" as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, including all improvements now located thereon, including all electrical, mechanical, plumbing and other systems and all fixtures (exclusive of trade fixtures), trees and shrubbery attached and appertaining thereto (collectively called "Property").

B. PURCHASE PRICE AND METHOD OF PAYMENT:

The "Purchase Price" of Property shall be $3,500,000.00. At closing, the Purchasing Price shall be paid to Seller as set forth in the Addendum attached hereto as Exhibit "B" and by this reference made a part hereof.

C. EARNEST MONEY:

Purchaser shall pay to Avison Young Atlanta, LLC within 3 business days after acceptance of said agreement $50,000.00 by check ("Earnest Money Deposit"), which check shall be (check applicable box) [ ] held uncashed by Broker until Seller's acceptance of this offer, at which time it shall be deposited in Broker's trust or escrow account, or [x] promptly deposited in Broker's trust or escrow account. All checks representing deposits for which Broker acknowledges receipt shall be subject to clearance. Broker shall hold the Earnest Money Deposit in an escrow account, pending consummation of this transaction, but may commingle same with other monies in a general escrow or trust account in its name, and is authorized, at closing, to retain such portion of said Earnest Money Deposit equal to the commission due it, and to deliver the balance of such sums, if any, to Seller. Purchaser and Seller understand and agree that due to the large number of clients and the resulting aggregate cash balances in Broker's trust or escrow account. Broker will receive direct benefits, which shall be deemed part of Broker's compensation, in addition to any other amount provided for in this Agreement. The entire Earnest Money Deposit is to be applied to the Purchase Price. In the event Broker shall be in doubt as to its duties or obligations with regard to said Earnest Money Deposit, Broker shall not be required to disburse same and may, at its option, continue to hold same until both Purchaser and Seller agree as to its disposition, or until final judgment is entered by a court of competent jurisdiction directing its disposition, or Broker may place said Earnest Money Deposit in the registry of a court of competent jurisdiction and file an action in interpleader, in which case Broker shall thereupon be released of all liability for holding said Earnest Money Deposit. Purchaser and Seller shall pay all costs and legal fees of Broker in connection with such action in interpleader or in connection with any action instituted by either Purchaser or Seller related to said Earnest Money Deposit. Except for willful breach of the terms of this contract or gross negligence, Broker shall not be liable to any person whomsoever for misdelivery or other error in the handling of the Earnest Money Deposit.

D. TITLE:

(a) EXAMINATION: Purchaser shall have a reasonable time after the Binding Agreement Date to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to

satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. Buyer acknowledges that owner's title insurance may be purchased at closing, at Purchaser's expense.

(b) WARRANTY: Seller warrants that he presently has title to said Property. At the time of closing, Seller agrees to convey good and marketable title to said Property by limited warranty deed subject only to (1) zoning ordinances affecting said Property, (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach, (3) subdivision easements and restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this Agreement, Purchaser agrees to assume Seller's responsibilities there under to the tenant and to the broker who negotiated such leases.

E. CLOSING DOCUMENTS:

Seller and Purchaser agree that such papers as may be reasonable and necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at closing.

F. PRORATIONS:

Ad valorem taxes, rentals, premiums on insurance acceptable to Purchaser, interest on encumbrances and operating expenses, if any, shall be prorated as to the date of delivery of the Limited Warranty Deed to Purchaser. Ad valorem taxes on Property for the calendar year of closing shall be prorated and accounted for between Seller and Purchaser at closing based on the latest millage rate and assessment available based on 2023 tax values. ~~Should such proration be inaccurate based on the actual ad valorem bill when received, either party hereto may demand and shall be entitled to receive on demand, a payment from the other correcting such malapportionment.~~ Seller shall be responsible for all assessments (special or otherwise) placed against Property prior to closing, and shall pay all recording fees or similar charges imposed on the conveyance of Property by Seller; Purchaser shall pay transfer tax, any Georgia intangible taxes and recording fees for any mortgage, deed to secure debt or the like. In the event assessments are payable in installments. Purchaser shall take title subject to assessments not yet due and payable and shall deduct from the cash portion of the Purchase Price at closing the balance due for the payment in full of all installments of any such assessment.

G. CONDITION OF PROPERTY:

Seller warrants that at closing the improvements on Property will be in the same condition as they are on the date this Agreement is signed by Purchaser, natural wear and tear excepted. Until closing, Seller, at Seller's expense, shall maintain in full force and effect the same fire and extended coverage insurance carried by Seller on Property on the date of this Agreement. However, should Property be destroyed or substantially damaged before closing, then at the election of Purchaser: (i) this Agreement may be cancelled, or (ii) Purchaser may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within ten (10) days after Seller provides Purchaser written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss. If Purchaser has not been notified by Seller within sixty (60) days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever first occurs, Purchaser may at its option cancel this Agreement.

H. BROKERAGE:

In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein. Buyer shall forthwith pay Broker the full commission immediately; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission and may pay the balance thereof to Seller as liquidated damages to Seller, if Seller claims balance of Seller's liquidated damages in full settlement of any claim for damages, whereupon Broker shall be released from any and all liability for return

of the earnest money to Buyer.

Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be paid 6% of the Purchase Price, due and payable upon transfer of title (closing) or as otherwise provided herein.

Brokerage Relationships in this Transaction:

Selling Broker is:
☒Representing Buyer as a client
☐Not representing Buyer (Buyer is a customer)
☐Acting as a designated agent where _____ has been assigned to exclusively represent the Buyer.

Listing Broker is:
☒Representing Seller as a client
☐Not representing Seller (Seller is a customer)
☐Acting as a designated agent where _____ has been assigned to exclusively represent the Seller

Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____

I. ENTIRE AGREEMENT:

(a) This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and prior agreements between these parties with respect to Property are superseded hereby except as specifically set out herein. No representation, promise or inducement not included herein shall be binding upon any party hereto. The terms "Seller", "Purchaser", or "Broker" shall be construed in the plural and the appropriate gender will be read into all pronouns used herein to reference any of said parties whenever the sense of this Agreement so requires.

(b) This Agreement may not be changed orally, but only by an agreement in writing signed by Purchaser, Seller and Broker.

J. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (a) in person; (b) by overnight delivery service prepaid; (c) by facsimile (FAX) transmission; or (d) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Broker's Affiliated Licensee or receiving party. In the event that any notice, demand, information, or disclosure is required by the terms of this Agreement to be given by a party to "Broker", such Broker shall be deemed to be the Broker or Affiliated Licensee, if any, for the other party, and if none, then directly to the other party.

As to Purchaser:
Name: City of Gainesville
Contact: Bryan Lackey, City Manager
Address: 300 Henry Ward Way, Suite 300
City, State, Zip Code: Gainesville, Ga 30501
Phone: 770-535-6864
Email: blackey@gainesvillega.gov

As to Seller:

Name: S.A. Peters, LLC
Contact: Mrs. Sara Peters
Address: 8361 Belton Bridge Road
City, State, Zip Code: Lula, GA 30554
Phone: 770-402-9375
Email: sapeters2318@gmail.com

As to Broker:

Name: Candler Real Estate Group, LLC
Contact: Brian Hughs
Address: 135 Maple Street NW
City, State, Zip Code: Gainesville, GA 30501
Phone: 770-988-6383

As to Co-Broker:

ame: Avison Young Atlanta, LLC
Contact: Will White
Address: 425 Spring Street SE, Suite 200
City, State, Zip Code: Gainesville, GA 30501
Phone: 770-532-9911

In the event no address for purpose of notice is specified with respect to a particular party as required by this Paragraph, any other party may direct notices to such party at any business or residence address known to such party. Any such notice to an unspecified address shall be effective when delivered personally, or with respect to mailed notices, upon actual receipt by the party to whom such notice is directed, as shown on the Return Receipt therefore.

K. BINDING EFFECT ASSIGNMENT:

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply.

L. CLOSING:

The term "closing" or words of similar import as used in this Agreement shall mean the consummation of the sale of Property. The sale shall be deemed consummated by Purchaser's acceptance of Seller's Warranty Deed to Property. The term "closing" shall, in addition, be construed to mean the originally fixed time and closing date specified herein or any adjourned time and date provided herein or agreed to in writing by the parties.

M. TIME:

Time is of the essence of this Agreement.

N. ADDITIONAL ITEMS:

1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and, notwithstanding anything to the contrary provided herein. Purchaser and Seller shall be entitled to exercise any and all of their respective rights and remedies there under in the event of default by the other party hereunder.

2. All agreements herein, which must, by implication or necessity, survive the closing, shall be deemed to so survive as the sense of this Agreement requires.

3. Seller shall, and does hereby expressly consent and agree to the assignment by Purchaser of Purchaser's rights hereunder to any person, firm, partnership or corporation (including a corporation to be formed hereafter) provided such assignee shall assume all of the obligations of Purchaser hereunder. If such assignment

is made, then the sale contemplated by this Agreement shall be consummated in the name of any such assignee, and, after any such assignment. Seller shall look solely to such assignee for the performance and discharge of all the obligations and liabilities of Purchaser hereunder. Purchaser in such event being relieved of all obligation and liability hereunder.

4. Seller warrants and represents that Property shall be in the same condition on the date of closing, as on the date of this Agreement, natural wear and tear excepted, and Seller expressly agrees not to remove any buildings or improvements from Property or to cut timber or pulpwood on Property prior to closing.

5. If this Agreement is recorded and Purchaser does not acquire title within the time limits for closing (excepting for Seller's default) then promptly thereafter Purchaser shall execute a quitclaim deed in favor of Seller divesting itself of any further rights to Property.

6. Seller and Purchaser hereby agree to indemnify, defend and hold each other and Broker harmless from and against any and all costs, damages and expenses, including attorney's fees, resulting, directly or indirectly, from any such claim arising out of the actions of or contract with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

7. Item 7 has been intentionally deleted.

8. The Addendum attached to this Agreement as Exhibit "B" shall control in the event of any conflict with the foregoing terms of this Agreement.

9. Real Estate taxes on said Property shall be prorated as of the date of closing. Tax amount shall be based on 2023 tax assessments and tax bills.

10. Purchaser shall pay State of Georgia property transfer tax.

11. Sale shall be closed on or before See Attached Exhibit "B". Possession granted no later than Closing. Purchaser's attorney's fees and other Purchaser closing costs shall be paid by Purchaser.

12. Cost of survey to be paid by Purchaser

13. Seller shall be responsible for all assessments (special or otherwise) placed against property prior to closing, irrespective of when payable.

14. This Contract shall survive the closing, execution and delivery of the Warranty Deed. (Closing attorney is hereby directed to transfer this paragraph to the closing statement.)

15. In the event either Purchaser or Seller fails to insert the acceptance date on this contract, both parties are to authorize Broker to insert said date in contract.

16. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

0. DISCLAIMER:

(a) INDEPENDENT EXPERT ADVICE. Seller and Purchaser acknowledge that they have not relied upon the advice or representations of Broker or Broker's Affiliated Licensees, including but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership to amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above or any other condition or

circumstance which may adversely affect the Property. Seller and Buyer acknowledge that if such, or similar matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.

(b) PROPERTY CONDITIONS. Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the cleanup of such substances. Purchaser and Seller acknowledge that: Brokers have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; such substances can be extremely costly to correct and remove; Brokers have made no investigations or representations with respect to such substances; and Brokers shall have no liability to Seller or Purchaser regarding the presence of said substances on the Property. Seller and Purchaser release Broker and Broker's Affiliated Licensees from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

P. INSTRUCTIONS TO CLOSING ATTORNEY:

Closing Attorney is instructed to: (a) transfer "Survival of Agreement" paragraph to the closing statement; (b) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code § 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code § 1445; (c) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction and comply with any other reporting requirements related thereto.

Q. EXHIBITS AND ADDENDA:

In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

Exhibits "A", "B"

SPECIAL STIPULATIONS:

The following stipulations, if conflicting with any preceding paragraph, shall control:

[X] Special Stipulations (Exhibit "B") Continued and made a part hereof.

TIME LIMIT OF OFFER

This instrument shall be open for acceptance until 5 o'clock P M., on the 15th day of March 2024.

ACCEPTANCE DATE

The date proposition is hereby accepted, 3:00 o'clock P M. on the 14 day of March, 2024.

BINDING AGREEMENT

This instrument shall become a binding Agreement when written acceptance thereof or a facsimile (FAX) transmission of the acceptance instrument is actually received by Broker, Broker's Affiliated Licensees, or Offeror. Upon receipt of acceptance, the other party, Broker or Brokers' Affiliated Licensee shall be notified immediately.

SELLING BROKER:
Avison Young Atlanta, LLC
(GA Broker Lic. No.: H-63315)

BY: _____
Broker or Broker's Affiliated Licensee

Frank N. Simpson
Print or Type Name

141087
(Agent's GA RE Lic. No.)

Bus. Phone: (770) 532-9911
Email: frank.simpson@avisonyoung.com
Date: 3/14/24

LISTING BROKER:
Candler Real Estate Group, LLC
(GA Broker Lic. No.: H-80245)

BY: _____
Broker or Broker's Affiliated Licensee

Brian Hughs, CCIM
Print or Type Name

334858
(Agent's GA RE Lic. No.)
Bus. Phone: (770) 988-6383
Email: brian@candlerre.com
Date: _____

PURCHASER:
City of Gainesville

BY: _____
Purchaser's Signature

Bryan Lackey
Print or Type Name

Date: 3-14-24

Approved as to form

Abbott J. Hayes, Jr.
City Attorney

SELLER:
S.A. Peters, LLC

BY: _____
Seller's Signature

Mrs. Sara Peters
Print or Type Name

Date: 3/14/2024

EXHIBIT "A"

TRACT I

All that tract or parcel of land situated, lying and being in the City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

Beginning at an iron pin and adjoining the property of R. Smith and running thence N 55-19E for a distance of 62.5 feet to an iron pin at Bradford Street; thence S31-10E, along Bradford Street for a distance of 16.9 feet to an iron pin; thence S 53-01W, for a distance of 55.6 feet along the property of the R. E. Greenway Estate to an iron pin; thence N 51-45 W, for a distance of 20 feet to the beginning point.

This being a portion of the property inherited by Mrs. A.F. Smith as sole heir of Arthur E. Smith, deceased, under Will as filed for record in Court of Ordinary of Hall County on March 11, 1965, and shown of Record on Will Record D at page 446.

And Also

TRACT II

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being shown and delineated on a plat of survey prepared by Farley-Collins Associates, Georgia Registered Land Surveyors, dated August 5, 1983, which plat is recorded in the Clerk's Office, Superior Court of Hall County, Georgia, in Plat Book 92 at page 30. Said plat and the record thereof are herein incorporated by reference, and being more particularly described as follows:

Beginning at an iron pin stake located in the Southwesterly right of way of South Bradford Street, which iron pin stake is located 286.26 feet from the centerline of College Avenue as measured along the right of way of South Bradford Street; thence along property of James Peters S55-19W, 62.79 feet to an iron pin stake; thence along property, now or formerly Heathman Clark Co., Inc. N50-31 W, 127.59 feet to an iron pin stake; thence along the right of way of South Bradford Street S31-10E, 116.38 feet to an iron pin stake at the Point of Beginning.

And Also

TRACT III

All that tract of parcel of land, together with all improvements thereon, lying and being on the City of Gainesville, Hall County, Georgia, on the southwesterly side of South Bradford Street and the northwesterly side of College Avenue, and being more particularly described as follows:

Beginning at a nail in asphalt on the northwesterly side of College Avenue, which nail lies North 60 degrees, 26 feet 30 inches East 105.5 feet from a hole in the back of the sidewalk at the intersection of the northeasterly right of way of Main Street and the northwesterly right of way of College Avenue, as measured along the back of the sidewalk on the northwesterly side of College Avenue; thence from said Point of Beginning, continuing along the northwesterly side of College Avenue, North 60 degrees, 26 feet, 30 inches East 20.46 feet to an iron pin found; thence continuing along the back on the sidewalk on the northwesterly side of College Avenue in a northeasterly direction 77.1 feet to the corner of the intersection of the northwesterly side of College Avenue and the southwesterly side of South Bradford Street, in the northwesterly direction, 76.5 feet to an iron pin found; thence continuing along the back of said sidewalk, North 31 degrees, 19 feet West, 82.1 feet to an iron pin set; thence along property now or formerly of James W. Peters, South 53 degrees, 55 feet West 115.02 feet more or less to an iron pin set;

thence along other property now or formerly of James W. Peters, South 37 degrees, 14 feet East, 146.74 feet to the Point of Beginning.

And Also

TRACT IV

All that tract or parcel of land situated, lying and being in the City of Gainesville, Hall County, Georgia, on the East Side of South Main Street, and being more particularly described as follows:

Beginning at an iron pin stake adjoining and fronting South Main Street and running thence N55-19E along the property now of formerly J. W. Waters for a distance of 144.7 feet to an iron pin stake; thence S 51-45E for a distance of 20 feet to an iron pin stake; thence along the property now or formerly R. Smith N 53-01E for a distance of 55.6 feet to an iron pin stake fronting South Bradford Street; thence running along South Bradford Street S 31-01 E for a distance 83.0 feet to an iron pin stake; thence along the Luther Property and the Trudy Voyles Property S 53-19W, for a distance of 206.3 feet to an iron pin stake; thence along South Main Street N 32-00W for a distance of 107.0 feet to an iron pin stake at the beginning corner.

This being the same property as described in a deed for G.M. Poole to R.B. Greenway as recorded in Deed Book 41 at Page 592 of the Deed Records of Hall County, Georgia.

And Also

TRACT V

All that tract or parcel of land situated, lying and being in the City of Gainesville, Hall County, Georgia, being a tract of land at the northeastern intersection of Main Street and College Avenue, according to a plat prepared by Henry Grady Jarrard, registered surveyor, dated April 26, 1978, recorded in Plat Book 70, Page 117, Hall County Plat Records, and being more particularly described as follows:

Beginning at a point where the northern side of the sidewalk which runs along the northern side of College Avenue intersects and the eastern side of the sidewalk which runs along the eastern side of Main Street, said point being indicated on the above referenced plat as a hole in the sidewalk; thence north 32 degrees 06 feet West 135.05 feet to an iron pin; thence north 53 degrees 55 feet east 92.5 feet to an iron pin; thence south 37 degrees 14 feet east 146.74 feet to a nail on the northern side of the sidewalk on the northern side of College Avenue; thence south 60 degrees 26 feet 30 inches west 105.5 feet to the hole in the sidewalk at the point of beginning.

EXHIBIT "B"
(Special Stipulations)

1. Notwithstanding any other provisions of this Agreement, Purchaser shall have Sixty (60) days from the Acceptance Date (the "Inspection Period") to evaluate the feasibility of its purchase of the Property. Seller authorizes Purchaser and its engineer and/or other experts, at Purchaser's expense, to go upon the Property, at any reasonable time for the purpose of making inspections. Such inspections shall be performed to cause no damage to the Property or improvements thereon, and Purchaser shall repair any damage to the Property or improvements caused by Purchaser's or its agent's entry. Purchaser agrees to defend and hold Seller and the Property harmless from all claims and liabilities (including reasonable attorney's fees, costs and expenses) for personal injury, physical damage to any person or the Property, or mechanic's or materialmen's liens which may be asserted against the Property solely as a result of any such entry by Purchaser, its agents or designees. If Purchaser determines during the Inspection Period that the Property is not satisfactory (in Purchaser's sole judgment), the Purchaser shall void this Agreement by written notice to the Seller and all earnest money shall be refunded to the Purchaser.

2. Within Five (5) business days of the Effective Date of the agreement for Purchase and Sale Agreement, Seller shall provide to Purchaser copies of all reports, studies, architectural drawings, surveys, evidence of utility availability, environmental reports, title insurance policies, leases, income/expense reports or other agreements affecting the property which Seller has in its possession for Purchaser's inspection.

3. Closing of said agreement should take place on or before Fifteen (15) days following completion and removal of Inspection period shown and defined in number one (1) of Exhibit "B".

4. Purchase price shall be paid in all cash at closing.

5. Seller is currently occupying the basement storage space for storage of personal items. Seller shall be allowed continued use of said space rent free until December 31st, 2024. Seller will be responsible for continued payment of utilities for said space. In the event Seller shall need to continue use of said space past December 31st, 2024, occupancy shall continue on a month-to-month basis with Purchaser having the right to give 30 days written notice to vacate to Seller.

6. Purchaser agrees to assume all leases, responsibilities and obligations of Seller at closing.

DocuSign Envelope ID: F16FB0B8-B4FA-401A-81ED-C25D5F7F7F79

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement ("First Amendment") is made and entered into by and between S.A. Peters, LLC (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller and Purchase entered into a Purchase and Sale Agreement with an Effective Date of March 14, 2024 ("Agreement"), and Purchaser and Seller desire to extend the Inspection Period and date for closing of the Agreement.

W I T N E S S E T H:

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

The Inspection Period, as that term is defined in the Agreement, is hereby extended through and including May 24, 2023. The closing of the Agreement shall take place on or before May 31, 2024.

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

Purchaser:

CITY OF GAINESVILLE

By: _____ Date: 5-6-24
Bryan Lackey, City Manager

Approved as to form:

_____
Abbott S. Hayes, Jr., City Attorney

Seller:

S.A. PETERS, LLC

By: DocuSigned by: Sara Peters 70E59B54151942F... Date: 5/7/2024

4880-1024-6844, v. 2

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

CITY OF GAINESVILLE APPROVAL STAMP

ZONING AND BUILDING SETBACKS (S/B):

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

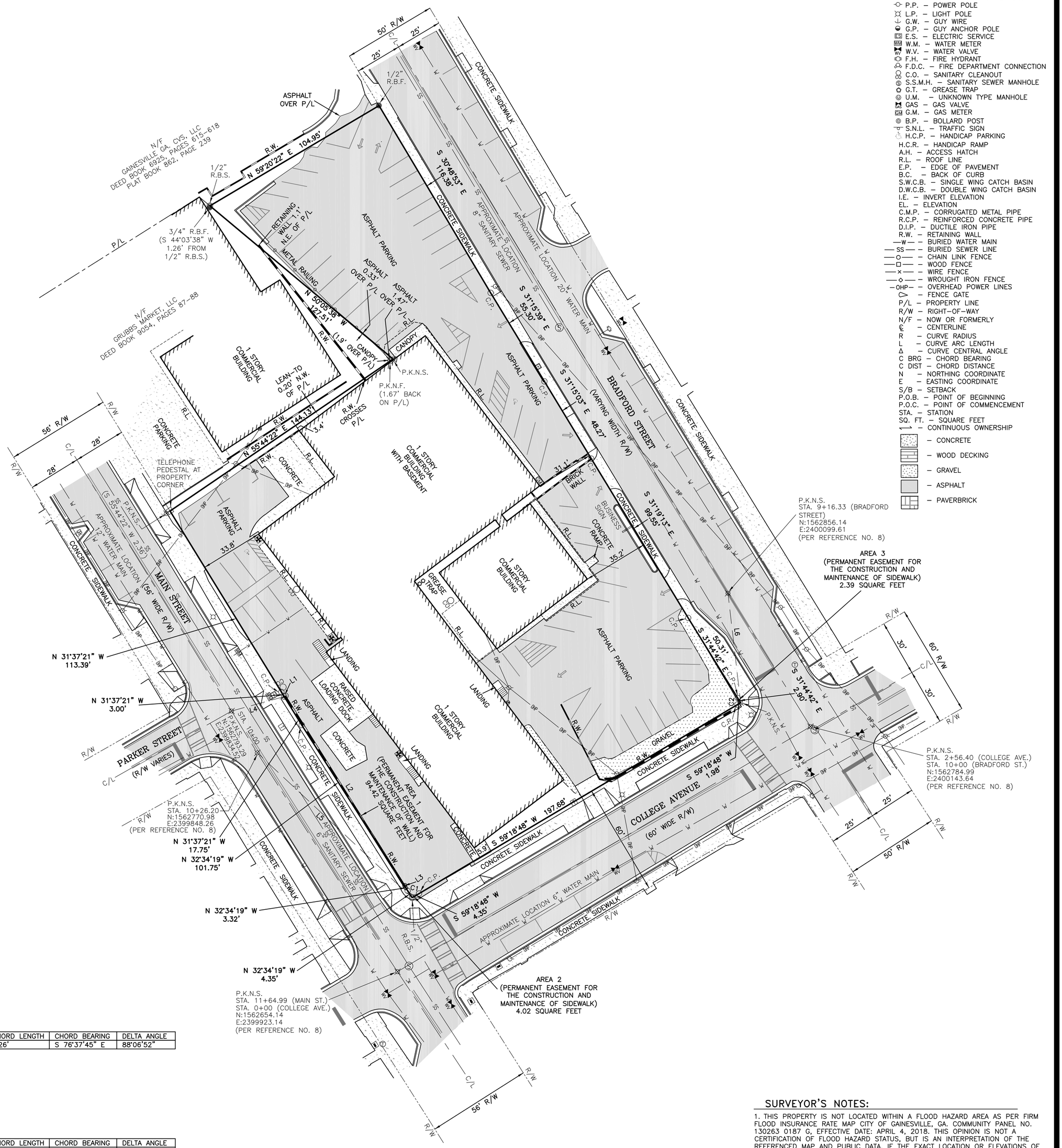
CURRENT CITY OF GAINESVILLE ZONING:
G-B – GENERAL BUSINESS DISTRICT

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

GRID NORTH

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND
- O.T.F. – OPEN TOP FOUND
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- F.X. – X-CUT FOUND
- N.F. – NAIL FOUND
- R.R.F. – RAILROAD SPIKE 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
- Y.I. – YARD INLET
- C.V. – CABLE TV VAULT
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- T.V. – TELEPHONE VAULT
- U.T.B. – UNDERGROUND TELEPHONE BOX
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- P.P. – POWER POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.T. – GREASE TRAP
- U.M. – UNKNOWN TYPE MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- H.C.P. – HANDICAP PARKING
- H.C.R. – HANDICAP RAMP
- A.H. – ACCESS HATCH
- 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
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —W— – BURIED WATER MAIN
- — SS — – BURIED SEWER LINE
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- —x— – WIRE FENCE
- —◇— – WROUGHT IRON FENCE
- –OHP– – OVERHEAD POWER LINES
- <> – FENCE GATE
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- STA. – STATION
- SQ. FT. – SQUARE FEET
- ⟷ – CONTINUOUS OWNERSHIP
- – CONCRETE
- – WOOD DECKING
- – GRAVEL
- – ASPHALT
- – PAVERBRICK



AREA 1
CALLS ALONG (PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF WALL)

LINE	BEARING	DISTANCE
L1	N 57°44'47" E	0.85'
L2	S 32°15'13" E	119.50'
L3	S 57°43'04" W	0.48'

AREA 1
PROPERTY TIE LINE:

LINE	BEARING	DISTANCE
L4	N 74°46'50" E	29.19'

AREA 2
CALLS ALONG (PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SIDEWALK)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4.50'	6.92'	6.26'	S 76°37'45" E	88°06'52"

AREA 2
PROPERTY TIE LINE:

LINE	BEARING	DISTANCE
L5	S 46°53'34" E	113.20'

AREA 3
CALLS ALONG (PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SIDEWALK)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	7.46'	3.51'	3.48'	N 02°51'15" E	26°59'38"

AREA 3
PROPERTY TIE LINE:

LINE	BEARING	DISTANCE
L6	S 06°34'42" E	58.79'

AREA: 1.409 ACRES
(INCLUDES AREAS 1, 2 AND 3)

WATER SERVICE BY:
CITY OF GAINESVILLE

SEWER SERVICE BY:
CITY OF GAINESVILLE

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 0187 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: 0.999912209. (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 FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 38,029 FEET AND AN ANGULAR CLOSURE OF 00°00'00" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY C.P., D.C. & E.C..

7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,800 FEET.

8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

9. 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.

10. THIS PROPERTY DOES NOT CONTAIN STATE WATERS REQUIRING AN UNDISTURBED NATURAL BUFFER. LOCAL ORDINANCES MAY ALSO REQUIRE ADDITIONAL BUFFERS FOR THESE AREAS.

11. THE FIELD SURVEY WAS CONDUCTED ON APRIL 26, 2024, MAY 8, 2024 AND MAY 10, 2024.

12. 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.

30' 0' 30' 60' 90'
GRAPHIC SCALE – 1 INCH = 30 FEET

SURVEYOR'S CERTIFICATION:

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

HALL COUNTY SURVEYOR

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.

05/10/2024
CHRIS M. PATTON, GA. R.L.S. #2647 — DATE:

REFERENCES:

1. DEED BOOK 7963, PAGES 136-139
2. PLAT BOOK 40, PAGE 236
3. PLAT BOOK 52, PAGE 299
4. PLAT BOOK 37, PAGE 195
5. PLAT BOOK 92, PAGE 30
6. PLAT BOOK 70, PAGE 117
7. DEED BOOK 8149, PAGES 736-741
8. RIGHT-OF-WAY MAP FOR GAINESVILLE MIDTOWN MULTI-USE-TRAIL-PHASE II B & II C P.I. NUMBER 0010679. PREPARED BY PATTON LAND SURVEYING, LLC. DATED LAST REVISED JANUARY 23, 2018.

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 38,209 feet, and an angular error of 00°00'00" 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 88,800 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: cpatton@pattonsurveying.com

Date: MAY 10, 2024

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

SHEET NUMBER: 1 of 1
SCALE: 1" = 30'
SURVEY DATE: 05/10/2024
PLAT DATE: 05/10/2024
24-076.dwg
JN. 24-076

No.	DATE	DESCRIPTION

REVISIONS

RETRACEMENT SURVEY FOR:

CITY OF GAINESVILLE

– LOCATED IN –

LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

COMPUTATIONS BY: R.G.W.
SURVEYED BY: C.P., D.C. & E.C.
DRAFTED BY: R.G.W.
CHECKED BY: C.M.P.

PATTON LAND SURVEYING, LLC
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