



Mayor/Council Meeting Agenda
Tuesday, November 19, 2024, 5:30 PM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

- A. October 31, 2024 Work Session
- B. November 5, 2024 Mayor/Council Meeting

Resolutions

- A. BR-2024-44 Add Membership in a Fund of Georgia Interlocal Risk Management Agency (GIRMA)
- B. BR-2024-45 Lease for Public Art and Improvements at 131 Bradford Street NW

GENERAL LEGISLATION/ORDINANCE:

- A. **Ordinance 2024-29**
Amend Section 3-5-7 Entitled Criminal Trespass in Public Parking Lots
AN ORDINANCE TO AMEND SECTION 3-5-7(d) OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday: November 18, 2024, 1:45 PM
Final Revised: Tuesday, November 19, 2024, 9:30 AM



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 5, 2024
Date Submitted: November 19, 2024
Final Approval Date: November 19, 2024
Presenter: Denise Jordan, City Clerk
Item of Business: October 31, 2024 Work Session
Meeting Date: November 19, 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: April 5, 2024
Date Submitted: November 19, 2024
Final Approval Date: November 19, 2024
Presenter: Denise Jordan, City Clerk
Item of Business: November 5, 2024 Mayor/Council Meeting
Meeting Date: November 19, 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: November 14, 2024
Date Submitted: November 14, 2024
Final Approval Date: November 14, 2024
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2024-44 Add Membership in a Fund of Georgia Interlocal Risk Management Agency (GIRMA)
Meeting Date: November 19, 2024

Purpose of Request:

To approve membership in an additional GIRMA Fund for the purposes of obtaining the mandated PTSD Coverage for Public Safety Employees.

Facts & Issues / History & Background:

The Ashley Wilson Act mandates that public entities carry PTSD Treatment and Long-Term Disability Coverage for all Public Safety employees.

Department Recommendation:

Adopt the resolution.

Department Director:

Janeann Allison

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

Amount Requested:

\$28,416.00

Sources of Funds: Not included in annual budget.

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2024-44 Add Membership in a Fund of GIRMA
2. Appendix A - Resolution Add Membership in a Fund of Georgia Interlocal Risk Management
3. GIRMA PTSD Additional Information Applic. and Participation Agreement rev.

RESOLUTION BR-2024-44

A Resolution to Add Membership in a Fund of Georgia Interlocal Risk Management Agency (GIRMA)

WHEREAS, the Public Entity of Gainesville located in Hall County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form.

NOW, THEREFORE, BE IT RESOLVED THAT by the governing authority of Public Entity of Gainesville:

1. The City Manager of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the Application and Participation Agreement for such GIRMA Fund.
2. The Administrative Services Director of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
4. This resolution shall be effective on the date of adoption.

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

**Georgia Interlocal Risk Management Agency ("GIRMA") Fund C Election Form
for Existing GIRMA Members**

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity's primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

_____ First Responder Lump Sum PTSD Diagnosis Benefit Only* *(Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.)*

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

On behalf of The City of Gainesville [Name of Participating Employer], Hall County, Georgia, I submit this Application and Participation Agreement and agree to its terms.

Signature: _____

Date: _____

Print Name: Bryan Lackey

Title: City Manager

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 14, 2024
Date Submitted: November 14, 2024
Final Approval Date: November 14, 2024
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2024-45 Lease for Public Art and Improvements at 131 Bradford Street NW
Meeting Date: November 19, 2024

Purpose of Request:

To authorize the City to enter into a Lease Agreement for the installation of public art and other amenities within a public plaza.

Facts & Issues / History & Background:

The City installed a public plaza between 131 Bradford Street NW and the North Parking Deck located at 215 Bradford Street NW.

Department Recommendation:

Approval of 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-2024-45 Lease for Art and Improvements at 131 Bradford Street
2. Lease Agreement - Pharamcon Nuclear Executed 10.1.24
3. Exhibit A
4. Exhibit B
5. Plaza Design - Backup Documentation

RESOLUTION BR-2024-45

**LEASE FOR PUBLIC ART AND IMPROVEMENTS AT
131 BRADFORD STREET NW**

WHEREAS, the City of Gainesville continues to encourage the use of downtown as a place for citizens to live, work, gather and enjoy; and

WHEREAS, as part of that effort, the City has installed a public plaza adjacent to the property at 131 Bradford Street NW; and

WHEREAS, to finish the planned design of the plaza and to continue the City's desire of promoting the display of public art, the City desires to enter into a 15-year lease agreement such that the City can install art and other amenities in the plaza; and

WHEREAS, Pharmacon Nuclear, Inc. (owner of 131 Bradford Street NW) recognizes the intrinsic benefits associated with the public art and improvements to the adjacent public plaza and desires to support the City's efforts; and

WHEREAS, the terms of the installation and maintenance of the art and amenities have been reduced to writing in the attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the Mayor, City Manager and/or City Attorney to execute the attached Lease Agreement and any other documents necessary to effectuate the provisions of said Agreement.

Adopted this _____ day of _____, 2024.

W. Samuel Couvillon, Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

LEASE FOR PUBLIC ART AND IMPROVEMENTS

This Lease for Public Art and Improvements executed as of the _____ day of _____, 2024, is entered into between Pharmacon Nuclear, Inc. as “Lessor” and City of Gainesville, Georgia as “Lessee” for the use of certain space as described below (the “Agreement”).

Lessee, as part of its continued efforts to encourage the use of downtown Gainesville, Georgia as a place for citizens to live, work, and play, desires to promote the display of public art, including in part on buildings or structures that are visible to the public, and Lessor recognizes the intrinsic benefits associated with public art and desires to support Lessee’s efforts.

THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Lease.** For a period of fifteen (15) years beginning on the 1st day of October, 2024 and ending on the 30th day of September, 2039 (the “Term”), Lessor will lease space on the wall of the building located on Lessor’s property located at 131 Bradford Street NW, Gainesville, Hall County, Georgia, which wall faces the property located at 215 Bradford Street NW, Gainesville, Hall County, Georgia, which wall is shown on the attached Exhibit “A” (the “Space”), to Lessee for the purpose of Lessee painting and maintaining a mural and/or other art on the Space (the “Art”). At the end of the Term, in the event that the Art is not removed from the Space, this Agreement shall continue on a month to month basis upon the same terms as contained in this Agreement until terminated as provided in this Agreement.

Furthermore, Lessor grants permission to Lessee to replace the metal awning shown in Exhibit “B” with a flat metal canopy (the “Canopy”). Lessor also grants permission to Lessee to install and maintain plaza string lighting on the building located at 215 Bradford Street NW, Gainesville, Hall County, Georgia (the “Lights”).

2. **Installation and Repair.** Maintenance of the Art, and the Lights will be the responsibility of the Lessee, and Lessee agrees to maintain the Art, and the Lights in a reasonable condition. Maintenance of the Canopy will be the responsibility of the Lessor and Lessor agrees to maintain the Canopy in a reasonable condition.

3. **Assignment, Mortgage, or Sublease.** Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber the Agreement or sublet the Space, in whole or in part, or permit the Space to be used or occupied by others, nor shall the Agreement be assigned or transferred by operation of law without the prior, express, and written consent in writing of Lessor in each instance.

4. **Surrender of Possession.** Lessee shall, on the last day of the term or on earlier termination of the Agreement, peaceably and quietly surrender and deliver the Space to Lessor in good condition and repair.

5. **General Provisions.**

a. **Remedies.** The remedies contained herein for the breach of the Agreement are not exclusive, but shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any and all other remedies which may be pursued at law or in equity.

b. **Notices.** Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered (i) on the date of personal delivery, or (ii) on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, or by overnight courier, to the following addresses, or to such other address as any party may request by notice to all of the other parties to the Agreement:

If to the City:

City Manager
PO Box 2496
Gainesville, GA 30503

If to Pharmacon Nuclear, Inc.:

Claude G. Tatro, Jr., CEO
3540 Wake Run Court
Gainesville, GA 30506

c. **Survival.** Any provisions of the Agreement, which, by their nature, would be expected to be performed following termination or expiration of the Agreement, shall survive termination or expiration of the Agreement.

d. **No Implied Waivers.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right herein.

e. **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable under any applicable statute or rule of law, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

f. **Entire Agreement.** The Agreement, including the schedules or exhibits which are attached hereto and incorporated herein by reference, constitutes the entire and integrated agreement among the parties with regard to the subject matter of the Agreement, and supersedes all prior agreements, understandings, negotiations, representations, inducements, or conditions, express or implied, oral or written, relating to the subject matter of the Agreement.

g. **Amendment.** The Agreement cannot be amended, supplemented, or modified except by an agreement in writing which is signed by both parties.

h. Binding Effect. The Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

i. Time of the Essence. It is specifically declared that time is of the essence in all provisions of the Agreement.

j. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties hereto.

k. Captions. The captions of sections of the Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

Therefore, the parties hereby execute the Agreement as follows:

LESSOR:

APPROVED AS TO FORM

CITY OF GAINESVILLE

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

By: _____
W. Samuel Couvillon
Mayor

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

LESSEE:

PHARMACON NUCLEAR, INC.

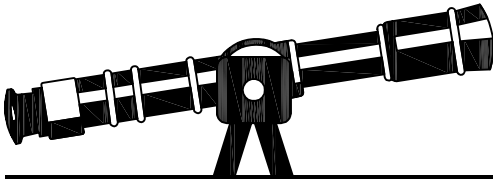
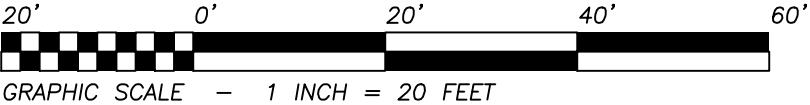
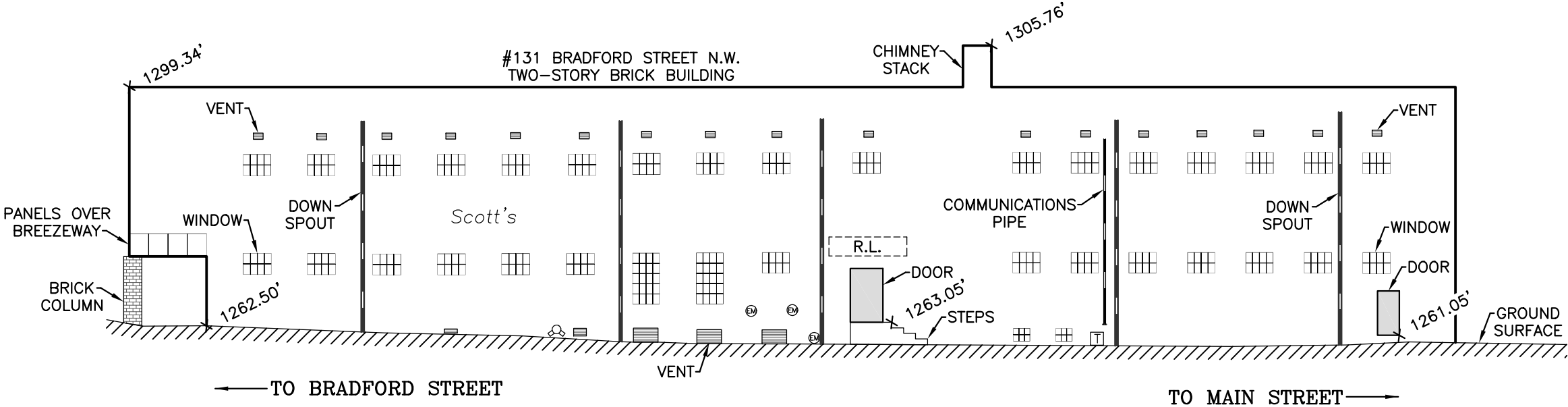
By: Claude G. Tatro
Claude G. Tatro, Jr., CEO

Attest: Susan Slifer
Susan Slifer, Secretary

CORPORATE SEAL
4864-4957-0010, v. 3

LEGEND:

- T.R. — TELEPHONE RISER
- E.M. — ELECTRIC METER
- F.D.C. — FIRE DEPARTMENT CONNECTION
- 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
- H.D.P.E. — HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. — POLYVINYL CHLORIDE PIPE
- D.I.P. — DUCTILE IRON PIPE
- R.W. — RETAINING WALL
- ⊕ — BUILDING HEIGHT LOCATION
- 25.5' — BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- x 25.52 — SPOT ELEVATION



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

EXHIBIT FOR:

CITY OF GAINESVILLE

- LOCATED IN -

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

SCALE: 1" = 20'

SURVEY DATE: 8/16/2024

PLAT DATE: 8/21/2024

REVISIONS

24-165.dwg
JN. 24-165

SURVEYED BY: D.C. COMPUTATIONS BY: W.G.H. DRAFTED BY: W.G.H. CHECKED BY: C.M.P.







CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 14, 2024

Date Submitted: November 14, 2024

Final Approval Date: November 14, 2024

Presenter: Abb Hayes, City Attorney

Item of Business: **Ordinance 2024-29**
Amend Section 3-5-7 Entitled Criminal Trespass in Public Parking Lots
AN ORDINANCE TO AMEND SECTION 3-5-7(d) OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: November 19, 2024

Purpose of Request:

The purpose of this request is to correct the code section regarding punishment for violators.

Facts & Issues / History & Background:

This is a follow-up item from the Code Rewrite Project.

Department Recommendation:

Approve the ordinance.

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. Ordinance 2024-29 Amend Section 3-5-7 Entitled Criminal Trespass Public Parking Lots Penalty Reference

Passed: _____

AN ORDINANCE

No. 2024-29

AN ORDINANCE TO AMEND SECTION 3-5-7(d) OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Section 3-5-7(d) of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended by eliminating it in its entirety and amending it to read as follows:

- (d) Any person found guilty of violating this ordinance shall be punished as prescribed by Section 1-1-8 of this Code.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

W. Samuel Couvillon, Mayor

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

ATTEST:

Denise O. Jordan, City Clerk