Mayor/Council Meeting Agenda
Tuesday, October 7, 2025, 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:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

A. Main Street Advisory Board

- Appoint Lila Weaver

Minutes

A. September 11, 2025 Work Session

B. September 16, 2025 Mayor/Council Meeting

Resolutions

A. BR-2025-42 Emergency Interim Successors

B. BR-2025-43 Heritage on Lanier, Inc. Airport Lease Assignment and Extension to Carriage DPB LLC

C. BR-2025-44 Issuance of Water and Sewerage Revenue Bonds

D. BR-2025-45 Qwake Technologies, Inc. - Master Services and Purchasing Agreement

E. GR-2025-07 FY2026 Local Maintenance and Improvement Grant (LMIG)

PUBLIC HEARING(S):

Annexation/Zoning Items

A. Request from **Tres Hermanos Groceries, LLC** to rezone a 0.57± acre tract located on the east side of Chestnut Street, between High Street and Martin Luther King Jr. Boulevard (a/k/a **819 and 829 Chestnut Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II). **Ward Number Three**. Tax Parcel Number(s): 01-033-002-005 and 006. **Request: Residential townhomes**.

- Proposed Rezoning Ordinance 2025-18

B. Request from **Naveed Tharwani** to rezone a 0.182± acre tract located on the west side of Green Street and the east side of Thompson Bridge Road (a/k/a **925 Green Street, NE**), from Neighborhood Business (N-B) to Planned Unit Development (P-U-D). **Ward Number Two**. Tax Parcel Number(s): 01-068-001-005. **Request: Mixed-use building**.

- Proposed Rezoning Ordinance 2025-19

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

A. Business Resolution 2025-46 Council Member Ward 1 Appointment

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, October 6, 2025, 11:25 AM

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: October 2, 2025

Date Submitted: October 2, 2025

Final Approval Date: October 6, 2025

Presenter: Sam Couvillon

Item of Business: Main Street Advisory Board

- Appoint Lila Weaver

Meeting Date: October 7, 2025

Purpose of Request:
To address the vacant seat on the Main Street Advisory Board previously held by Leslie White.

Facts & Issues / History & Background:
The Main Street Board follows the guidelines as set forth in the City Charter and Code of Ordinances as well as Business Resolution 2010-02. Members serve two-year terms. Leslie White resigned from the board on July 15, 2025. Lila Weaver's name was submitted as a potential candidate to fill the vacant seat for the new term period. She has confirmed a willingness to serve on the board. The outstanding debt verification process was completed with no concerns.

Department Recommendation:
To consider the nomination as submitted by the Mayor during the October 2, 2025 Work Session.

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. Main St. Advisory Board Members - Local Appointments List_09252025125743
2. L. White Resignation Notice

Main Street Advisory Board

Overview

The Mayor and Gainesville City Council appoint members to a Main Street Advisory Board to guide the Main Street manager. The goal of this organization is to preserve our resources, encourage business growth, historic preservation and to bring more awareness to the Downtown area. The board consists of seven members and one ex-officio member. All Directors shall assume their office/duties in July of each year (except for the initial board). The term of office is two years. There is no limit on the amount of terms a member may serve. The primary contact is the Main Street Manager and Communications Director. The Board was formed by Business Resolution 2010-02.

Term of Office: 2 years

Contact Information

For additional information, contact Main Street Manager Nicole Parham or call 770-297-1141.

	Name:	Date Appointed:	Current Term Expiration Date:	
Post 1	Andrew Elliott	07/01/2025	06/30/2027	**FILLED**
Post 2 Chair	Claude Tatro, Jr.	07/01/2025	06/30/2027	**FILLED**
Post 3 Vice Chair	Vacant Seat	07/01/2025	06/30/2027	**FILLED**
Post 4	Jillian Ledford	03/19/2025	06/30/2026	**FILLED**
Post 5	Eliana Bean	07/01/2024	06/30/2026	**FILLED**
Post 6	Pamela Williams-Lime	07/01/2024	06/30/2026	**FILLED**
Post 7	Connie Rock	07/01/2024	06/30/2026	**FILLED**
Ex Officio	C. Danny Dunagan, Jr.	01/08/2025	01/05/2026	**FILLED**

Alisa Grayson

Subject: RE: [EXTERNAL] Resignation from Main Street Advisory Board

From: Leslie White <leslie@resourcepropertygroup.com>
Sent: Tuesday, July 15, 2025 12:54 PM
To: Nicole Parham <nparham@gainesvillega.gov>
Subject: [EXTERNAL] Resignation from Main Street Advisory Board

Hi Nicole,

I hope you are doing well.

I am very thankful to you and the board for the opportunity to serve on the Main Street Advisory Board. It has been an honor to be part of a group so dedicated to the growth and vibrancy of our downtown area.

Due to recent growth within my company and personal medical issues, I've made the difficult decision to step down from the board, ensuring I can fully meet my professional commitments. That said, my passion for our downtown community remains strong, and I would love to continue supporting Main Street efforts through special projects and sponsorship opportunities whenever possible.

Please don't hesitate to reach out if there's ever a way I can lend a hand. I'm incredibly grateful for the connections and collaboration this role has brought, and I look forward to staying involved in a supportive capacity.

Warmest regards,

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	June 25, 2025
Date Submitted:	October 6, 2025
Final Approval Date:	October 6, 2025
Presenter:	Alisa Grayson, City Clerk
Item of Business:	September 11, 2025 Work Session
Meeting Date:	October 7, 2025

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:	June 25, 2025
Date Submitted:	October 6, 2025
Final Approval Date:	October 6, 2025
Presenter:	Alisa Grayson, City Clerk
Item of Business:	September 16, 2025 Mayor/Council Meeting
Meeting Date:	October 7, 2025

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:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Angela Sheppard, Deputy City Manager
Item of Business:	BR-2025-42 Emergency Interim Successors
Meeting Date:	October 7, 2025

Purpose of Request:
The purpose of this request is to appoint a new Mayor Pro Tem to fill the term and update the Emergency Interim order of successors to define the order of succession during emergencies. Council Member Danny Dunagan submitted his resignation, due to health reasons, effective October 1, 2025. This appointment will replace Danny Dunagan.

Facts & Issues / History & Background:
In conjunction with appointing a new Mayor Pro Tem to fill the unexpired term, the Council desires to adopt an updated Emergency Interim Resolution to define the order of succession during emergencies. Upon adoption of this resolution, Business Resolution 2025-31 will be rescinded.

Department Recommendation:
Adopt the resolution as presented by Mayor Couvillon.

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-2025-42 Emergency Interim Successors - Oct. Update

RESOLUTION BR-2025-42

EMERGENCY INTERIM SUCCESSORS

WHEREAS, the governing body for the City Gainesville appointed Council Member Danny Dunagan to serve as Mayor Pro Tem during the Mayor/Council Meeting held on August 5, 2025 to fill the unexpired term for 2025; and

WHEREAS, the governing body also adopted Business Resolution 2025-31 during the Mayor/Council meeting held on August 5, 2025 which established the order of succession during emergencies; and

WHEREAS, Council Member Dunagan submitted his resignation from the Council Ward 1 position effective October 1, 2025 due to health reasons; and

WHEREAS, in conjunction with appointing a new Mayor Pro Tem to fill the unexpired term, the Council desires to adopt an updated Emergency Interim Resolution to define the order of succession during emergencies.

NOW, THEREFORE, BE IT RESOLVED THAT the following elected officials be named Emergency Interim Successors for the City of Gainesville in the order in which they are listed:

1. Mayor W. Samuel Couvillon
2. Mayor Pro Tem Juli Hayes
3. Council Member Barbara B. Brooks
4. Council Member Abigail Guzman
5. Council Member Ward 1 (vacant seat)
6. Council Member Ward 2 (vacant seat)

BE IT FURTHER RESOLVED THAT Business Resolution 2025-31 is hereby rescinded and replaced upon adoption of this resolution.

Adopted this ____ day of October, 2025.

_____
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:

_____
Alisa Grayson, City Clerk

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Angela Sheppard, Deputy City Manager
Item of Business:	BR-2025-43 Heritage on Lanier, Inc. Airport Lease Assignment and Extension to Carriage DPB LLC
Meeting Date:	October 7, 2025

Purpose of Request:
To authorize a lease agreement and extension to Carriage DPB, LLC.

Facts & Issues / History & Background:
The Airport leases Corportas Hangar AA3 to Heritage on Lanier. They have requested to assign the lease to Carriage DPB, LLC and extend the lease terms through 2035.

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:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-43 Heritage on Lanier, Inc. Airport Lease Assignment and Extension - to Carriage DPB LLC
2. Memorandum of Lease Extension and Assignment
3. Memorandum of Lease - Exhibit A

RESOLUTION BR-2025-43

Heritage on Lanier, Inc. Airport Lease Assignment and Extension (to Carriage DPB, LLC)

WHEREAS, the City of Gainesville entered into a Corporate Lease Agreement on March 5, 2015, for hanger AA-3 of the Airport Industrial Park (said Lease Agreement hereinafter referred to as "the Lease") with Heritage On Lanier, Inc. ("Heritage") as the original lessee; and

WHEREAS, Heritage wishes to assign the Lease to Carriage DPB, LLC ("Carriage"); and

WHEREAS, Carriage wishes to extend the Lease through February 28, 2035; and

WHEREAS, the City hereby approves the assignment and extension of the Lease as set forth in the attached Memorandum of Lease Extension and Assignment.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the assignment and extension of the Lease as set forth above.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to sign such documents as necessary to effectuate the assignment and extension of the Lease, including but not limited to the execution of the Memorandum of Lease Extension and Assignment in substantially the same form as the document attached hereto.

Adopted this _____ day of October, 2025.

_____
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:

_____
Alisa Grayson, City Clerk

MEMORANDUM OF LEASE EXTENSION AND ASSIGNMENT

THIS MEMORANDUM OF LEASE EXTENSION AND ASSIGNMENT (this "Memorandum"), is made and entered into effective as of the 7th day of October, 2025, by and between **CITY OF GAINESVILLE, GEORGIA**, a municipal corporation of the State of Georgia, as Party of the first part (hereinafter referred to as "City"), and **HERITAGE ON LANIER, INC.,** a Tennessee corporation (hereinafter referred to as "Heritage"), and **CARRIAGE DPB, LLC,** a Georgia limited liability company (hereinafter referred to as "Carriage"), as Party of the second part; the words "City," "Heritage," and "Carriage" include their respective heirs, successors, and assigns where the context requires or permits.

W I T N E S S E T H:

WHEREAS, Heritage is the lessee of a certain hanger located in the City of Gainesville, Hall County, Georgia, under the terms of that certain Corporate Lease Agreement dated March 6, 2015, a true and correct copy of which is attached hereto as Exhibit "A" (hereinafter referred to as "the Lease"); and

WHEREAS, City, Heritage, and Carriage hereby agree and consent to the assignment of all of Heritage's rights under the Lease to Carriage; and

WHEREAS, City and Carriage agree to the extension of the Lease through February 28, 2035.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. All provisions of the Lease, in addition to the recitals set forth hereinabove, are incorporated herein by this reference as fully as if set forth herein verbatim.

2. This Memorandum is executed, delivered and recorded for the purpose of giving notice of the assignment and extension of the Lease and is not intended to supersede or vary any other provisions of the Lease.

3. This Agreement may be executed in two or more identical counterparts. Each fully or partially executed counterpart shall be deemed an original, but all of such counterparts taken together shall constitute one and the same instrument.

[*SIGNATURES ON SUCCEEDING PAGES*]

IN WITNESS WHEREOF, City has caused this Memorandum to be duly executed under seal and delivered by its authorized representative on the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires:_____

[NOTARY SEAL]

CITY OF GAINESVILLE, GEORGIA

By:_____ (SEAL)
Bryan Lackey, City Manager

Attest:_____
Alisa Grayson, City Clerk

APPROVED AS TO FORM

_____
Abbott S. Hayes, Jr., City Attorney

IN WITNESS WHEREOF, Heritage has caused this Memorandum to be duly executed under seal and delivered by its authorized representative on the day and year first above written.

Signed, sealed and delivered
in the presence of:

HERITAGE ON LANIER, INC.

_____
Unofficial Witness

By:_____ (SEAL)
David P. Basha, CEO and Secretary

_____
Notary Public

My Commission Expires:_____

[NOTARY SEAL]

IN WITNESS WHEREOF, Carriage has caused this Memorandum to be duly executed under seal and delivered by its authorized representative on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CARRIAGE DPB, LLC

_____
Unofficial Witness

By:_____ (SEAL)
_____, Manager

_____
Notary Public

My Commission Expires:_____

[NOTARY SEAL]

CORPORATE LEASE AGREEMENT

CITY OF GAINESVILLE

LEE GILMER MEMORIAL AIRPORT

COUNTY OF HALL
STATE OF GEORGIA

THIS AGREEMENT made and entered into 5th day of March 2015 by and between the **City of Gainesville,** a municipal corporation of the State of Georgia, hereinafter referred to as the "Lessor" and **Heritage on Lanier Inc./dba. Carriage Nissan** corporation organized and/or existing in the State of Georgia and authorized to transact business under the laws of the State of Georgia, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, the Lessor is the owner of the Airport known as Lee Gilmer Memorial Airport ("Airport"), with improvements thereon, which is in the Gainesville Militia District of Hall County, Georgia, lying generally within an area bounded on the north by Aviation Boulevard, on the east by Queen City Parkway (State Route 60), on the south by Gainesville Industrial Park South and on the west by Chicopee Woods; and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into a Lease for the use and occupancy of a certain hangar at the Airport;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto and hereinafter set forth, the Lessor hereby grants to the Lessee the right to use and occupy **AA-3** at the Airport shown on Exhibit "A" together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon (hereinafter called the "Leased Premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

Exhibit "A"

SECTION 1
TERM

1.1 The term of this Lease shall be for a ten (10) year period consisting of two five (5) year terms. The first five year term will commence on March 1, 2015 (hereinafter "Effective Date") and expire on February 28, 2020 unless sooner terminated with the provisions hereof. The second five year term will begin automatically without further action required by either the Lessor or Lessee on March 1, 2020 and expire on February 28, 2025 (hereinafter "Expiration Date") unless sooner terminated with the provisions hereof.

1.2 Leesee shall have the right to terminate this lease at the end of the first five year term by the giving of (90) days written notice to the City, and provided that any such renewal shall be upon standard terms, conditions, and provisions of the original agreement found in Section 12 (Assignment and Sublease).

1.3 If the Lessor wishes, in its sole discretion, to renew this Lease, at the end of the ten (10) year period, Lessor will provide notice to Lessee 1 (1) month prior to the Expiration Date of the terms of the proposed renewal, including proposed renewal term, rental rates and any other changes in the terms and conditions of the renewal lease agreement.

1.4 If Lessee wishes to renew the Lease under the terms and conditions proposed by Lessor pursuant to paragraph 1.1 at the end of the ten (10) year lease period the Lessee must provide written notice to Lessor at least 1 (1) months before the Expiration Date. If such notice is not given by Lessee accepting the renewal terms in accordance with these paragraphs 1.2 and 1.3, the Lease will terminate on the Expiration Date.

SECTION 2
LEASED PREMISES AND USE OF LEASED PREMISES

2.1 The Lessee shall continuously occupy and use the Leased Premises for the following purposes and no other purpose whatsoever:

2.1.1 Lessor agrees to furnish Lessee and Lessee agrees to rent the Leased Premises

for only the storage of the Lessee's aircraft listed in Exhibit "B" of this agreement. Lessee shall provide Lessor with a copy of the FAA aircraft registration evidencing Lessee's ownership of the aircraft. In the event Lessee sells the aircraft identified herein, including a transfer, sale or gift of more than 49% of the Lessee's ownership interest in the aircraft, Lessee shall so notify Lessor of the date of sale, and Lessee shall have sixty (60) days therefrom to acquire and notify Lessor of a subsequent aircraft. Lessee must submit a copy of the new aircraft's FAA registration to the Lessor within thirty (30) days after the date of acquisition. Aircraft may not be stored in the Leased premises unless (1) the Lessee holds at least 51% ownership interest in the aircraft or in the entity owning the aircraft the aircraft, and (2) all provisions regarding notice to the City of aircraft ownership are followed.

2.1.2 Lessee will also provide to Lessor a copy of the FAA Aircraft Certificate for all aircraft listed in Exhibit "B" certifying that said aircraft are airworthy.

2.1.3 This agreement is for the storage of flyable aircraft, and the premises shall not be used as workshops, repair shops, or maintenance shops. Painting and major aircraft repairs therein is prohibited. Refueling operations including, related tanks, trucks and other refueling equipment are strictly prohibited inside any hangar. Only minor repairs and preventative maintenance authorized by F.A.R. Part 43, to be performed by aircraft owner will be allowed. With prior written authorization of Lessor, final assembly of finished aircraft that are homebuilt or restored may be allowed. Dissembled aircraft and aircraft parts shall not be stored therein for more than fifteen (15) days without written permission from Lessor. Storage of boats, furniture, lawn mowers and other non-aviation items is prohibited. However, storage of the Lessee's vehicle in the leased hangar while his aircraft is in flight is allowed.

2.1.4 Lessee is allowed to construct offices, conference rooms, pilot lounge and restrooms (hereinafter referred as "improvements") within leased hangar and all structures shall be only for aviation uses. Such improvements shall comply with Section 4.4 of this lease.

2.1.5 The Lessee shall not exercise the rights granted herein in any manner which would interfere with the departure or arrival of aircraft or with other the rights granted by the Lessor to other Lessees.

2.1.6 Motor vehicles occupying the airport as a result of the Lessee's use of the Leased Premises must be parked inside the Leased Premises or in public parking lots designated by the Lessor. Motor vehicles must display current tags and meet applicable environmental and insurance requirements in order to park on the Airport. Motor vehicles shall not be parked in airport public parking lots for more than a 14 day time period; any vehicle exceeding the 14 day limit will be subject to impoundment by the City of Gainesville at the owner(s) expense. If the Lessor, at its discretion deems it necessary, the Lessor may withdraw, temporarily or permanently, without prior notice, the privilege of parking motor vehicles in any designated area.

SECTION 3
SECURITY DEPOSIT, RENTS AND FEES

3.1 For use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City:

3.1.1 During the period commencing March 1, 2015 and ending February 28, 2020, the annual rent will be $5.75 per square foot, or $2300.00 per month.

3.2 Notwithstanding the provisions of Paragraph 3.1 above, effective upon the beginning of the second five (5) year term beginning (March 1, 2020) and continuing for each subsequent second anniversary the Lessor shall review and at its discretion adjust the annual rental payable hereunder using the Consumer Price Index for All Urban consumers (CPI-U) issued by the U.S. Department of Labor, Bureau of labor Statistics. Such adjustments shall become effective on the second anniversary date of the second five (5) year term using the most recently available CPI.

3.3 Security Deposit. Unless Lessee has signed a pre-lease agreement and paid a pre-lease payment in connection with execution of the pre-lease agreement, at the time of execution of this Lease, Lessee shall pay to Lessor a refundable security deposit equal to One Dollar ($1.00) per square foot,

3.4 The monthly rent shall be paid on the first day of each month in advance at the office of the Director of Public Works or at such other office as may be directed in writing by the Lessor.

3.5 Nothing contained in the foregoing shall affect the survival of the obligations of the Lessee

as set forth in the Sections of this Agreement covering the survival of the Lessee's obligations.

SECTION 4
ACCEPTANCE, CARE, MAINTENANCE IMPROVEMENTS AND REPAIRS

4.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition. Lessee also warrants that it will comply with all limitations imposed upon the use thereof by the rules and regulations including any subsequent modifications of the Federal Aviation Administration and the Lee Gilmer Memorial Airport, the laws of Georgia and admits its suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, Lessor shall not be required to maintain nor to make any improvements, repairs, restorations upon or to the Leased Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain or restore, during the term of this Agreement, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

4.1.1 In the case of new hangar construction, Lessor warrants the premises have been constructed and comply with applicable building requirements for aircraft hangars limited to aircraft storage. Lessor shall provide premises suitable for storage of aircraft. Lessee acknowledges and accepts new construction as suitable for storage of aircraft.

4.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, except for roofs, doors and structural components. It will be Lessor's sole determination whether such assistance is warranted, and if so, in what amount. Additionally, Lessee, without limiting the generality hereof, shall:

4.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises;

4.2.2 Provide and maintain on the Leased Premises all lights and similar devices, and safety equipment required by law;

4.2.3 Repair any damage caused by Lessee or its invitees, tenants, or contractors to the

building, water or other parts of the Leased Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;

42.4. As necessary, take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas;

4.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers.

4.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Lessor to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, or (b) within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; or (c) to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the Leased Premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to Lessor by Lessee on demand, Provided, however, if in the opinion of Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of Lessor or other tenants at the Airport, and Lessor so states same in its notice to Lessee, Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of

such notice, and Lessee agrees to pay to Lessor the cost and expense plus 25% of such performance on demand. Furthermore, should Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from Lessor's sole gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

4.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), undertaken by Lessee shall be submitted to and receive the written approval of Lessor, and no such work shall be commenced until such written approvals are obtained from Lessor, which approval shall not be unreasonably withheld or delayed. Lessor shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore. This section does not relieve Lessee from obtaining proper permits as may be required for such work.

4.5 If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Lessor may affect the removal or change and Lessee shall pay the cost thereof to Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.

4.6 Notwithstanding any other provisions or terms of Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR, Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; and that it is aware that there are significant penalties for submitted false information, including fines and imprisonment for knowing violations.

4.6.1 Notwithstanding any other provisions or terms of the Lease, Lessor acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by the Lessee. Lessee acknowledges that the storm water discharge permit issued to Lessor may name the Lessee as co-permittee.

4.6.2 Notwithstanding any other provisions or terms of this Lease, including the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

4.6.3 Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.

4.7 Permit Compliance. Lessor will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days or receipt of such written notice shall notify Lessor in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If

Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Lessor with timely written notice that disputes such storm water discharge permit requirements, Lessor and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Lessor for purposes of delay or avoiding compliance.

4.7.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Lessor and Lessee, those storm water discharge permit requirements for which it has received written notice from Lessor. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Lessor and Lessee. Lessee acknowledges that time is of the essence,

4.7.2 Lessor agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity-(ies) pursuant to applicable storm water regulations.

4.7.3 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Lessor as its agent to negotiate with the appropriate governmental entity-(ies) any such permit modifications.

4.7.4 Lessor will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this section. Such a breach is material, and if o f a continuing nature, Lessor may seek to terminate this Lease pursuant to Section 16 Termination by Lessor. Lessee agrees to cure promptly any breach.

4.7.5 Lessee agrees to participate in any Lessor-organized task force or other work group established to coordinate storm water activities at the Airport.

4.8 Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless Lessor and other tenants for any and all claims, demands, costs (including attorney's fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of Lessor's sole negligence or other Lessee's negligence. This indemnification shall survive any termination or non-renewal

of this Lease.

SECTION 5
TITLE TO IMPROVEMENTS AND REPAIRS

5.1 Lessee's improvements erected or constructed upon the Leased Premises shall remain the property of the Lessee for as long as this Lease shall remain in effect, but such improvements shall become the property of Lessor upon expiration or termination of this lease, free and clear of all claims on the part of the Lessee on account of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in Lessor at the time specified is a part of the consideration for this lease. Lessor shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

SECTION 6
ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall cause the corporate President or other individual acceptable to Lessor ("Guarantor") to execute a document guaranteeing performance and payment of Lessee's obligations under this Agreement.

6.2 Lessee shall use the Leased Premises in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

6.3 Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by the Lessor or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.

6.4 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.5 Lessee shall comply with all environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder. Lessee agrees to allow Lessor access to Leased Premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.

6.6 Lessee shall comply with all written instructions of the Lessor and applicable Federal, state and local laws, ordinances, and regulations in disposing of its trash, garbage and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of Lessor. All disposal of trash, garbage, refuse and wastes shall be at the expense of the Lessee.

6.7 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.8 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.9 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan,

6.10 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.11 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of the Lessee, but in no event less than those devices or procedures

that are required by Federal, State or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

SECTION 7
INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.

7.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are in effect or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges Lessor, its officers, employees and agents and all other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

SECTION 8
INSURANCE, DAMAGE OR DESTRUCTION

8.1 Without limiting Lessee's indemnification of the Lessor, Lessee shall provide and maintain, at its sole expense, during the term of this Agreement, the policy or policies of insurance

with the following limits of coverage covering its operations, aircraft, and liabilities hereunder. Such insurance shall be secured through a carrier licensed to do business in Georgia and satisfactory to Lessor and evidence of such insurance satisfactory to Lessor shall be delivered to Lessor on or before the effective date of this Agreement or prior to occupancy of hangar and upon each renewal date without notice from the Lessor. Such evidence shall specifically identify this Agreement and shall contain express conditions that Lessor is to be given written notice, at least sixty (60) days in advance, of any modification or termination of any policy of insurance. Such insurance shall be primary and noncontributory to any other insurance and shall name the Lessor as additional insured as respects to general liability insurance.

Bodily Injury Liability - $1,000,000 per person/$1,000,000 per occurrence
Property Damage Liability - $1,000,000 per occurrence
Single Limit Liability - $1,000,000 per occurrence
Fire Damage Legal Liability- $300,000.00

8.1.1 The amounts of insurance required above shall be subject to annual review by the Lessor to assure adequate coverage limits apply. Lessor shall have sole discretion with respect to any adjustment of insurance limits and coverage.

8.1.2 The Lessee shall provide a copy of the above-stated property insurance policy to the Risk Manager of Lessor, at least seven (7) days prior to the inception of the Lease Agreement or occupancy of hangar. Upon failure of the Lessee to maintain such insurance as above provided, Lessor, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 16 herein.

8.1.3 The Lessee shall at all times provide Workers' Compensation Insurance for the Lessee, its agents, servants, employees at an amount equal to the current statutory limits . A copy in evidence of coverage shall be provided to the Risk Manager of Lessor at least seven (7) days prior to inception of the Lease Agreement or occupancy of hangar unless certification of no employees is submitted to the satisfaction of the Lessor. .

8.2 In the event any improvements made by Lessee, insurable or uninsurable, on the Leased

Premises are damaged or destroyed to the extent that they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.

8.2.1 Upon completion of all work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient, the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repairs, maintenance or rebuilding obligations under this Lease.

8.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, Lessor shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild, Lessor may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee, which expense shall be due and payable on demand.

8.4 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 8.2 and 8.3 hereof, and the Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

SECTION 9
LIABILITIES AND INDEMNITIES

9.1 Lessor shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any

person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any occupancy, operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its agents, servants, employees or its guest or invitees. Lessee also agrees to hold Lessor harmless for damage to Lessee's property and for damage to the property of others.

9.2 Lessee agrees to indemnify, save and hold harmless, Lessor, its officers, agents, servants and employees of and from any and all costs, liability, penalties, damages and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm, governmental entity or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Lessor personnel and Lessor property, and any claim of violation of any state, Federal or local law or regulation protecting human health or the environment, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, invitees, sub-lessees or tenants on the Leased Premises and airport. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold Lessor harmless, Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of Lessor. It is specifically agreed, however, that Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

9.3 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Lease and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

SECTION 10

RULES AND REGULATIONS

10.1 Lessee agrees to observe and obey any and all rules and regulations of Lessor with respect to the occupancy and use of the airport and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. Lessor reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of Lessor's rules and regulations, attached hereto as Exhibit "C". Lessee further acknowledges and agrees that the City, in its sole discretion, may change such rules and regulations and Lessee will be bound by the revised rules and regulations.

SECTION 11
SIGNS

11.1 Lessee shall not install or maintain any signs on the Leased Premises without the express written approval of Lessor. All signs shall comply with the City's sign regulations and shall not exceed 40 square feet in size. Signs shall not be painted on or affixed directly to the hangar.

SECTION 12
ASSIGNMENT AND SUBLEASE

12.1 Lessee covenants and agrees that it will not sell, convey, transfer, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Lessor. Lessee shall not sell, convey, transfer, pledge or assign this Agreement for any consideration other than the rental rate paid by Lessee to Lessor under the terms of this Agreement. The Lessee agrees that any request to sell, convey, transfer, pledge or assign this agreement be requested by given (120) days written notice. The Lessor will review the request and if approved will grant the Lessee the right

to sell, convey, transfer, pledge, or assign this agreement providing the provisions in section 12 are met.

12.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of Lessor, shall entitle Lessor, at its option, to forthwith cancel this Agreement.

12.3 Any assignment of this Agreement approved and ratified by Lessor shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

12.4 No consent by the Lessor to an assignment of this Agreement by Lessee of the Leased Premises shall in any way relieve Lessee of any of its obligations to Lessor set forth or arising from this lease. Lessor may assign this Agreement without consent of Lessee.

12.5 Subleasing a portion of the leased premise shall be restricted to the aforementioned conditions and shall require each airplane to be allotted 1500 square feet of space. After allotment of 1500 square feet of space for each aircraft within the hangar, if at least 1500 square feet of space remains available, then Lessee may request approval to sublease this available space. The Lessor reserves the right to specify information and forms to be used for approval of subleasing a portion of the leased premise.

SECTION 13
CONDEMNATION

13.1 In the event that the Leased Premises or any material part hereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed there from; provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is disposed of the condemned portion (or effective as of any date thereafter and within ninety (90) days of

the date of such dispossession) by giving Lessor thirty (30) days written notice of such termination.

SECTION 14
GOVERNMENTAL REQUIREMENTS

14.1 The Lessee shall procure all licenses, certificates, permits or other authorizations from all governmental authorities, if any, having jurisdiction over the Lessee at the Leased Premises which may be necessary for the Lessee's occupancy thereof.

SECTION 15
ENVIRONMENTAL HAZARD

15.1 "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including reasonable attorneys' and consultants' fees) of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement, which are incurred as a result of the existence of Hazardous Material on, under or about the Leased Premises, including without limitation: (1) damages for personal injury or injury to property or natural resources occurring on the Leased Premises or the Airport, foreseeable or unforeseeable; (2) fees incurred for attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Material, including but not limited to, the preparation of any feasibility studies or reports or any cleanup, remediation, removal, abatement, containment, closure, restoration, or monitoring required by any federal, state or local government entity.

15.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state or local governmental entity including hazardous substances, hazardous waste, or extremely hazardous substances.

15.3 In no event shall Lessor be liable for incidental, special, exemplary or consequential damages including, but not limited to, loss of profits or products, or inability to use the Leased Premises. Lessee shall be liable for Environmental Damages due to any act or omission of Lessee with respect to the use, storage, or disposal of any Hazardous

Material or with respect to damages caused by Lessee.

15.4 The Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the Leased Premises by the activities of the Lessee. Notwithstanding any other provision of the Lease, the Lessee shall not treat or dispose of hazardous wastes on Lessor's premises. The Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the Leased Premises of hazardous substances, extremely hazardous substance, or hazardous wastes, and shall provide all notices to appropriate authorities and to Lessor of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. The Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations. The Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum based substance.

15.5 Lessee shall defend, indemnify and hold Lessor harmless from any and all Environmental Damages relating to any Hazardous Material brought on, treated, kept, used, stored, disposed of, discharged, released, produced or generated by Lessee, its employees, agents, contractors, assignees, tenants or invitees during Lessee's occupation of the Leased Premises and/or the Airport, even if done with Lessor's consent, and in addition, from any and all Environmental Damages arising from Hazardous Material in, on, under or about the Leased Premises and/or the Airport as a result of Lessee's occupancy of the Leased Premises.

15.6 Notwithstanding Lessee's obligation to indemnify Lessor, Lessee shall, at Lessee's sole cost and expense, promptly take action to remediate the Leased Premises and/or the Airport necessitated by the presence of Hazardous Material in, on, under or about the Leased Premises and caused by Lessee's use or occupancy of the Leased Premises. Such action includes, but is not limited to: investigation of the environmental condition of the Leased Premises and/or the Airport, the preparation of any feasibility studies, reports

or remedial plans, and the performance of any cleanup or remediation. Lessee shall proceed continuously and diligently with such investigatory and remedial action. All action shall be performed in a good, safe and workmanlike manner. Lessee shall promptly provide to Lessor copies of testing results and reports in connection with Lessee's action pursuant to this paragraph.

15.7 If, in the discretion of the Lessor, Lessee fails to complete remediation as described above within a reasonable time, Lessor may, at its sole option, take action to clean up or remediate Leased Premises or other affected areas. In the event such action is taken by Lessor, Lessee will reimburse Lessor for all costs associated with the clean up or remediation. This subparagraph does not limit Lessee's obligations under this Agreement nor does it obligate Lessor to perform any activities described herein. Lessee's obligation of any clean up or remediation shall survive any termination or renewal of this Lease.

SECTION 16
TERMINATION BY LESSOR

16.1 In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Agreement to be paid to Lessor, Lessor shall give written notice to Lessee of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within fifteen (15) days after the date Lessor gives such notice, Lessee has not corrected said default, and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate.

16.2 This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:

16.2.1 the filing by Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,

16.2.2 any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or,

16.2.3 the filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or

16.2.4 the filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or,

16.2.5 the abandonment by Lessee of the Leased Premises on the Airport, and in this connection abandonment for a period of thirty (30) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the Lessor.

16.3 Upon default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the Lessor of written notice to remedy the same (except as otherwise provided in Section 4.3 above) and, except default in the timely payment of any money due the Lessor, the Lessor shall have the right to cancel this Agreement for such cause.

16.4 Upon the default of Lessee, and the giving of notice by the Lessor to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should the Lessor determine that Lessee is diligently remedying such default to completion, and Lessor so advises Lessee in writing, said notice of cancellation shall be held in abeyance. If, however, the Lessor determines that such default is no longer being diligently remedied to conclusion, the Lessor shall so advise Lessee in wilting, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of Lessor in this regard shall in all events be conclusive and binding upon Lessee.

16.5 Upon default by Guarantor in the performance of any provision in the Guaranty signed pursuant to Paragraph 6.1 above, and the failure of Lessee or Guarantor to remedy such default for a period of thirty (30) days after receipt by either of them from Lessor

of a written notice to remedy same, Lessor shall have the right to terminate this Agreement.

16.6 Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and Lessor shall have immediate right of possession to the Leased Premises.

16.7 Failure by Lessor to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by Lessor under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Lessor to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

16.8 Each term and provision of this Agreement performable by Lessee shall be construed to be both a covenant and a condition. Lessee's performance of each of the covenants and conditions set forth in this Agreement is a substantial inducement to the Lessor in the making of this Agreement, and a violation of any such covenant or condition shall give the Lessor a right to terminate this Agreement immediately, and any interest created by or through it. No remedy or election of Lessor hereunder shall be deemed exclusive, but shall, wherever possible, be deemed cumulative with all other remedies at law or equity.

SECTION 17
SURRENDER AND RIGHT OF RE-ENTRY

17.1 Notwithstanding Section 4.2 above, upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by Lessor. Upon such cancellation or termination, Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election.

SECTION 18
SERVICES TO LESSEE

18.1 Lessor covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. Lessor further agrees to use its best efforts to maintain the runways and taxiways in good repair. Lessor agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises.

18.2 Lessee shall also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

SECTION 19
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

19.1 In the event that the agreement shall have been terminated in accordance with a notice of termination as provided in Section 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession. Lessor may maintain separate actions each month to recover the damage

or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or reentry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

19.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

19.2.2 an amount equal to all expenses incurred by Lessor in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees; and

19.2.3 an amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 19.1.

SECTION 20
USE SUBSEQUENT TO CANCELLATION OR TERMINATION

20.1 Lessor, upon termination or cancellation pursuant to Section 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

20.2 Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting,

altering of diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

20.3 In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this Section.

SECTION 21
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

21.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part hereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 22
NOTICES

22.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail or U. S. Postal Service, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To Lessor: Director of Public Works
City of Gainesville
P. O. Box 2496
Gainesville, GA 30503

To Lessee: David Basha, President
Heritage on Lanier,
dba, Carriage Nissan
2400 Browns Bridge Rd.
Gainesville, GA 30504

22.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

SECTION 23
HOLDING OVER

23.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever, but Lessee will by such holding over become the tenant at will of Lessor after written notice by Lessor to vacate such premises. Continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

23.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the Lessor shall make the Lessee liable to the Lessor for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

23.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's, sub-lessees or tenants occupy the Leased Premises or any part thereof.

SECTION 24
INVALID PROVISIONS

24.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

SECTION 25

MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive

25.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

25.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Maieure

25.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-liability of Individuals

25.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Section 25.4 shall have no application to any independent guaranty or other assumption of the obligations of Lessee or any person or entity which may be obtained by Lessor relative to this Lease.

Quiet Enjoyment

25.5 Lessor covenants that as long as Lessee is not in default of any provision of this

Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

Attorney Fees and Homestead

25.6 If any legal action or proceeding be brought by Lessor to enforce any part of this Agreement, Lessor shall recover, in addition to all other relief, all reasonable attorney's fees, expenses, and court costs incurred by Lessor. Lessee waives all homestead rights and exemptions which it may have under any law as against any obligation owing under this Agreement, and Lessee hereby assigns any such rights and exemptions to Lessor.

Authority to Execute

25.7. Each of the persons executing this Agreement as or on behalf of Lessee represents and warrants that he/she has authority to sign this Agreement and agrees to indemnify and hold the Lessor harmless in the event such authority is found lacking.

SECTION 26
GENERAL PROVISIONS

26.1 Neither Hangar nor any improvements therein shall be inhabited by humans or animals for overnight lodging except with written consent of Lessor.

26.2 The Lessor reserves the right to inspect the premises for compliance with the terms and conditions of this agreement at any time.

26.3 The Lessee shall not interfere with the departure or arrival of aircraft or with other the rights granted by the Lessor to other Lessees.

26.4 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

26.5 This Agreement shall be performable and enforceable in the Superior Court of Hall County, Georgia, and shall be construed in accordance with the laws of the State of Georgia.

26.6 This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee,

their successors and assigns, and is not made for the benefit of any third party.

26.7 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26.8 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

26.9 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

26.10 In conducting its business hereunder, Lessee acts as an independent contractor and not as agent of the Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee and shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

SECTION 27
SUBORDINATION CLAUSES

27.1 This Agreement is subject and subordinate to the following:

27.1.1 Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27.1.2 Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and United States and/or the Georgia Department of Transportation relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal and/or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States or the State of Georgia for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government and/or State, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

SECTION 28
ENTIRE AGREEMENT

28.1 The Agreement consists of Section 1 to 28, and Exhibits "A", "B", and "C" and constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have here unto set their hands and seal this day and year first written above.

LESSOR:
CITY OF GAINESVILLE, GEORGIA

Attest:

City Clerk

[IMPRINT SEAL HERE]

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

Kip Padgett, City Manager

APPROVED AS TO FORM

James E. Palmour III
City Attorney

LESSEE:
Heritage on Lanier, dba. Carriage Nissan
David Basha, President

Attest:

Witness

Signature/Title

EXHIBIT "A"

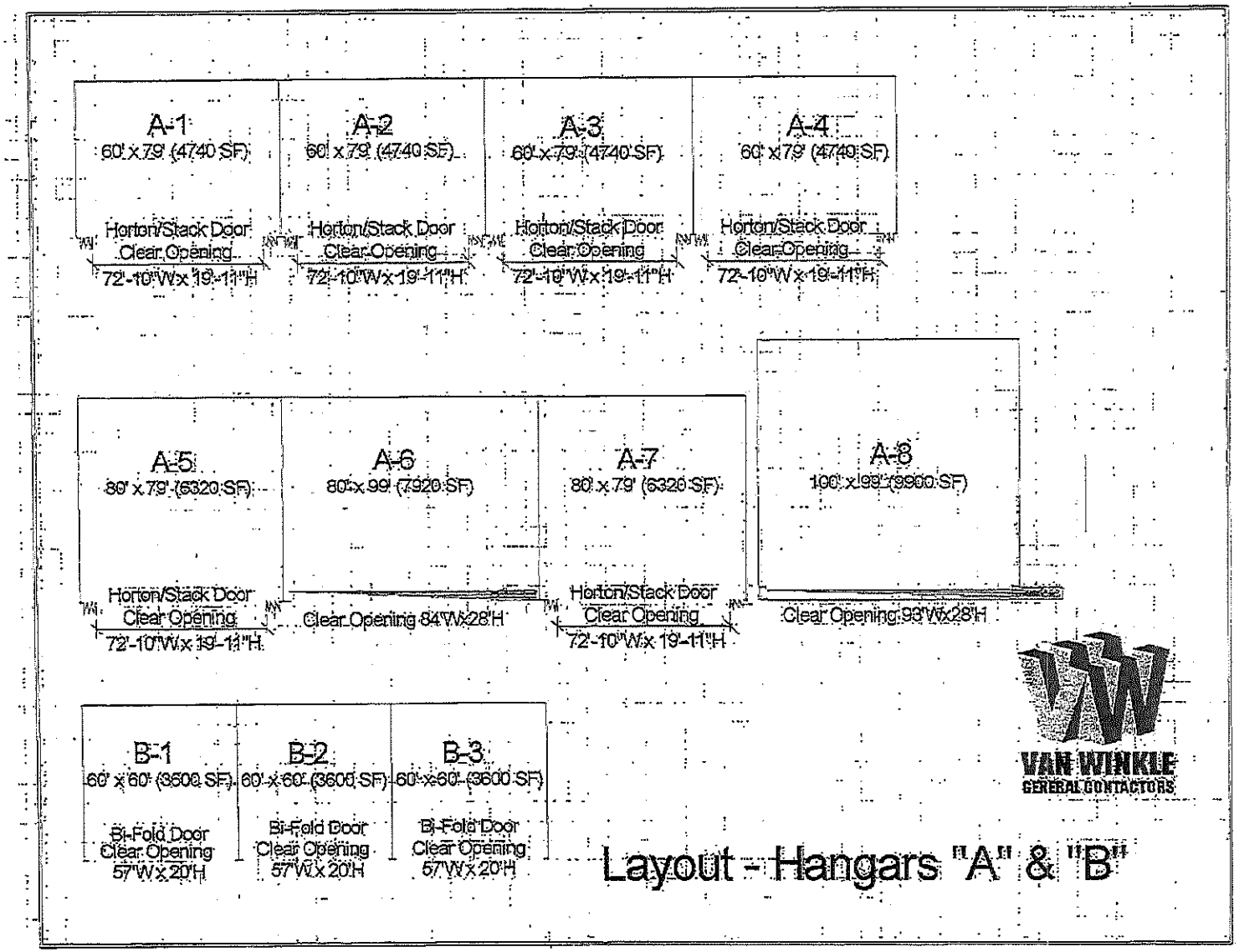
A-1
60' x 79' (4740 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-2
60' x 79' (4740 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-3
60' x 79' (4740 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-4
60' x 79' (4740 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-5
80' x 79' (6320 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-6
80' x 99' (7920 SF)
Clear Opening 84'Wx28'H
A-7
80' x 79' (6320 SF)
Horton/Stack Door
Clear Opening
72'-10"Wx 19'-11"H
A-8
100' x 99' (9900 SF)
Clear Opening 93'Wx28'H
B-1
60' x 60' (3600 SF)
Bi-Fold Door
Clear Opening
57'Wx20'H
B-2
60' x 60' (3600 SF)
Bi-Fold Door
Clear Opening
57'Wx20'H
B-3
60' x 60' (3600 SF)
Bi-Fold Door
Clear Opening
57'Wx20'H
VAN WINKLE
GENERAL CONTACTORS
Layout - Hangars "A" & "B"

EXHIBIT "B"

CORPORATE HANGAR LEASE AGREEMENT

The following aircraft will be stored in Hangar AR-3. It is understood that the City of Gainesville will be notified in writing of any aircraft changes to below aircraft list and that such notification will be provided within a 30 day period after the date the change.

AIRCAFT TYPE	REGISTERED OWNER	FAA N-NUMBER
C425	CARRIAGE ENTERPRISES	N425CQ

EXHIBIT "C"

Airport Rules and Regulations

RESOLUTION

BR-95- 25

AIRPORT RULES AND REGULATIONS

WHEREAS, the City Council of the City of Gainesville wishes to amend the Rules and Regulations pertaining to the Lee Gilmer Memorial Airport, and

WHEREAS, parachute jumping is possibly a safety hazard to normal operations of aircraft operations, and

WHEREAS, standards are needed to ensure the protection of users of Lee Gilmer Memorial Airport from sport parachuting activities.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Gainesville adopt a resolution to amend the Rules and Regulations to include regulations for sport parachute jumping by adding paragraph 3.4A.

Adopted by the City Council of the City of Gainesville, Georgia this 18th day of April 1995.

GEORGE WANGEMANN
MAYOR

JIM WEST
MAYOR PRO TEM

ROBERT L. HAMRICK
COUNCIL MEMBER

EMILY D. LAWSON
COUNCIL MEMBER

JOHN W. MORROW, JR.
COUNCIL MEMBER

I HEREBY CERTIFY that the above resolution was adopted by the City Council of the City of Gainesville in their regularly scheduled council meeting on the 18th day of April 1995.

JOYCE SHUBERT
CITY CLERK

jls

City of Gainesville
P.O. Box 2496
Gainesville, Georgia 30503

OFFICE OF
Secretary to Council

Telephone
535-6862

CERTIFIED COPY OF RESOLUTION

STATE OF GEORGIA,

COUNTY OF HALL:

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such I keep its official records, including its minutes, and in that capacity do certify that the attached material is a true and correct copy of the official resolution of a duly set meeting of April 18, 1995. The resolution set out in the minutes remains of full force and effect, without modification or repeal. The incumbent officer or officers authorized to execute the instruments referred to are the Mayor and Council, each now being in office and fully empowered so to act.

Witness of my official signature and seal this 18th day of April, 1995.

Joyce W. Shubert

Name: Joyce W. Shubert
Title: City Clerk

(Seal)

LEE GILMER MEMORIAL AIRPORT

GAINESVILLE, GEORGIA

RULES AND REGULATIONS

BE IT RESOLVED by the City Council of the City of Gainesville, located in the County of Hall and in the State of Georgia, that the rules and regulations governing **LEE GILMER MEMORIAL AIRPORT** as hereinafter more particularly set out, be and are hereby approved by the City Council of the City of Gainesville.

SECTION 1

DEFINITIONS

1.1 DEFINITIONS: Unless from the context a different meaning is apparent as used in these regulations, the terms hereinafter used shall be defined as follows:

"OWNER" shall mean the CITY OF GAINESVILLE GEORGIA.

"AIRPORT" shall mean the LEE GILMER MEMORIAL AIRPORT.

"AIRPORT MANAGER" shall mean the officer or representative of the city council having immediate charge of the airport.

"PERSON" shall mean an individual, partnership, firm, association or corporation.

"FAA" shall mean the Federal Aviation Administration.

"REFUELING" shall mean the placing of fuel into aircraft tanks for the purpose of operating the aircraft's main power plant.

"AVIATION DESIGNATED FUELS" shall mean those higher octane rated fuels and JP-3, JP-4, JET A and any other fuels designated as specifically refined for use in aircraft engines.

"OTHER THAN AVIATION DESIGNATED FUELS" shall mean fuels normally designated as automotive fuels, alcohol, natural gas, nuclear fuel, etc.

SECTION 2

AIRPORT ADMINISTRATION

2.1 AIRPORT MANAGER'S POWERS AND DUTIES: The Airport Manager shall, at all times have authority to take such action as may be necessary in the handling, conduct, and management of the public in attendance at the Airport and enforce these regulations. In any

contingencies not specifically covered by these rules and regulations, the **Airport Manager** shall be authorized to make such rules and orders and render such decisions as to him may seem proper.

SECTION 3

GENERAL REGULATIONS

3.1 OWNER'S POWERS AND RIGHTS: The **Owner** has the right to and does hereby regulate all commercial enterprises using the airport as a base of operation, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the airport unless specifically authorized by the **Owner**.

3.2 FLYING CLUBS: A flying club is recognized as a plan for joint ownership of aircraft and the fair distribution of the cost of maintaining and operating such aircraft. Such operation is not considered to be commercial in nature when so operated. Neither is flight instruction by club members for other club members considered to be commercial in nature so long as there is no profit or for-hire motive involved in the operation. In all cases, the **Owner** will determine if the operation of a flying club or such organization is commercial. If determined to be commercial, the club shall conform to the requirements set forth herein for commercial fixed base operators.

3.3 ALL USERS OBLIGATIONS: The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to obey all the regulations herein provided and adopted by the **Owner**.

3.4 USE OF AIRPORT AS A CONDITIONAL PRIVILEGE: The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof, and he shall release and hold harmless and indemnify the **Owner**, its officers and employees from any liability or loss resulting from such use, as well as claims of third persons so using the Airport.

3.4A In the view of the Federal Aviation Administration that parachute jumping is an aeronautical use, requests from parachute jumping clubs, organizations or individuals to establish a drop zone within the boundaries of the airport shall be evaluated on the same basis as other aeronautical uses of the airport. However, the airport manager is not required to permit this

activity if, in his judgment, it creates a safety hazard to the normal operations of aircraft arriving and departing from the airport.

(i) As directed by the FAA Act of 1958, Part 105 was written primarily to ensure protection of other users of the airspace system and the general public from sport parachuting activities. Therefore, in no manner may the Rules and Regulations of the Lee Gilmer Memorial Airport relieve any responsibility imposed by Federal Aviation Regulations or any other state or local laws.

(ii) Application to operate jumping activities on the Lee Gilmer Memorial Airport will be made to the Airport Manager in the manner and form prescribed by the Airport Manager. It will contain at least the following:

(a) Name and current address of the individual who will be in charge of the jumping activity on the site.

(b) Time that jumping activities are to be carried out.

(c) A certified copy of the liability insurance policy indemnifying the owners in the amount specified in Paragraph 8.6 of these Rules and Regulations.

(d) Other requirements as may be specified by the Airport Manager.

(iii) When jumping is approved by the Airport Manager, the following must be done:

(a) The jump zone must not be any closer than 500 feet to the active runway.

(b) The jump zone must be no less than 1800 feet in diameter to accommodate student jumpers.

(c) The jump master, appropriately certified by the USPA shall be in charge of, and responsible for, all jumping activities. His name and current address will be supplied to the Airport Manager prior to the beginning of any jumping activity.

(d) The jump master shall keep a written record of each jump to include:

(1) The jump aircraft number and insure its airworthiness,

(2) The name and current address and pilot certificate number of the PIC of the jump aircraft, and

(3) The name and address of the jumpers of each lift.

This list shall be turned in to the Airport Manager at the end of each day. Failure to maintain this list shall be subject to a $500.00 fine.

(e) Two-way radio communication with the Lee Gilmer Memorial Airport must be established before the five-minute jump notice is given to ATC as required by FAR 105. Jumps onto the airport will be discontinued at the instruction of the Unicom Operator as aircraft taking off or landing at the airport shall have the right-of-way over parachuting except in an emergency. In the event that radio communication is lost prior to the jump, no jumpers may drop onto the airport. The pilot-in-command of the aircraft must announce "jumpers away" at the time the jumpers exit the aircraft.

(f) Other requirements as may be specified by the airport manager.

(iv) Jumpers as a club must show that the club is an official USPA affiliated club in good standing with the USPA and all jumpers must comply with the policies established by the USPA. It shall be the responsibility of the jump master to insure all rules are complied with.

(v) Since Federal Aviation Regulations do not permit parachute jumping onto an airport without prior approval of the airport management (FAR 105.17), the airport owner shall be the final authority as to whether jumps may be made on the Lee Gilmer Memorial Airport.

3.5 **INDEMNIFICATION:** The privilege of using the Airport shall be upon the further condition that any person, persons, corporations, co-partnerships, or others desiring to use the same shall furnish a policy of indemnity against personal injury and property damage in such sum as the Owner shall require.

3.6 **VIOLATIONS AND PENALTIES:** Any Person violating any of the Airport rules and regulations may be deprived of the use of the Airport facilities for such period of time as determined by the Owner.

3.7 **NO SOLICITING:** No Person shall solicit funds for any purpose and no signs, advertisements, or circulars may be posted or distributed at the Airport without permission of the Owner.

3.8 LITTER AND PROPERTY DAMAGE: Garbage, refuse and other waste material shall be placed in receptacles provided for such purpose by the LESSEE, and no Person shall destroy, remove or disturb in any way buildings, signs, equipment, markers of other property on the Airport.

SECTION 4

MOTOR VEHICLE REGULATIONS

4.1 VEHICLES GENERAL RESTRICTIONS: Unless authorized by the Airport Manager, no highway or automotive vehicle shall be operated on the Airport except on roadways, parking areas, et cetera, that are specifically designated for such vehicles. Such vehicles shall be parked in the manner prescribed by the Airport Manager while on the Airport and as indicated by posted signs.

4.2 SPECIFIC RESTRICTIONS FOR RUNWAYS, ETC: No surface vehicles shall be permitted on the runways, taxiways, aprons, or ramps without the express permission of the Airport Manager unless the operation of such vehicle is in accordance with prior agreement to accomplish a necessary airport purpose, service, or inspection.

4.3 CUSTOMER PARKING: Flying Service customers and aircraft owners shall park in areas designated behind Flight Operations (Building 4) and the Hangar (Building 5).

4.4 TEMPORARY PARKING: The area immediately south of Flight Operations is designated a temporary parking zone with a two (2) hour time limit.

4.5 RAMPS: When aircraft are parked on the ramp or apron for the purpose of loading or unloading, no vehicle shall be driven between the aircraft and the loading gate or fence.

4.6 LANDING AREA STANDARDS: All vehicles operating within the landing area shall be painted a bright yellow or international orange, or display an international orange and white checkered flag of not less than three (3) feet square with one (1) foot squares.

4.7 REPORTING OF ALL ACCIDENTS: Every accident involving injury or property damage shall be reported to the Airport Manager.

4.8 PROPER OPERATIONS AND LIABILITY INSURANCE: No Person shall operate any vehicle in a careless manner or in disregard for the safety of others, or in excess of posted speed traffic signs. All Persons are required to carry liability insurance on all vehicles.

SECTION 5

AIRCRAFT OPERATIONS REGULATIONS

5.1 FAA RULES INCORPORATED BY REFERENCE: The FAA air traffic rules and regulations governing the operation of aircraft in effect as of this date, as well as all additions thereto, are made a part of these airport rules and regulations as fully as if set forth herein.

5.2 AIRCRAFT PARKING RESTRICTIONS: Aircraft shall not be parked or taxied between the gasoline pumps and the flight operations building (Building No 4).

5.3 ENGINE OPERATIONS RESTRICTIONS: Aircraft engines shall be started and run up only in the places designated for such purposes. At no time shall engines be run up when hangars, shops, airplanes, or any buildings or persons are in the path of the propeller stream and/or jet exhaust.

5.4 PARKING, STORAGE AND REPAIR AREAS RESTRICTED: No aircraft shall be parked, stored, or repaired at the Airport except in the areas designated for such use.

5.5 REMOVAL OF AIRCRAFT UPON PROPER DIRECTION: At the direction of the **Airport Manager**, the operator, owner, or pilot of any aircraft on the Airport shall move the aircraft from the place where it is parked or stored to any other place designated on the Airport. If the operator refuses to comply with the directions, the **Airport Manager** may have the aircraft towed to such place, at the operator's expense and without liability for damage that may result from such moving.

5.6 MOVEMENT OF AIRCRAFT AFTER ACCIDENT: In the event of an accident, the **Airport Manager**, may in compliance with FAA and other governmental regulations, move the damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the Owner and without liability for damage resulting from such moving.

5.7 REPORTING OF ACCIDENTS: The pilot of an aircraft involved in an accident on or near the Airport causing personal injury or property damage shall report to the **Airport Manager**. In the event that he is unable to do so, the owner of the aircraft or his agent shall make such report.

5.8 PAYMENT FOR DAMAGE RESULTING FROM ACCIDENT: Airport property damaged or destroyed by an accident or otherwise shall be paid for by parties responsible.

5.9 POWERS TO DETAIN AIRCRAFT FOR NON PAYMENT: The **Airport Manager** shall have the authority to detain any aircraft for non-payment of any charges due.

5.10 INSPECTION PRIOR TO TAXING OF AIRCRAFT: No **Person** shall taxi an aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any **Person** or object in the immediate area.

5.11 TAXIING OF AIRCRAFT: Aircraft shall be taxied at a safe and reasonable speed with due respect for other aircraft, **Persons**, or property.

5.12 TAKE-OFFS AND LANDINGS: All take-offs and landings shall be confined to the runways and all movements of aircraft shall be confined to the hard surface areas.

5.13 ACCESS TO AREAS RESTRICTED: No **Person** or **Persons**, except airmen, duly authorized personnel, passengers going to or from aircraft, or **Persons** being personally conducted by airport attendants shall be permitted to enter the landing area proper, taxi space, or aprons. However, this does not give any **Person** or **Persons** so excepted the privilege of unrestricted use of the airport. These privileges are confined to the necessary use of these spaces in connection with the flights, inspections, and routine duties.

SECTION 6

RULES FOR AIRCRAFT FUELING OPERATIONS

6.1 FUEL HANDLING AND RESTRICTIONS: No aircraft shall be fueled or drained while the aircraft engine is running or while the aircraft is in a hangar or an enclosed area.

6.2 PROPER GROUNDING DURING FUELING: During all fuel operations the aircraft shall be grounded by an approved method.

6.3 SMOKING RESTRICTED: Smoking or lighting of an open flame shall be prohibited within fifty (50) feet of any fueling operation.

6.4 MINIMUM DISTANCE FROM BUILDING AND HANGARS: Fueling operations shall be conducted and fuel trucks shall be parked at least fifty (50) feet from any hangar or building.

6.5 PRIOR APPROVAL OF ALL FUEL HANDLING EQUIPMENT: No fuel storage and dispensing equipment shall be installed and used at the airport without the prior written approval of the Owner.

SECTION 7

POLICY ON REFUELING OF AIRCRAFT WITH OTHER THAN AVIATION DESIGNATED FUELS

7.1 RESTRICTED TO REGISTERED OWNERS ONLY: OTHER THAN AVIATION DESIGNATED FUELS may be used for refueling only by the registered owner of the aircraft.

7.2 MINIMUM DISTANCE FROM BUILDING AND HANGARS: Aircraft being refueled must be located a minimum of fifty (50) feet from other aircraft.

7.3 DAYLIGHT HOURS ONLY: Aircraft may only be refueled during daylight hours.

7.4 OWNER ATTENDANCE DURING REFUELING: The registered owner of the aircraft must be in attendance during the refueling operations.

7.5 FUEL TRANSPORTATION STANDARDS: Fuel must be transported in containers approved by U. S. Fire & Underwriters Laboratories, Inc. (UL).

7.6 FUELING BY PUMPING ONLY: Fuel must be pumped into aircraft tanks, not poured, with spark proof pumps and hoses rated at least twenty-five (25) p.s.i.,

7.7 PROPER GROUNDING STANDARDS: Containers, pumps, and aircraft must be properly grounded prior to and during refueling operations.

7.8 NO SMOKING STANDARDS: No smoking or open flames are allowed within fifty (50) feet of refueling operations.

7.9 FUEL CONTAINER STORAGE RESTRICTED: Containers referenced in 7.5 and 7.7 cannot be stored on airport property.

7.10 FIRE EXTINGUISHER REQUIRED: A minimum thirty (30) pound fire extinguisher approved by the U. S. Fire & Underwriters Laboratories, Inc. (UL) must be on hand and readily accessible during refueling operations.

SECTION 8

FIRE REGULATIONS

8.1 SMOKING AND OPEN FLAME RESTRICTED: Smoking or lighting of an open flame is prohibited at places with posted signs, within fifty (50) feet of any aircraft and within fifty (50) feet of hangars, fuel, trucks, or fuel loading stations, and tank farms.

8.2 OPEN FIRE RESTRICTED: No Person shall start an open fire any place on the Airport without permission of the Airport Manager.

8.3 INFLAMMABLE PRODUCTS AND RELATED EQUIPMENT RESTRICTED: No Person shall store material or equipment, use inflammable liquids or gases, or allow their premises to become in such condition so as to violate the fire code of the City of Gainesville in any manner.

8.4 FIRE PROTECTION EQUIPMENT AND TRAINING: Tenants of all hangars and buildings shall provide suitable fire extinguishers and equipment and they shall be kept in good condition as recommended by the Fire Chief and inspected at least every twelve (12) months by trained personnel.

8.5 HOUSEKEEPING STANDARDS: Tenants and Persons are required to keep their premises clean and clear of all rubbish, junk, debris, old aircraft and vehicles, and any other unsightly objects. If after warning by the Airport Manager the area is not cleaned, cleaning will be done by the Airport Manager and billed to the tenant or Person.

SECTION 9

REGULATIONS GOVERNING MINIMUM REQUIREMENTS FOR ALL FIXED BASE OPERATIONS

9.1 FBO GENERAL STANDARD: All fixed based operations at Lee Gilmer Memorial Airport shall be full time progressive business enterprises with a manned office facility at the airport during all business hours.

9.2 PERFORMANCE BOND WITH CONSTRUCTION: Fixed Base Operators will be required to furnish the City Council a Performance Bond commensurate with the construction required under the minimum standards of services to be performed.

9.3 CONSTRUCTION MINIMUM STANDARDS: All construction required herein shall be in accordance with design and construction standards established by the City Council for the facility involved.

9.4 FBO OPERATING AGREEMENTS: The City Council shall determine substantial conformance to the standards for fixed base operators. No fixed base operator shall be allowed to operate on the airport without a fully executed lease agreement between the City of Gainesville and the fixed base operator.

9.5 FINANCIAL CAPABILITY: Fixed base operators must show financial solvency and business ability to the satisfaction of the City Council.

9.6 MINIMUM INSURANCE STANDARDS: The minimum liability insurance which a fixed base operator shall carry is as follows:

a) Aircraft Liability:

Bodily Injury:	$ 500,000 Each Person
	$1,000,000 Each Accident
Property Damage:	$1,000,000 Each Accident

Companies which are in the business of flight instruction or aircraft rental shall have the following additional coverage:

b) Student and Renter Pilot Coverage:

Bodily Injury:	$ 500,000 Each Person
	$1,000,000 Each Accident
Property Damage:	$1,000,000 Each Accident

9.7 FBO MINIMUM LEVEL OF SERVICES IN ORDER TO OFFER FUEL SERVICES AND HANGAR RENTALS: Fixed base operators providing for the sale of petroleum products and the rental of hangars must meet the minimum standards as shown herein, and provide all of the services and meet all of the requirements listed below in Section 9.9 through 9.11.

9.8 CONDITIONS WHEN FBO EXCLUDED FROM FUEL SERVICES AND HANGAR RENTALS: Fixed base operators providing services in Section 9.12 through 9.14 must meet the established standards for the given service but may not engage in sale of aviation petroleum projects or hangar rental without complying with Section 9.7 as shown above.

9.9 SALE OF AVIATION PETROLEUM PRODUCTS: To provide this service the fixed base operator must provide and maintain 1200 square feet of office, lounge, and restroom space which may be an adjunct to other structures and facilities as shown in Section 9.11.

9.10 AIR SERVICES: Ramp services shall be provided full-time during daylight hours, and by call at night, seven days a week by the fixed based operator.

9.11 AIRCRAFT MAINTENANCE AND REPAIRS: The fixed base operator shall provide and maintain a 3000 square foot hangar properly equipped, and shall provide the services of at least one full-time Federal Aviation Administration certified air frame and engine mechanic, and as many properly Federal Aviation Administration certified personnel as may be required to perform all various aircraft maintenance and repairs in accordance with all rules and regulations and directions of the Federal Aviation Administration and other governmental bodies having jurisdiction thereof.

9.12 AIRCRAFT SALES: The fixed base operator selling aircraft shall provide and maintain a minimum of 4000 square feet of hangar, showroom, and office space. This shall be a full-time progressive business operation providing sales facilities and sales personnel during normal daily business hours.

9.13 FLIGHT INSTRUCTION, CHARTER SERVICE, AIRCRAFT RENTAL: The fixed base operator may engage in flight instruction, charter service, and/or aircraft rental, any one or all of these services, provided that the fixed base operator shall provide a minimum of two aircraft at the airport, and the fixed base operator must make suitable arrangements for hangaring and/or parking of his aircraft at the airport. The fixed based operator must provide and maintain a full-time office at the airport and provide the necessary full-time office personnel. The fixed base operator must provide only properly certified instructors and pilots with ratings and qualifications as required by the Federal Aviation Administration in the performance of all operations outlined in this paragraph.

9.14 OTHER OPERATIONS AND COMMERCIAL AVIATION SERVICES: Miscellaneous operations such as radio and instrument repairs, aerial advertising, crop dusting and other aeronautical activities not hereinbefore provided for may be conducted by any person, firm or

corporation upon application to and approval by the City Council. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the City Council commensurate with the nature and scope of the activities involved.

9.15 DEFINITION OF TERMS: The term fixed base operator and/or fixed base operations as used herein is hereby defined as any person, firm or corporation entering into any one or all of the above as described in Sections 9.1 through 9.4 and Sections 9.7 through 9.14.

9.16 HANGAR MINIMUM STANDARDS: Hangars shall contain a minimum of 8000 square feet of floor space in the hangar. Building shall be fire-proofed and of metal or masonry construction, properly designed doors both ends, stressed in accordance with the national building code, floor and ramps shall be concrete with a properly compacted subgrade of sufficient designed load strength to sustain all type of aircraft which is planned to have use of the facility. The City reserves the right to provide T-Hangars as a proprietary function and no FBO will be allowed to construct and/or maintain T-Hangars.

9.17 ADJACENT AREAS TO HANGARS MINIMUM STANDARDS: An area of 1200 square feet of office space, rest rooms and lounge, which may be an adjunct to other buildings, must also be fire-proofed and of metal or masonry construction.

9.18 FIRE LINES MINIMUM STANDARDS: Sufficient outside hose connections must be installed. Should a new building be constructed over 1000 feet from and existing fireplug, a new fire plug shall be provided.

9.19 PAVING MINIMUM STANDARDS: Paved areas for parking and access shall be provided, such paving shall meet standards of paving for this purpose.

SECTION 10

PENALTIES

10.1 GENERAL PENALTIES: All persons within the boundaries of Lee Gilmer Memorial Airport who violate the Rules and Regulations herein are subject to legal action by the City Council.

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Angela Sheppard, Deputy City Manager
Item of Business:	BR-2025-44 Issuance of Water and Sewerage Revenue Bonds
Meeting Date:	October 7, 2025

Purpose of Request:
To authorize the proposed resolution for Issuance of Water and Sewerage Revenue Bonds.

Facts & Issues / History & Background:
This resolution consists of the following two parts:

- Authorize Financial Services and the Department of Water Resources to proceed with the issuance of water and sewerage revenue bonds in order to finance the cost of certain improvements to the water and sewerage system. There is a need for the acquisition and construction of improvements, betterments, and extensions of the system, including, but not limited to, the Lakeside and Riverside Water Treatment Plants, improvements to the Flat Creek and Linwood Water Reclamation Facilities, improvements to the water distribution system and the wastewater collection system, including sewer lift stations, sewer pipelines, water pipelines, and appurtenances. This resolution provides authorization to proceed with the issuance of the proposed bonds. The anticipated cost of the projects and the bonds will cost up to approximately $95,000,000.
- Authorize the use of a portion of the proposed bond proceeds to reimburse the General Fund and/or the Department of Water Resources Fund for moneys used to pay expenditures related to the projects.

Department Recommendation:
Financial Services, along with the Department of Water Resources, recommend the approval of the resolution.

Department Director:
Jeremy Perry

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2025-44 Issuance of Water and Sewerage Revenue Bonds

RESOLUTION BR-2025-44
ISSUANCE OF WATER AND SEWERAGE REVENUE BONDS

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA AUTHORIZING PROCEEDING WITH THE ISSUANCE OF ITS WATER AND SEWERAGE REVENUE BONDS TO FINANCE, IN WHOLE OR IN PART, THE COST OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWERAGE SYSTEM OF THE CITY OF GAINESVILLE, GEORGIA; TO DECLARE THE INTENT OF THE CITY OF GAINESVILLE, GEORGIA TO REIMBURSE ITSELF WITH A PORTION OF THE PROCEEDS OF SUCH BONDS FOR EXPENDITURES MADE IN CONNECTION WITH SUCH IMPROVEMENTS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, under and by virtue of the authority of the Constitution and laws of the State of Georgia, including specifically, but without limitation, Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law", as amended (the "Revenue Bond Law"), the City of Gainesville, Georgia (the "City"), acting by and through its governing body, is authorized to operate and maintain a system, plant, work, instrumentality, and property used or useful in connection with (i) the obtaining of a water supply and the conservation, treatment, and disposal of water for public and private uses, and (ii) the collection, treatment, and disposal of sewage, waste, and storm water, together with all parts of any such undertaking and all appurtenances thereto; and

WHEREAS, the Revenue Bond Law authorizes the City to issue revenue bonds (a) to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any undertaking, including any of the undertakings specified above; and

WHEREAS, the City currently owns, operates, and maintains a water and sewerage system (such system, as now existent and as hereafter added to, extended, improved, and equipped, hereinafter sometimes referred to as the "System"); and

WHEREAS, the City has determined that there is a need for the acquisition and construction of improvements, betterments, and extensions of the System, including, but not limited to, the Lakeside and Riverside Water Treatment Plants, improvements to the Flat Creek and Linwood Water Reclamation Facilities, improvements to the water distribution system and the wastewater collection system, including sewer lift stations, sewer pipelines, water pipelines, and appurtenances (collectively, the "Project"), and the City presently anticipates that the Project will cost up to approximately $95,000,000; and

WHEREAS, the governing body of the City has determined that the best and most feasible method of obtaining the funds necessary to finance the Project, including reimbursement to the City for certain expenditures it has incurred or may incur, and to pay related costs, is through the issuance of water and sewerage revenue bonds (the "Proposed Bonds"); and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Proposed Bonds to reimburse its General Fund or its Water and Sewer System Fund for moneys used to pay expenditures related to the Project; and

RESOLUTION BR-2025-44
ISSUANCE OF WATER AND SEWERAGE REVENUE BONDS

WHEREAS, the City desires (a) that the Proposed Bonds be issued by the City in accordance with and for the purposes set forth in this Resolution and (b) to authorize the City Manager, the Chief Financial Officer, the City Attorney, Raymond James & Associates, Inc., as underwriter (the "Underwriter") and Murray Barnes Finister, as bond counsel and disclosure counsel ("Bond/Disclosure Counsel") to proceed with the issuance of the Proposed Bonds;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Gainesville, Georgia, and it is **HEREBY RESOLVED**, as follows:

Section 1. Authorization of the Proposed Bonds. The governing body of the City hereby authorizes the City to issue the Proposed Bonds upon the terms and conditions to be set forth in a parity bond resolution to be adopted by the City for the purposes of (i) financing the Project, and (ii) paying any costs related to the Proposed Bonds.

Section 2. Authorization to Proceed. The City Manager, the Chief Financial Officer, the City Attorney, the Underwriter, and Bond/Disclosure Counsel are hereby authorized, empowered, and directed to do all such acts and things as may be necessary or desirable in connection with the issuance of the Proposed Bonds, which shall be sold at negotiated public sale.

Section 3. Authorization of Reimbursement. The City declares its intent to use a portion of the proceeds of the Proposed Bonds to reimburse its General Fund or Water and Sewer System Fund for moneys used to pay expenditures related to the Project.

Section 4. Actions Ratified, Approved and Confirmed. All acts and doings of the councilmembers, officers, employees, and agents of the City which are in conformity with the purposes and intents of this Resolution, the Project, and the issuance of the Proposed Bonds are in all respects ratified, approved, and confirmed.

Section 5. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of October, 2025.

_____
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:

_____

Alisa Grayson, City Clerk

RESOLUTION BR-2025-44
ISSUANCE OF WATER AND SEWERAGE REVENUE BONDS

CITY CLERK'S CERTIFICATE

The undersigned City Clerk of the of the City of Gainesville, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the authorization to proceed with the issuance of water and sewer revenue bonds constitute a true and correct copy of the Resolution adopted on August 6, 2024, by the governing body of the City in an open public meeting duly called and lawfully assembled, and that the original of this Resolution appears of record in the Minute Book of the City which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this ____ day of October, 2025.

_____
Alisa Grayson, City Clerk

(SEAL)

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Angela Sheppard, Deputy City Manager
Item of Business:	BR-2025-45 Qwake Technologies, Inc. - Master Services and Purchasing Agreement
Meeting Date:	October 7, 2025

Purpose of Request:
The purpose of this request is to authorize the approval of the Master Services and Purchasing Agreement with Qwake Technologies, Inc. This agreement is for the purchase and use of the Qwake Devices and Services.

Facts & Issues / History & Background:
The agreement provides the Gainesville Fire Department with the opportunity to be one of only 10 departments nationwide to test, train, improve, and deploy this technology. The three year term of the agreement is for the hardware, connectivity, software, and support.

Department Recommendation:
Approve the resolution.

Department Director:
Brandon Ellis

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

Amount Requested: $298,600 **Sources of Funds: Fire Fund**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2025-45 Qwake Technologies, Inc. - Master Services and Purchasing Agreement
2. Qwake Technologies Master Services and Purchasing Agreement
3. Pioneer Program Presentation
4. Pioneer Program Pricing Quote

RESOLUTION BR-2025-45

Qwake Technologies, Inc. - Master Services and Purchasing Agreement

WHEREAS, the City of Gainesville ("Municipality") enters into a Master Services and Purchasing Agreement with Qwake Technologies, Inc. for an amount not exceeding $298,600; and

WHEREAS, the Municipality is a political subdivision of the State in which the Municipality is located ("State") and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the Governing Body hereby finds and determines that the execution of the Master Services and Purchasing Agreement in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Agreement is appropriate and necessary to the functions and operations of the Municipality.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body:

Section 1. Either one of the Mayor OR City Manager (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one Agreement in substantially the same form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Agreement as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Agreement is hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Agreement on behalf of the Municipality.

Section 3. The aggregate original amount of the Agreement shall not exceed the amount stated above.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

Adopted this _____ day of October, 2025.

_____

W. Samuel Couvillon, Mayor

RESOLUTION BR-2025-45

Qwake Technologies, Inc. - Master Services and Purchasing Agreement

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:

_____

Alisa Grayson, City Clerk

Qwake Technologies Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is entered into between Qwake Technologies, Inc. ("**Qwake"**) and The City of Gainesville, GA (**"Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Qwake and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Qwake Devices and Services detailed in the Quote (as defined herein). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Qwake Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall also be incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**

1.1. **"Qwake Software Services"** refers to Qwake's web applications, mobile applications, embedded device software, cloud software and cloud storage, and interactions among each of these and video and audio streaming from Qwake Devices or Qwake software. This excludes third-party applications, hardware warranties, and Agency's technology.

1.2. **"Qwake Device"** encompasses all hardware provided by Qwake under this Agreement. Devices manufactured by Qwake are a subset of Qwake Devices.

1.3. **"Quote"** means a quote provided to Agency by Qwake, which is only valid for the Qwake Software Services and Qwake Devices specified in the quote at the stated prices, and which quote incorporates this Agreement by reference. Any inconsistent or supplemental terms within the Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the estimated ship date for deployment may affect charges in the Quote. Shipping dates are estimates only. Qwake is not responsible for typographical errors in any Quote and reserves the right to cancel any orders resulting from such errors.

1.4. **"Services"** includes all services provided by Qwake under this Agreement, including training, onboarding, support, Qwake Software Services, and other services as may be introduced during the Subscription Term (as defined below).

2. Services

2.1. **License Grant**. Subject to and conditioned upon Agency's compliance with the terms and conditions of this Agreement and any terms of use governing the Qwake Software Services (which may be updated by Qwake from time to time without notice to Agency and which are currently provided at https://www.qwake.tech/terms) (the "**TOS**"), Qwake hereby grants to Agency a non-exclusive, non-sublicensable, non-transferable, revocable, limited license during the Subscription Term to use the Services and the Qwake Devices only in connection with the training of Agency's personnel in compliance with the NFPA 1403 Standard on Live Fire Training Evolutions. Qwake will ensure that each of its personnel using the Services and/or Qwake Devices is compliant with the TOS and this Agreement and follows Qwake's instructions provided from time to time, and the Agency shall be responsible for the usage of its personnel thereof. Any reliance on any Qwake-provided instructions is at Agency's own discretion and risk and Qwake does not guarantee any results thereof.

2.2. **Restrictions**. Except as expressly authorized in this Agreement or by Qwake, Agency will not, and will not permit any third party to: (i) access or use the Services or Qwake Devices for any other purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) copy the Services or Qwake Devices; (iii) modify, adapt, or create derivative works of the Services or Qwake Devices; (iv) rent, lease, loan, resell, transfer, sublicense, display or distribute the Services or Qwake Devices to any third party; (v) use or offer any functionality of the Services or Qwake Devices on a service provider, service bureau, hosted, software as a service, or time sharing basis, provide or permit other individuals or entities to create Internet "links" to the Services, or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device; (vi) decompile, disassemble, translate or reverse-engineer the Services or Qwake Devices or otherwise attempt to derive the Services source code, algorithms, methods or techniques used or embodied in the Services or Qwake Devices; (vii) disclose to any third party the results of any benchmark tests or other evaluation of the Services or Qwake Devices, (viii) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services or Qwake Devices; (ix) interfere with or disrupt servers or networks connected to any website through which the Services or Qwake Devices are provided; (x) use the Services or Qwake Devices to collect or store personal data about any person or entity; (xi) use the Services or Qwake

Devices to build a similar or competitive product or service; (xii) use the Services or Qwake Devices to transmit code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses; or (xiii) use the Services or Qwake Devices for any illegal, unauthorized or otherwise improper purposes. Qwake reserves the right to suspend the Agency's account and/or access to the Services or Qwake Devices if it knows of or has reason to suspect any violation of the TOS or this Agreement.

3. **Term** - This Agreement begins on the Effective Date and continues until all Subscription Terms have expired or have been terminated ("**Term**").

3.1. **Subscription Term** - All subscriptions, including C-THRU Operations Center, and QwakeConnect, begin on the date stated in the Quote. Each subscription term begins and ends as stated in the Quote (the "**Subscription Term**").

3.2. **General Payment Terms-**
Agency agrees to pay all fees set forth in the Quote. Except as otherwise set forth below or in the Quote, all payments are due within thirty (30) days of the invoice date ("**Net 30**"), must be made in accordance with Qwake's approved payment methods and, unless indicated otherwise, and are non-cancelable. Unless otherwise prohibited by law, overdue invoices shall accrue interest at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law. Payments must be made in full, without setoff, deduction, or withholding. In the event of non-payment, Agency's account may be referred to collections, and Agency shall be responsible for all reasonable collection costs, attorney's fees, and any other expenses incurred in enforcing payment obligations.

3.3. Post- Terms – The Agency acknowledges and agrees that the Services provided under this Agreement are in and that the Subscription Term only applies to the version of the Services. Notwithstanding anything herein to the contrary, Qwake may notify the Agency during the Subscription Term that the non- version of the Services (the "") is available, which may be used by the Agency in an operational setting. The Agency may elect to enter into a new Quote to purchase, and a to govern, such moving forward (which such shall terminate and supersede this Agreement and terminate the Subscription Term). The Parties agree that: (i) Qwake shall not provide such unless and until a new Quote and definitive agreement are mutually agreed to and executed by Qwake and the Agency; and (ii) such Quote and definitive agreement will honor the pricing of Qwake Software Services for the duration of the original Subscription Term, and (iii) such definitive

agreement shall include an option for a one-time upgrade of Agency's version Qwake Devices covered by QwakeConnect to production versions, if available. Total value (MSRP) of upgrades shall not exceed the total Hardware Charges (described in the Quote) made under this Agreement. Upgrades may take the form of device replacements, partial replacements, repairs, or refurbishments, in Qwake's sole discretion.

4. **Taxes** - The Agency is responsible for sales and other taxes associated with the order unless Agency provides Qwake with a valid tax exemption certificate.

5. **Shipping** - Qwake may make partial shipments and ship Qwake Devices from multiple locations. All shipments are EXW (Incoterms 2020) via a common carrier. Title and risk of loss pass to Agency upon Qwake's delivery to the common carrier. The Agency is responsible for paying any shipping charges specified in the Quote.

6. Pioneer Program Specific Terms - This Section 6 applies specifically to Agency as a participant in Qwake's Pioneer paid program under this Agreement.

   6.1. **Hardware Pricing Assurance During Subscription Term** - During the Subscription Term of this Agreement, Qwake agrees to offer any additional Qwake Devices purchased by Agency via subsequent Quotes at the same unit price for such devices as specified in the initial Quote referencing this Agreement, provided such additional devices are the same model and configuration as those purchased in the initial Quote and are subject to availability.

   6.2. Software Charges Protection During Extended - The initial paid Subscription Term for Qwake Software Services (including C-THRU Operations Center and QwakeConnect), as specified in the initial Quote, is for one (1) year commencing on the date specified in that Quote. If the , as described in Section 3.3 (Post- Terms), have not been made by the date that is twelve (12) months after the Effective Date of this Agreement, the start date for subsequent paid Subscription Term(s) for Qwake Software Services under this Agreement shall be delayed month-for-month for each full month that the general availability of is delayed beyond such twelve (12) month anniversary. This delay mechanism shall cease immediately upon Agency entering into a for or upon Qwake making the , whichever occurs first. This provision applies only to recurring Software Services fees and not to any Hardware Charges or other fees.

   6.3. Post- Subsequent Purchase Pricing Assurance - If Agency remains a continuous customer of Qwake Software Services without a material lapse in service coverage

immediately following the end of the original Subscription Term under this Agreement by entering into a for as contemplated in Section 3.3 (Post- Terms), then for a period of three (3) years following the effective date of such , for each subsequent quote which incorporates such definitive agreement and is issued by Qwake to Agency for additional Qwake Devices or line items, Qwake shall ensure that the unit price quoted for each specific Qwake Device or Production Service line item is no higher than the lowest unit price at which Qwake has sold the identical Qwake Device or Production Service line item to any other United States government agency customer in a transaction with a comparable volume (defined as within twenty percent (20%) of the quantity for that specific line item in the subsequent quote) within the preceding twelve (12) months. This assurance applies only to subsequent purchases and not to the pricing in the initial Quote under this Agreement, unless otherwise specified therein.

7. **Returns** - All sales are final. Qwake does not allow refunds or exchanges, except for warranty returns as set forth herein or as required by state or federal law.

8. **QwakeConnect and Qwake Device Warranty**

8.1. **QwakeConnect** - The C-THRU device, which is a Qwake Device, delivers mission-critical situational awareness to frontline teams. To ensure uninterrupted connectivity, ongoing software evolution, and predictable support costs, each C-THRU device requires Agency to subscribe to QwakeConnect, an all-in-one, and mandatory annual subscription that is a component of the Qwake Software Services hereunder and that provides first-responder-grade data, continuous firmware updates, and streamlined return merchandise authorization (RMA) support, and that is further described in Exhibit A. Agency agrees to comply with its obligations set forth in Exhibit A.

8.2. **Limited Warranty** - Qwake warrants that Qwake-manufactured Qwake Devices and accessories are free from defects in workmanship and materials under normal application, use and conditions for one (1) year from the date of the Agency's receipt (the "**Warranty Period**"). During the Warranty Period and provided Qwake has verified the performance failure of the Qwake-manufactured Qwake Device or accessory, Qwake agrees that it will, at its option: (a) replace the defective Qwake-manufactured Qwake Device or accessory with a new or remanufactured equivalent at no additional charge; (b) repair the defect with new and/or reconditioned parts at no additional charge; or (c) refund a Prorated Amount (defined below) of the Purchase Price (defined below). For any replacement devices or accessories, the limited warranty shall apply for the

longer of the remaining Warranty Period of the original Qwake-manufactured Qwake Device or accessory, or ninety (90) days from the date of repair or replacement. For the purposes of this limited warranty, the "**Purchase Price**" shall be deemed to be the actual purchase price paid by the Agency as shown on the proof of purchase. The "**Prorated Amount**" shall be the product of (x) the Purchase Price and (y) the percentage obtain by dividing the remaining months left in the Warranty Period by the total one (1) year Warranty Period. In order to submit a warranty claim, Agency must provide Qwake with written notice of the issue, including the device or accessory serial number, proof of purchase, the date the defect was discovered and a detailed description of the defect. Devices and accessories that are found to be in good working condition are subject to a restocking fee of ten percent (10%) of the Purchase Price. No claim under this limited warranty may be brought after the Warranty Period. THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY QWAKE WITH RESPECT TO ANY QWAKE-MANUFACTURED QWAKE DEVICES OR ACCESSORIES AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE AGENCY.

8.3. **Limited Warranty Limitations** – In no event shall limited warranty provided in Section 7.2 cover defects and/or failures related to:

8.3.1. Failure to follow Qwake Device or accessory use instructions;
8.3.2. Qwake Devices or accessories used with equipment not manufactured or recommended by Qwake;
8.3.3. Intentional damage, misuse, abuse, accident, negligence or use not in accordance with applicable laws and regulations ;
8.3.4. fire, water generalized corrosion, biological infestations, natural forces, acts of God or animals, civil disorder, or other force majeure events, including high input voltage from generators or lightning strikes;
8.3.5. Improper handling during transportation or storage or damage during shipping;
8.3.6. Qwake Devices or accessories repaired or modified by persons other than Qwake without Qwake's written permission;
8.3.7. Normal wear and tear; or
8.3.8. Qwake Devices or accessories with a defaced or removed serial number. Qwake's warranty will be void if the Agency resells Qwake Devices.

8.4. **Service for Qwake-Manufactured Devices**. Before delivering a Qwake-manufactured Qwake Device for service, the Agency must request a

Return Materials Authorization from Qwake Support, via Qwake's support contacts at https://qwake.tech, or via email to support@qwake.tech. Qwake is not responsible for any loss of software, data, or other information contained on any part of the Qwake-manufactured Qwake Device sent to Qwake for service.

8.5. Exclusive Warranties and Remedies; Disclaimer - To the extent permitted by law, the above warranties and remedies are exclusive. EXCEPT FOR SECTION 7.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND QWAKE DEVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND QWAKE DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AGENCY UNDERSTANDS THAT THE SERVICES AND QWAKE DEVICES ARE IN BETA AND ANY EXPECTATIONS AND ESTIMATES REGARDING THE SERVICES AND QWAKE DEVICES ARE BASED ON FACTORS CURRENTLY KNOWN AND ACTUAL EVENTS OR RESULTS COULD DIFFER MATERIALLY. In addition, any information about Qwake's roadmap outlines Qwake's general product direction and is subject to change at any time without notice. Such information is for informational purposes only and shall not be incorporated into this Agreement or any contract or other commitment. Qwake undertakes no obligation either to develop the features or functionality provided in the Services or Qwake Devices, or to include any such feature or functionality in a future release of the Services or Qwake Devices. Agency expressly acknowledges that the Services and Qwake Devices have not been fully tested, and may contain defects or deficiencies which may not be corrected by Qwake. The Services and Qwake Devices may undergo significant changes prior to release of the corresponding final version. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. The Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Qwake or anyone acting on behalf of Qwake related to the subject matter of this Agreement that is not in this Agreement.

8.6. **Limitation of Liability** - QWAKE'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO ANY QWAKE DEVICE OR SERVICE WILL NOT EXCEED THE PURCHASE PRICE PAID TO QWAKE FOR THE QWAKE DEVICE, OR IF FOR SERVICES, THE AMOUNT RECEIVED BY QWAKE FROM AGENCY FOR SUCH SERVICES OVER THE TWELVE (12)

MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.

8.7. **Third-Party Software and Services** - Use of software or services other than those provided by Qwake is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.qwake.tech/terms, if any.

9. **Qwake Device Warnings** - See https://www.qwake.tech/terms for the most current Qwake Device warnings.

10. **Design Changes** - Qwake may make design changes to any Qwake Device or Service without notifying the Agency or making the same change to Qwake Devices and Services previously purchased by the Agency.

11. Bundled Offerings - Some offerings in bundled offerings may not be at the time of Agency's purchase. Qwake will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Qwake bundle.

12. **Insurance** - Qwake will maintain General Liability and Workers' Compensation insurance. Upon request, Qwake will supply certificates of insurance.

13. **IP Rights** - Qwake owns and reserves all right, title, and interest in and to all Qwake-manufactured Qwake Devices and the Services, including all related intellectual property rights. Agency will not cause any Qwake proprietary rights to be violated. Agency hereby assigns to Qwake, at no charge, all right title and interest in and to all feedback and suggestions Agency provides to Qwake related to the Services or any Qwake Devices.

14. **IP Indemnification** - Qwake will indemnify the Agency against all losses and reasonable attorneys' fees from any third party claim alleging that the use of Qwake-manufactured Qwake Devices or Services infringes or misappropriates the third party's intellectual

property rights. Agency must promptly provide Qwake with written notice of such claim, tender to Qwake the defense or settlement of such claim at Qwake's expense and cooperate fully with Qwake in the defense or settlement of such claim. Qwake's IP indemnification obligations do not apply to claims based on: (a) modification of Qwake-manufactured Qwake Devices or Services by Agency or a third-party not approved by Qwake; (b) use of Qwake manufactured Devices and Services in combination with hardware or services not approved by Qwake; (c) use of Qwake Devices and Services other than as permitted in this Agreement; or (d) use of Qwake software that is not the most current release provided by Qwake.

15. **Agency Responsibilities** - Agency is responsible for: (a) Agency's use of Qwake Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Qwake Devices; (d) ensuring Qwake Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Qwake Devices.

16. **Termination**

16.1. **For Breach** - A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If the Agency terminates this Agreement due to Qwake uncured breach, Qwake will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **For Convenience** - A Party terminates this Agreement for convenience if it provides thirty (30) days written notice to the other Party. No refunds shall be provided in the event of a termination for convenience by Agency.

16.3. **By Agency** - If sufficient funds are not appropriated or otherwise legally available to pay the fees, the Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.4. **Effect of Termination** - Upon termination of this Agreement, Agency's rights and licenses immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Qwake Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Qwake will invoice Agency the difference between the MSRP for Qwake Devices received, including any spare Qwake Devices, and amounts paid towards those Qwake Devices. Only if terminated for non-appropriation, Agency may return Qwake Devices to Qwake within thirty (30) days of termination. MSRP is the standalone price of the individual Qwake Device at the time of sale. For bundled Qwake Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality - "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential, including without limitation, the content, terms and conditions of this Agreement and any Quote. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. pricing is confidential Information and competition-sensitive and shall be considered the Confidential Information of Qwake. If Agency receives a public records request to disclose Qwake Confidential Information, Agency will promptly notify Qwake of the request and will cooperate with Qwake in any lawful effort to protect the confidentiality of such information.

18. **General**

18.1. **Force Majeure** - Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors** - The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries** - There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination** - Neither Party nor its employees will discriminate against any person based on race, religion, creed, color, sex, gender identity and expression, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, sexual orientation, marital status, age, national origin, ancestry, genetic information, disability, veteran status, or any class protected by local, state, or federal law.

18.5. **Export Compliance** - Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment** - Neither Party may assign this Agreement without the other Party's prior written consent. Qwake may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.

18.7. **Waiver** - No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability** - If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival** - The following sections will survive termination: Sections 1, 3.2, 6, 13, 14, 15, 16.4, 17, and 18.

18.10. **Governing Law** - The laws of the state of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices** - All notices must be in English. Notices posted on the Agency's Qwake Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately.

Notices to the Agency shall be provided to the address on file with Qwake. Notices to Qwake shall be provided to:

Qwake Technologies
14205 N Mo Pac Expy Ste 570
PMB 691758
Austin, Texas 78728-6529
Email: legal@qwake.tech

18.12. **Entire Agreement** - This Agreement, including any Quote(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

For Agency:

By: _____

Name: _____

Title: _____

Date Signed: _____

For Qwake Technologies, Inc. :

By: _____

Name: _____

Title: _____

Date Signed: _____

QwakeConnect Description

1. High-QoS 4G LTE Connection
   1.1. 4G LTE network: Connectivity delivered via Qwake's authorized reseller partnerships, currently leveraging Verizon's nationwide coverage for reliable services, subject to change from time to time.
   1.2. Agency understands and agrees that wireless services use radio technologies and are subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Qwake is not responsible for any such transmission and service are limitations, interruptions and dropped calls. Qwake does not make any representations or guarantees regarding the accuracy, completeness or timeliness of any Location Information or location capabilities of the Services or any network provided in connection therewith.
   1.3. Agency hereby consents to, and shall ensure that each of its users authorized to access the Services and use any C-THRU device affirmatively consents in writing to, Qwake and its third party providers (including Verizon and any other carrier) accessing, using, copying, storing, collecting and disclosing data that can be used to describe, determine or identify the location of any C-THRU or Qwake Device (or any other device connected to the applicable 4G LTE network provided by QwakeConnect), including without limitation latitude/longitude data, cell sites/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source ("**Location Information**"). Agency agrees to provide Qwake with evidence of such consents upon Qwake's request and to retain such evidence for a period of five (5) years after the termination of this Agreement. Furthermore, Agency agrees to immediately notify Qwake of any denial, revocation of withdrawal of any such consent and to ensure that such user does not access or otherwise use any C-THRU device after such denial, revocation or withdrawal.
   1.4. 4G LTE network with priority access and application-aware Quality of Service (QoS) enabled through Private Network Traffic Management (PNTM)

2. Software Updates & Upgrades
   2.1. Automatic OTA updates for security patches, stability fixes, and UX improvements.
   2.2. Major version upgrades included—no per-release fees.

2.3. Optional channel for early access to new features.

3. Subsidized RMA & Out-of-Warranty Support
   3.1. Fast turnaround: devices are repaired or replaced and shipped within 1 week of receipt at our facility.
   3.2. Round-trip ground shipping included for qualified RMAs.
   3.3. Out-of-warranty incidents not covered by manufacturing defects or device warranty, such as accidental damage, or misuse shall be billed at $120/hour for labor plus parts, up to a maximum of $3,500 per incident.
   3.4. Agency will receive transparent cost estimates before any non-warranty work begins, allowing Agency to approve or decline service.

*"**Greatest innovation** the firefighting industry has seen in 30 years"*

Harold Schapelhouman, Fire Chief
Menlo Park Fire District

QWAKE
TECHNOLOGIES

Pioneer Program

AR For Faster Firefighting

The Platform for coordinated first response

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QWAKE PIONEER PROGRAM | Detail Overview

The Opportunity

The City of Gainesville and Gainesville Fire Department will be put on the map as one of only 10 departments nationwide to test, train, improve, and deploy this revolutionary technology. Working closely together, your thought leadership will help deliver the final version of technology to be used across the fire service for decades to come.

What you Receive as a Pioneer

- **16 C-THRU Navigators**, helmet-mounted augmented reality systems
- **6 additional Power Modules**
- **4 C-THRU Command Consoles**, for real-time video communication
- **Pioneer -16 Accessory Kit**, with helmets, storage, and charging equipment
- **QwakeConnect**, a High-QoS public safety cellular network, software updates, and continued support for all devices
- **On Site Pioneer Training Day**

NAVIGATOR

COMMAND CONSOLE

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QWAKE PIONEER PROGRAM | Quote Overview

The Contract

Qwake looks forward to partnering with the City of Gainesville and Gainesville Fire Department for exciting 3 years. Our goal is to invest alongside you — in training, technology, and outcomes — with clear milestones and deliverables. This ensures both sides are aligned and accountable throughout the Pioneer Program.

Hardware

First Year:
One-time cost of $171,000.00

- **Payment 1** due upon shipment (Net 30)

Connectivity, Software, & Support

Second & Third Year:
Annual cost of $63,800

- FY2026 & FY2027 Budget Request

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QWAKE PIONEER PROGRAM | City of Gainesville Pricing Protections

Pricing & Agreement

Qwake will ensure that the price of the future units purchased under this contract or our first renewal contract, if renewed, will not exceed the lowest unit price of any US agency during the contract period(s).

If the units are not declared operational by the first anniversary of the contract, then year 2 software and support charges shall be waived for each month of delay. This will **NOT** extend the original term of the agreement.

Equipment Refresh Guarantee

At the end of a mutually agreed beta period, City of Gainesville and Gainesville Fire Department will receive a refresh of commercial devices improved by their specific feedback during the Pioneer Program. (Reference: MSPA)

Total Contract Value

$298,600.00 - Custom Pioneer Program Pricing

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QWAKE PIONEER PROGRAM | QwakeConnect

An annual subscription plan to keep your C-THRU fleet connected and protected

LTE Connectivity

- ✓ Secure 4G LTE via Verizon partnership
- ✓ Prioritized Quality of Service (QoS)
- ✓ Real-time telemetry & cloud operations
- ✓ Reliable field connectivity

Software Updates

- ✓ Automatic over-the-air updates
- ✓ Security patches & new features
- ✓ Performance improvements
- ✓ No manual intervention required
- ✓ Optional beta feature access

Repair & Replacement

- ✓ Warranty repairs at no cost
- ✓ 1 full replacement/year per device
- ✓ Accidental damage protection
- ✓ 7-day repair turnaround
- ✓ Shipping included per policy

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QWAKE PIONEER PROGRAM | QwakeConnect

Protection & Repair Coverage

Warranty Repairs

$0

Manufacturing defects covered completely

Accidental Damage

$3,500

Per incident replacement fee

Repair Timeline

7 Days

From receipt to shipment

Warranty Coverage

Full manufacturer defect protection with round-trip shipping

Damage Protection

One full replacement annually for accidental damage

RMA Process

Online initiation with fast 7-day turnaround

Expert Support

Remote troubleshooting and technical assistance

2025 QWAKE TECHNOLOGIES • PROPRIETARY AND CONFIDENTIAL • ALL RIGHTS RESERVED

Pioneer Program Pricing
Quote

Date Issued:	9/10/25
Revised Date	
Quote Expiration:	11/30/2025
Account Number:	
Estimated Effective Date:	11/1/2025
Effective End Date:	10/31/2028
Payment Terms:	As Specified Below
Ship Date:	November 2025

Qwake Technologies, Inc.
14205 N Mo Pac Expy Ste 570
PMB 691758
Austin, Texas 78728-6529 US

Sales Contact
Melanie Dziewit
480.589.9499
Melanie.dziewit@qwake.tech

Bill to		**Ship to**	
Contact Name	The City of Gainesville, GA	**Contact Name**	Brandom Ellis
Agency	Gainesville Fire Department	**Agency**	Gainesville Fire Department
Address	725 Pine Street Gainesville, GA 30503	**Address**	725 Pine Street Gainesville, GA 30503
Phone	770.535.6865	**Phone**	770-534-3612
Email Address	www.gainesville.org	**Email Address**	bellis@gainesvillega.gov

Products		**Units**	**MSRP**	**Extended Price**	**Discount**	**Pioneer Price/Unit**	**Total**	**Comments**
C-THRU Navigator	Augmented Reality system that attaches to a helmet. Box contains 1 Vision Module, 1 Power Module, 1 USB-C charger	16	$8,500.00	$136,000.00	25%	$6,375.00	$102,000.00	
Power Module Only	1 Power Module, 1 USB-C charger	6	$4,000.00	$24,000.00	25%	$3,000.00	$18,000.00	
C-THRU Command Console	Real-time streaming video from C-THRU Navigators, with 2-way visual communication, via QwakeConnect. Box contains 1 Command Console, 1 USB-C charger	4	$7,000.00	$28,000.00	25%	$5,250.00	$21,000.00	
Pioneer-16 Accessory Kit	16 C-THRU ready Cairns 880 helmets, storage and charging support for 3 teams and 1 leader	16	$2,500.00	$40,000.00	25%	$1,875.00	$30,000.00	
Total Hardware Charges							**$171,000.00**	**Full payment due on product shipment(Net 30)**
C-THRU Operations Center Year 1	First year of C-THRU Operations Center free, with your 3-year Pioneer term	1	$30,000.00	$30,000.00	100%	$0.00	$0.00	SW Included in Year 1
QwakeConnect Year 1	First year of QwakeConnect free, with your 3-year Pioneer term	26	$1,300.00	$33,800.00	100%	$0.00	$0.00	Subscription Included in Year 1
Pioneer Onboarding and Training Day	In-person training with Qwake personnel on the safe operation and best practices using your new C-THRU Platform	1	$10,000.00	$10,000.00	100%	$0.00	$0.00	Included in Pioneer Program
Software & Subscription							**$0.00**	**Charges Included Year One**
Total Contract Charges Year One	**Hardware Plus Shipping & Handling**						**$171,745.68**	**Payment Due (Net 30)**
C-THRU Operations Center	Web application for reviewing video from previous incidents, and for managing devices, apparatus, users across the C-THRU Platform - for Medium Department	1	$30,000.00	$60,000.00		$30,000.00	$30,000.00	SW First recurring charge due 1 year after Effective Date
QwakeConnect	Connectivity, updates, and support for each connected device on a secure, high-QoS cell network dedicated to public safety	26	$1,300.00	$67,600.00		$1,300.00	$33,800.00	Subscription First recurring charge due 1 year after Effective Date
Annual Recurring Charges Year Two	**Subscription Services & Software**						**$63,800.00**	**Due Annualy After Effective Date**
C-THRU Operations Center	Web application for reviewing video from previous incidents, and for managing devices, apparatus, users across the C-THRU Platform - for Medium Department	1	$30,000.00	$60,000.00		$30,000.00	$30,000.00	SW First recurring charge due 1 year after Effective Date
QwakeConnect	Connectivity, updates, and support for each connected device on a secure, high-QoS cell network dedicated to public safety	26	$1,300.00	$67,600.00		$1,300.00	$33,800.00	Subscription First recurring charge due 1 year after Effective Date
Software & Subscription Year Three							**$63,800.00**	**Due Annualy After Effective Date**

This Quote is subject to and incorporates by reference the Master Services and Purchasing Agreement entered into between Qwake and the Agency on or about the date hereof (the "Agreement"). All capitalized terms used in this Order Form have the meanings stated in the Agreement, unless stated otherwise.

By signing this Quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this Quote and agrees to be bound by the terms of the Agreement, and (b) it has full power and authority to accept the Agreement and this Quote.

This Quote has been signed by the parties' authorized representatives and is effective as of the date of last signature.

Multi-Year Contract Terms: The total contract value shall not exceed Two Hundred Ninety-Nine Thousand Three Hundred Forty-Five Dollars and Sixty-Eight Cents ($299,345.68) for the three-year Pioneer Program Term. The contract is structured as three annual payments, and any renewal or continuation beyond the three-year term will require a new agreement and updated quote.

Total MSRP	**$429,400.00**
Pioneer Discounted Total	**$298,600.00**
Year One Total	**$171,745.68**
Year Two Total	**$63,800.00**
Year Three Total	**$63,800.00**
Tax	**$0.00**
Shipping	**$745.68**
Total Contract Value	**$299,345.68**

For Agency:

By: _____

Name: _____

Title: _____

Date Signed: _____

For Qwake Technologies, Inc. :

By: _____

Name: _____

Title: _____

Date Signed: _____

NAICS Code: _____

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Angela Sheppard, Deputy City Manager
Item of Business:	GR-2025-07 FY2026 Local Maintenance and Improvement Grant (LMIG)
Meeting Date:	October 7, 2025

Purpose of Request:
To authorize the Public Works Department to prepare and submit the application necessary to apply for and accept the FY2026 Local Maintenance and Improvement Grant Program (LMIG) 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 Sherwood Road, Beechwood Boulevard, West Avenue, Fairview Drive, Main Street, Maple Forge Lane, Dunlap Landing, Piedmont Road, Amberleigh Trace, Hidden Village Way, Watson Place, and Prior Street as meeting the state criteria and will be submitted as part of the LMIG 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: SPLOST VIII**

Finance Comments:

Administrative Comments:

Attachments:
1. GR-2025-07 FY2026 Local Maintenance and Improvement Grant
2. FY2026 LMIG Cover Letter
3. LMIG Application and Certification of Compliance

RESOLUTION GR-2025-07

FY2026 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG)

WHEREAS, the Georgia Department of Transportation has announced the FY2026 Local Maintenance and Improvement Grant (LMIG) Program; and

WHEREAS, the identified grant amount for the City of Gainesville is $554,404.66; and

WHEREAS, the City has identified portions of Sherwood Road, Beechwood Boulevard, West Avenue, Fairview Drive, Main Street, Maple Forge Lane, Dunlap Landing, Piedmont Road, Amberleigh Trace, Hidden Village Way, Watson Place, and Prior Street as meeting the state criteria and will be submitted as part of the LMIG application; and

WHEREAS, the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2026 Street Resurfacing Program.

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, City Manager and/or City Attorney 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 LMIG funding in the amount of $554,404.66.

Adopted this _____ day of October, 2025.

_____

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:

_____

Alisa Grayson, 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* | Abigail Guzman *Ward Four* | Juli Hayes *Ward Five*

October 7, 2025

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

RE: City of Gainesville – Fiscal Year 2026 Local Maintenance and Improvement Grant

Dear Mr. Arnhart:

Please accept this letter as part of the City of Gainesville's application for the Local Maintenance and Improvement Grant (LMIG) for Fiscal Year (FY) 2026. The streets and resurfacing work identified in the project list meet the requirements set forth in the LMIG General Rules and Guidelines. Also, City funds in excess of the 30% match requirement have been approved for this work as part of our FY2026 Capital Improvement Program.

The work approved for FY2023 and FY2024 is complete. The work approved for FY2025 is underway and will be complete by the end of CY2025.

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

PO BOX 2496 GAINESVILLE, GA 30503 P | 770-535-6865 | GAINESVILLE.ORG

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2026

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 (required)**:**

46267

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 (required)**:**

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

Bryan Lackey
_____
Printed Name of Authorized Officer or Agent

City Manager
_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Request from **Tres Hermanos Groceries, LLC** to rezone a 0.57± acre tract located on the east side of Chestnut Street, between High Street and Martin Luther King Jr. Boulevard (a/k/a **819 and 829 Chestnut Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II). **Ward Number Three**. Tax Parcel Number(s): 01-033-002-005 and 006. **Request: Residential townhomes**. • Proposed Rezoning Ordinance 2025-18
Meeting Date:	October 7, 2025

Purpose of Request:
To conduct a public hearing regarding the following zoning request as presented at the September 9, 2025, Planning and Appeals Board meeting.

Facts & Issues / History & Background:
The applicant is proposing to rezone the subject properties to construct seven (7) detached townhomes for rent. The subject property consists of two parcels, of which one is zoned R-II and is undeveloped. The second parcel is zoned H-I and includes a rental home that will be demolished. The parcels will be combined, and one private access road is proposed off Chestnut Street. It is the intent to have the City of Gainesville provide solid waste services. Each unit will be 2 stories in height with 1,200 square feet of heated floor space and 3 bedrooms and 2 ½ baths. Two driveway parking spaces will be provided for each unit and two guest parking spaces are planned within the development. The exterior of the building will consist of a mixture of hardy board and stone accents and architectural shingles. According to the applicant, the development will conform to the requirements of the Midtown Overlay and all building finishes, surface materials, color treatments and exterior details shall be subject to review and approval of the City of Gainesville planning staff.

The properties are located within the Midtown Overlay Zone and the adjacent uses include rental homes, mini-warehouse storage facility, Tres Hermanos grocery store, bakery, commercial/office uses and vacant land.

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

SAMPLE MOTIONS:

Approval of Ordinance 2025-18 :
I move to approve the ordinance to rezone the subject property from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) with six conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:
Rusty Ligon

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Legal Ad
2. PAB Recommendation Report
3. Proposed Rezoning Ordinance 2025-18
4. Location maps
5. Narrative
6. Concept Plan
7. Color Concept Plan
8. Plat
9. Street View Rendering
10. Floor Plan and Elevation

151459 9/10, 17, 24, 10/1

IN THE STATE COURT OF HALL COUNTY
STATE OF GEORGIA
RAINA ROBERTS,
Plaintiff,
V,
JUAN RUIZ AND DIESEL TECH SERVICES, INC.
Defendant.
CIVIL ACTION FILE NO.: FILE NO. 2025SV000112
NOTICE OF PUBLICATION
By Order for Service by Publication dated the 6th day of August 2025, Juan Ruiz, you are hereby notified that on the 25th day of January 2025, the above-named Plaintiff filed suit against you for damages arising from a motor vehicle collision, which occurred on or about October 15, 2024 in Hall County, Gainesville, Georgia.
The Plaintiff alleges that the collision was proximately caused by your negligence and seeks recovery for medical expenses, lost wages, pain and suffering, and other damages as may be proven at trial.
You are required to file with the Clerk of the State Court of Hall County, and to serve upon Plaintiff's attorney, whose name and address is:
Matthew Grossman, Esq.
Morgan & Morgan
11605 Haynes Bridge Road, Suite 490
Alpharetta, GA 30009
an Answer in writing within sixty (60) days of the date of the Order for Service by Publication. WITNESS, the Honorable Judge of the State Court of Hall County, Georgia.
This the 27 day of August, 2025
Mark Pettitt, Clerk
State Court of Hall County
By _
Deputy Clerk
151369 9/10, 17, 24, 10/1

IN THE STATE COURT OF HALL COUNTY
STATE OF GEORGIA
SNUKA GERMAINE,
vs.
Plaintiff,
TEVEN BROCK; THREE STAR FARM, LLC; SWINDELL CATTLE CO., LLC and CHRISTOPHER GARCIA, as tenant of the subject premises.
Defendant.
CIVIL ACTION
FILE NO: 2025SV000734
NOTICE OF PUBLICATION
To: Christopher Garcia
4200 Dunagan Road
Gillsville, GA 30543
You are hereby notified that a complaint seeking damages was filed against you in said Court on April 24, 2025 and that by reason of an order for service of summons by publication entered by the Court on the 15" day of August 2025, you are hereby commanded and required to file with the Clerk of said Court and Serve upon Keith R. Foster, Plaintiffs Attorney, whose address is 1895 Phoenix Boulevard, Suite 110 Atlanta, Georgia 30349, Answer to the Complaint within sixty (60) days of the date of the publication order.
This 4 day of September, 2025.
Clerk of Court
STATE COURT OF HALL COUNTY
Submitted by:
THE FOSTER FIRM LLC
One Crown Center
1895 Phoenix Blvd., Suite 110
Atlanta, Georgia 30349
Office: (404) 559-8325
Fax: (404) 559-8335
Email: kfoster@tfflaw.net
151583 9/17, 24, 10/1, 8

You are hereby notified , in accordance with OCGA 40-11-19 (a)(2), that the above referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lied for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. These vehicles are currently located at 4096 (A) Chamblee Road Oakwood, GA 30566.
2019 YAMAHA YZF R6 JYARJ28E8KA003981,
2024 KAWASAKI Z125 PRO JKABRRJ1XRDA30622,
2018 SUBARU CROSSTREK JF2GTAAC7JG258837,
2015 MERCEDES-BENZ GLK WDCGGSHB4FG438981,
2014 JEEP GRAND CHEROKEE 1C4RJFBG93C441102,
2017 FIAT S00X ZBFCFXDB0HP587838
151466 9/10, 17

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Child: Ariah Kaylen Jaramillo Avery Smallwood, Petitioner
v.
Miguel Caballero-Jaramillo. Respondent
Civil Action File No. 2025CV001549CGB
NOTICE OF FILING A PETITION TO CHANGE NAME OF MINOR CHILD
A petition was filed in the Superior Court of Hall County on August 28, 2025, to change the name of the following minor child:
From: Ariah Kaylen Jaramillo
Proposed New Name: Ariah Kaylen Smallwood
Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA sec. 19-12-1(f)(2) and (3).
Dated July 15, 2025
Avery Smallwood, Petitioner, Pro se
Name: Avery Smallwood
Name: 4821 Chestnut Mountain Cir Flowery Branch, GA 30542
Phone: 678-409-7832
Email: arriagadaavery@gmail.com
151368 9/10, 17, 24, 10/1

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Whitlow, Julia Ann, Petitioner.
Civil Action File No. 2025CV001503
NOTICE OF PETITION TO CHANGE NAME
An action was filed in the Superior Court of Hall County on August 18, 2025, to change the Petitioner's name as follows:
Petitioner:
Julia Ann Whitlow
Desired New Name:
Julia Ann Wordcraft
Any interested party has the right to appear in this case file objection before the final judgment is ordered in this case.
Dated: 08/18/25
/s/Julia Ann Whitlow
Name: Julia Ann Whitlow
Address: 250 John W Morrow Jr Pkwy STE 121 Gainesville, GA 30501
Phone: 678-790-5612
Email: juliawhitlow.bestbuy@gmail.com
151244 9/3, 10, 17, 24

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Johnathan Alexis Patino, Petitioner
Civil Action Case NO. 2025CV001520BCO
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 22nd, 2025, to change Petitioner's name from Johnathan Alexis Patino to Jonathan Del Toro Patino
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: 22 August, 2025
/s/ Johnathan Alexis Patino
Name: Johnathan Alexis Patino
Address: 3315 Abbey Way, Gainesville, Ga 30507
Phone: 678-936-7658
Email: johnath/anpatino@proton.me
151407 9/10, 17, 24, 10/2

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of:
Martiesa Danielle Riley, Petitioner.
Civil Action Case No. 2025CV001545JGB
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 27th, 2025, to change Petitioner's name from Martiesa Danielle Riley to Martiesa Raven Tsungiten-Osi
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: August 27th, 2025
Martiesa Danielle Riley, Pro se
Name: Martiesa Danielle Riley
Address: 700 Washington St. NW, APT 820 Gainesville, GA 30501
Phone: 770-539-2198
Email: martiesa_riley@yahoo.com
151424 9/10, 17, 24, 10/1

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of:
Joshua Morgan Hawkins, Petitioner.
Civil Action Case No. 2025CV001477
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 18th, 2025, to change Petitioner's name from Joshua Morgan Hawkins to Joshua Morgan Champion
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: August 27th, 2025
Joshua Morgan Hawkins, Pro se
Name: Joshua Morgan Hawkins
Address: 3620 Mountain View Rd Gainesville, GA 30504-5716
Phone: 470-824-4141
Email: championjoshua71@gmail.com
151446 9/10, 17, 24, 10/3

IN THE SUPERIOR COURT OF HALL, STATE OF GEORGIA, IN RE: CIVIL ACTION FILE NO. 2025CV001562.
NOTICE OF PETITION TO CHANGE NAME//
Notice is hereby given that Holly Philyaw Brannon, filed a petition to the Superior Court of Hall County, Georgia on the 2nd day of September, 2025, praying to change her name from Holly Philyaw Brannon to Holly Wilson Philyaw. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said petition. This 2 nd day of September, 2018.
Christopher D. Elrod,
Attorney for Petitioner, 4209 Oakwood Road, Suite 12, Oakwood, Georgia 30566.
151417 9/10, 17, 24, 10/1

Public Hearings

NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on Monday, October 20, 2025 to consider the following:
1. 3568 Lakeview Drive | Variance to Section 4.3 | to reduce the minimum yards | on a 0.28± acre tract located on the east side of Lakeview Drive approximately 475 feet from its intersection with Pinecrest Drive | Zoned R-1; Tax Parcel 09103A002073 | **Proposed Use: Accessory building** | * Commission District 3 | **Leslie Moore, applicant**
2. (A) 221 Highland Terrace | Variance to Section 5.5 | to reduce the minimum yards | on a 0.34± acre tract located on the west side of Highland Terrace approximately 125 feet from its intersection with West Highland Drive | Zoned I-1; Tax Parcel 00128 002009B | **Proposed Use: Bring existing structure into compliance** | * Commission District 4 | **Generacion De Fe, applicant**
(B) 221 Highland Terrace | Variance to Section 8.1 | to reduce the required parking | on a 0.34± acre tract located on the west side of Highland Terrace approximately 125 feet from its intersection with West Highland Drive | Zoned I-1; Tax Parcel 00128 002009B | **Proposed Use: Place of worship** | * Commission District 4 | **Generacion De Fe, applicant**
3. 2363 Whippoorwill Lane | Variance to section 4.3 | to reduce the minimum yards | on a 0.14± acre tract located on the west side of Whippoorwill Lane approximately 835 feet from its intersection with Sportsman Club Rd | Zoned R-1; Tax Parcel 00109A000029 | **Proposed Use: Residential addition** | * Commission District 4 | **Thomas Ryan & Vicki Beddingfield, applicant**
4. 6421 Honeysuckle Lane | Variance to section 6.1.6 | to reduce the minimum yards | on a 0.42± acre tract located on the east side of Honeysuckle Lane at its intersection with Cherrywood Trail | Zoned PRD; Tax Parcel 10011D000045 | **Proposed Use: Single-family residence** | * Commission District 2 | **EcoStar Modular LLC, J. Allen Watterson, applicant**
5. 3271 & 3270 Buffington Farm Road | Special Use | to amend conditions | on a 55.54± acre tract located on the east and west sides of Buffington Farm Road approximately 520 feet from its intersection with Water Lily Drive | Zoned PRD & AR-1; Tax Parcels 09106 000001A & 09106 000005 | **Proposed Use: Residential subdivision** | ** Commission District 3 | Rochester | **DCCM, applicant**
NOTE: In accordance with Georgia law, anyone who
(a) wishes to express opposition to the proposed rezoning and
(b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating $250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior on the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.
151793 9/17

NOTICE is hereby given that the **Hall County Board of Commissioners** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 6:00 p.m. on **Thursday, October 23, 2025,** to consider the following:
1. 3847 Woodlane Way | Variance to section 3.2 | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**
2. (A) 6756 Spout Springs Road | Variance to section 7.8.3 | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**
(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**
3. 3400 & 3600 Lanier Waterside Drive | Conditional Use | on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**
4. 5481 & 5489 Technology Parkway | Special Use | amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot|** ** Commission District 1 | **Top-End Motor Storage, LLC., applicant**
5. 4797 Plainview Road | Rezone | from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sales |** ** Commission District 1 | **LJA Engineering, Inc., applicant**
6. 5019 Cagle Mill Road | Rezone | from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
7. 4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use | to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
8. (A) 2400 Okelly Road | Rezone | from Planned Industrial Development (PID) to Light Industrial (I1) | on a 119± acre portion of a tract located on the northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | ** Commission District 3 | **Project Turbo, LLC, applicant**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on the northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | ** Commission District 3 | **Project Turbo, LLC, applicant**
9. (A) 5800 Lanier Islands Parkway | Rezone | from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | Proposed use: Uses permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC, applicant**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC, applicant**
NOTE: In accordance with Georgia law, anyone who
(a) wishes to express opposition to the proposed rezoning and
(b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating $250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
* Unless appealed to the Board of Commissioners within 30 days, the Planning Commission's decision will be the final action taken. If appealed, the appeal will be heard by the Board of Commissioners on **Thursday, October 23, 2025, at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
** The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision.
151794 9/17

NOTICE OF PUBLIC HEARING
The Planning Commission of the City of Lula will hear the following requests during the Planning Commission meeting on Tuesday, October 7, 2025 that begins at 6:00 PM at City Hall, 6055 Main Street, Lula, and the Council of the City of Lula will hear the same requests during the Council meeting on Monday, October 20, 2025 that begins at 7:00 PM at the same location.
Property located at 6150 Athens Street, Lula; Hall County Tax Parcel 09071 002026.
The Revive Land Group, LLC seeks to rezone the property that consists of 32.506 acres from Agricultural (A) to Planned Residential Development (PRD) to develop up to 100 lots and amenities consisting of trails, a park, a community area, a pool, a cabana, and a dog park and seeks variances to 1) reduce the side setback from 10 feet to 7.5 feet and 2) encroach upon the exterior perimeter buffer to grade and replant the buffer.
All interested parties are invited to attend and be heard.
If you have questions or comments regarding this application or need special accommodations, then please contact Frank Etheridge, City Manager, at City Hall.
If you speak regarding this application, then you must complete a Campaign Disclosure form if you have made campaign contributions in the amount of $250.00 or more to any member of the Council within two years of the date of the public hearing.
151578 9/10, 9/17

The Buford City Commission will hold a public hearing on Monday, October 6, 2025 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a zoning modification at 112 Holiday Road from zoning conditions of #Z-23-07 approved by City Commission on March 6, 2023. The applicant is Jacob Hand. The zoning modification is to modify condition #9 to eliminate road improvements including curb and gutter and 5-foot sidewalk along Holiday Road.
151696 9/17, 24, 10/1

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP
Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, October 7, 2025 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from **Tres Hermanos Groceries, LLC** to rezone a 0.57± acre tract located on the east side of Chestnut Street, between High Street and Martin Luther King Jr. Boulevard (a/k/a **819 and 829 Chestnut Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 01-033-002-005
Request: Residential townhomes
2) Request from **Naveed Tharwani** to rezone a 0.182± acre tract located on the west side of Green Street and the east side of Thompson Bridge Road (a/k/a **925 Green Street, NE**), from Neighborhood Business (N-B) to Planned Unit Development (P-U-D).
Ward Number: Two
Tax Parcel Number(s): 01-068-001-005
Request: Mixed-use building
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.
NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and hasmade, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with thePlanning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA §36-67A-3 3 {c})
151787 9/17

Public Sales/Auctions

Extra Space Storage will hold a public auction to sell

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... Tres Hermanos Groceries, LLC
Location..... 819 and 829 Chestnut Street, SE
Request..... Rezone to from R-II & H-I to R-II
Total Acres ..... 0.57± acre
Ward..... Three
Proposed Use..... Residential townhomes
Planning Division Staff Recommendation ..... **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... September 9, 2025

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

The applicant is proposing to rezone the subject properties to construct seven (7) townhome-style apartments that will be for rent. The subject property consists of two parcels, of which one is zoned Residential-II (R-II) and the second parcel is zoned Heavy Industrial (H-I). Both parcels previously contained single-family rental homes that were demolished. The parcels will be combined, and one private access road with 5-foot wide sidewalks is proposed off Chestnut Street. A bio-retention pond or detention pond is planned within the property adjacent to Chestnut Street which is required to be designed as a landscape feature. It is the intent to have the City of Gainesville provide solid waste services. The property owner will be responsible for providing maintenance for the entire site.

The detached units will be 2 stories in height with 1,302± square feet of heated floor space and 3 bedrooms and 2 ½ baths. There will be two driveway parking spaces beside each unit and a total of two guest parking spaces will be provided. The exterior of the building will consist of a mixture of hardy board with standing seam metal pitched roofs and a front porch. According to the applicant, the development will conform to the requirements of the Midtown Overlay Zone, and all building finishes, surface materials, color treatments and exterior details shall be subject to review and approval of the City of Gainesville planning staff.

Adjacent Land Use and Zoning

Location	Use	Zoning
North	Two-family (duplex) homes	Residential-II (R-II)
South	Single-family homes	Heavy Industrial (H-I)
East	Mini storage, Church and Vacant land	General Business (G-B)
West	Grocery Store, Bakery, Retail strip center	Heavy Industrial (H-I)

Other nearby uses include the Gainesville Department of Community Supervision field office, Chastain Janitorial Supply and Central Baptist Church.

- ***Other Departmental Comments***

There were no departmental comments for this request.

- ***Zoning History***

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

2023- A request by Greg Loyd to rezone a 0.397± acre tract located at 812 Dixie Street from General Business (G-B) to Residential-II (R-II) for four condominium units was approved with conditions.

2023 – A request by the City of Gainesville to annex a 1.866± acres tract with a zoning of Heavy Industrial (H-I) located at 1200 and 1204 Marler Street was approved for Water Resources water/sewer services.

2021 – A request by Koch Foods of Gainesville, LLC to rezone 0.55± acre tract from Residential-II (R-II) to Heavy Industrial (H-I) located at 911, 913 and 919 Davis Street, SW was conditionally approved to expand the existing poultry processing plant.

2020- A request by the City of Gainesville to rezone 39.0± acres consisting of 25 properties located within Midtown Gainesville from Heavy Industrial (H-I), Light Industrial (L-I), General Business (G-B), Residential-II (R-II) to Office and Institutional (O-I) for existing uses was approved.

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

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

2020- A request by 1779 Property Rentals, LLC to rezone a 3.68± acres tract located at 310, 316 & 430 High Street; 1779 Martin Luther King Jr. Boulevard from Residential-II (R-II), Planned Unit Development (P-U-D) and Heavy Industrial (H-I) to Light Industrial (L-I) for the expansion of an existing industrial pipe and supply business was approved with conditions.

- ***Staff Analysis***

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

The surrounding properties include a mixture of uses such as single-family, multi-family, office, institutional, commercial and light industry. The purpose of the request is to combine the properties and bring them under one zoning classification and to provide housing options.

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

The proposed townhome-style apartments conform with the adjacent and nearby residential properties. The proposed residential units appear to be of good quality and will provide another housing option within Midland Gainesville.

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

It is the staff's opinion the proposal is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Downtown Mixed-Use category,* which is similar to General Mixed-Use, but at a higher intensity. This includes areas containing predominantly retail uses and other higher density residential uses featuring a mix of traditional and contemporary architectural styles. Residential above ground-floor retail or offices uses are also encouraged.

According to the Character Area map for the City of Gainesville, the subject property is located within the Midland subarea of the *Central Core* Character Area, which is the historic heart of Gainesville, centered on the square and extending to the east, west and south. The vision for this area is to continue to evolve as the symbolic heart of the city and should strive for a more sustainable mixture of uses. Recent and ongoing public improvements Downtown and Midland have begun a long-term transition to more diverse land uses and redevelopment opportunities. The appropriate land uses in this Character Area include Parks and recreation, Higher density single-family residential, multi-family residential, General mixed-use, Downtown mixed-use, Commercial, Public and institutional.

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

The R-II zoned portion of property can currently be developed for any type of residential use. In addition to office, commercial, light industrial and heavy industrial uses, the H-I zoned portion of property could be developed for single-family, two-family, fee-simple townhomes and residential condominiums, which are both allowed by right in the Midtown Overlay Zone regardless of the zoning district. Rezoning the H-I portion of property to R-II would bring the use into better conformity with most of the adjacent properties and allow for better design standards.

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

The change from H-I zoning to R-II zoning should not substantially affect public facilities or services.

There is sufficient existing water and sewer capacity that can serve the proposed development. The Gainesville Fire and Police Departments currently respond to adjacent and nearby properties and Gainesville Fire Station #1 is approximately 0.54± mile from the subject property.

The proposal will slightly increase ingress and egress traffic movements along Chestnut Street. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the duplex apartments on average could generate 41± new trips per day, 5± A.M. and 5± P.M. peak hour trips.

The impact on the City School System should be minimal given the school bus route currently serves the area, and the development is small in scale.

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

It is staff's opinion the proposed residential use appears to be consistent with existing and expected uses of the Future Land Use Map and Character Area Map, and is within the appropriate density range of 12 du/ac. The surrounding uses consist of older single-family, duplex, multi-family, commercial and light industrial properties.

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

Based on the subject property's proximity within the city limits and to other residential properties, the proposed rezoning request with the recommended zoning conditions appears to promote a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this rezoning request with **Residential-II (R-II)** zoning, based on the Comprehensive Plan and the adjacent residential land uses.

Conditions

1. **The proposed development shall be consistent with the revised concept plan and architectural renderings provided with this application dated 9/1/2025. In addition, all roof structures shall be constructed with architectural shingles or standing seam metal, and the front and sides of each residential unit shall be constructed with a minimum 3-foot-high architectural watermark of brick or stone materials, subject to the approval of the Community and Economic Development Department Director.**
2. **The front yards shall be sodded with grass. In addition, there shall be a minimum of one, 3-inch caliper size hardwood tree per residential unit.**
3. **An updated as-built survey/plat showing all improvements to the property shall be required upon an occupancy permit being issued.**
4. **The individual garbage containers shall be stored in a manner so as not to be visible from the proposed residential units, adjoining properties, roads, and parking areas subject to the approval of the Community and Economic Development Director.**
5. **The proposed detention pond or bio-retention pond shall be landscaped to mitigate the view from all roads and adjacent properties subject to the approval of the Community and Economic Development Director.**
6. **The property owner or a property manager shall be responsible for the regular maintenance of the entire property.**

Excerpts from the September 9, 2025 PAB Meeting Minutes

Applicant Presentation: Osill A. Hermanos, 819-829 Chestnut Street, advised he is the son of the applicant and have addressed concerns from the previous meeting including changes of the exterior of the building along with a traditional roof added. He stated a window was added to be symmetrical per the request of Mr. Ligon. Also, he stated the driveway will be completely paved and a screened area added for trash bins. Mr. Hermanos advised all yard maintenance will be done by the property owner.

Deputy Tate spoke about the water table being changed and will be 3 feet with four sides instead of three.

FAVOR: None

OPPOSE: None

Board Comments: **Board Member Fleming** asked for clarification on the property maintenance and advised the property owner will be responsible for all maintenance including the detention pond.

Board Member Young asked for condition four be amended to include the garbage containers stored behind each residential unit and screened with a privacy fence.

There was a motion to recommend conditional approval to rezone the subject property for residential townhomes from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) with the following conditions:

Conditions

1. **The proposed development shall be consistent with the revised concept plan and architectural renderings provided with this application dated 9/1/2025. In addition, all roof structures shall be constructed with architectural shingles or standing seam metal, and the front, sides and rear of each residential unit shall be constructed with a minimum 3-foot-high architectural watermark of brick or stone materials, subject to the approval of the Community and Economic Development Department Director.**
2. **The front yards shall be sodded with grass. In addition, there shall be a minimum of one, 3-inch caliper size hardwood tree per residential unit.**
3. **An updated as-built survey/plat showing all improvements to the property shall be required upon an occupancy permit being issued.**
4. **The individual garbage containers shall be stored behind each residential unit and screened by a privacy fence in a manner so as not to be visible from the proposed residential units, adjoining properties, roads, and parking areas subject to the approval of the Community and Economic Development Director.**
5. **The proposed detention pond or bio-retention pond shall be landscaped to mitigate the view from all roads and adjacent properties subject to the approval of the Community and Economic Development Director.**
6. **The property owner or a property manager shall be responsible for the regular maintenance of the entire property.**

Motion made by Board Member Young
Motion seconded by Board Member Martin
Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2025-18

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 0.57± ACRE TRACT LOCATED ON THE EAST SIDE OF CHESTNUT STREET, BETWEEN HIGH STREET AND MARTIN LUTHER KING JR. BOULEVARD (A/K/A 819 AND 829 CHESTNUT STREET, SE) FROM RESIDENTIAL-II (R-II) AND HEAVY INDUSTRIAL (H-I) TO RESIDENTIAL-II WITH CONDITIONS (R-II-C); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential-II, with conditions (R-II-c)**.

Conditions

1. **The proposed development shall be consistent with the revised concept plan and architectural renderings provided with this application dated 9/1/2025. In addition, all roof structures shall be constructed with architectural shingles or standing seam metal, and the front, sides and rear of each residential unit shall be constructed with a minimum 3-foot-high architectural watermark of brick or stone materials, subject to the approval of the Community and Economic Development Department Director.**
2. **The front yards shall be sodded with grass. In addition, there shall be a minimum of one, 3-inch caliper size hardwood tree per residential unit.**
3. **An updated as-built survey/plat showing all improvements to the property shall be required upon an occupancy permit being issued.**
4. **The individual garbage containers shall be stored behind each residential unit and screened by a privacy fence in a manner so as not to be visible from the proposed residential units, adjoining properties, roads, and parking areas subject to the approval of the Community and Economic Development Director.**
5. **The proposed detention pond or bio-retention pond shall be landscaped to mitigate the view from all roads and adjacent properties subject to the approval of the Community and Economic Development Director.**
6. **The property owner or a property manager shall be responsible for the regular maintenance of the entire property.**

Legal Description

All that tract of parcel of land lying in Land Lot 149, 9th Land District, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Tres Hermanos Groceries, LLC, dated August 28th, 2023 and being more particularly described as follows:

Commencing at a PK Nail found at the centerline intersection of Martin Luther King Jr. Boulevard (50' wide right-of-way) & Chestnut Street (40' wide right-of-way), located at Georgia State Plane Coordinate Northing 1561255.11, Easting 2401527.48, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 22 degrees 36 minutes 11 seconds West for a distance of 143.97 feet to a ½" rebar pin set on the Northeasterly right-of-way line of said Chestnut Street and said point being the TRUE POINT OF BEGINNING.

Thence following the Northeasterly right-of-way line of said Chestnut Street the following courses:

Thence North 31 degrees 02 minutes 26 seconds West for a distance of 78.51 feet to a point; Thence North 31 degrees 02 minutes 26 seconds West for a distance of 68.19 feet to a point; Thence North 31 degrees 02 minutes 26 seconds West for a distance of 2.86 feet to a point;

Thence leaving said Chestnut Street the following courses:

Thence North 59 degrees 45 minutes 58 seconds East for a distance of 164.47 feet to a point; Thence North 59 degrees 45 minutes 58 seconds East for a distance of 6.51 feet to a ½" open top pin found; Thence South 30 degrees 11 minutes 28 seconds East for a distance of 70.54 feet to a ½" rebar pin set; Thence South 59 degrees 39 minutes 16 seconds West for a distance of 3.90 feet to a 3/8" rebar pin found (bent, held base); Thence South 30 degrees 18 minutes 14 seconds East for a distance of 80.00 feet to a ½" rebar pin set; Thence South 60 degrees 06 minutes 50 seconds West for a distance of 165.02 feet to a ½" rebar pin set and said point being the POINT OF BEGINNING.

Said property contains 0.578 acres more or less.

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

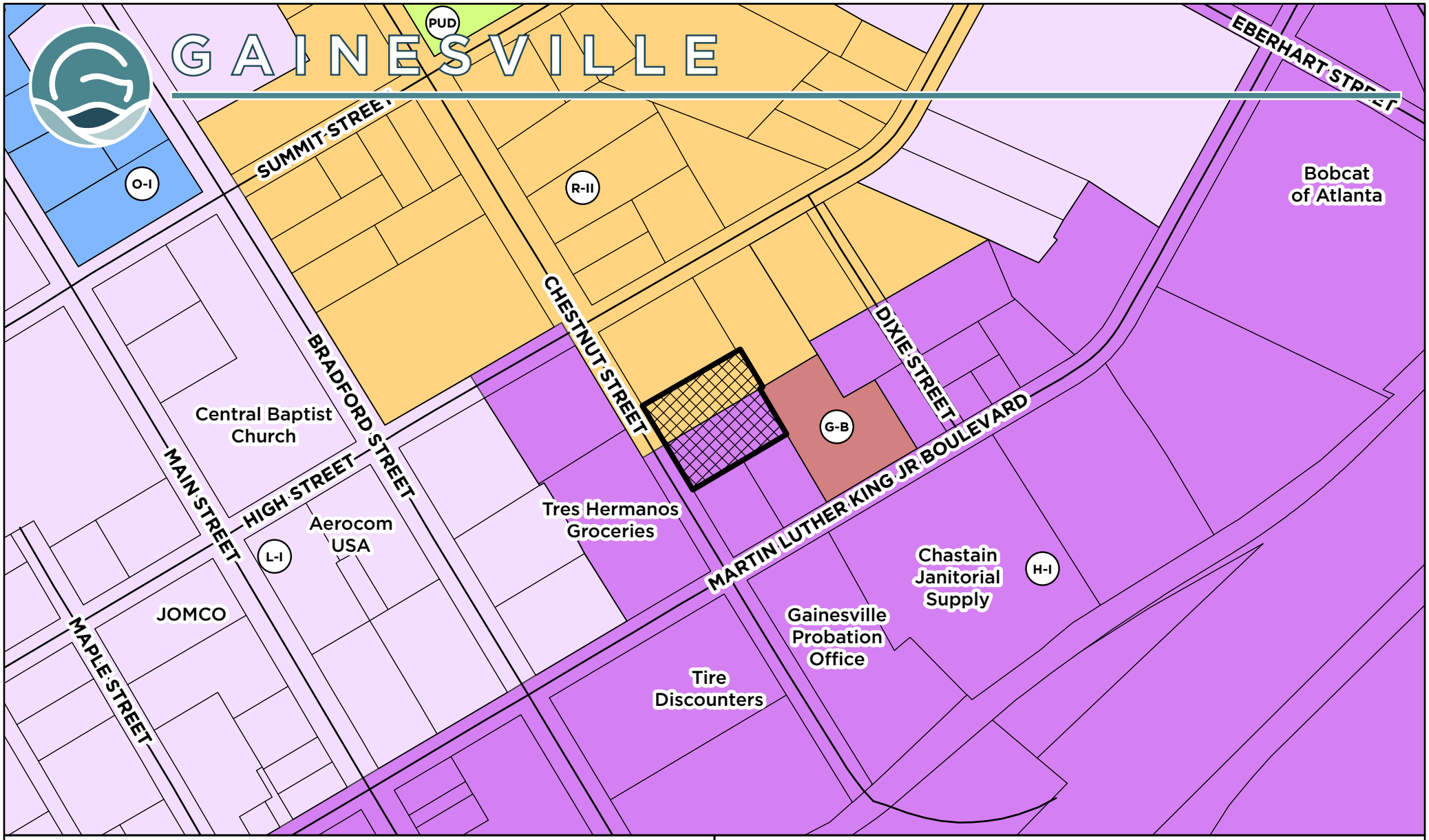
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

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:

Alisa Grayson, City Clerk



Applicant: **TRES HERMANOS GROCERIES, LLC**

REZONING REQUEST

Request:
Rezone +/- 0.57 AC from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for residential townhomes.

Subject Property Address:
819 & 829 Chesnut Street, SE

Tax Parcel:
01-033-002-005
01-033-002-006

Subject Property

Meeting Date: 08/12/2025

Map Prepared: 07/10/2025

0 100 200 300 400 Feet

Scale: 1" = 200'

N W E S

Applicant: **TRES HERMANOS GROCERIES, LLC**

REZONING REQUEST

Request:
Rezone +/- 0.57 AC from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for residential townhomes.

Subject Property Address:
819 & 829 Chesnut Street, SE

Tax Parcel:
01-033-002-005
01-033-002-006

Subject Property

Aerial from 2023

Meeting Date: 08/12/2025

Map Prepared: 07/10/2025

0 100 200 300 400 Feet

Scale: 1" = 200'

N W E S

Rezoning Narrative Report

Chestnut Street Townhomes

Developer: Tres Hermanos Groceries LLC
838 Chestnut St. SE
Gainesville, GA 30501

9/09/2025

Chestnut Street Townhomes

Purpose

This narrative is in support of the rezoning of lots 819 and 829 Chestnut St. in the City of Gainesville. Tract 819 is currently zoned R-II, tract 829 is zoned H-I. The applicant wishes to construct a for rent townhome development on the combined tracts and since H-I zoning doesn't intrinsically allow townhomes the owner would like to rezone it to R-II. The townhome development will adhere to all City of Gainesville ordinances. The total of the combined tracts is 0.57 acres.

It is understood that land use shown herein will not change, and only 7 units will be constructed. The buildings and development will conform to City of Gainesville Midtown Overlay District requirements. The project will be served by City of Gainesville water and sewer.

One private road will provide access to the project. The private road layout and design has been vetted by Gainesville Public Works and by the Fire Department.

Site Characteristics

The combined tracts currently have scrub vegetation and a few isolated trees growing on them. Tract 819 is vacant, but there is an existing residential home on tract 829. This house will be demolished. Topographically, the site elevation drops approximately 4' from the southeastern corner to the northwestern corner.

During an on-site investigation, no apparent rock or wetland areas were visible. There do not appear to be any state waters associated with the property but all City, State and Federal regulations governing state waters and wetlands will be adhered to if required.

Access to the property will be from Chestnut Street. Two-track driveways will serve each unit. The driveways will be constructed using pavers to

reduce the impervious footprint for aesthetic and storm water infiltration purposes.

Water is provided by the City of Gainesville. The nearest fire hydrant appears to be at the intersection of Chestnut St. and Martin Luther King Jr. Blvd..

Cultural Requirements

The subject acreage is in Gainesville, Georgia and consists of 2 tracts which will be combined. Tract 819 is currently zoned R-II and tract 829 is zoned H-1 (as confirmed by the City of Gainesville Planning Department). The owner proposes to rezone tract 829 to R-II and combine both tracts for development of residential townhomes.

The required building setbacks for R-II zoning within the Midtown Overlay district are 50’ maximum to 15’ minimum for the front setback off Chestnut Street; 20' from the side property lines; and 20' from the rear property line. The development will conform to these existing setbacks. The buildings will be set at 15’ for the front setback.

A 10’ landscape strip is required along the property frontage.

Proposed Land Use

The subject property is bordered on the southeast and southwest by H-I zoned properties, by G-B zones property to the northeast and by a R-II tract to the northwest.

The proposed townhome units will be two story, 21’ x 31’ with a total of 1,302 s.f. each. Units will have 3 bedrooms and 2.5 baths.

Midtown Overlay District Requirements

The development will observe all the Midtown Overlay District requirements as per City of Gainesville ordinances.

Street trees will be planted within the landscape strip fronting Chestnut Street.

Architecture -

Architectural styles shall conform to requirements of the Midtown Overlay District regulations, as depicted on the revised architectural rendering.

All building finishes, surface materials, color treatments and exterior details shall be subject to review and approval of the City of Gainesville Planning Department and Building Department staff.

Parking -

Parking requirements are based on 2 spaces per unit and 0.2 spaces per unit for visitors. The development will meet these parking requirements. Parking for residents will be in the two track driveways. Parking for visitors will be within 2 spaces to the right of the entrance and on the street if needed. An accessible concrete sidewalk will parallel the street on both sides.

Landscaping -

For the purpose of this application, City of Gainesville Tree Protection and Replacement and Landscape Ordinances shall be met.

No vegetative buffers are required.

Tree Protection shall adhere to City of Gainesville applicable ordinances. Trees planted or retained shall count towards overall tree density unit requirements. Tree fencing and protection requirements shall be put into place and maintained as per the City's Tree Ordinance. The storm water facilities will be screened with landscape plants.

Infrastructure Improvements -

Water will be provided by the City of Gainesville.

All utilities, including but not limited to water, power, gas, cable, and telephone, will be underground and meet all applicable standards, and will be installed per regulatory standards in common trenches or conduit after curbing is installed but before driveway or sidewalk construction.

Grading & Erosion Control: Construction of the project will abide by the Georgia Manual of Erosion and Sediment Control, latest edition. All applicable Best Management Practices will be used. The project will be developed in accordance with all local, state, and federal regulations, with erosion and sediment control designed specifically for the clearing and grubbing phase, the grading phase, and the stabilization phase.

BMP's and storm water management facilities will be in place and operating as construction proceeds, and inspected and maintained as per all applicable ordinances.

All applicable local, state and Federal erosion and sediment control and stormwater management regulations shall be adhered to.

Low Impact Development practices, such as infiltration swales and bio-retention areas, may be used where practical. These practices serve duel purposes - storm water management and aesthetic appeal. Underground detention is not practical because there is not enough site elevation for water to drain.

Where Low Impact Development practices are not enough to mitigate storm water impacts, conventional detention ponds meeting all City of Gainesville standards may need to be used within the project. If required, the intent is to keep these ponds small, and buffered by vegetation, for a lesser visual impact.

Signage -

One sign would be constructed at the entrance to the development and would meet all current City of Gainesville signage standards. The sign is not planned to be lighted.

All signage, hardscape materials and planting will be subject to review and approval by City of Gainesville planning staff.

The sign area itself will not include any accompanying walls or fencing, except for that portion of a wall that might include the sign facing materials.

Mail -

Mail will be delivered to a mail kiosk located to the left of the entrance driveway at the intersection with Chestnut Street.

Solid Waste -

Solid waste pick-up will be provided by the City of Gainesville. The individual trash receptacles will be located at each unit and properly screened. The individual trash receptacles will be required to be rolled to a centralized location for pick-up. Further coordination is required with the Gainesville Solid Waste Department to determine the exact pick-up location near Chestnut Street.

Property Management -

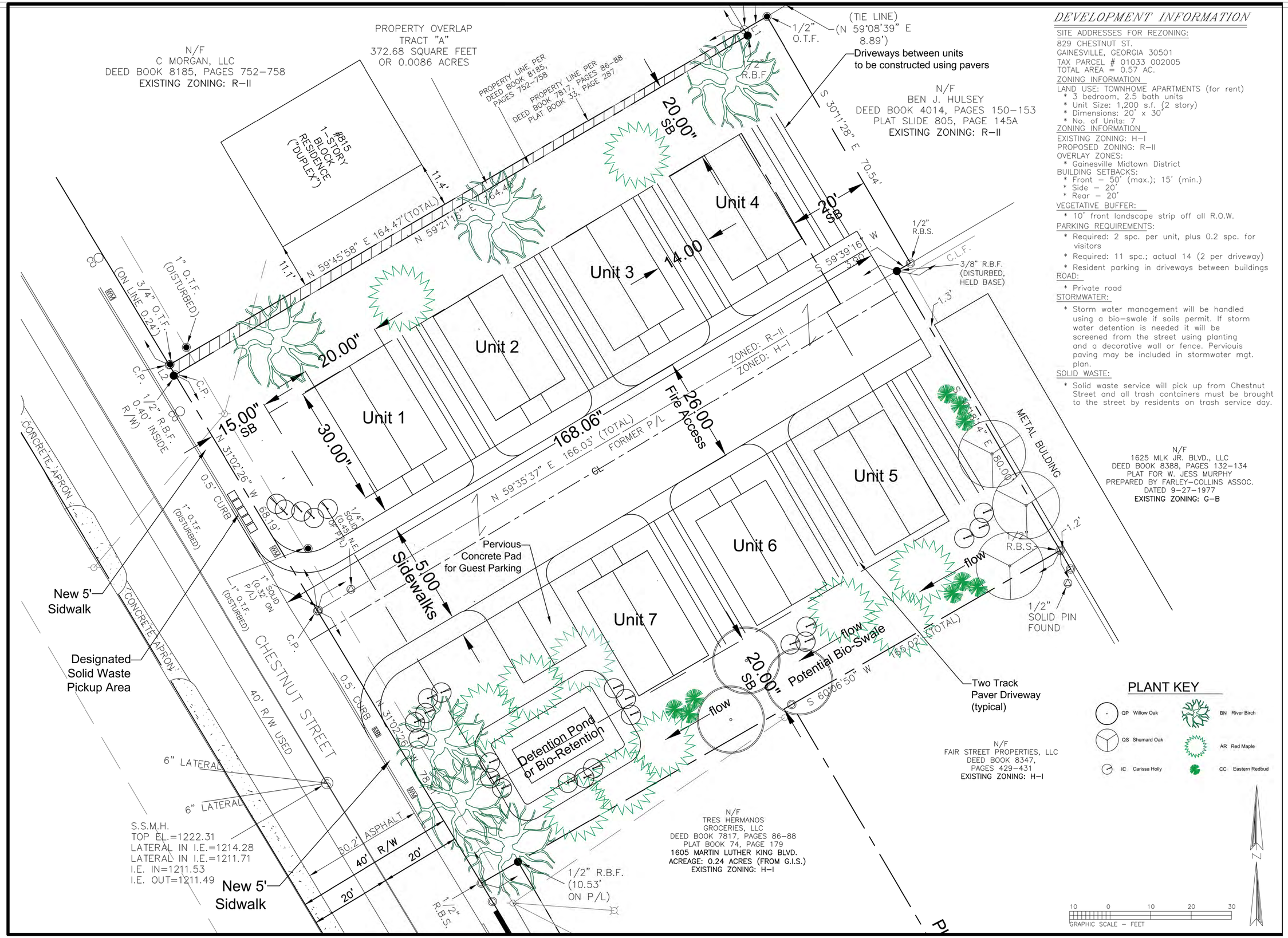
The entire property and individual units will be maintained by the property owner Tres Hermanos Groceries LLC.

Attachments:

- City of Gainesville Zoning Application
- Concept Plan
- Plat
- Legal Description
- Building Elevations

Drawings are intellectual property of Visual Building Plans (Darren Smith) and are protected by copyright laws. Do not use without written permission from Visual Building Plans

To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. VISUAL BUILDING PLANS is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.



DEVELOPMENT INFORMATION

SITE ADDRESSES FOR REZONING:
829 CHESTNUT ST.
GAINESVILLE, GEORGIA 30501
TAX PARCEL # 01033 002005
TOTAL AREA = 0.57 AC.

ZONING INFORMATION
LAND USE: TOWNHOME APARTMENTS (for rent)
* 3 bedroom, 2.5 bath units
* Unit Size: 1,200 s.f. (2 story)
* Dimensions: 20' x 30'
* No. of Units: 7

ZONING INFORMATION
EXISTING ZONING: H–I
PROPOSED ZONING: R–II
OVERLAY ZONES:
* Gainesville Midtown District

BUILDING SETBACKS:
* Front – 50' (max.); 15' (min.)
* Side – 20'
* Rear – 20'

VEGETATIVE BUFFER:
* 10' front landscape strip off all R.O.W.

PARKING REQUIREMENTS:
* Required: 2 spc. per unit, plus 0.2 spc. for visitors
* Required: 11 spc.; actual 14 (2 per driveway)
* Resident parking in driveways between buildings

ROAD:
* Private road

STORMWATER:
* Storm water management will be handled using a bio–swale if soils permit. If storm water detention is needed it will be screened from the street using planting and a decorative wall or fence. Pervious paving may be included in stormwater mgt. plan.

SOLID WASTE:
* Solid waste service will pick up from Chestnut Street and all trash containers must be brought to the street by residents on trash service day.

Released For Construction 4-02-25

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Existing
SITE PLAN

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/1/2025

SCALE:
1/4" = 1'-0" UNLESS NOTED OTHERWISE

SHEET:
2

DEVELOPMENT INFORMATION

SITE ADDRESSES FOR REZONING:
829 CHESTNUT ST.
GAINESVILLE, GEORGIA 30501
TAX PARCEL # 01033 002005
TOTAL AREA = 0.57 AC.

ZONING INFORMATION
LAND USE: TOWNHOME APARTMENTS (for rent)
* 3 bedroom, 2.5 bath units
* Unit Size: 3,102 s.f. (2 story)
* Dimensions: 21' x 31'
* No. of Units: 7

ZONING INFORMATION
EXISTING ZONING: H–I
PROPOSED ZONING: R–II
OVERLAY ZONES:
* Gainesville Midtown District

BUILDING SETBACKS:
* Front – 50' (max.); 15' (min.)
* Side – 20'
* Rear – 20'

VEGETATIVE BUFFER:
* 10' front landscape strip off all R.O.W.

PARKING REQUIREMENTS:
* Required: 2 spc. per unit, plus 0.2 spc. for visitors
* Required: 11 spc.; actual 14 (2 per driveway)
* Resident parking in driveways between buildings

ROAD:
* Private road

DOMESTIC WATER & SEWER:
* Project will be on City of Gainesville public water & sanitary sewer

STORMWATER:
* Storm water management will be handled using a bio–swale if soils permit. If storm water detention is needed it will be screened from the street using planting and a decorative wall or fence. Pervious paving may be included in stormwater mgt. plan.

Rick Freeland Landscape Architecture
3522 Old Duckett Mill Road Gainesville, Georgia 30506
Phone: (678) 697-1575 Fax: (770) 532-7647

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED, PUBLISHED,OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THE WORK.

THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR WORK PROVIDED BY OTHERS & USED IN THE DESIGN OF THIS PROJECT, INCLUDING BUT NOT LIMITED TO BOUNDARY, TOPOGRAPHIC, SURVEY & SOILS INFORMATION.

Level II Cert. #: 0000000867

Townhomes - Concept
Chestnut Street Residential

829 Chestnut Street
Tax Parcel No. 01033 002006
Gainesville, Georgia 30501

DESIGNED BY:	RSF
DRAWN BY:	RSF
DATE ISSUED:	10/18/2024
LATEST REVISION OF THIS SHEET:	
JOB NUMBER:	23003
SCALE:	1" = 10'
SHEET:	

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THIS BLOCK IS RESERVED FOR CITY OF GAINESVILLE APPROVAL STAMP

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 dedicatal 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: TRES HERMANOS GROCERIES, LLC
Owner's address: 838 CHESTNUT STREET, S.E.
GAINESVILLE, GEORGIA 30501

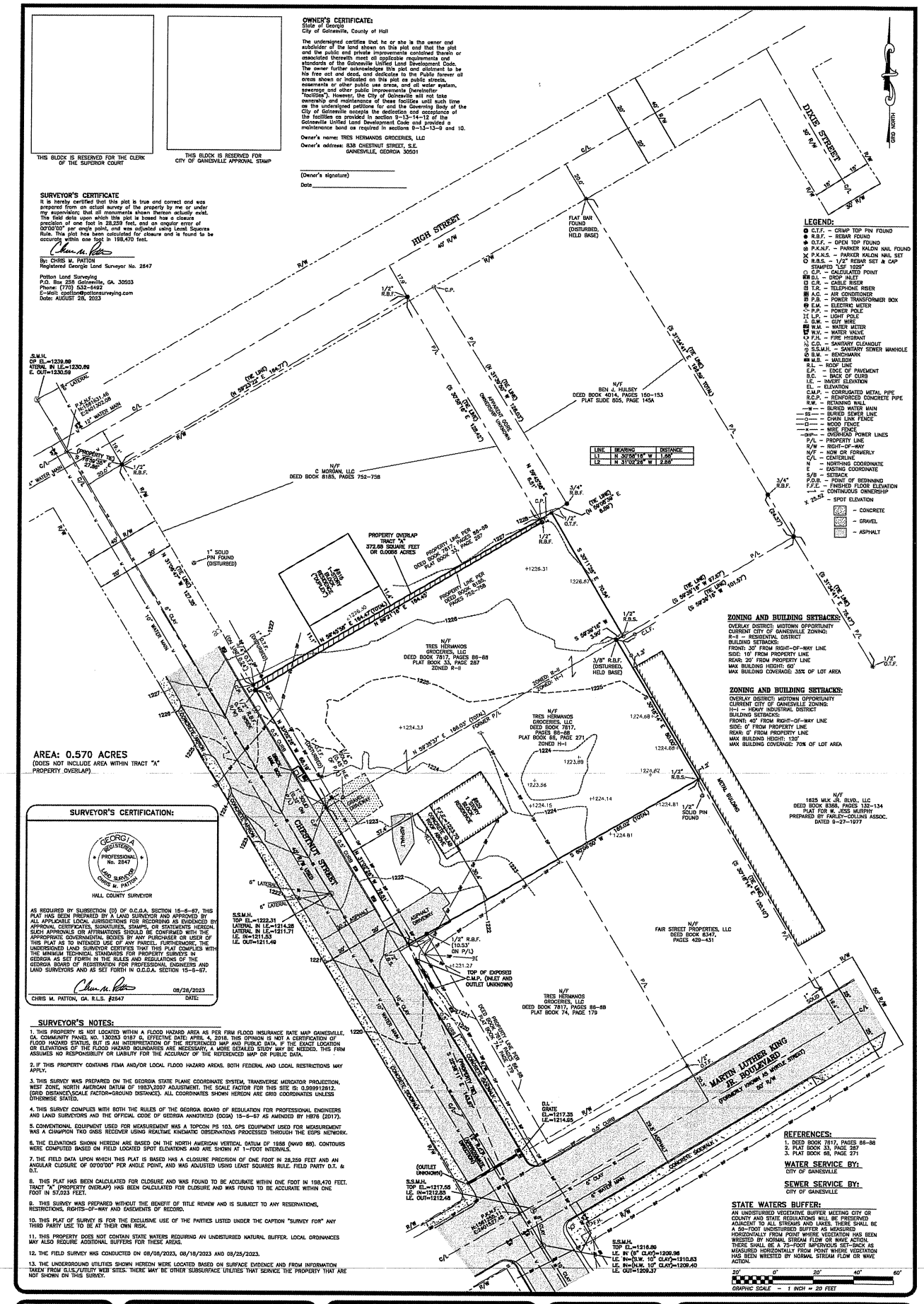
(Owner's signature)

Date

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 28,239 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 198,470 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: AUGUST 28, 2023



LINE	BEARING	DISTANCE
L1	N 30°06'18" W	1.66'
L2	N 31°02'28" W	2.88'

LEGEND:
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND
- O.T.F. – OPEN TOP FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET & CAP STAMPED "LSF 1025"
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.M. – ELECTRIC METER
- P.P. – POWER POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- B.M. – BENCHMARK
- M.B. – MAILBOX
- R.L. – ROOF LINE
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- I.E. – INVERT ELEVATION
- EL. – ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- R.W. – RETAINING WALL
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —O— – CHAIN LINK FENCE
- —O— – WOOD FENCE
- —X— – WIRE FENCE
- —OHW— – OVERHEAD POWER LINES
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- C/L – CENTERLINE
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- F.F.E. – FINISHED FLOOR ELEVATION
- ⟷ – CONTINUOUS OWNERSHIP
- X 25.53 – SPOT ELEVATION
- CONCRETE
- GRAVEL
- ASPHALT

ZONING AND BUILDING SETBACKS:
OVERLAY DISTRICT: MIDTOWN OPPORTUNITY
CURRENT CITY OF GAINESVILLE ZONING:
R-II – RESIDENTIAL DISTRICT
BUILDING SETBACKS:
FRONT: 30' FROM RIGHT-OF-WAY LINE
SIDE: 10' FROM PROPERTY LINE
REAR: 20' FROM PROPERTY LINE
MAX BUILDING HEIGHT: 60'
MAX BUILDING COVERAGE: 35% OF LOT AREA

ZONING AND BUILDING SETBACKS:
OVERLAY DISTRICT: MIDTOWN OPPORTUNITY
CURRENT CITY OF GAINESVILLE ZONING:
H-I – HEAVY INDUSTRIAL DISTRICT
BUILDING SETBACKS:
FRONT: 40' FROM RIGHT-OF-WAY LINE
SIDE: 0' FROM PROPERTY LINE
REAR: 0' FROM PROPERTY LINE
MAX BUILDING HEIGHT: 120'
MAX BUILDING COVERAGE: 70% OF LOT AREA

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.

CHRIS M. PATTON, GA. R.L.S. #2647 — DATE: 08/28/2023

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP GAINESVILLE, GA. COMMUNITY PANEL NO. 130053 0187 G, EFFECTIVE DATE: APRIL 4, 2016. 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: 0.999912812. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

4. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).

5. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

6. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTOURS WERE COMPUTED BASED ON FIELD LOCATED SPOT ELEVATIONS AND ARE SHOWN AT 1-FOOT INTERVALS.

7. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28,239 FEET AND AN ANGULAR CLOSURE OF 00°00'00" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.T. & D.T.

8. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 198,470 FEET. TRACT "A" (PROPERTY OVERLAP) HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 57,023 FEET.

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

10. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

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

12. THE FIELD SURVEY WAS CONDUCTED ON 08/08/2023, 08/18/2023 AND 08/25/2023.

13. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

REFERENCES:
1. DEED BOOK 7817, PAGES 86-88
2. PLAT BOOK 33, PAGE 287
3. PLAT BOOK 95, PAGE 271

WATER SERVICE BY:
CITY OF GAINESVILLE

SEWER SERVICE BY:
CITY OF GAINESVILLE

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

SHEET NUMBER:	1 of 1
SCALE:	1" = 20'
SURVEY DATE:	08/25/2023
PLAT DATE:	08/28/2023
23-081.dwg	
JN. 23-081	

No.	DATE	DESCRIPTION

REVISIONS

COMBINATION/TOPOGRAPHIC SURVEY FOR:

TRES HERMANOS GROCERIES, LLC

- LOCATED IN -
LAND LOT 149, 9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

COMPUTATIONS BY: R.G.W.
SURVEYED BY: D.C. & D.T.
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

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Camera 12

819 Chestnut Street 829 Chestnut Street 1605 MLK JR BLVD

Street View

Map

Camera 14

Gis Screen shot 819-829 & 1605

NUMBER	DATE	REVISED BY	DESCRIPTION

Released for Construction 4-02-25

DRAWN FOR: Osel Abamirano
Project Info: New Residences
819 & 829 Chestnut Street
Gainesville, Ga. 30501

Rendering

DRAWING PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE: 9/5/2025

SCALE: 1/8" = 1'-0" UNLESS NOTED OTHERWISE

SHEET: 3

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Camera 21

Camera 23

Camera 22

Camera 24

Released For Construction 4-2-25

REVISIONS/ISSUE			
NUMBER	DATE	REVISION BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences
819 & 829 Chestnut Street
Gainesville, Ga. 30501

Ray Trace

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-487-0734
darren@visualbuildingplans.com

DATE: 9/5/2025

SCALE: 1/8" = 1'-0" UNLESS NOTED OTHERWISE

SHEET: 4

To the extent of my knowledge/opinion, plans are drawn to comply with industry specifications and any changes made on these plans while are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and existing conditions. VISUAL BUILDING PLANS is not liable for errors once construction has begun. While every effort has been made in the production of these plans to avoid mistakes, the product can not guarantee approximate area. The contractor of the job must check all dimensions and other data prior to construction and be solely responsible thereafter.

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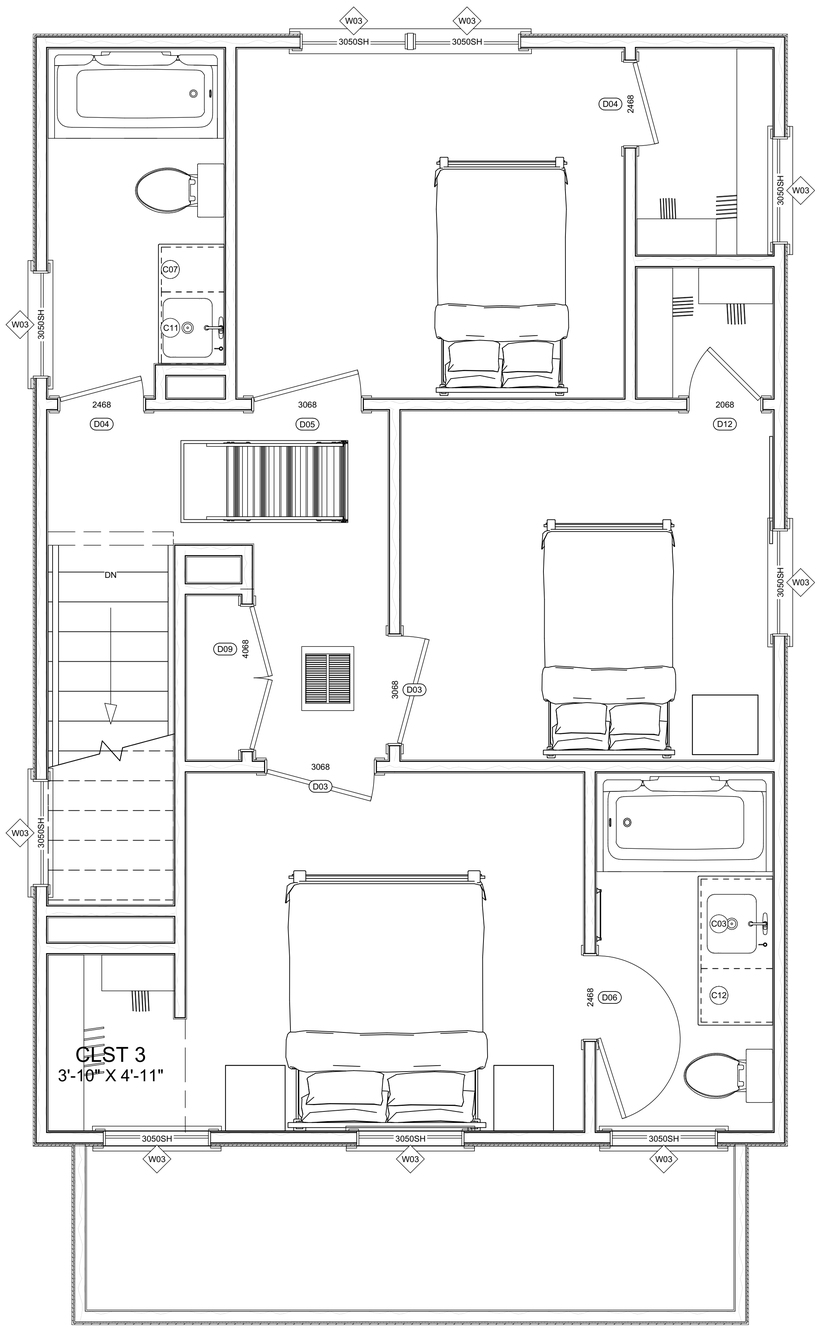
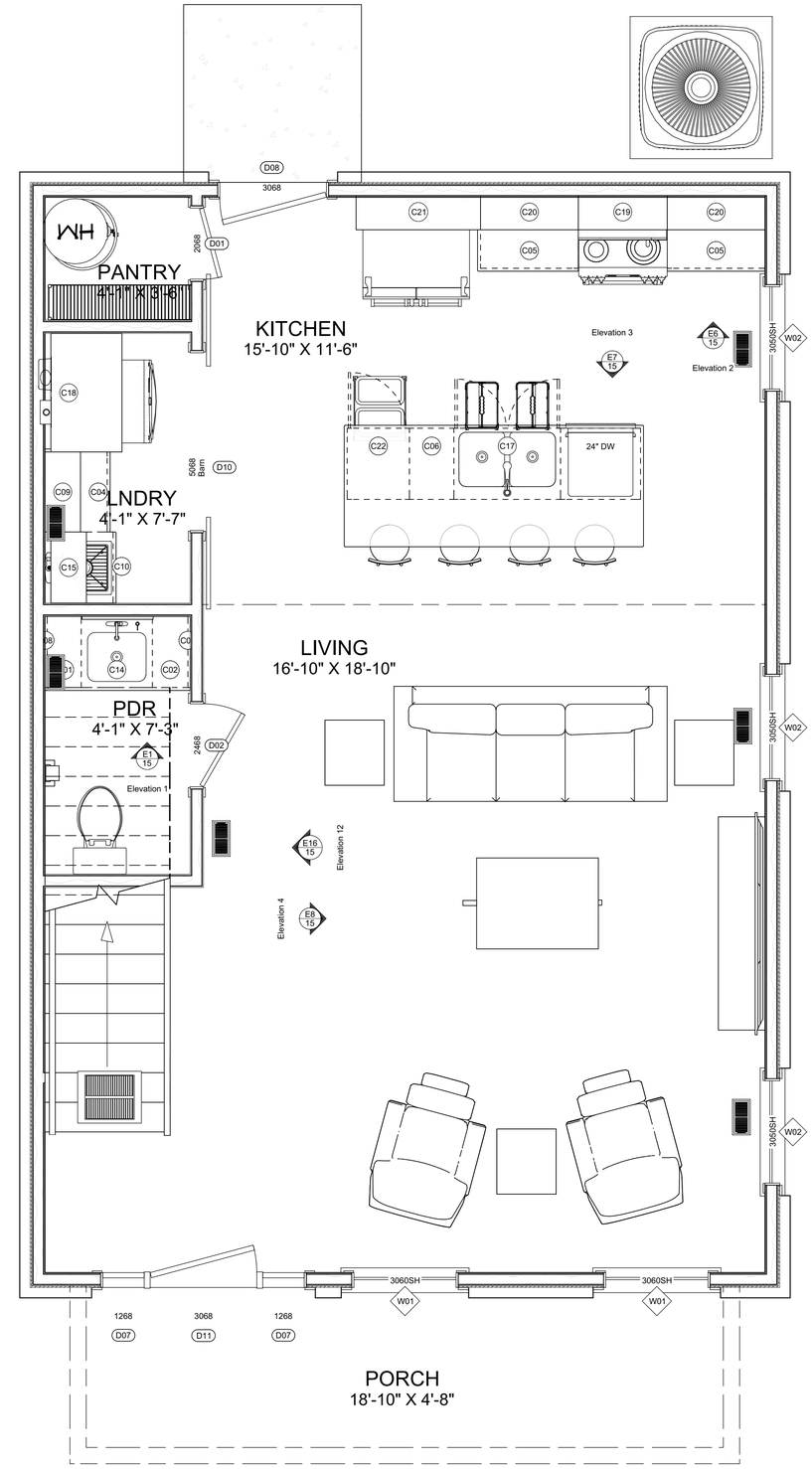
To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. VISUAL BUILDING PLANS is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.



2nd Floor



1st Floor

This Page Scale 1/2" = 1' - 0"

Released For Construction 4-02-25

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Cab / Plumbing / Furniture Floor Plan

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
1/4" = 1'-0" UNLESS NOTED OTHERWISE

SHEET:
5

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To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. VISUAL BUILDING PLANS is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

ELECTRICAL SCHEDULE

2D SYMBOL	FLOOR	QTY	ROOM NAME	DESCRIPTION
S	2	1	CLST 3	SWITCH
S 3DM	1	1	LIVING	3-WAY DIMMER
S 3	1	1	KITCHEN	3-WAY SWITCH
R4	1	1	LNDRY	4"
R6	1	4	KITCHEN	6"
	3	1		BARE BULB
	1	1	LIVING	DOME
	2	2	HALL	DOME
	0	1	KITCHEN	BRYANT SCONCE 4
	1	1	PANTRY	DOME
	2	4		DUAL SPOTLIGHT
	1	1	PDR	EXHAUST FAN (NO LIGHT)
S 3	1	1	LIVING	3-WAY SWITCH
	1	1	LIVING	FAN W/ LIGHT
GFCI	1	3	KITCHEN	GFCI RECEPTACLE, NEMA 5-20R
S	1	4	KITCHEN	SWITCH
	1	3	KITCHEN	WAREHOUSE PENDANT
	1	1	LNDRY	220V
	1	1	LNDRY	DOME
	2	1	CLST 3	DOME
S	1	1	LNDRY	SWITCH
	1	1	PDR	4"
	1	1	PDR	BRYANT SCONCE 4
GFCI	1	1	PDR	GFCI RECEPTACLE, NEMA 5-20R
S	1	1	PDR	SWITCH
	2	2	BATH	DOME
R6	1	7	LIVING	6"
	2	1	BATH	BRYANT SCONCE 4
S	2	3	BED 1	SWITCH
S	2	2	CLST	SWITCH
	2	2	CLST	DOME
S	2	3	BED 2	SWITCH
S 3	2	3	HALL	3-WAY SWITCH
	2	1	OPEN BELOW	WAREHOUSE PENDANT
	2	1	BED 2	FAN W/ LIGHT
	2	1	BED 3	FAN W/ LIGHT
S	2	3	BED 3	SWITCH
	2	1	BED 1	FAN W/ LIGHT
	2	6	BED 1	DUPLEX
	2	6	BED 2	DUPLEX
GFCI	2	3	BATH	GFCI RECEPTACLE, NEMA 5-20R
	2	6	BED 3	DUPLEX
S	2	4	BATH	SWITCH
	2	2	BATH	EXHAUST FAN + LIGHT
GFCI	3	1		GFCI RECEPTACLE, NEMA 5-20R
S	3	1		SWITCH
TOTALS:		98		

FIXTURE SCHEDULE

ROOM NAME	LABEL	QTY	FLOOR	DESCRIPTION	MANUFACTURER	COMMENTS
	HVAC UNIT	1	3	HVAC UNIT		
	HEAT PUMP 2 3 TON (MIN.)	1	1	HEAT PUMP 2		
LNDRY	GFW550SSNWW	1	1	GFW550SSNWW - WASHER	GE	
BATH	SINGLE BASIN UNDERMOUNT SINK	2	2	SINGLE BASIN UNDERMOUNT SINK		
BATH	K-10493	2	2	TOILET	KOHLER	
HALL	AIR RETURN GRILLE	1	2	AIR RETURN GRILLE		
BATH	5' SHWR STALL 1 PIECE	2	2	5' SHWR STALL 1 PIECE		
KITCHEN	2-WAY CEILING REGISTER	1	1	2-WAY CEILING REGISTER		
KITCHEN	21" DBL WASTE	1	1	21" DBL WASTE	REV-A-SHELF	
CLST	CLOSET SHELF W/ ROD	4	2	CLOSET SHELF W/ ROD		
KITCHEN	DOUBLE UNDERMOUNT SINK	1	0	DOUBLE UNDERMOUNT SINK		
KITCHEN	DOUBLE UNDERMOUNT SINK	1	1	DOUBLE UNDERMOUNT SINK		
KITCHEN	IN-WALL HOT/COLD WATER HOOKUP	1	0	IN-WALL HOT/COLD WATER HOOKUP		
KITCHEN	SINGLE BASIN UNDERMOUNT SINK	1	0	SINGLE BASIN UNDERMOUNT SINK		
KITCHEN	UNDER SINK PULL OUT	2	1	UNDER SINK PULL OUT	REV-A-SHELF	
KITCHEN	CES700P	1	1	30" ELEC RANGE W/ DRAWER	GE	
KITCHEN	CVM521P2MS1	1	1	OVER-THE-RANGE MICROWAVE	GE	
KITCHEN	K-10493	1	0	TOILET	KOHLER	
KITCHEN	K-5287	1	0	24" DEEP UTILITY SINK	KOHLER	
KITCHEN	KDPM804K	1	1	24" DW	KITCHENAID	
KITCHEN	KRMF706E	1	1	36" FRIDGE MULTI DOOR W/ ICE	KITCHENAID	
LIVING	2-WAY CEILING REGISTER	3	1	2-WAY CEILING REGISTER		
PANTRY	ELECTRIC WATER HEATER - 50 GAL	1	1	ELECTRIC WATER HEATER - 50 GAL		
PANTRY	ROUND WATER HEATER PAN	1	1	ROUND WATER HEATER PAN		
LIVING	AIR RETURN GRILLE	1	1	AIR RETURN GRILLE		
LNDRY	2-WAY CEILING REGISTER	1	1	2-WAY CEILING REGISTER		
LNDRY	DRYER VENT BOX	1	1	DRYER VENT BOX		
LNDRY	IN-WALL HOT/COLD WATER HOOKUP	1	1	IN-WALL HOT/COLD WATER HOOKUP		
LNDRY	5923	1	1	5923 - ONE-HANDLE SPRING PULLDOWN KITCHEN FAUCET	MOEN	
LNDRY	GFD45ES	1	1	GFD45ES - ELECTRIC DRYER WITH STEAM	GE	
LNDRY	K-5287	1	1	24" DEEP UTILITY SINK	KOHLER	
CLST 3	CLOSET SHELF W/ ROD	2	2	CLOSET SHELF W/ ROD		
PDR	2-WAY CEILING REGISTER	1	1	2-WAY CEILING REGISTER		
PDR	SINGLE BASIN UNDERMOUNT SINK	1	1	SINGLE BASIN UNDERMOUNT SINK		
PDR	K-10493	1	1	TOILET	KOHLER	
HALL	METAL ATTIC LADDER CLOSED	1	2	METAL ATTIC LADDER CLOSED		

CABINET SCHEDULE

NUMBER	LABEL	QTY	FLOOR	WIDTH	DEPTH	HEIGHT	DESCRIPTION	CODE	MANUFACTURER	COMMENTS
C01	3DB12	1	1	11 1/2"	24"	36"	BASE CABINET			
C02	3DB12	1	1	12"	24"	36"	BASE CABINET			
C03	SB30	1	2	30"	24"	36"	BASE CABINET			
C04	3DB2721	1	1	27"	21"	36"	BASE CABINET			
C05	3DB33	2	1	33"	24"	36"	BASE CABINET			
C06	B15R	1	1	15"	24"	36"	BASE CABINET			
C07	B1521R	1	2	15"	21"	36"	BASE CABINET			
C08	BF1	2	1	3/4"	24"	36"	BASE CABINET FILLER			
C09	W2730R	1	1	27"	12"	30"	WALL CABINET			
C10	SB2421R	1	1	24"	21"	36"	BASE CABINET			
C11	SB2421R	1	2	24"	21"	36"	BASE CABINET			
C12	B18R	1	2	18"	24"	36"	BASE CABINET			
C13	SB24R	2	0	24"	24"	36"	BASE CABINET			
C14	SB24R	1	1	24"	24"	36"	BASE CABINET			
C15	W2430R	1	1	24"	12"	30"	WALL CABINET			
C16	SB36	1	0	36"	24"	36"	BASE CABINET			
C17	SB36	1	1	36"	24"	36"	BASE CABINET			
C18	W401524	1	1	40"	24"	15"	WALL CABINET			
C19	W3021	1	1	30"	12"	21"	WALL CABINET			
C20	W3342	2	1	33"	12"	42"	WALL CABINET			
C21	W4221	1	1	42"	12"	21"	WALL CABINET			
C22	FHB21R DBL TRASH	1	1	21"	24"	36"	BASE CABINET			

DOOR SCHEDULE

NUMBER	LABEL	QTY	FLOOR	SIZE	DESCRIPTION	MANUFACTURER	COMMENTS
D01	2068	1	1	2068 L IN	HINGED-DOOR P04		
D02	2468	1	1	2468 R IN	HINGED-DOOR P04		
D03	3068	2	2	3068 R IN	HINGED-DOOR P04		
D04	2468	2	2	2468 L IN	HINGED-DOOR P04		
D05	3068	1	2	3068 L IN	HINGED-DOOR P04		
D06	2468	1	2	2468 R IN	HINGED-DOOR P04		
D07	1268	2	1	1268 EX	EXT. FIXED-GLASS PANEL		
D08	3068	1	1	3068 L EX	EXT. HINGED-DOOR E21		
D09	4068	1	2	4068 L/R IN	DOUBLE HINGED-DOOR P04		
D10	5068 BARN	1	1	5068 L/R	DOUBLE BARN-DOOR P04		
D11	3068	1	1	3068 L EX	EXT. HINGED-GLASS PANEL		
D12	2068	1	2	2068 R IN	HINGED-DOOR P04		

WINDOW SCHEDULE

NUMBER	LABEL	QTY	FLOOR	SIZE	EGRESS	DESCRIPTION	MANUFACTURER	COMMENTS
W01	3060SH	2	1	3060SH		SINGLE HUNG		
W02	3050SH	3	1	3050SH		SINGLE HUNG		
W03	3050SH	9	2	3050SH		SINGLE HUNG		

Released For Construction 4-02-25

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Schedules

DRAWINGS PROVIDED BY: DARREN SMITH

Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:

9/5/2025

SCALE:

1/4" = 1'-0"
UNLESS NOTED
OTHERWISE

SHEET:

6

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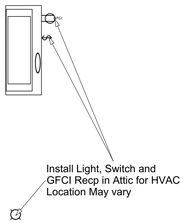
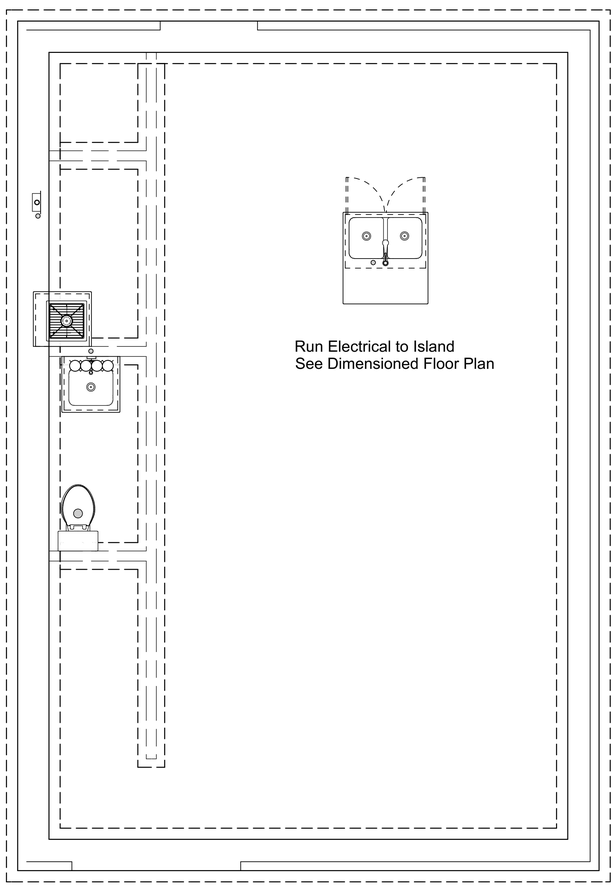
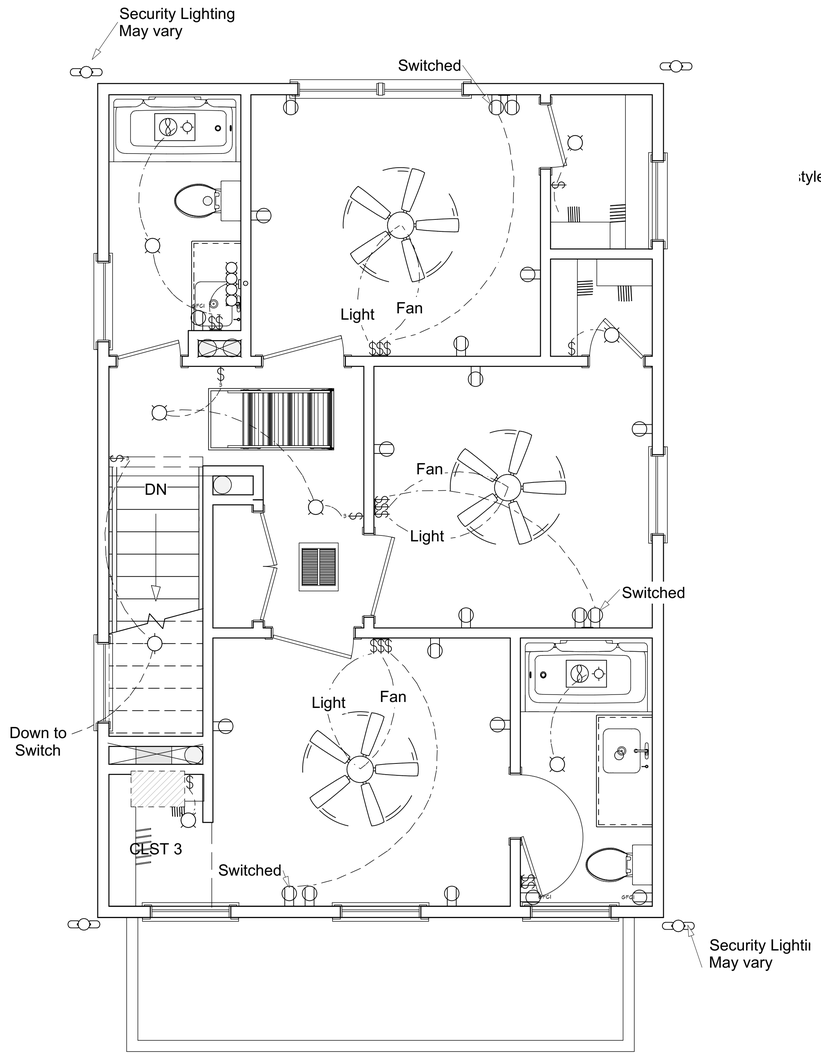


Scale 1/4" = 1' - 0"
Attic

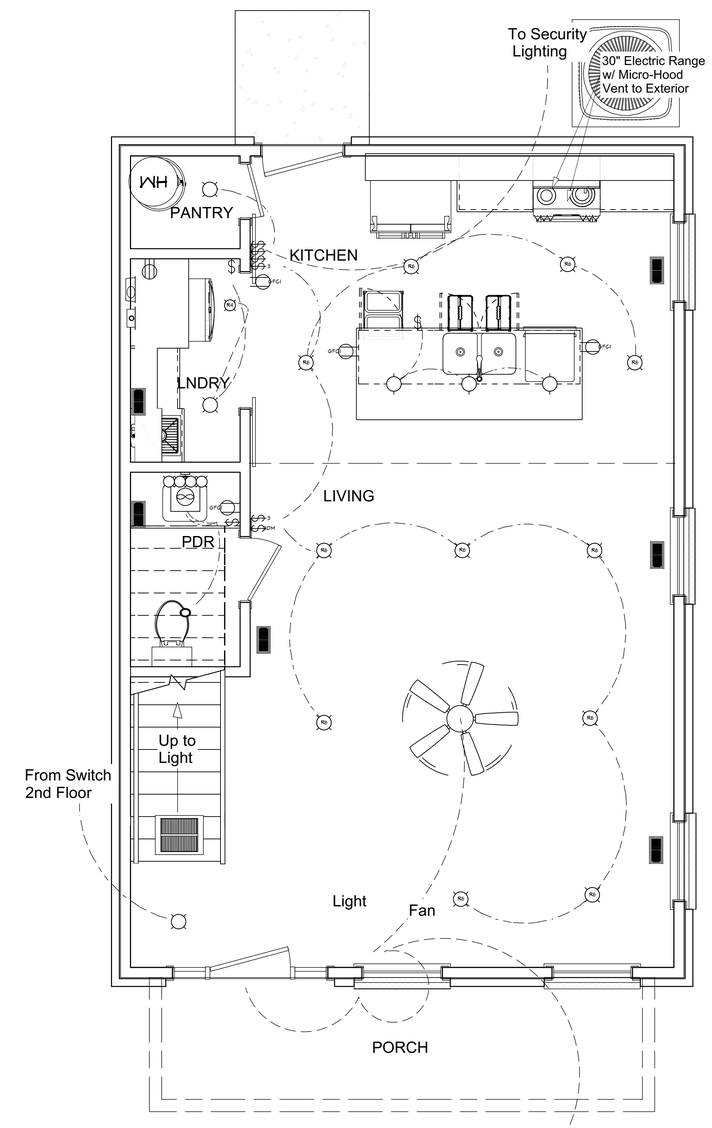


Foundation



2nd Floor

:tyle / bulb number



1st Floor

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REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Electrical Plan

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
1/4" = 1'-0"
UNLESS NOTED
OTHERWISE

SHEET:
7

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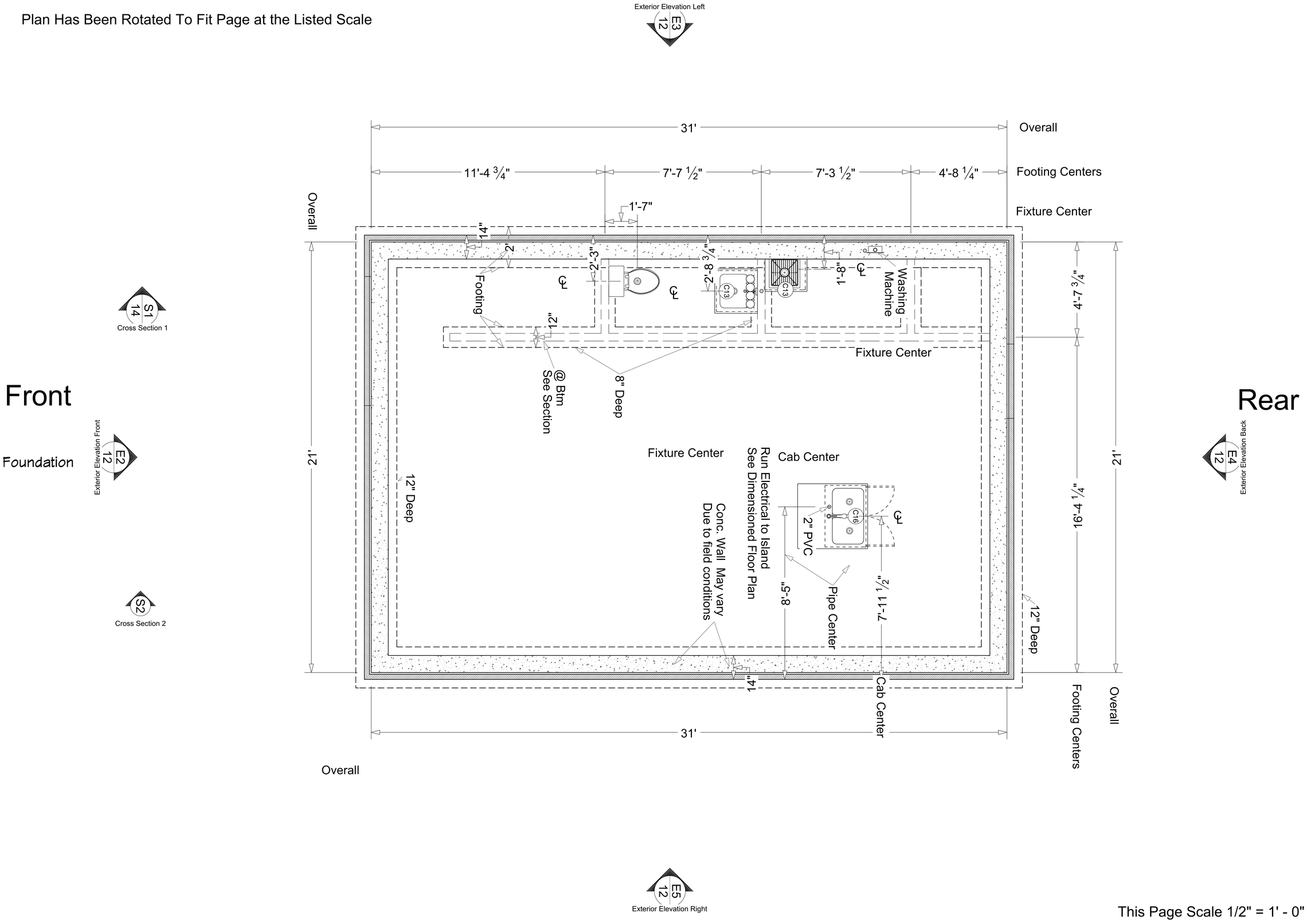
Plan Has Been Rotated To Fit Page at the Listed Scale



This Page Scale 1/2" = 1' - 0"

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REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Dimensioned Foundation Floor Plan

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
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SHEET:
8

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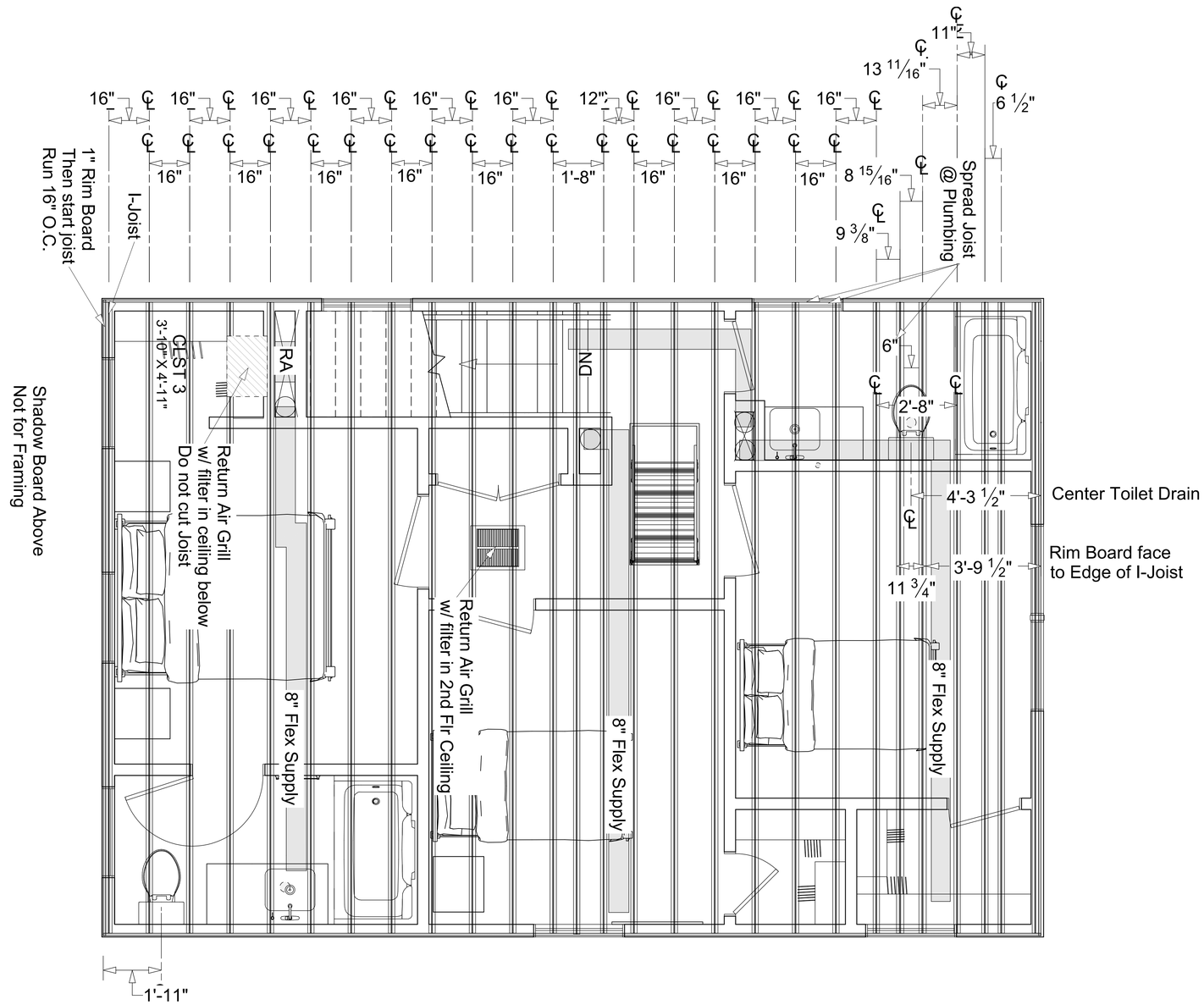
Front

Rear

2nd Floor



This Page Scale 1/2" = 1' - 0"

Released For Construction 4-02-25

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Framing Plan for
2nd Floor joist

DRAWINGS PROVIDED BY: DARREN SMITH

Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
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SHEET:
9

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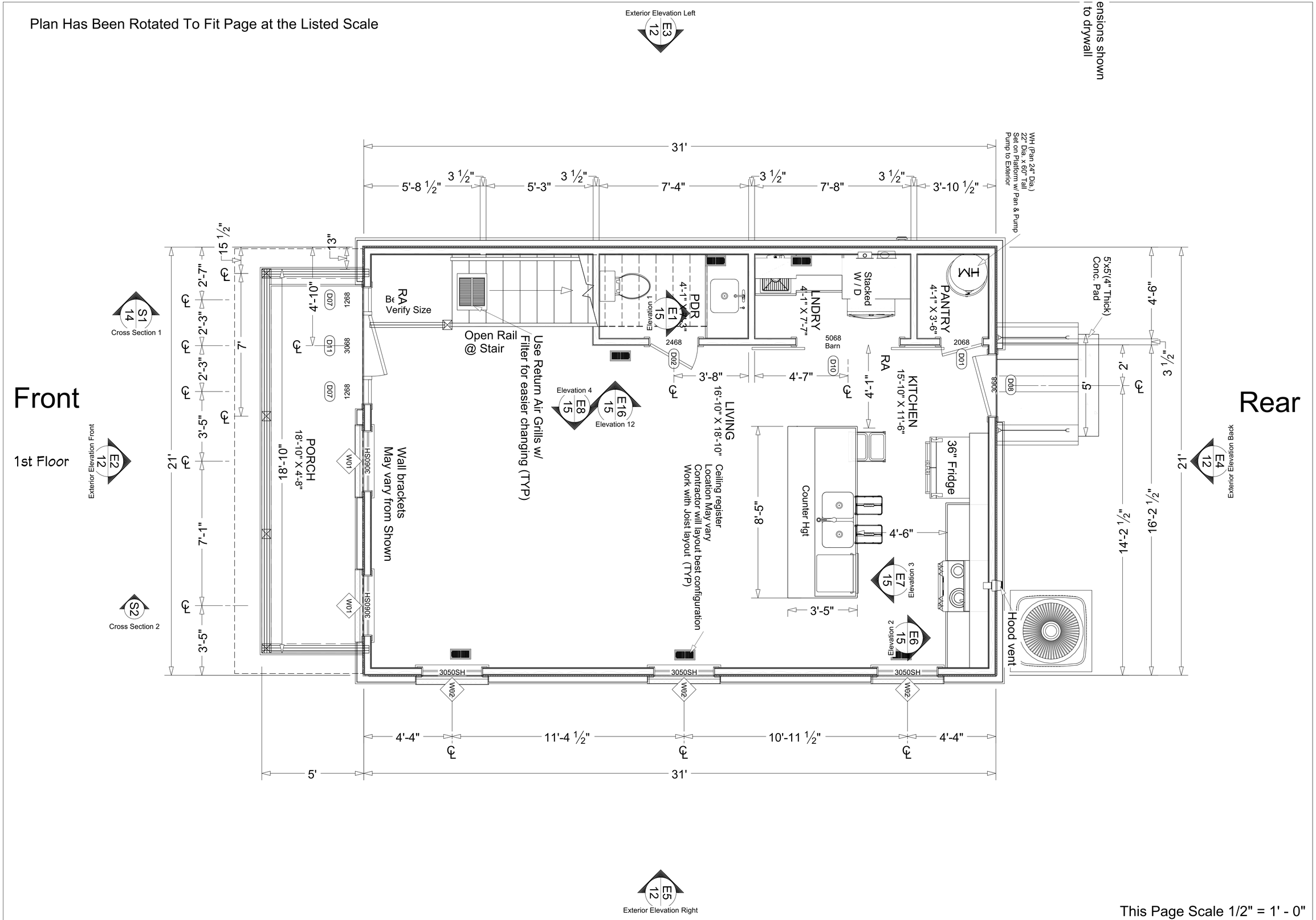
Plan Has Been Rotated To Fit Page at the Listed Scale



This Page Scale 1/2" = 1' - 0"

Released For Construction 4-02-25

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Dimensioned
Main Level
Floor Plan

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
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OTHERWISE

SHEET:
10

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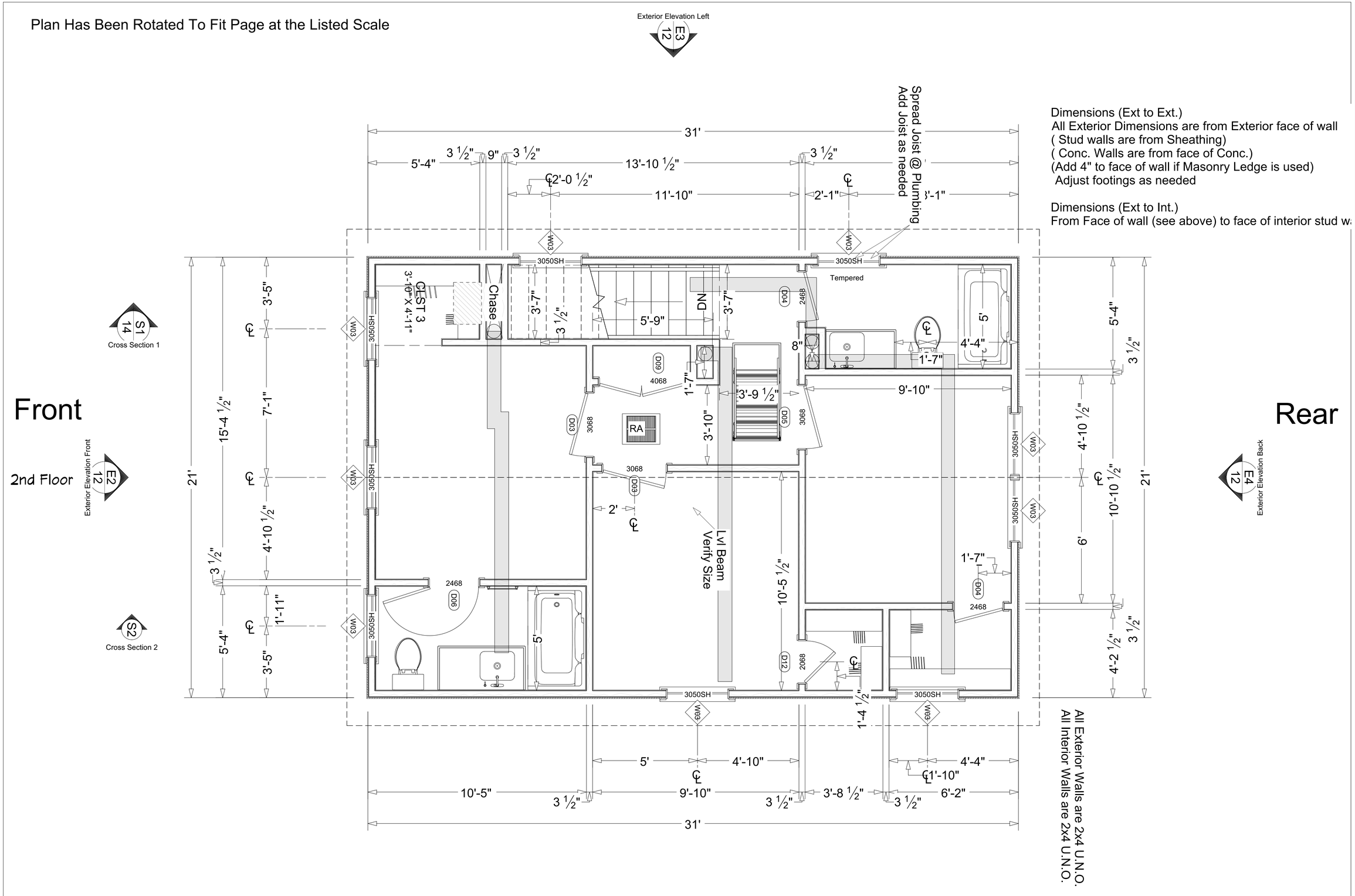

Dimensions (Ext to Ext.)
All Exterior Dimensions are from Exterior face of wall
(Stud walls are from Sheathing)
(Conc. Walls are from face of Conc.)
(Add 4" to face of wall if Masonry Ledge is used)
Adjust footings as needed

Dimensions (Ext to Int.)
From Face of wall (see above) to face of interior stud w

All Exterior Walls are 2x4 U.N.O.
All Interior Walls are 2x4 U.N.O.

This Page Scale 1/2" = 1' - 0"

Released For Construction 4-02-25

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Dimensioned Second Level Floor Plan

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

SCALE:
1/4" = 1'-0"
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11

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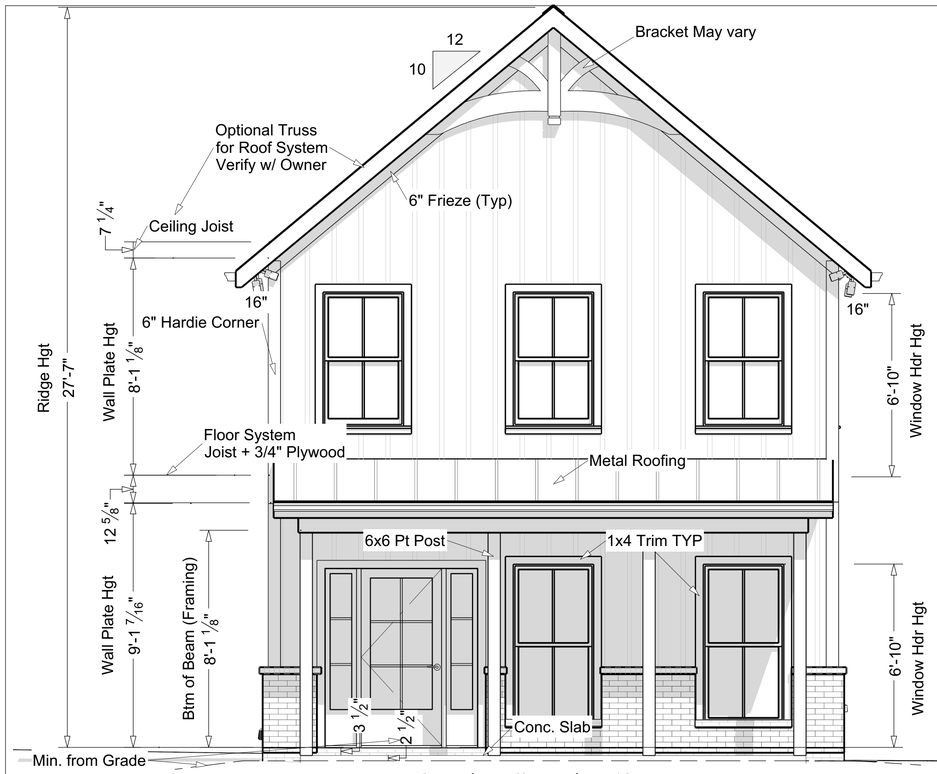
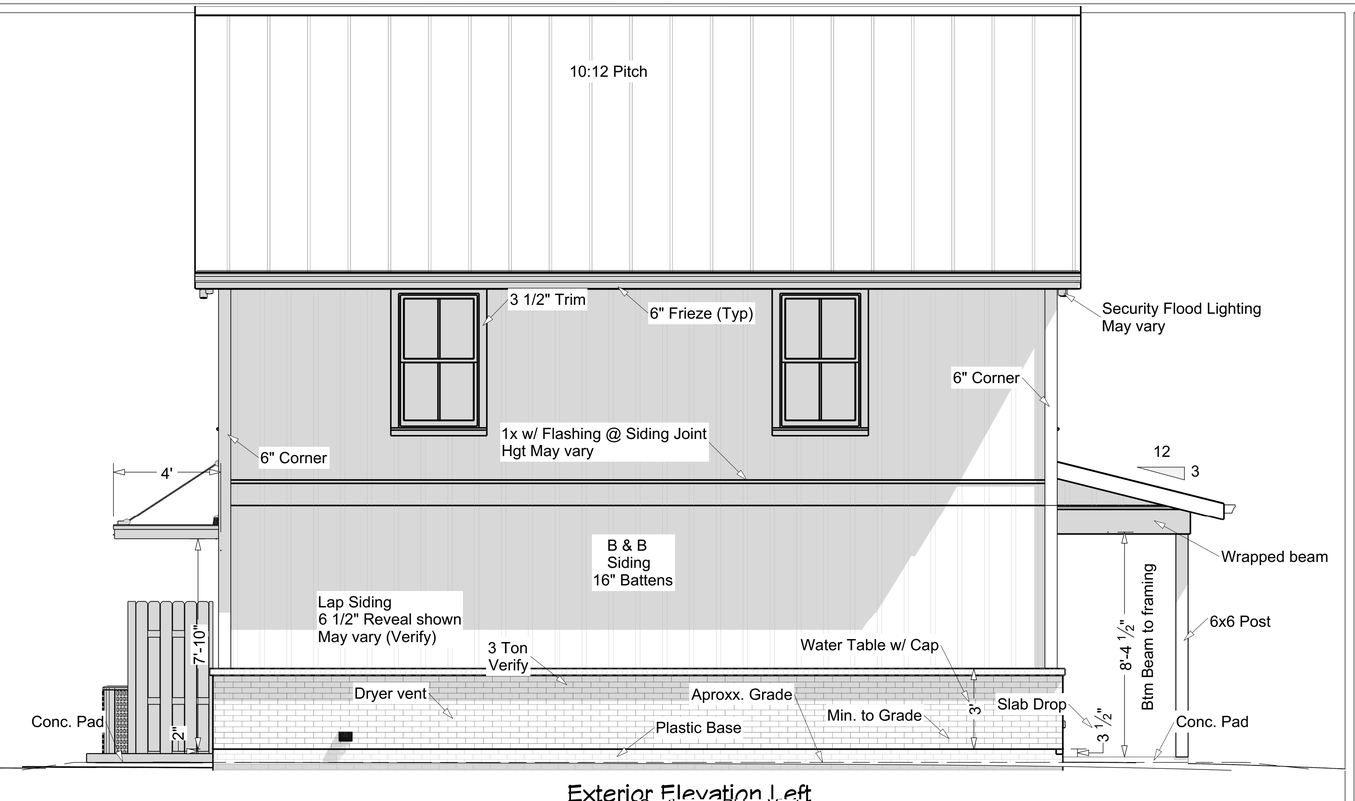
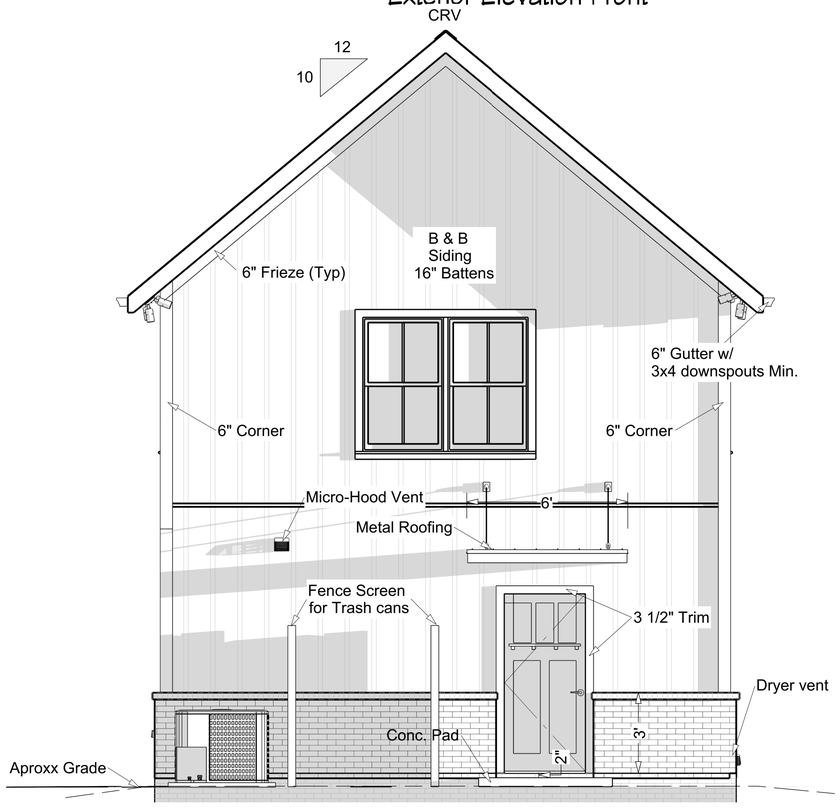


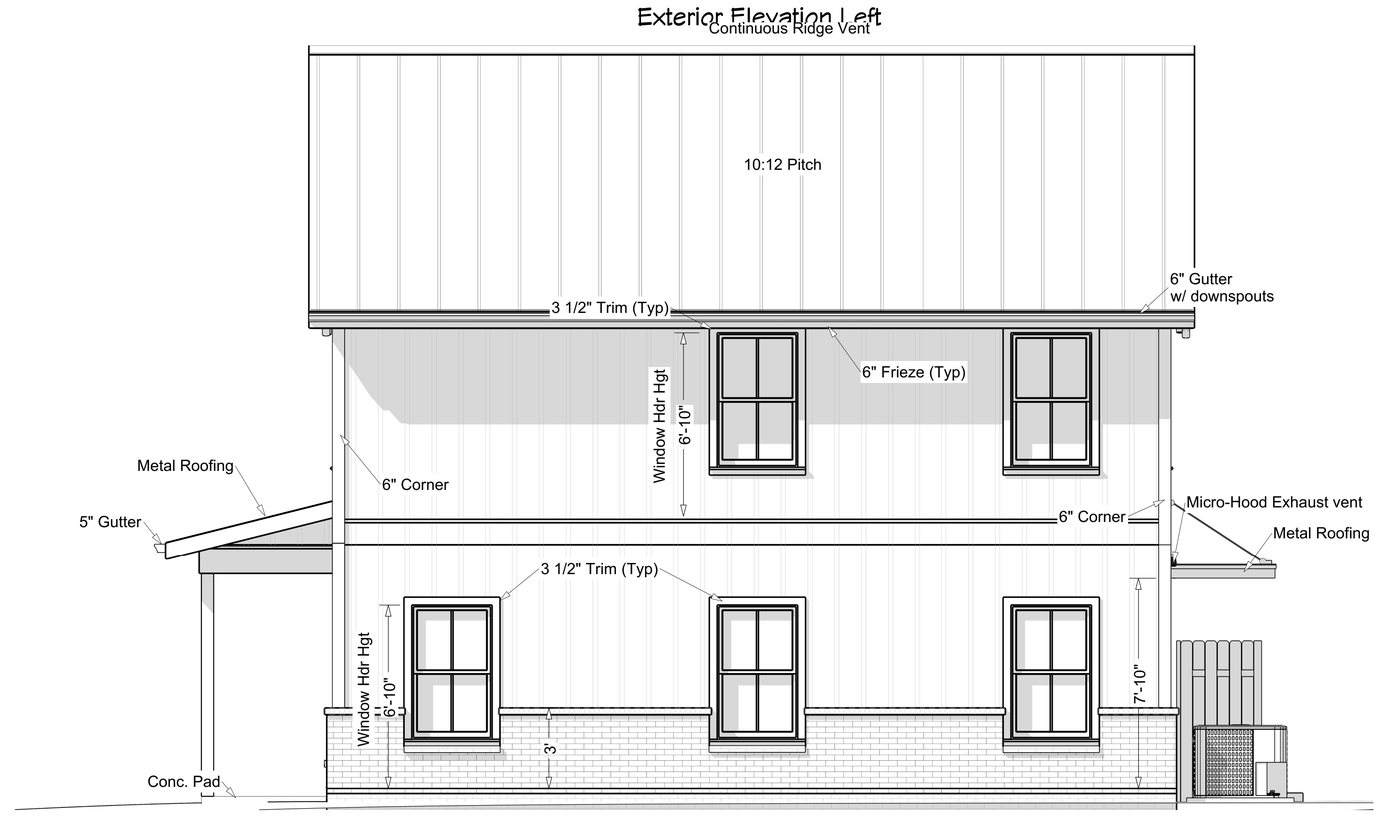
Exterior Elevation Front



Exterior Elevation Left



Exterior Elevation Back



Exterior Elevation Right

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NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Elevations

DRAWINGS PROVIDED BY: DARREN SMITH
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678-467-0734
darren@visualbuildingplans.com

DATE:
9/5/2025

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SHEET:
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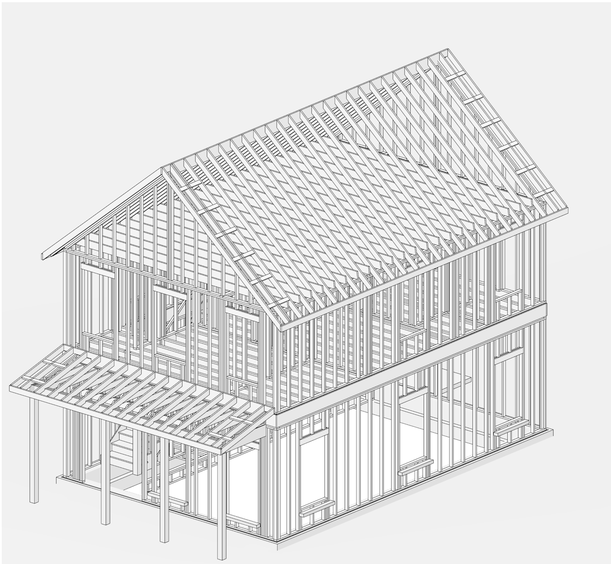
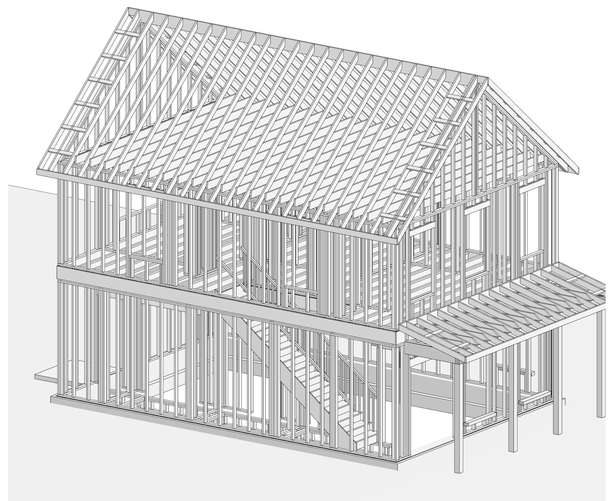
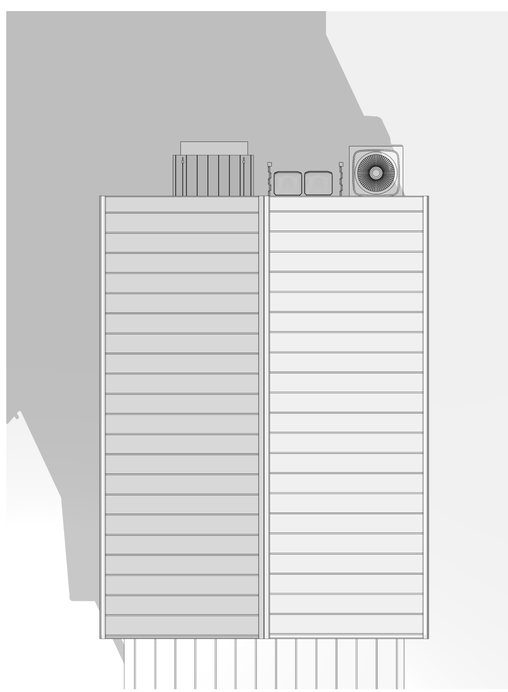


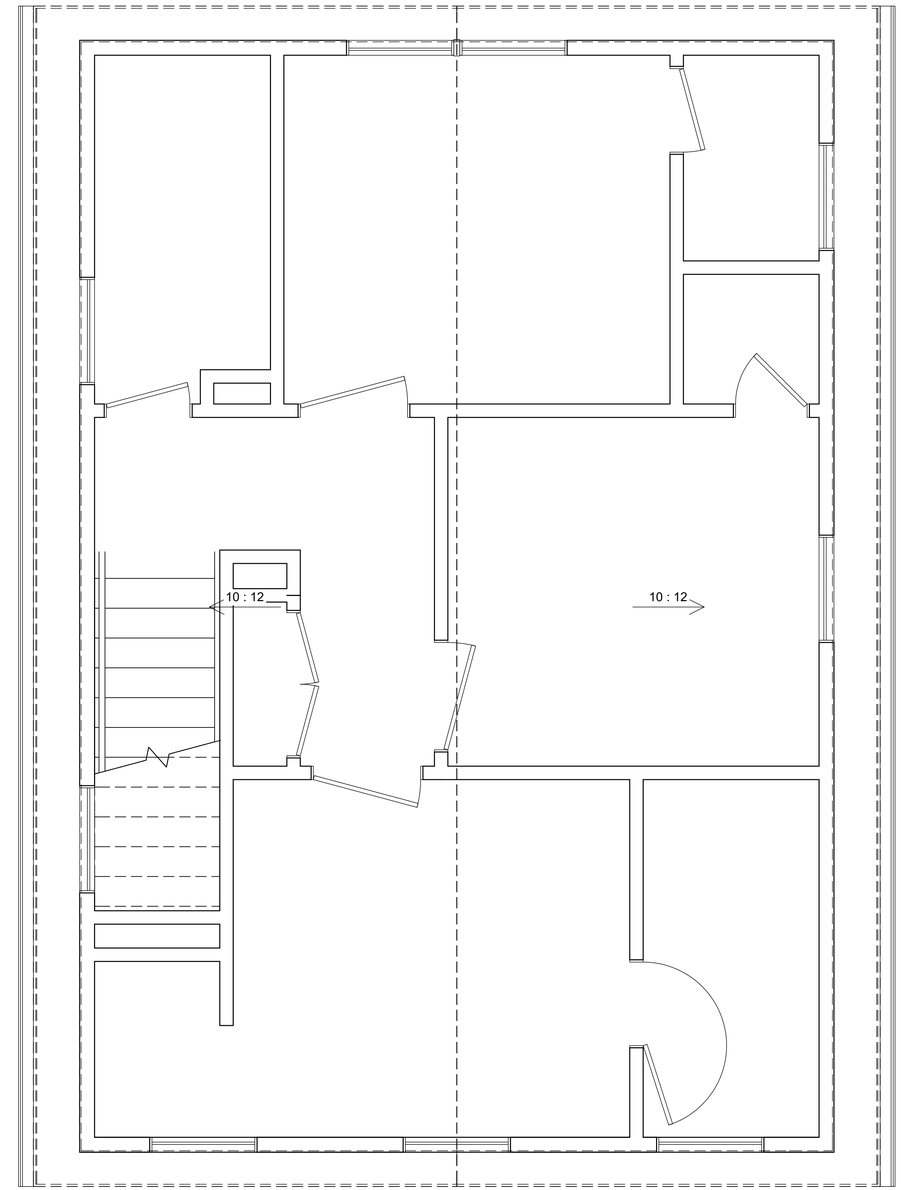
Camera 9



Camera 10



Camera 8



2nd Floor

Released For Construction 4-02-25

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Roof Overview

DRAWINGS PROVIDED BY: DARREN SMITH

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Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE:

9/5/2025

SCALE:

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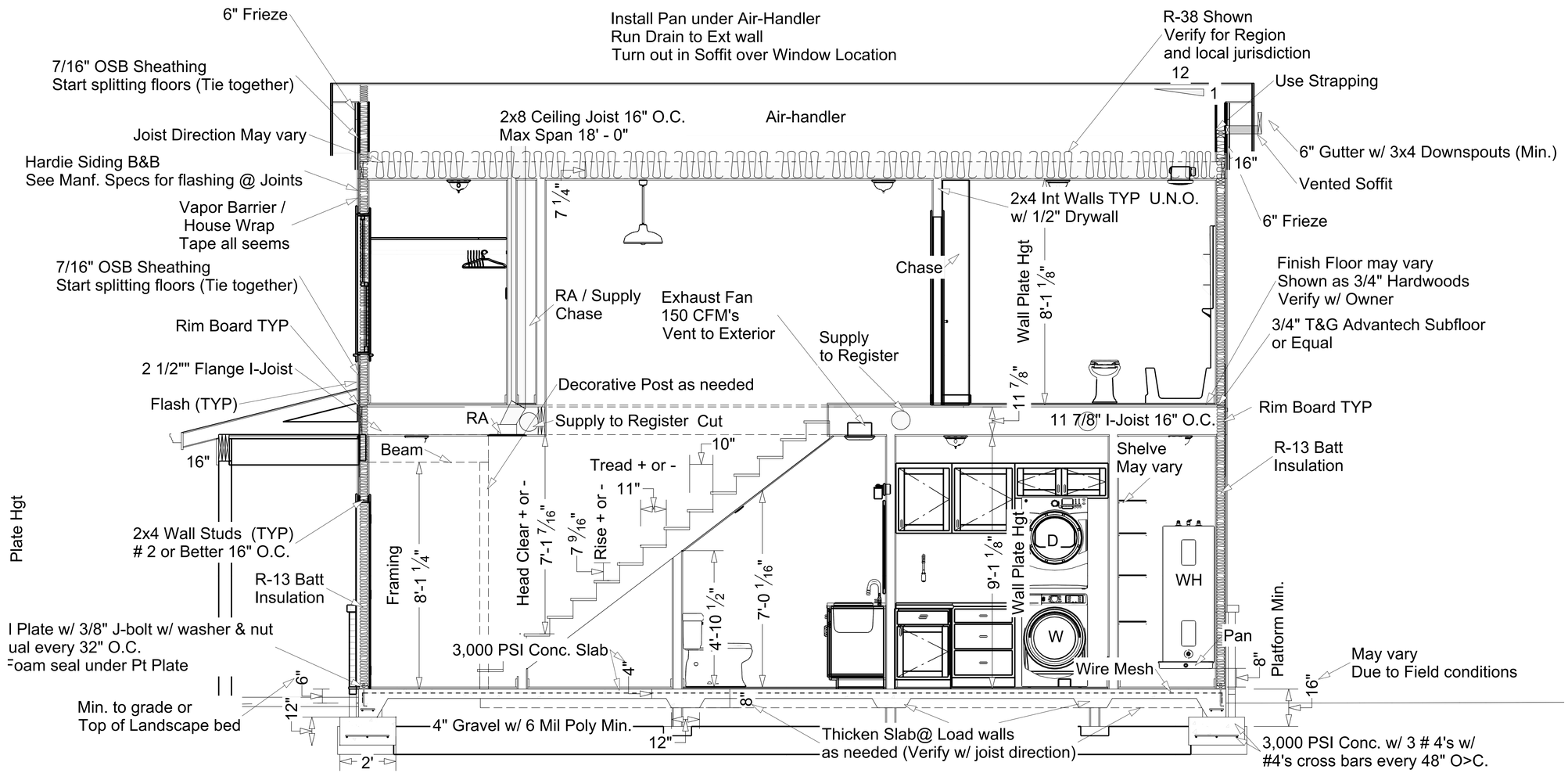

Cross Section 1

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REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Sections

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DATE:
9/5/2025

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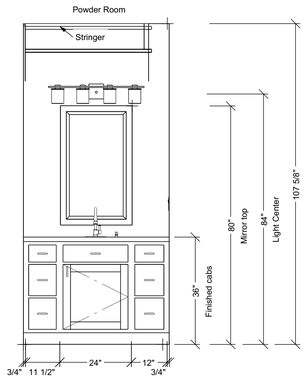
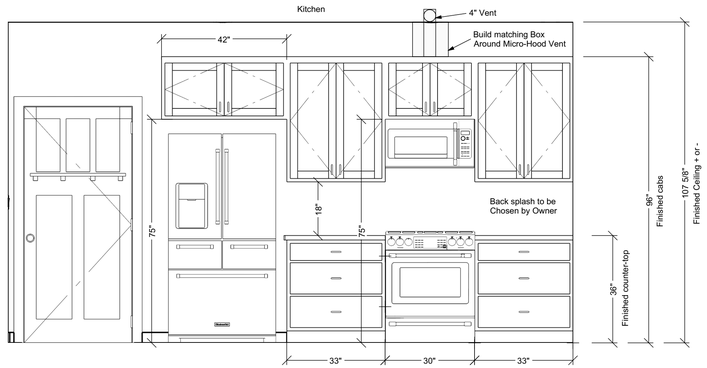
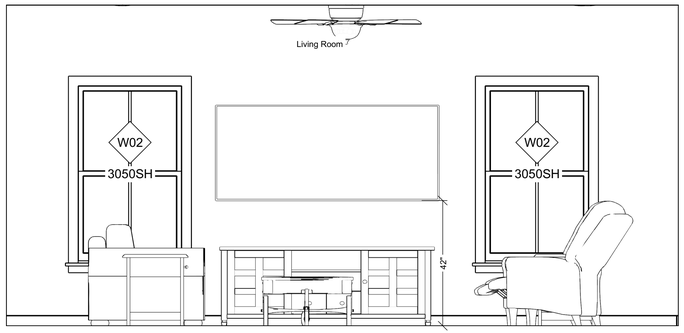


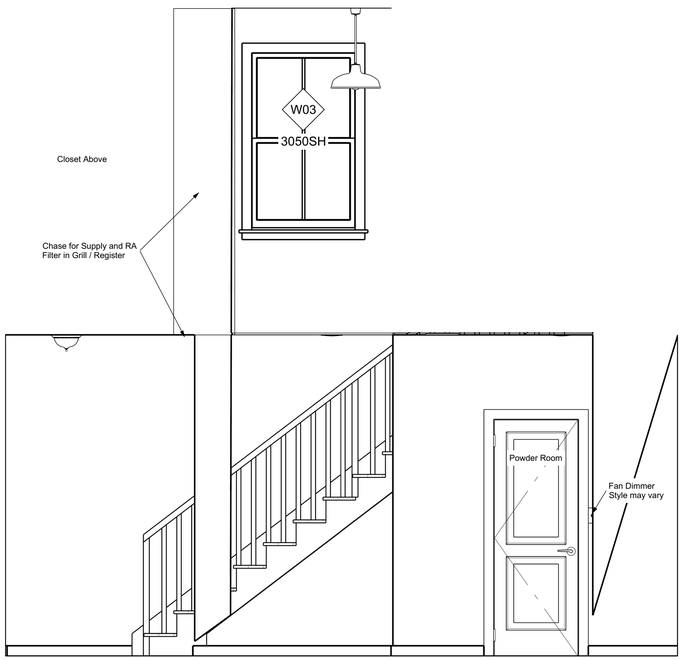
Elevation 1



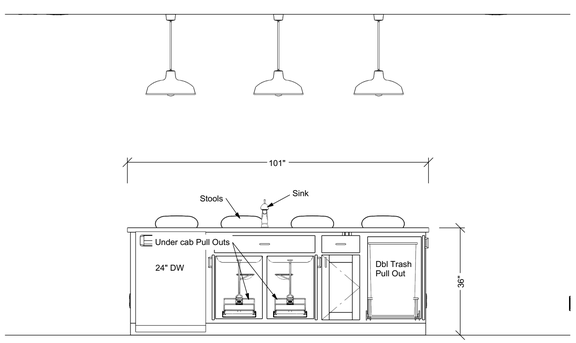
Elevation 2



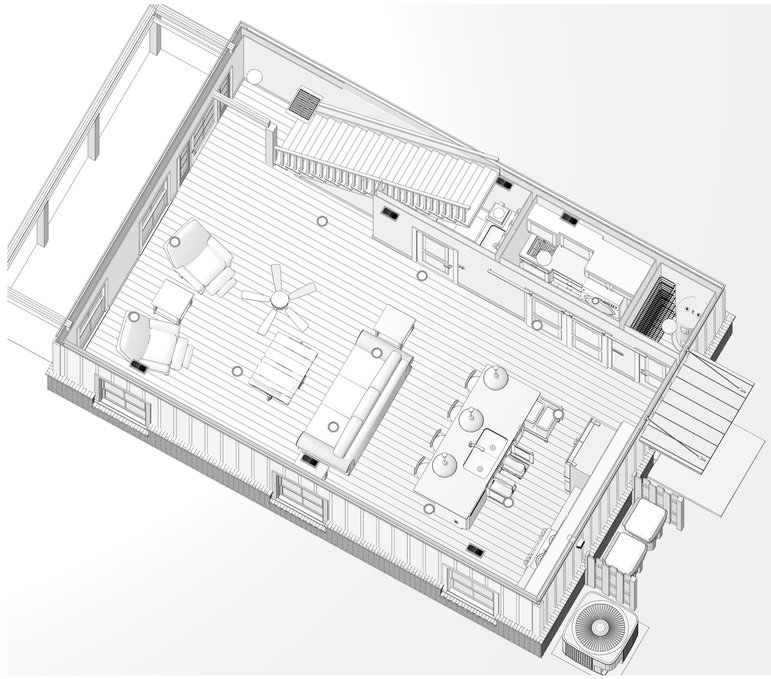
Elevation 4



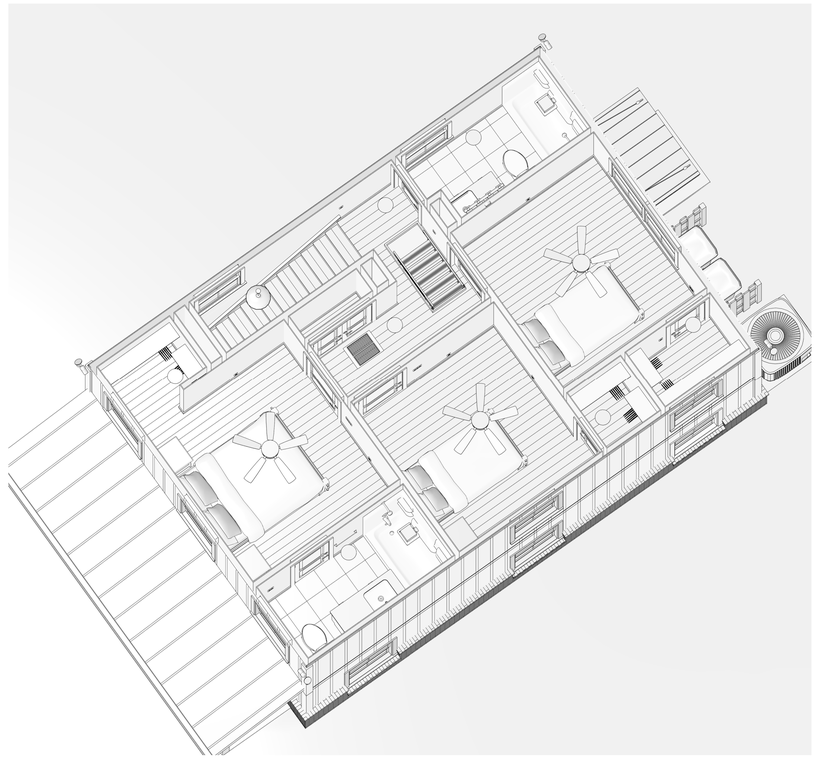
Elevation 12



Elevation 3



Camera 11



Camera 12

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Released For Construction 4-02-25

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWN FOR: Osiel Altamirano
Project Info: New Residences

819 & 829 Chestnut Street
Gainesville, Ga. 30501

Wall Elevations / Doll House View

DRAWINGS PROVIDED BY: DARREN SMITH
Visual Building Plans
Gainesville, Ga. 30506
678-467-0734
darren@visualbuildingplans.com

DATE: 9/5/2025

SCALE: 1/4" = 1'-0" UNLESS NOTED OTHERWISE

SHEET: 15

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 2, 2025
Final Approval Date:	October 6, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Request from **Naveed Tharwani** to rezone a 0.182± acre tract located on the west side of Green Street and the east side of Thompson Bridge Road (a/k/a **925 Green Street, NE**), from Neighborhood Business (N-B) to Planned Unit Development (P-U-D). **Ward Number Two**. Tax Parcel Number(s): 01-068-001-005. **Request: Mixed-use building**. • Proposed Rezoning Ordinance 2025-19
Meeting Date:	October 7, 2025

Purpose of Request:
To conduct a public hearing regarding the following zoning request as presented at the September 9, 2025 Planning and Appeals Board Meeting.

Facts & Issues / History & Background:
The applicant is proposing to rezone the subject property to convert a vacant single-family home into a mixed-use building consisting of 5 rental apartments and shared office space. Specifically, the apartment units will include two units on the main level, two units on the second level and one attic apartment. Each apartment consists of one bedroom and one bathroom ranging from 612 square to 756 square feet of heated floor space. The co-working office space will be located on the basement level facing Thompson Bridge Road consisting of 299 square feet of heated floor space with an additional 235 square feet of storage space for the tenants. Vehicular access will remain from Riverside Drive and a total of 9 parking spaces will be provided.

The existing home was built in 1920 and has remained vacant for over 10 years. The home contains 3,320± square feet of heated floor space and the planned interior renovations will increase the heated floor space to 4,840± square feet. The subject property is located within the Gateway Corridor Overlay Zone and the adjacent uses include Riverside Pharmacy, Dream Day Spa Salon, Bobby Gruhn Field at City Park and single-family homes.

Department Recommendation:
Staff recommended approval with seven conditions and PAB recommended approval with eight conditions. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS:

Approval of Ordinance 2025-19 :
I move to approve the ordinance to rezone the subject property from Neighborhood Business (N-B) to Planned Unit Development (P-U-D) with eight conditions as presented.

Denial of the Request:
I move to deny the request.

Department Director:
Rusty Ligon

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Legal Ad
2. PAB Recommendation Report
3. Proposed Rezoning Ordinance 2025-19
4. Location maps
5. Narrative
6. Site plan
7. Topo survey
8. Floor plans
9. Architectural Elevations
10. Isometric views
11. Existing images

151459 9/10, 17, 24, 10/1

IN THE STATE COURT OF HALL COUNTY
STATE OF GEORGIA
RAINA ROBERTS,
Plaintiff,
V,
JUAN RUIZ AND DIESEL TECH SERVICES, INC.
Defendant.
CIVIL ACTION FILE NO.: FILE NO. 2025SV000112
NOTICE OF PUBLICATION
By Order for Service by Publication dated the 6th day of August 2025, Juan Ruiz, you are hereby notified that on the 25th day of January 2025, the above-named Plaintiff filed suit against you for damages arising from a motor vehicle collision, which occurred on or about October 15, 2024 in Hall County, Gainesville, Georgia.
The Plaintiff alleges that the collision was proximately caused by your negligence and seeks recovery for medical expenses, lost wages, pain and suffering, and other damages as may be proven at trial.
You are required to file with the Clerk of the State Court of Hall County, and to serve upon Plaintiff's attorney, whose name and address is:
Matthew Grossman, Esq.
Morgan & Morgan
11605 Haynes Bridge Road, Suite 490
Alpharetta, GA 30009
an Answer in writing within sixty (60) days of the date of the Order for Service by Publication. WITNESS, the Honorable Judge of the State Court of Hall County, Georgia.
This the 27 day of August, 2025
Mark Pettitt, Clerk
State Court of Hall County
By _
Deputy Clerk
151369 9/10, 17, 24, 10/1

IN THE STATE COURT OF HALL COUNTY
STATE OF GEORGIA
SNUKA GERMAINE,
vs.
Plaintiff,
TEVEN BROCK; THREE STAR FARM, LLC; SWINDELL CATTLE CO., LLC and CHRISTOPHER GARCIA, as tenant of the subject premises.
Defendant.
CIVIL ACTION
FILE NO: 2025SV000734
NOTICE OF PUBLICATION
To: Christopher Garcia
4200 Dunagan Road
Gillsville, GA 30543
You are hereby notified that a complaint seeking damages was filed against you in said Court on April 24, 2025 and that by reason of an order for service of summons by publication entered by the Court on the 15" day of August 2025, you are hereby commanded and required to file with the Clerk of said Court and Serve upon Keith R. Foster, Plaintiffs Attorney, whose address is 1895 Phoenix Boulevard, Suite 110 Atlanta, Georgia 30349, Answer to the Complaint within sixty (60) days of the date of the publication order.
This 4 day of September, 2025.
Clerk of Court
STATE COURT OF HALL COUNTY
Submitted by:
THE FOSTER FIRM LLC
One Crown Center
1895 Phoenix Blvd., Suite 110
Atlanta, Georgia 30349
Office: (404) 559-8325
Fax: (404) 559-8335
Email: kfoster@tfflaw.net
151583 9/17, 24, 10/1, 8

You are hereby notified , in accordance with OCGA 40-11-19 (a)(2), that the above referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lied for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. These vehicles are currently located at 4096 (A) Chamblee Road Oakwood, GA 30566.
2019 YAMAHA YZF R6 JYARJ28E8KA003981,
2024 KAWASAKI Z125 PRO JKABRRJ1XRDA30622,
2018 SUBARU CROSSTREK JF2GTAAC7JG258837,
2015 MERCEDES-BENZ GLK WDCGGSHB4FG438981,
2014 JEEP GRAND CHEROKEE 1C4RJFBG93C441102,
2017 FIAT S00X ZBFCFXDB0HP587838
151466 9/10, 17

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Child: Ariah Kaylen Jaramillo Avery Smallwood, Petitioner
v.
Miguel Caballero-Jaramillo. Respondent
Civil Action File No. 2025CV001549CGB
NOTICE OF FILING A PETITION TO CHANGE NAME OF MINOR CHILD
A petition was filed in the Superior Court of Hall County on August 28, 2025, to change the name of the following minor child:
From: Ariah Kaylen Jaramillo
Proposed New Name: Ariah Kaylen Smallwood
Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA sec. 19-12-1(f)(2) and (3).
Dated July 15, 2025
Avery Smallwood, Petitioner, Pro se
Name: Avery Smallwood
Name: 4821 Chestnut Mountain Cir Flowery Branch, GA 30542
Phone: 678-409-7832
Email: arriagadaavery@gmail.com
151368 9/10, 17, 24, 10/1

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Whitlow, Julia Ann, Petitioner.
Civil Action File No. 2025CV001503
NOTICE OF PETITION TO CHANGE NAME
An action was filed in the Superior Court of Hall County on August 18, 2025, to change the Petitioner's name as follows:
Petitioner:
Julia Ann Whitlow
Desired New Name:
Julia Ann Wordcraft
Any interested party has the right to appear in this case file objection before the final judgment is ordered in this case.
Dated: 08/18/25
/s/Julia Ann Whitlow
Name: Julia Ann Whitlow
Address: 250 John W Morrow Jr Pkwy STE 121 Gainesville, GA 30501
Phone: 678-790-5612
Email: juliawhitlow.bestbuy@gmail.com
151244 9/3, 10, 17, 24

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of Johnathan Alexis Patino, Petitioner
Civil Action Case NO. 2025CV001520BCO
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 22nd, 2025, to change Petitioner's name from Johnathan Alexis Patino to Jonathan Del Toro Patino
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: 22 August, 2025
/s/ Johnathan Alexis Patino
Name: Johnathan Alexis Patino
Address: 3315 Abbey Way, Gainesville, Ga 30507
Phone: 678-936-7658
Email: johnath/anpatino@proton.me
151407 9/10, 17, 24, 10/2

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of:
Martiesa Danielle Riley, Petitioner.
Civil Action Case No. 2025CV001545JGB
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 27th, 2025, to change Petitioner's name from Martiesa Danielle Riley to Martiesa Raven Tsungiten-Osi
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: August 27th, 2025
Martiesa Danielle Riley, Pro se
Name: Martiesa Danielle Riley
Address: 700 Washington St. NW, APT 820 Gainesville, GA 30501
Phone: 770-539-2198
Email: martiesa_riley@yahoo.com
151424 9/10, 17, 24, 10/1

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of:
Joshua Morgan Hawkins, Petitioner.
Civil Action Case No. 2025CV001477
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on August 18th, 2025, to change Petitioner's name from Joshua Morgan Hawkins to Joshua Morgan Champion
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: August 27th, 2025
Joshua Morgan Hawkins, Pro se
Name: Joshua Morgan Hawkins
Address: 3620 Mountain View Rd Gainesville, GA 30504-5716
Phone: 470-824-4141
Email: championjoshua71@gmail.com
151446 9/10, 17, 24, 10/3

IN THE SUPERIOR COURT OF HALL, STATE OF GEORGIA, IN RE: CIVIL ACTION FILE NO. 2025CV001562.
NOTICE OF PETITION TO CHANGE NAME//
Notice is hereby given that Holly Philyaw Brannon, filed a petition to the Superior Court of Hall County, Georgia on the 2nd day of September, 2025, praying to change her name from Holly Philyaw Brannon to Holly Wilson Philyaw. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said petition. This 2 nd day of September, 2018.
Christopher D. Elrod,
Attorney for Petitioner, 4209 Oakwood Road, Suite 12, Oakwood, Georgia 30566.
151417 9/10, 17, 24, 10/1

Public Hearings

NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on Monday, October 20, 2025 to consider the following:
1. 3568 Lakeview Drive | Variance to Section 4.3 | to reduce the minimum yards | on a 0.28± acre tract located on the east side of Lakeview Drive approximately 475 feet from its intersection with Pinecrest Drive | Zoned R-1; Tax Parcel 09103A002073 | **Proposed Use: Accessory building** | * Commission District 3 | **Leslie Moore, applicant**
2. (A) 221 Highland Terrace | Variance to Section 5.5 | to reduce the minimum yards | on a 0.34± acre tract located on the west side of Highland Terrace approximately 125 feet from its intersection with West Highland Drive | Zoned I-1; Tax Parcel 00128 002009B | **Proposed Use: Bring existing structure into compliance** | * Commission District 4 | **Generacion De Fe, applicant**
(B) 221 Highland Terrace | Variance to Section 8.1 | to reduce the required parking | on a 0.34± acre tract located on the west side of Highland Terrace approximately 125 feet from its intersection with West Highland Drive | Zoned I-1; Tax Parcel 00128 002009B | **Proposed Use: Place of worship** | * Commission District 4 | **Generacion De Fe, applicant**
3. 2363 Whippoorwill Lane | Variance to section 4.3 | to reduce the minimum yards | on a 0.14± acre tract located on the west side of Whippoorwill Lane approximately 835 feet from its intersection with Sportsman Club Rd | Zoned R-1; Tax Parcel 00109A000029 | **Proposed Use: Residential addition** | * Commission District 4 | **Thomas Ryan & Vicki Beddingfield, applicant**
4. 6421 Honeysuckle Lane | Variance to section 6.1.6 | to reduce the minimum yards | on a 0.42± acre tract located on the east side of Honeysuckle Lane at its intersection with Cherrywood Trail | Zoned PRD; Tax Parcel 10011D000045 | **Proposed Use: Single-family residence** | * Commission District 2 | **EcoStar Modular LLC, J. Allen Watterson, applicant**
5. 3271 & 3270 Buffington Farm Road | Special Use | to amend conditions | on a 55.54± acre tract located on the east and west sides of Buffington Farm Road approximately 520 feet from its intersection with Water Lily Drive | Zoned PRD & AR-1; Tax Parcels 09106 000001A & 09106 000005 | **Proposed Use: Residential subdivision** | ** Commission District 3 | Rochester | **DCCM, applicant**
NOTE: In accordance with Georgia law, anyone who
(a) wishes to express opposition to the proposed rezoning and
(b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating $250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior on the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.
151793 9/17

NOTICE is hereby given that the **Hall County Board of Commissioners** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 6:00 p.m. on **Thursday, October 23, 2025,** to consider the following:
1. 3847 Woodlane Way | Variance to section 3.2 | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**
2. (A) 6756 Spout Springs Road | Variance to section 7.8.3 | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**
(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**
3. 3400 & 3600 Lanier Waterside Drive | Conditional Use | on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**
4. 5481 & 5489 Technology Parkway | Special Use | amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot|** ** Commission District 1 | **Top-End Motor Storage, LLC., applicant**
5. 4797 Plainview Road | Rezone | from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sales |** ** Commission District 1 | **LJA Engineering, Inc., applicant**
6. 5019 Cagle Mill Road | Rezone | from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
7. 4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use | to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
8. (A) 2400 Okelly Road | Rezone | from Planned Industrial Development (PID) to Light Industrial (I1) | on a 119± acre portion of a tract located on the northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | ** Commission District 3 | **Project Turbo, LLC, applicant**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on the northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | ** Commission District 3 | **Project Turbo, LLC, applicant**
9. (A) 5800 Lanier Islands Parkway | Rezone | from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | Proposed use: Uses permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC, applicant**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC, applicant**
NOTE: In accordance with Georgia law, anyone who
(a) wishes to express opposition to the proposed rezoning and
(b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating $250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
* Unless appealed to the Board of Commissioners within 30 days, the Planning Commission's decision will be the final action taken. If appealed, the appeal will be heard by the Board of Commissioners on **Thursday, October 23, 2025, at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
** The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision.
151794 9/17

NOTICE OF PUBLIC HEARING
The Planning Commission of the City of Lula will hear the following requests during the Planning Commission meeting on Tuesday, October 7, 2025 that begins at 6:00 PM at City Hall, 6055 Main Street, Lula, and the Council of the City of Lula will hear the same requests during the Council meeting on Monday, October 20, 2025 that begins at 7:00 PM at the same location.
Property located at 6150 Athens Street, Lula; Hall County Tax Parcel 09071 002026.
The Revive Land Group, LLC seeks to rezone the property that consists of 32.506 acres from Agricultural (A) to Planned Residential Development (PRD) to develop up to 100 lots and amenities consisting of trails, a park, a community area, a pool, a cabana, and a dog park and seeks variances to 1) reduce the side setback from 10 feet to 7.5 feet and 2) encroach upon the exterior perimeter buffer to grade and replant the buffer.
All interested parties are invited to attend and be heard.
If you have questions or comments regarding this application or need special accommodations, then please contact Frank Etheridge, City Manager, at City Hall.
If you speak regarding this application, then you must complete a Campaign Disclosure form if you have made campaign contributions in the amount of $250.00 or more to any member of the Council within two years of the date of the public hearing.
151578 9/10, 9/17

The Buford City Commission will hold a public hearing on Monday, October 6, 2025 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a zoning modification at 112 Holiday Road from zoning conditions of #Z-23-07 approved by City Commission on March 6, 2023. The applicant is Jacob Hand. The zoning modification is to modify condition #9 to eliminate road improvements including curb and gutter and 5-foot sidewalk along Holiday Road.
151696 9/17, 24, 10/1

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP
Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, October 7, 2025 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from **Tres Hermanos Groceries, LLC** to rezone a 0.57± acre tract located on the east side of Chestnut Street, between High Street and Martin Luther King Jr. Boulevard (a/k/a **819 and 829 Chestnut Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 01-033-002-005
Request: Residential townhomes
2) Request from **Naveed Tharwani** to rezone a 0.182± acre tract located on the west side of Green Street and the east side of Thompson Bridge Road (a/k/a **925 Green Street, NE**), from Neighborhood Business (N-B) to Planned Unit Development (P-U-D).
Ward Number: Two
Tax Parcel Number(s): 01-068-001-005
Request: Mixed-use building
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.
NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and hasmade, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with thePlanning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA §36-67A-3 3 {c})
151787 9/17

Public Sales/Auctions

Extra Space Storage will hold a public auction to sell

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... Naveed Tharwani
Location..... 925 Green Street, NE
Request..... Rezone from N-B to P-U-D
Total Acres ..... 0.182± acre tract
Ward..... Two
Proposed Use..... Mixed-use building
Planning Division Staff Recommendation ..... **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... September 9, 2025

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

The applicant is proposing to rezone the subject property to convert and significantly renovate a vacant single-family home into a mixed-use building consisting of 5 rental apartments and shared office space. The existing home was built in 1920 and has remained vacant for over 10 years. The home contains 3,320± square feet of heated floor space and the planned interior/exterior renovations will increase the heated floor space to 4,840± square feet.

Specifically, the apartment units will include two units on the main level, two units on the second level and one attic apartment. Each apartment consists of one bedroom and one bathroom ranging from 612 square to 756 square feet of heated floor space. Co-working office space will be located on the basement level facing Thompson Bridge Road consisting of 299 square feet of heated floor space with an additional 235 square feet of storage space for the tenants. Exterior additions include an enclosed stairwell, first and second floor outdoor deck space, covered patio/balcony for the attic space, and partially covered basement level patio space. In addition, a trash receptacle enclosure is proposed on the south side of the structure adjacent to the shared driveway.

Vehicular access will remain from Riverside Drive through an existing perpetual access easement with the adjacent Dream Nail Day Spa property. Vehicles entering will share the existing driveway on Riverside Drive in front of the Dream Nail Day Spa and will pass around the spa building to the proposed parking lot. Exiting vehicles will use the shared drive located between the two structures. The existing parking area and drive aisles will be resurfaced with new striping and access arrows to provide for better traffic flow to accommodate a total of 9 parking spaces.

The subject property is located within the Gateway Corridor Overlay Zone.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Riverside Pharmacy	Neighborhood Business (N-B)
South	Dream Nail Day Spa	Neighborhood Business (N-B)
East	Bobby Gruhn Field at City Park	Residential-I (R-I)
West	Single-family homes (Green Street Circle)	Residential-I (R-I)

- ***Other Departmental Comments***

Coordination with the Georgia Department of Transportation is required for this site.

- ***Zoning History***

2025 - A request by Kelley Intown Properties (Kim Kelley) to rezone a 1.09± acres tract located at 1038 Riverside Terrace, NE and 1037, 1045 and 1053 Riverside Drive, NE from Residential-I (R-I) to Residential-II (R-II) was approved with conditions for 8 residential condominiums.

2023 - A request by Bradley Dunckel to amend the zoning conditions on a 1.38± acres tract located at 1180 Riverside Terrace, NE zoned Residential-II (R-II) was approved with conditions for seven residential condominiums.

2023 - A request by Bradley Dunckel to rezone a 0.48± acre tract located at 1113 and 1117 Green Street Circle from Residential-I (R-I) to Office and Institutional (O-I) was approved with conditions for office uses.

2019 - A request by S & E Holdings to rezone a 2.48± acres tract located at 0, 718, 736 Green Street, NE and 430 Glenwood Drive, NE from Residential-I (R-I) to Residential and Office (R-O) was approved for 25 townhomes and office space.

2017 - A request by The 5 MCS, LLC to rezone a 5.24± acres tract located at 1012 Enota Avenue from Residential-I (R-I) and Planned Unit Development (P-U-D) to Planned Unit Development (P-U-D) was approved with conditions for an assisted living facility, townhome cottages and a single-family home.

2015 - A request by JHME Properties, L.P. for special use approval for a Dunkin Donuts restaurant within the Neighborhood Business (N-B) zoning district located at 1191 Thompson Bridge Road was approved with conditions.

- ***Staff Analysis***

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

The subject tract is located along a commercial node consisting of a mixture of uses which includes the Riverside Pharmacy, Dream Nail Day Spa, Bobby Gruhn Field at City Park and single-family homes. The proposed mixed-use appears appropriate given the mixture of uses and zoning districts within the immediate area which consist of Residential-I (R-I), Residential and Office (R-O), Neighborhood Business (N-B) and General Business (G-B).

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

The proposed use should have minimal effects on the surrounding and nearby properties and will vastly improve an otherwise blighted property. The neighboring Dream Day Nail Spa property would be most impacted as it currently shares full access with the subject property. Entering and exiting the property presents a challenge in part due to the lack of orderly parking. A parking/access plan with new striping, drive aisle arrows and curb stops for the parking spaces are needed. The hours of operation of the neighboring spa are Monday through Saturday from 9 AM to 8 PM, which should help offset the AM peak hour traffic movements.

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

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

According to the Character Area map for the City of Gainesville, the subject property is located within the Traditional Neighborhoods Character Area. This character area includes Parks and recreation, single-family residential, multi-family residential, limited general mixed-use, commercial (retail and office), and public and institutional uses. Although the area is mostly built-out, opportunities for infill development should be promoted as they arise and neighborhood-serving businesses are encouraged.

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

The property is zoned Neighborhood Business (N-B) which does not inherently allow residential uses. The existing vacant home is considered a legal nonconforming use that was established prior to the current zoning. The applicant's desire is to rezone the property to a Planned Unit Development (P-U-D) for five apartments and co-working office space at a residential density of 27.5 dwelling units per acre. The applicant specifically chose an adaptive reuse of the subject property/structure due to its walkability to nearby City Park, shopping and restaurants.

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

City water, sewer and public safety services are currently provided to the property and are sufficient. Gainesville Fire Station #2 is located off Cleveland Highway and is approximately 2.0± miles from the subject property.

The proposal will slightly increase ingress and egress traffic movements on Green Street. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the five, one-bedroom apartments and co-working office space could generate on average 37± new trips per day, 6± A.M./P.M. peak hour trips.

The proposed use will have minimal impact on the Gainesville City School System given there are only five one-bedroom units proposed. The proposed apartments are one bedroom and one bathroom units designed for working professionals instead of families with children.

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

The proposed use is supported by the Comprehensive Plan and would vastly improve the aesthetics of the property. Other aging properties within the immediate area have been renovated or redeveloped. This is anticipated to continue due to the limited availability of developable land. Some of these uses include Causey Orthodontics, Mountain Valley Community Bank, City Park Pizza and the Liberty Longstreet rental cottages.

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

Based on the Comprehensive Plan and the adjacent mixture of uses, the proposed rezoning request with the recommended conditions appears to reflect a reasonable balance between the

promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property.

- ***Staff Recommendation***

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

Conditions

1. **The development shall be generally consistent with the site plan and the architectural style of the architectural elevations and drawings submitted with this rezoning application.**

2. **The use of the property shall be limited to a maximum of 5 residential units and an office.**

3. **The frontage landscape areas facing Green Street and Thompson Bridge Road shall be maintained and sodded with grass. Minimum 3-inch caliper size hardwood trees shall be required within all frontage landscape areas where possible and are subject to the approval of the Community and Economic Development Director.**

4. **Individual garbage containers shall be stored at the side of the existing building as depicted on the applicants architectural rendering. In lieu of the individual garbage containers, an enclosed trash dumpster may be permitted if shared with the adjacent Dream Nail Day Spa property to the south.**

5. **All access point design for the subject property shall be submitted for review by the Gainesville Public Works Director and the Georgia Department of Transportation. Approval of said design shall be required prior to issuance of a building permit. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**

6. **The existing parking lot and shared exit drive shall be resurfaced and improved with parking lot striping, wheel stops and painted access arrows per the review and approval of the Gainesville Public Works Director.**

7. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Excerpts from the September 9, 2025 PAB Meeting Minutes

Applicant Presentation: Naveed Tharwani, 5634 Woodland Circle, spoke about his background, goal of building community not just a business, collaborative effort and keeping with the local vision of the Green Street area. He spoke about the trash bins being located at a higher elevation making it easier for a tenant to rollout for pickup.

Leslie White, 689 Piedmont Road, Resource Property Group, spoke about her background, reason for being a part of the project was community, specializes in multi-family and development along with many projects in the city being one-bedroom communities. She

spoke about renovating property and the parking spaces for a larger development that has 18 bedrooms and only 20 parking spaces that has never had a complaint/parking issue. She had spoken with the city sanitation Director Billy Carder regarding trash pick-up and gave the board a hand drawn sketch depicting the location of them. Also, tenants would be educated along with a handbook and implement fines if the bins were left. The project would be "Class A" and would be renting to the same type, along with background checks, employment and income with rental rate target of 1,600 to 1,800 and up with a demography of young professionals and the reason for the flex space in the basement. She gave an example of a resort style property in North Hall and the same Class A work for this project by increasing the value of the nail salon, Riverside Pharmacy, the corridor along with plans coming for Greens Groceries.

Josh Kilby, 621 Washington Street, Suite B3, stated he builds very nice properties, builds custom homes only and had completed several high-end projects for the applicant in the past. He advised the project will be top-tier work and the entrance would be from Green Street.

Deputy Director Tate and Board Member Young mentioned the revised parking plan. Mr. Kilby advised it was the first attempt to work together with the nail salon and planned for nine parking spaces. There was discussion of other one-bedroom properties managed by Ms. White that had less than 1.6 parking requirement with no issues or problems with parking.

Board Member Fleming asked if a dumpster would be shared with the nail salon and thought the concept was very nice and great use. Ms. White advised they did not want a dumpster and had spoken with Billy Carter with the Gainesville Sanitation Department regarding individual trash bins. There was a discussion regarding problems with dumpsters, other projects with individual trash bins changed the aesthetics, the goal being of high quality and a project to be proud of.

FAVOR: None

OPPOSE: Nan Nilar Win, 915 Green Street, owner of Dream Day Spa, did not speak English well but concerns mentioned were parking, shared dumpster, entrance/exit being difficult and more time to understand the project.

Board Comments: Chair Carter agreed the project architecturally was very nice but had received comments regarding the aggressiveness of the project on a small lot including the five units but mainly the parking situation along with an easement with another business. Concerns were what happened if tenants have guests visit and take up other tenants parking areas and if tenants were only allowed one car per unit rented.

Ms. White advised the tenants would be educated before receiving a key and communicated in a community policy handbook, parking reviewed in person at the initial move-in inspection, only one car allowed per unit with assigned parking space, guest park at the parking deck and use shuttle. There would be no parties unless it was a community event. Mr. Tharwani agreed to have assigned parking for the tenants with a plan of action being actively managed and will expect to receive a call from the neighboring businesses if a problem arises. He also advised it would be a very nice luxury one-bedroom, one person with walkability to town and possibly being a nurse practitioner on residency at the hospital or type of client. He advised it would be a property that is maintained and with the area being a health care town a great advantage point for doctors needing a place and an apartment for those wanting to utilize what the town has to offer.

Board Member Young asked about the use of the joint co-working space and the dog park. Mr. Tharwani stated the office space would be for use only by the tenants/residents and could be reserved by them. Ms. White advised it would be an amenity for tenants along with

locker style storage space and the units would be pet friendly with only one pet per door. The dog park would have benches and a place to unleash the pets.

Board Member Martin concern was parking in the surrounding business spaces with it being surrounded by two commercial lots. They advised vehicles parked in other areas would risk being towed with signs posted, possibly post signs in each parking lot for Riverside Pharmacy and the apartments if needed. It was mentioned there would be ways to watch the parking area and the tenants could tell friends not to violate the parking rules especially after being towed once.

Chair Carter confirmed there would be one parking space for each tenant/unit with one handicap space and three additional spaces for visitors for a total of nine spaces.

Board Member DeFoor asked for clarification as to the flow of traffic from Green Street and was advised the flow would be the same entering at the nail salon and exiting through the easement creating a 10 percent increase of existing traffic flow.

Board Member Fleming asked if the nail salon was in agreement with the changes including the dog park. They advised the easement has been in place for years and the dog park would be located on the side of the pharmacy. The dog park would be located in a grass field which is lower and would have to look down into the dog park.

Board Member Simmons asked if there was an agreement with the city for trash pickup. He was advised Ms. White and Mr. Carter have worked together on three other projects which were transitioned from dumpsters to the city and was told there was not an issue with the collection of the trash. Ms. White said the trash receptacles would be fenced and enclosed located on the right side not visible from the street.

Chair Carter advised with suggested changes to the conditions that an amendment could be made such as a new site plan indicating the nine parking spaces, confirmation from the city on the trash pickup. Deputy Tate stated if a recommendation is considered, then there would be ample time to address it before City Council and provide the information to both boards.

The applicant stated the conditions would be met in the timeframe suggested along with an updated site plan showing parking and trash placement. Ms. White advised she would bring an example of the community handbook to the next meeting.

Board Member Young stated the trend of big box stores with oceans of concrete and finding all the parking spaces are not needed and some projects here are not using the full amount allocated. The applicant agreed that we are moving to an Uber versed remote car world within the next five to ten years along, robo-taxi and living in Atlanta with zero spaces. He spoke about people realizing the cost of vehicles with insurance, groceries being delivered to homes, Amazon deliveries and limiting times to actually go out and is the new trend. They stated people working at the hospital including nurse practitioners do not have vehicles.

Deputy Tate confirmed the motion if moving forward would need to address requiring a minimum of nine parking spaces, assigned spaces marked in the parking lot and within the lease agreement as well as addressing the trash receptacle location and confirmation of the city picking up the trash.

Chair Carter encouraged the applicant to continue to work with the neighboring businesses including the spa and pharmacy trying to proactively prevent problems from arising. The applicant agreed to include them in an email with options to help with signage and being a good neighbor. Ms. White agreed and it would be a community collaboration and effort.

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

Conditions

1. **The development shall be generally consistent with the site plan and the architectural style of the architectural elevations and drawings submitted with this rezoning application.**
2. **The use of the property shall be limited to a maximum of 5 residential units and an office.**
3. **The frontage landscape areas facing Green Street and Thompson Bridge Road shall be maintained and sodded with grass. Minimum 3-inch caliper size hardwood trees shall be required within all frontage landscape areas where possible and are subject to the approval of the Community and Economic Development Director.**
4. **Individual garbage containers shall be stored at the side of the existing building as depicted on the applicant's architectural rendering. Written confirmation from the Gainesville Solid Waste Department shall be required to provide trash pick-up for the proposed development. In lieu of the individual garbage containers, an enclosed trash dumpster may be permitted if shared with the adjacent Dream Nail Day Spa property to the south.**
5. **All access point design for the subject property shall be submitted for review by the Gainesville Public Works Director and the Georgia Department of Transportation. Approval of said design shall be required prior to issuance of a building permit. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
6. **The existing parking lot and shared exit drive shall be resurfaced and improved with parking lot striping, wheel stops and painted access arrows per the review and approval of the Gainesville Public Works Director.**
7. **A minimum of 9 accessible parking spaces shall be required for the proposed development. Each residential unit shall be assigned a minimum of 1 parking space that is clearly designated within the parking lot and stated within the official lease agreement.**
8. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Motion made by Board Member Young
Motion seconded by Board Member Simmons
Vote – 5 favor, 1 oppose (Martin), 1 recusal (Thompson)

Passed: _____

AN ORDINANCE

No. 2025-19

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 0.182± ACRE TRACT LOCATED ON THE WEST SIDE OF GREEN STREET AND THE EAST SIDE OF THOMPSON BRIDGE ROAD (A/K/A 925 GREEN STREET, NE), FROM NEIGHBORHOOD BUSINESS (N-B) TO PLANNED UNIT DEVELOPMENT WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

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

Conditions

1. **The development shall be generally consistent with the site plan and the architectural style of the architectural elevations and drawings submitted with this rezoning application.**
2. **The use of the property shall be limited to a maximum of 5 residential units and an office.**
3. **The frontage landscape areas facing Green Street and Thompson Bridge Road shall be maintained and sodded with grass. Minimum 3-inch caliper size hardwood trees shall be required within all frontage landscape areas where possible and are subject to the approval of the Community and Economic Development Director.**
4. **Individual garbage containers shall be stored at the side of the existing building as depicted on the applicant's architectural rendering. Written confirmation from the Gainesville Solid Waste Department shall be required to provide trash pick-up for the proposed development. In lieu of the individual garbage containers, an enclosed trash dumpster may be permitted if shared with the adjacent Dream Nail Day Spa property to the south.**
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6. **The existing parking lot and shared exit drive shall be resurfaced and improved with parking lot striping, wheel stops and painted access arrows per the review and approval of the Gainesville Public Works Director.**
7. **A minimum of 9 accessible parking spaces shall be required for the proposed development. Each residential unit shall be assigned a minimum of 1 parking space that is clearly designated within the parking lot and stated within the official lease agreement.**
8. **An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 14, 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point on the West right-of-way of U.S. Highway 129 also known as Ronnie Green Parkway having a State Plane coordinate of Northing: 1569032.32, Easting: 2398838.14 (Georgia West Zone, North American Datum of 1988); Thence continuing along the Western right-of-way of U.S. Highway 129 South 18°54'18" West, a distance of 58.92 feet to a point; Thence leaving the right-of-way of U.S. Highway 129 and along the property now or formerly of Dream Day Spa Inc. North 79°01'41" West, a distance of 117.80 feet to a point on the East right-of-way of S.R. 60 also known as Thompson Bridge Road; Thence along the East right-of-way of S.R. 60 North 09°22'50" West, a distance of 64.60 feet to a point; Thence leaving the right-of-way of S.R. 60 and along the property now or formerly of Scottie S. Barton South 78°10'31" East, a distance of 148.42 feet to the POINT OF BEGINNING.

Said tract contains 0.182 acres or 7,906 square feet.

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

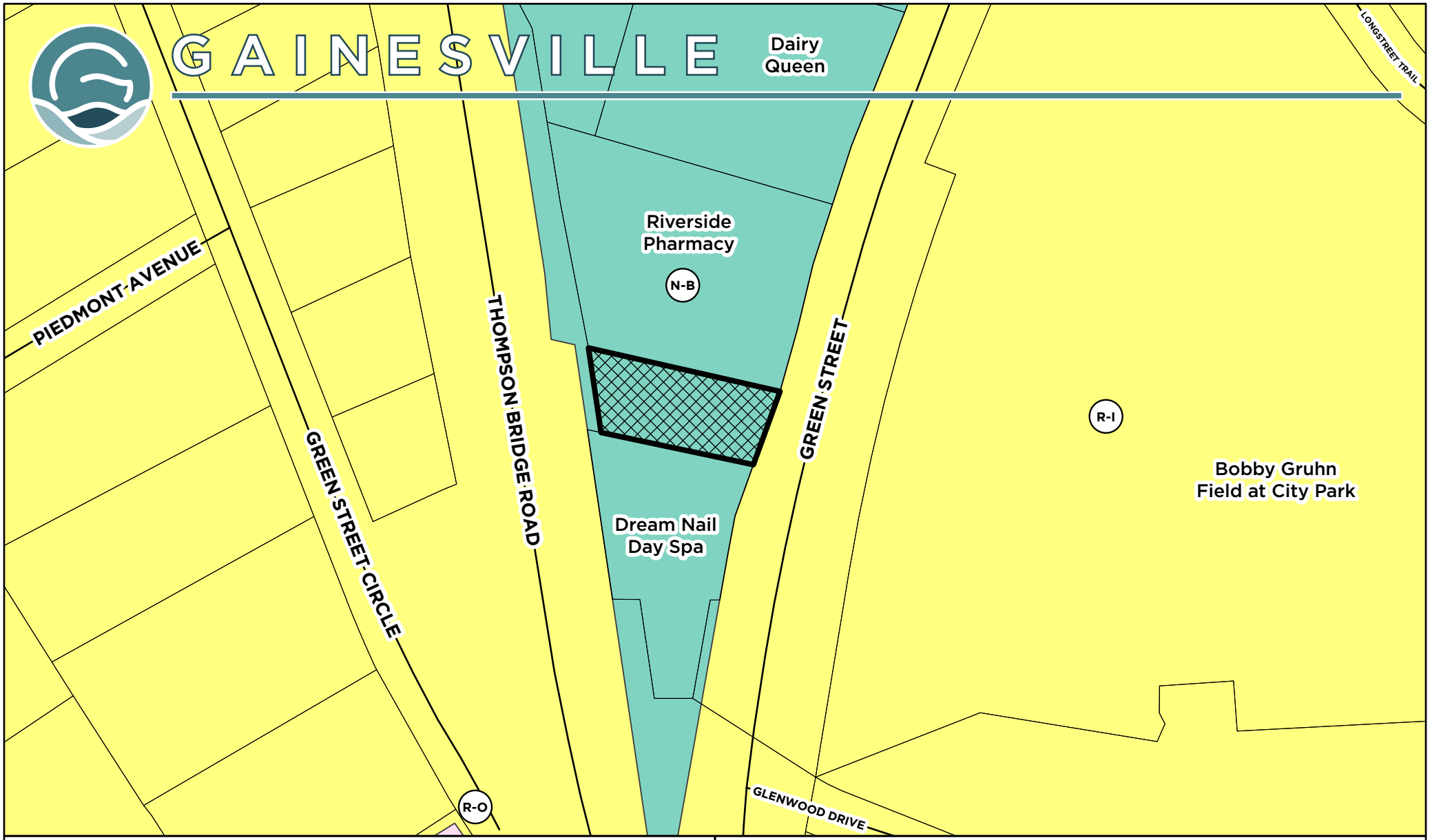
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

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:

Alisa Grayson, City Clerk



Applicant:

NAVEED THARWANI

REZONING REQUEST

Request:
Rezone +/- 0.182 AC from Neighborhood Business (N-B) to Planned Unit Development (P-U-D) for a mixed-use building.

Subject Property Address:
925 Green St, NE

Tax Parcel:
01-068-001-005

Subject Property

Meeting Date: 09/09/2025

Map Prepared: 08/05/2025

0 50 100 200 200 Feet

Scale: 1" = 100'

N W E S

Applicant:

NAVEED THARWANI

REZONING REQUEST

Request:
Rezone +/- 0.182 AC from Neighborhood Business (N-B) to Planned Unit Development (P-U-D) for a mixed-use building.

Subject Property Address:
925 Green St, NE

Tax Parcel:
01-068-001-005

Subject Property

Aerial from 2023

Meeting Date: 09/09/2025

Map Prepared: 08/05/2025

0 50 100 200 200 Feet

Scale: 1" = 100'

N W E S

Rezoning Narrative Letter

Date: July 25, 2025

To: Gainesville Planning Department

From: Dr. Naveed Tharwani, Owner

RE: Rezoning Request – 925 Green Street, Gainesville, GA 30501

Dear Planning Staff and Zoning Board Members,

I respectfully submit this application to rezone the property located at 925 Green Street in Gainesville, Hall County. The parcel is approximately 0.182 acres (7,906 sq ft) and lies in Land Lot 147 of the 9th District. I am the sole owner of this property.

1. Purpose of Rezoning

The property is currently zoned Neighborhood Business (N-B), and I am requesting a change to mixed-use PUD to allow for a low-impact, professional office use and five residential (multi family) units. The proposed use includes a small team of professionals utilizing the existing structure and incoming of five residential tenants. The proposed alterations include minimal footprint adjustments and a façade refresh with no substantial alterations to the building footprint or surrounding environment.

2. Alignment with Gainesville's Vision

This rezoning aligns with the City of Gainesville's Comprehensive Plan and Future Land Use Map, which envisions infill redevelopment and professional office use along the Green Street corridor. Our proposal complements the mix of residential, institutional, and commercial uses in the area and enhances the corridor's professional character while preserving its historic charm.

3. Public Benefit and Compatibility

- Traffic Impact: Minimal traffic during standard business hours.
- Aesthetic Fit: Minimal changes to building footprint; appearance consistent with neighborhood and historical context.
- Neighborhood Character: No noise or nuisance impact.

4. Site Features and Access

The site is located at the corner of Green Street (U.S. 129) and Thompson Bridge Road (S.R. 60), with existing vehicular access and space for on-site parking. A civil survey and architectural plans are included for reference.

5. Our Design Incorporates

- Adaptive reuse of the structure to preserve neighborhood scale and minimize disruption
- ADA-compliant unit and tenant amenity spaces
- Reconfiguration of the basement level for new office and shared-use areas
- Exterior enhancements and streetscape improvements designed in harmony with the corridor's architectural standards

6. Conclusion

This rezoning request represents a responsible and thoughtful adaptive reuse of an existing property that will enhance the corridor while respecting the existing community. I appreciate your consideration and welcome any questions or opportunities to clarify our intentions at the upcoming public hearing.

Sincerely,

Dr. Naveed Tharwani
Owner, 925 Green Street
(770) 846-8671
rxtharwani@gmail.com

draaw studio LLC

design - re-imagine - adapt | architects workshop

925 GREEN ST architectural and project narrative **2029 07/25**

PROJECT SCOPE AND NARRATIVE:

Existing structure: +/- **3,320**SF OF **HEATED** SPACE

Three story structure – attic as unused space

- Office occupancy
  - Basement level: +/- 520SF
  - Main level: +/- 1,400SF
  - Upper level: +/- 1,400SF

PROPOSED modifications: +/- **4,840**SF OF **HEATED** SPACE

Three and a half story structure – utilize attic space as one (1) tenant space

Introduce dormers to existing roof massing for added daylight and natural ventilation

- Convert to Mixed Use PUD Occupancy
  - Office Occupancy
    - Basement level: 299SF
  - Residential (R-2) SEE FLOOR PLAN FOR BREAKDOWN
    - Basement level: 454SF (storage and tenant amenity)
    - Main level: 1,580SF
    - Upper level: 1,580SF
    - Attic level: 927SF
- Provide FIVE (5) new residential (R-2) units
  - Each unit is to be a ONE (1) bedroom, ONE (1) bathroom units
  - All FIVE (5) units will be available for lease
- PARKING:
  - PER TABLE 9-17-5-2 OF THE ARTICLE 9-17, ACCESS, PARKING AND LOADING GAINESVILLE, GA, UNIFIED LAND DEVELOPMENT CODE
    - 5 RESIDENTIAL (R-2) UNITS
      - APARTMENT, ONE BEDROOM
        - 1.5 PER UNIT PLUS 0.1 PER UNIT FOR GUEST SPACE
        - 1.5 PARKING SPACES PER UNIT = 5*1.5 = 7.5
        - **PLUS** 0.1 PER UNIT FOR GUESTS
          - 0.1 + 5 = 0.5
      - 7.5 + 0.5 = 8 PARKING SPACES
  - OFFICE
    - ONE PER 300 SQUARE FEET
      - AT 299SF TOTAL = 1 PARKING SPACES
  - 8 SPACES PLUS 1 SPACE = 9 TOTAL PARKING SPACES
  - ADA REQUIREMENTS:
    - BETWEEN 1 AND 25 SPACES = 1 REQUIRED ADA PARKING SPACE

- **ADDITIONAL INFORMATION IN THE NARRATIVE TO INCLUDE THE FOLLOWING:**
  - **BACKGROUND OF THE PROPERTY AND PREVIOUS USE, HOW LONG IT'S BEEN VACANT?**
    - VACANT FOR ENTIRE OWNERSHIP OF CURRENT OWNER, ASSUME OVER 10 YEARS AS BEING VACANT
  - **OFFICE SPACE ANTICIPATED HOURS OF OPERATION.**
    - MONDAY - FRIDAY 9-5PM
  - **AMENITIES**
    - TENANT STORAGE
    - TENANT MAIL PICK UP AND DROP OFF
    - PARKING ON SITE
    - TRASH PICK UP BY CITY
  - **ANY SPECIFIC DESIGN STANDARDS THAT WOULD BE VARIED AS PART OF THE PUD ZONING SUCH AS ACCESS AISLE WIDTHS, # OF PARKING SPACES AND SUCH?**
    - NO FURTHER DESIGN STANDARDS OUTSIDE OF CONVERTING FROM TYPICAL OFFICE TO RESIDENTIAL (R-2)
  - **PROPERTY MAINTENANCE**
    - RESOURCE PROPERTY GROUP (RPG) WILL HANDLE ALL MAINTENANCE WORK ORDERS
      - THIS INCLUDES LANDSCAPING AND OTHER RELATED TASKS
  - **SOLID WASTE PICK-UP.**
    - THE HEAD OF CITY SANITATION WITHIN THE CITY OF GAINESVILLE HAS BEEN BRIEFED REGARDING THE REMOVAL OF THE EXISTING DUMPSTER AND RESOURCE PROPERTY GROUP (RPG) HAS REQUESTED THAT RESIDENTS OF 925 GREEN STREET BE ADDED TO THE CITY'S REGULAR TRASH PICKUP SERVICE
      - GIVEN THE LOW VOLUME OF RENTALS, WE ANTICIPATE THEY WILL BE ABLE TO ACCOMMODATE THIS REQUEST
        - WE SEE, AND HOPE THE CITY OFFICIALS WILL AGREE, THAT THE EXISTING DUMPSTER IS A PUBLIC EYESORE
  - **CONSTRUCTION TIMELINE**
    - 7 TO 8 MONTHS

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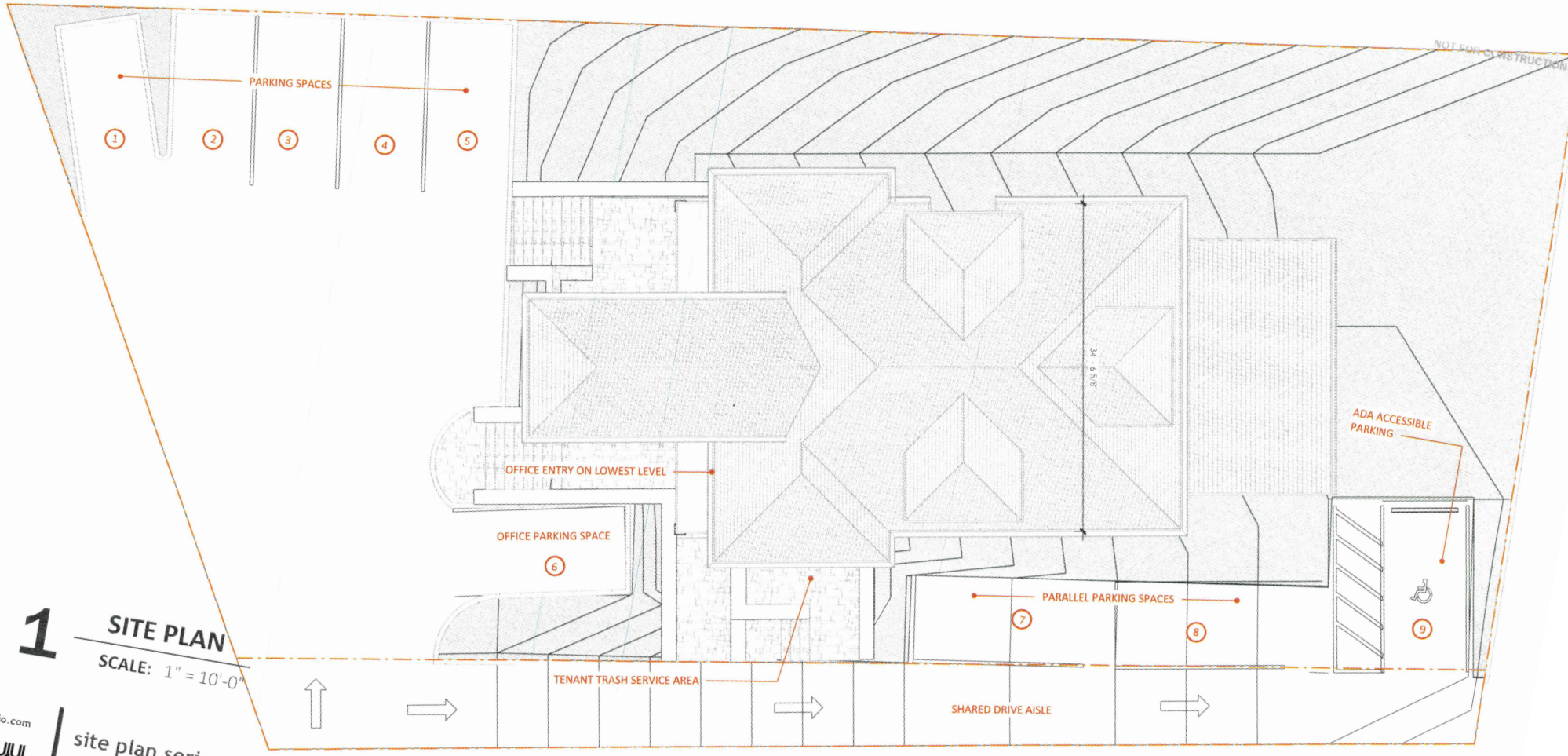

1 SITE PLAN

SCALE: 1" = 10'-0"

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site plan series

925 Green St. - re-zoning package

ASP01

Scale 1" = 10'-0"

project number 25_024

client:

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DRAFT

VICINITY MAP
SCALE: NTS

LEGEND

AKA	–	ALSO KNOWN AS
CMF	–	CONCRETE MONUMENT FOUND
CONC	–	CONCRETE
DB,PG	–	DEED BOOK, PAGE
EC	–	EDGE OF CONCRETE
EP	–	EDGE OF PAVEMENT
FFE	–	FINISHED FLOOR ELEVATION
FSW	–	FREE STANDING WALL
GM	–	GAS METER
MB	–	MAILBOX
N/F	–	NOW OR FORMERLY
PB,PG	–	PLAT BOOK, PAGE
–P/T–	–	POWER & TELEPHONE LINE
P/L	–	PROPERTY LINE
PP	–	POWER POLE
RET.	–	RETAINING
R/W	–	RIGHT OF WAY
SWCB	–	SINGLE–WING CATCH BASIN

SURVEY NOTES

1. THE FIELD DATA DATED 8/23/2024 UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 13,902 FEET AND AN ANGULAR ERROR OF 2" SECONDS PER ANGLE AND WAS ADJUSTED USING LEAST SQUARES. A TRIMBLE S–SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE) AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R12–i GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE.

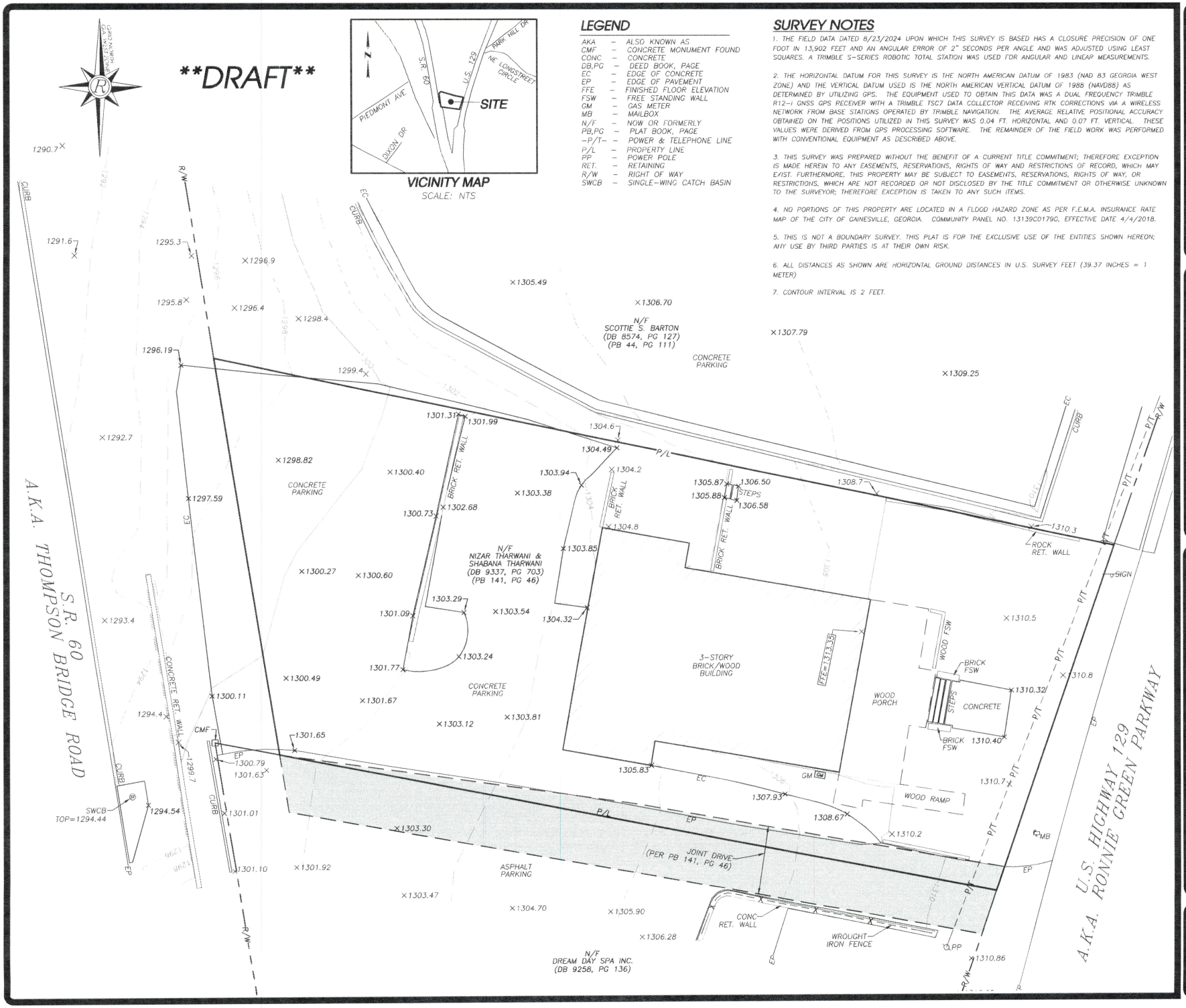
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

4. NO PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. INSURANCE RATE MAP OF THE CITY OF GAINESVILLE, GEORGIA. COMMUNITY PANEL NO. 13139C0179G, EFFECTIVE DATE 4/4/2018.

5. THIS IS NOT A BOUNDARY SURVEY. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

6. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)

7. CONTOUR INTERVAL IS 2 FEET.



Rochester | DCCM
Rochester & Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 p | rochester.dccm.com

TOPOGRAPHIC SURVEY FOR
925 GREEN STREET
LAND LOT 147, 9th DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

REVISIONS

GRAPHIC SCALE
0 5 10 20'

SHEET 1 OF 1
DATE: 08/27/2024
SCALE: 1"=10'
JOB NO.: 022-102.DRE
DRAWN BY: AJA
FILE NO.: SRW.01

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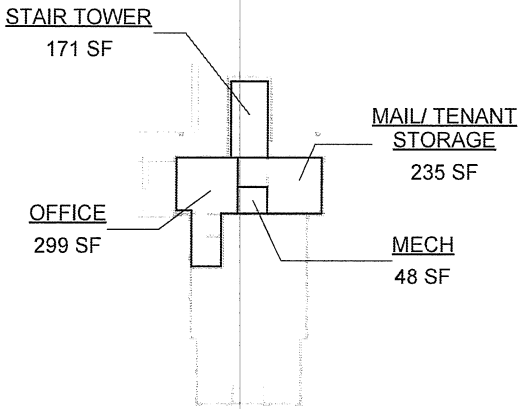
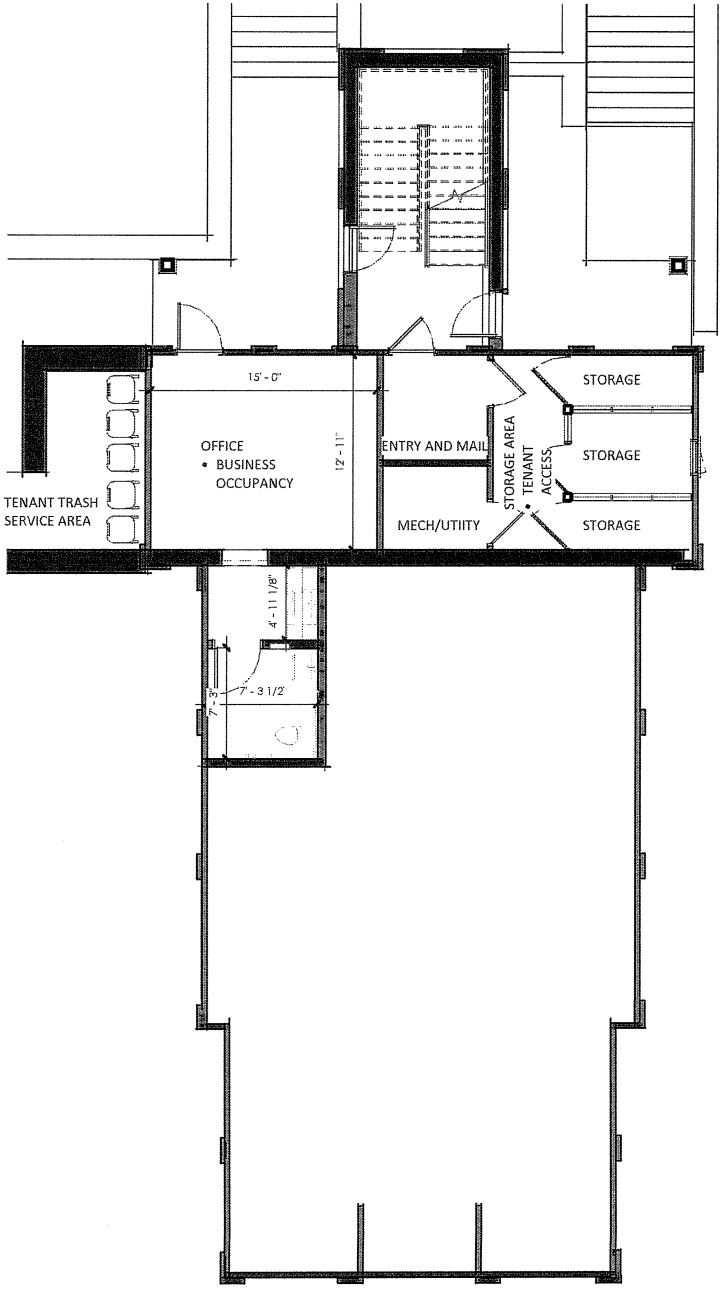


2 BASEMENT AREA PLAN

SCALE: 1" = 30'-0"



1 00_basment level

SCALE: 1/8" = 1'-0"

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floor plan series

925 Green St. - re-zoning package

CR A100

Scale	As indicated
project number	25_024
client:	Tharawani

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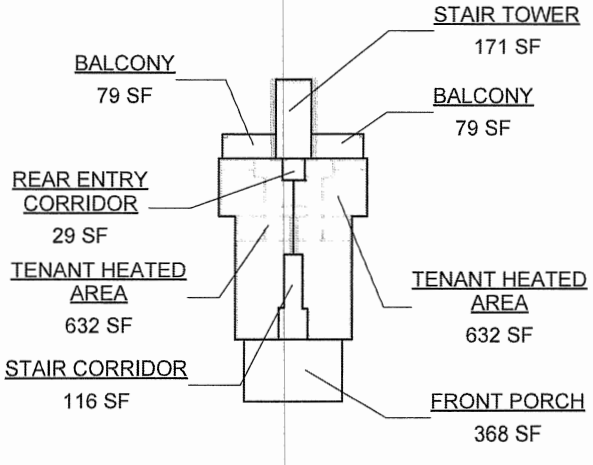

2 MAIN LEVEL AREA PLAN

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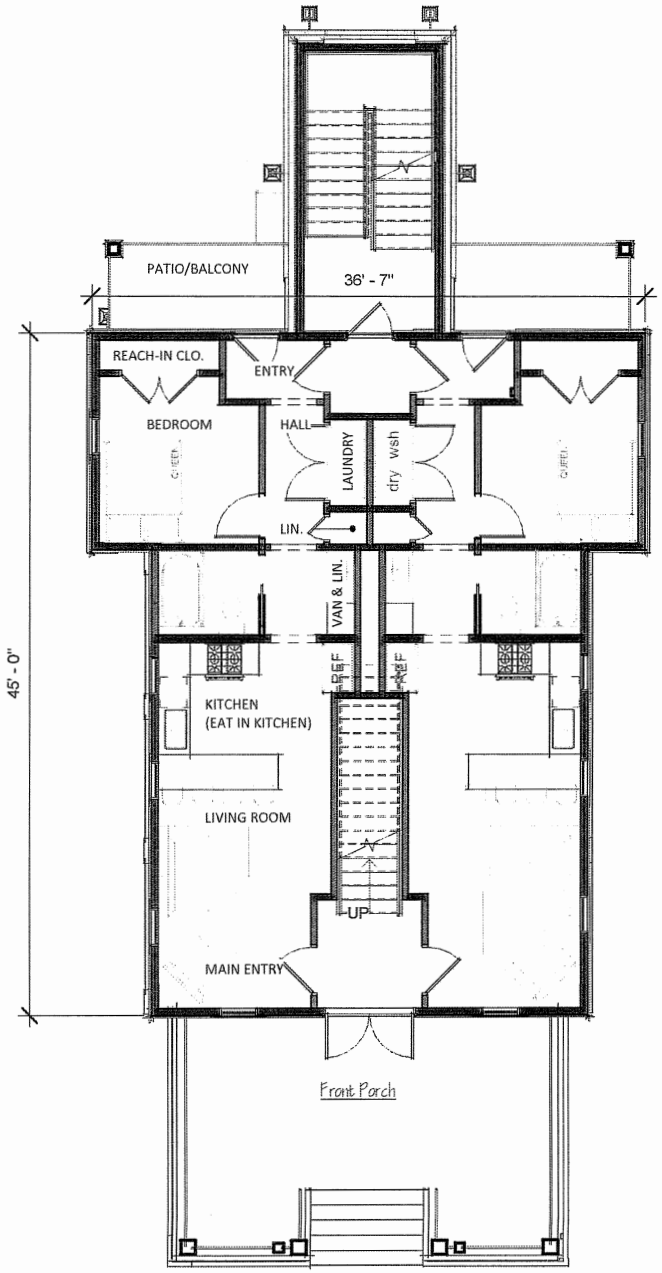

1 01_main level

SCALE: 1/8" = 1'-0"

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floor plan series

925 Green St. - re-zoning package

CR A101

Scale	As indicated
project number	25_024
client:	Tharawani

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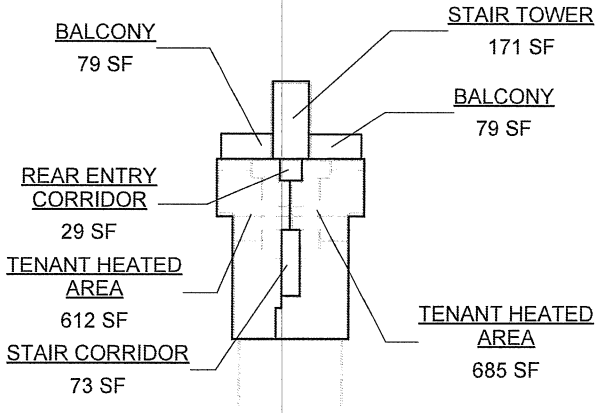

2 UPPER LEVEL AREA PLAN

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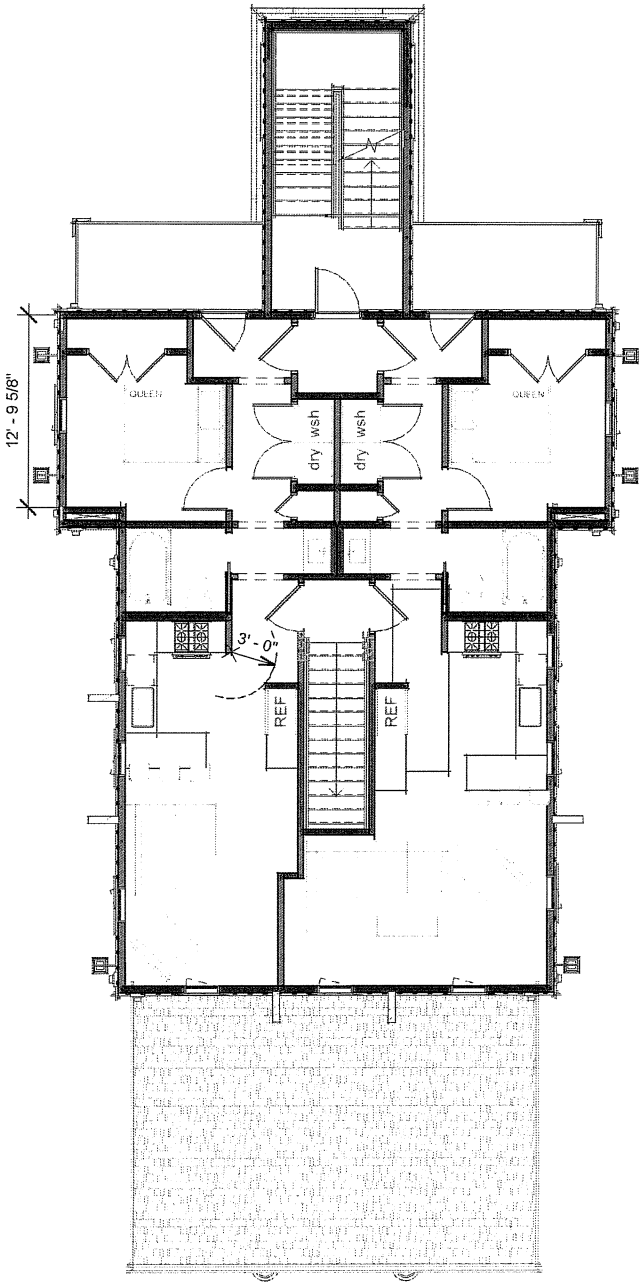

1 02_upper level

SCALE: 1/8" = 1'-0"

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floor plan series

925 Green St. - re-zoning package

CR A102

Scale	As indicated
project number	25_024
client:	Tharawani

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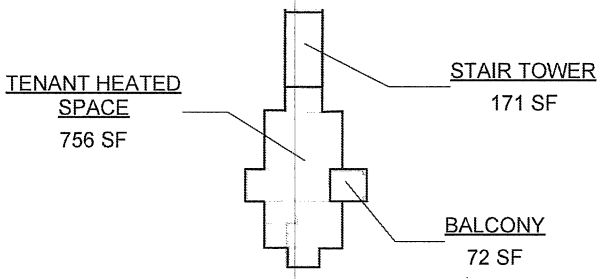
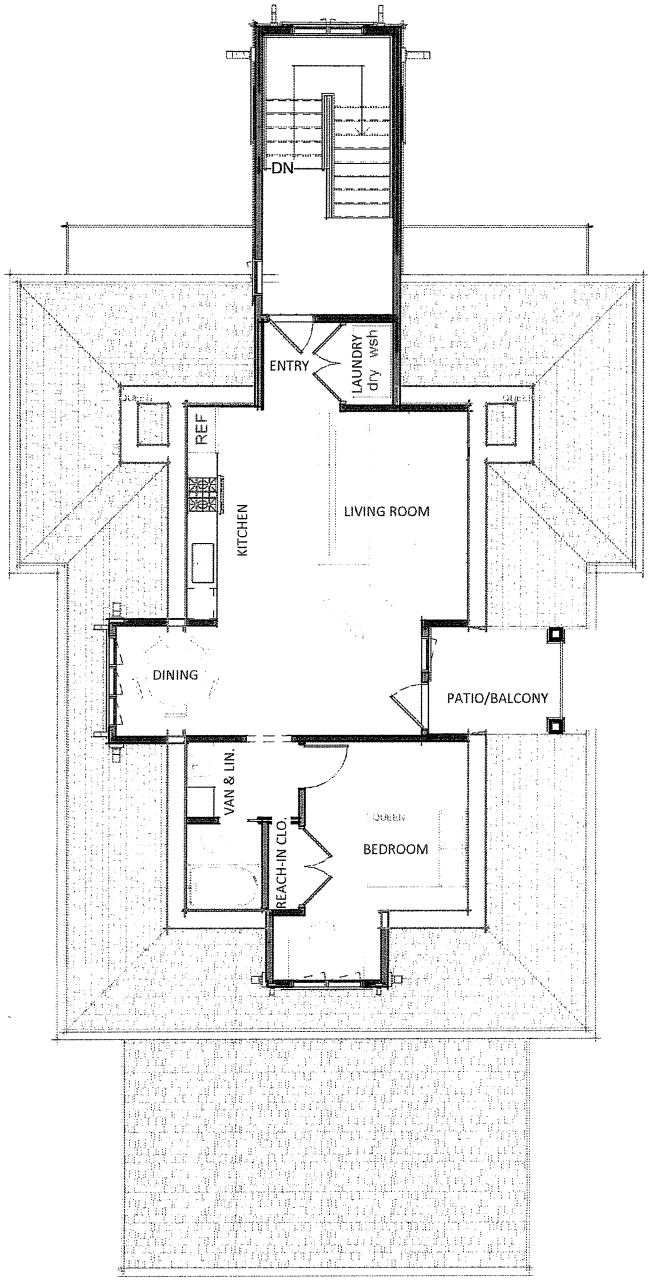
NOT FOR CONSTRUCTION



2 ATTIC LEVEL AREA PLAN

SCALE: 1" = 30'-0"



1 03_attic plan

SCALE: 1/8" = 1'-0"

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floor plan series

925 Green St. - re-zoning package

CR A103

Scale	As indicated
project number	25_024
client:	Tharawani

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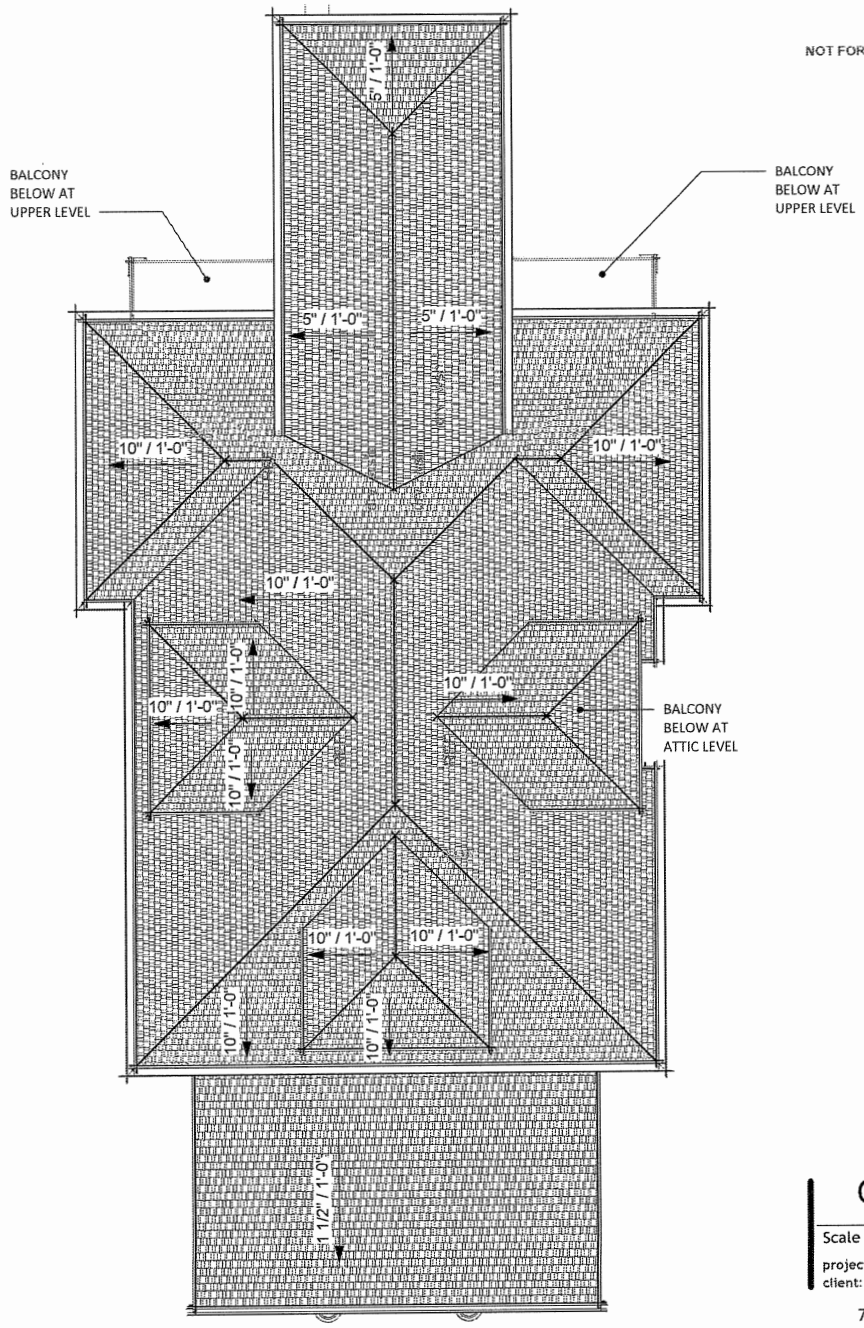

1 03_roof plan

SCALE: 1/8" = 1'-0"

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floor plan series

925 Green St. - re-zoning package

CR A110

Scale	1/8" = 1'-0"
project number	25_024
client:	Tharawani

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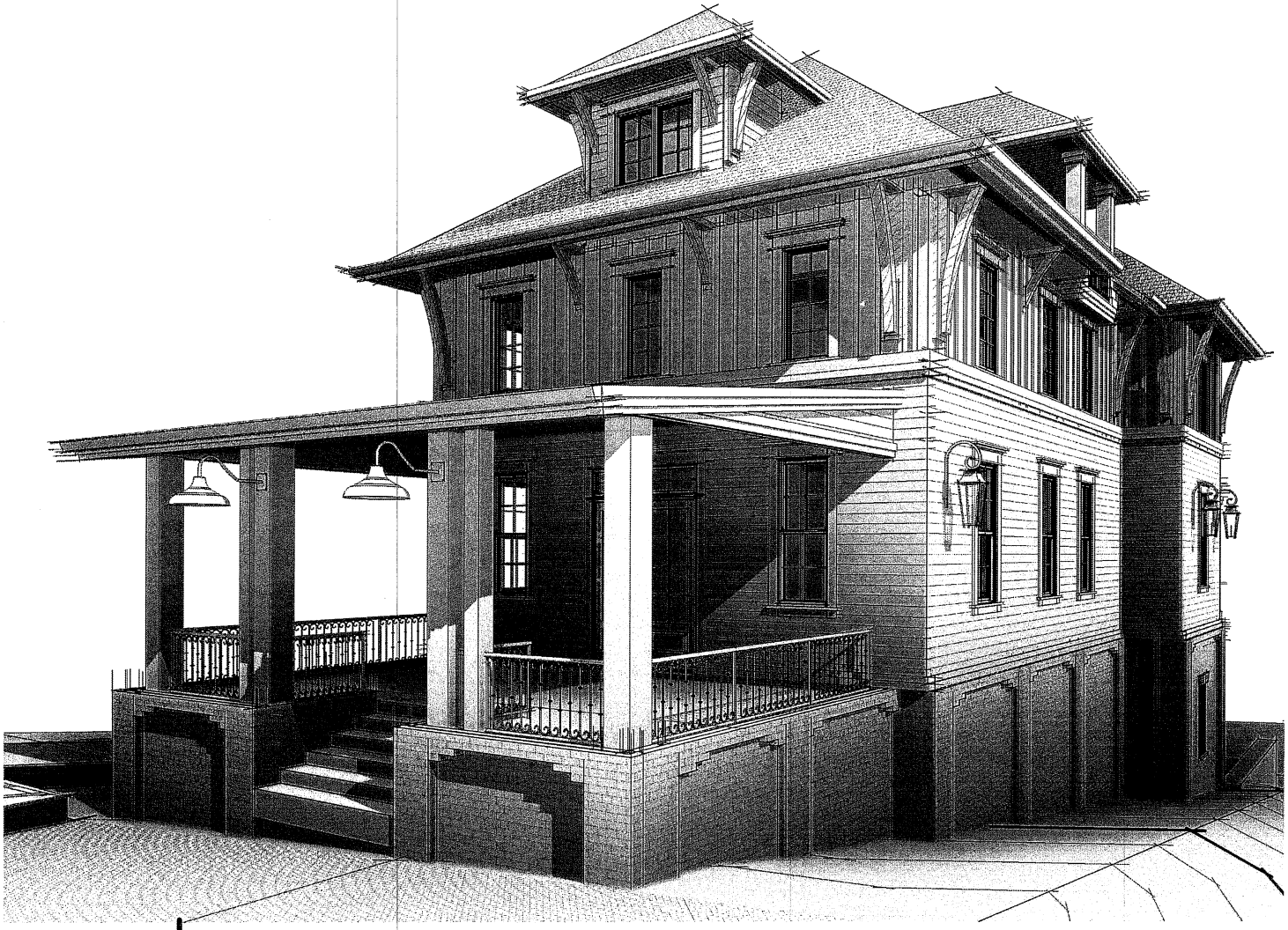

SHEET INDEX

Sheet Number	Sheet Name
CS01	COVERSHEET
CIVIL SURVEY	SITE SURVEY
METES AND BOUNDS	METES AND BOUNDS DESCRIPTION
REZONE NARRATIVE	925 GREENT ST - REZONING NARRATIVE
REZONING NARRATIVE (2 OF 2)	925 GREENT ST - REZONING NARRATIVE
ARCHITECTURAL NARRATIVE	925 GREENT ST - ARCHITECTURAL NARRATIVE
ARCHITECTURAL NARRATIVE (2 OF 2)	925 GREENT ST - ARCHITECTURAL NARRATIVE
A001	EXISTING IMAGES
A002	EXISTING IMAGES
A003	EXISTING IMAGES
A004	EXISTING IMAGES
ASP01	site plan series
CR A100	floor plan series
CR A101	floor plan series
CR A102	floor plan series
CR A103	floor plan series
CR A110	floor plan series
CR A201	elevation series
CR A202	elevation series
CR A203	elevation series
CR A900	ISOMETRIC
CR A901	ISOMETRIC
CR A902	ISOMETRIC
CR A903	ISOMETRIC
CR A910	ISOMETRIC
CR A911	ISOMETRIC
Grand total: 26	

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COVERSHEET

925 Green St. - re-zoning package

CS01

Scale

project number 25_024
client: Tharawani

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1 South Elevation

SCALE: 1/8" = 1'-0"

2 North Elevation

SCALE: 1/8" = 1'-0"

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elevation series

925 Green St. - re-zoning package

CR A201

Scale	1/8" = 1'-0"
project number	25_024
client:	Tharawani

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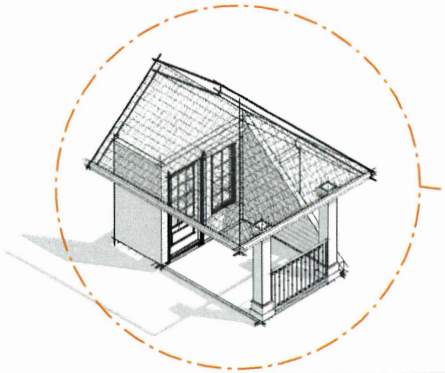

2 ATTIC PORCH ISOMETRIC

SCALE:

1 East Elevation

SCALE: 1/8" = 1'-0"

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elevation series

925 Green St. - re-zoning package

CR A202

Scale	1/8" = 1'-0"
project number	25_024
client:	Tharawani

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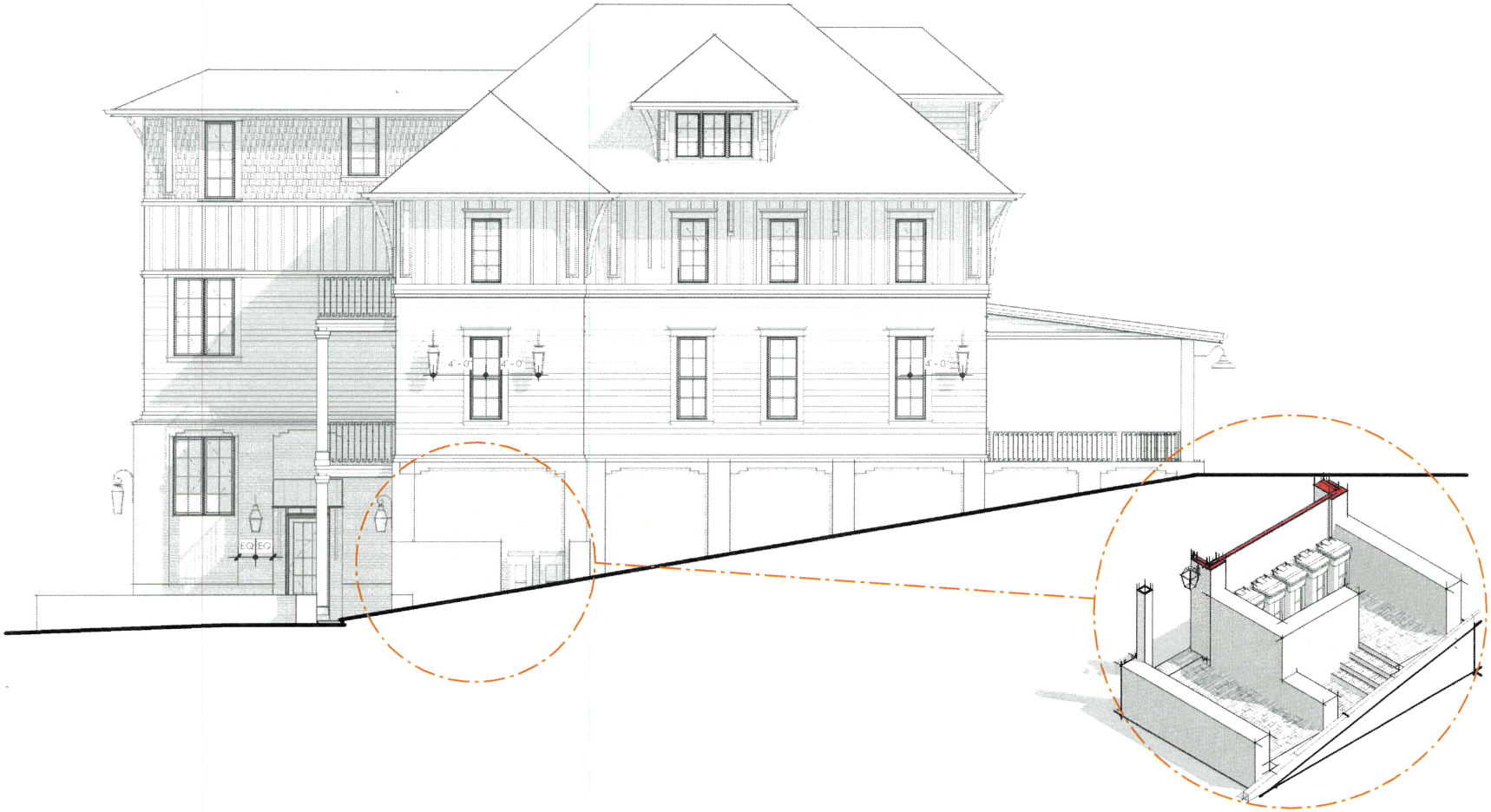

1 West Elevation

SCALE: 1/8" = 1'-0"

2 TRASH AREA ISOMETRIC

SCALE:

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elevation series

925 Green St. - re-zoning package

CR A203

Scale	1/8" = 1'-0"
project number	25_024
client:	Thaiawani

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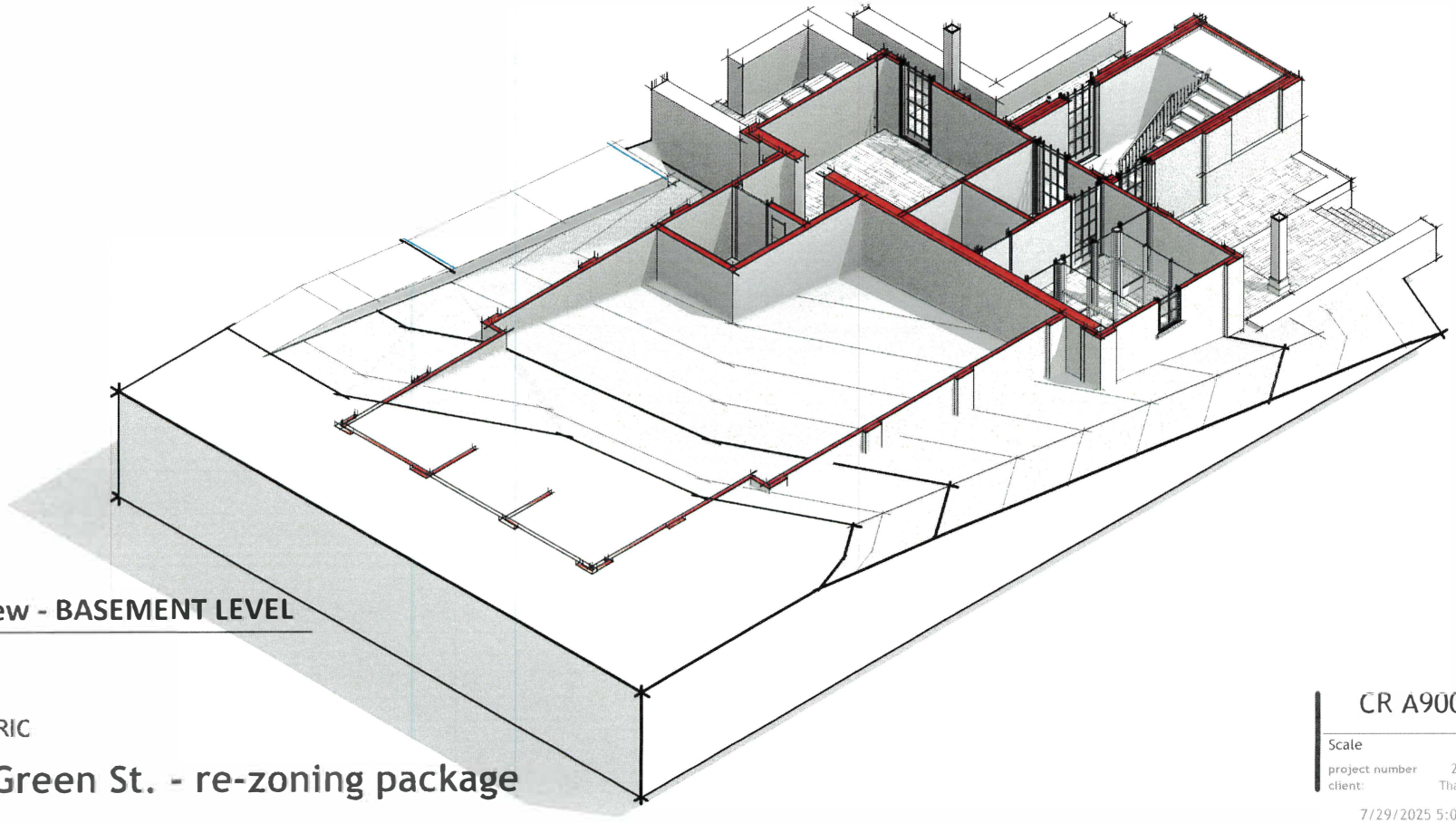

1 Isometric View - BASEMENT LEVEL

SCALE:

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ISOMETRIC

925 Green St. - re-zoning package

CR A900

Scale

project number 25_024

client: Tharawani

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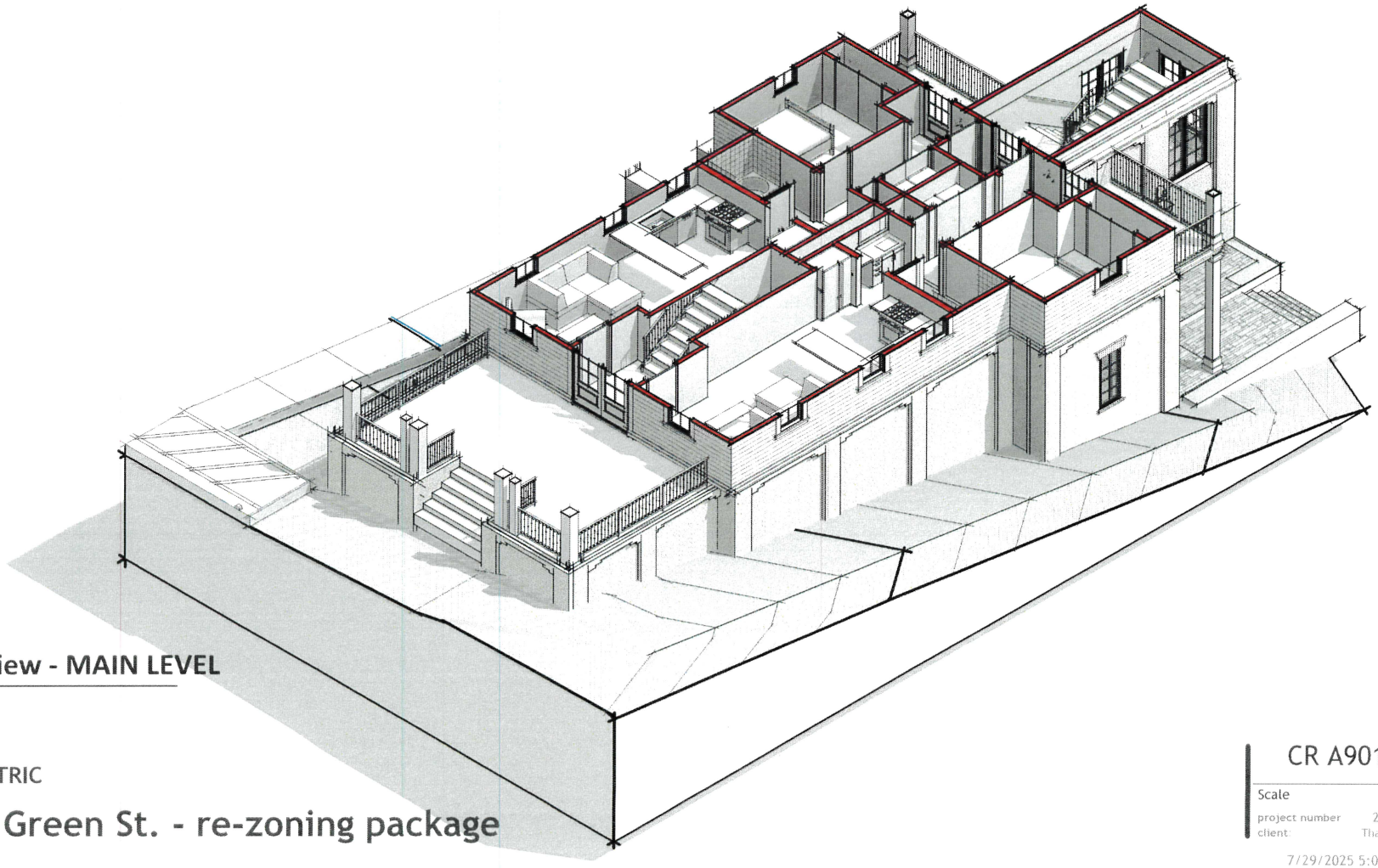

1 **Isometric View - MAIN LEVEL**

SCALE:

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ISOMETRIC

925 Green St. - re-zoning package

CR A901

Scale

project number 25_024

client: Tharawani

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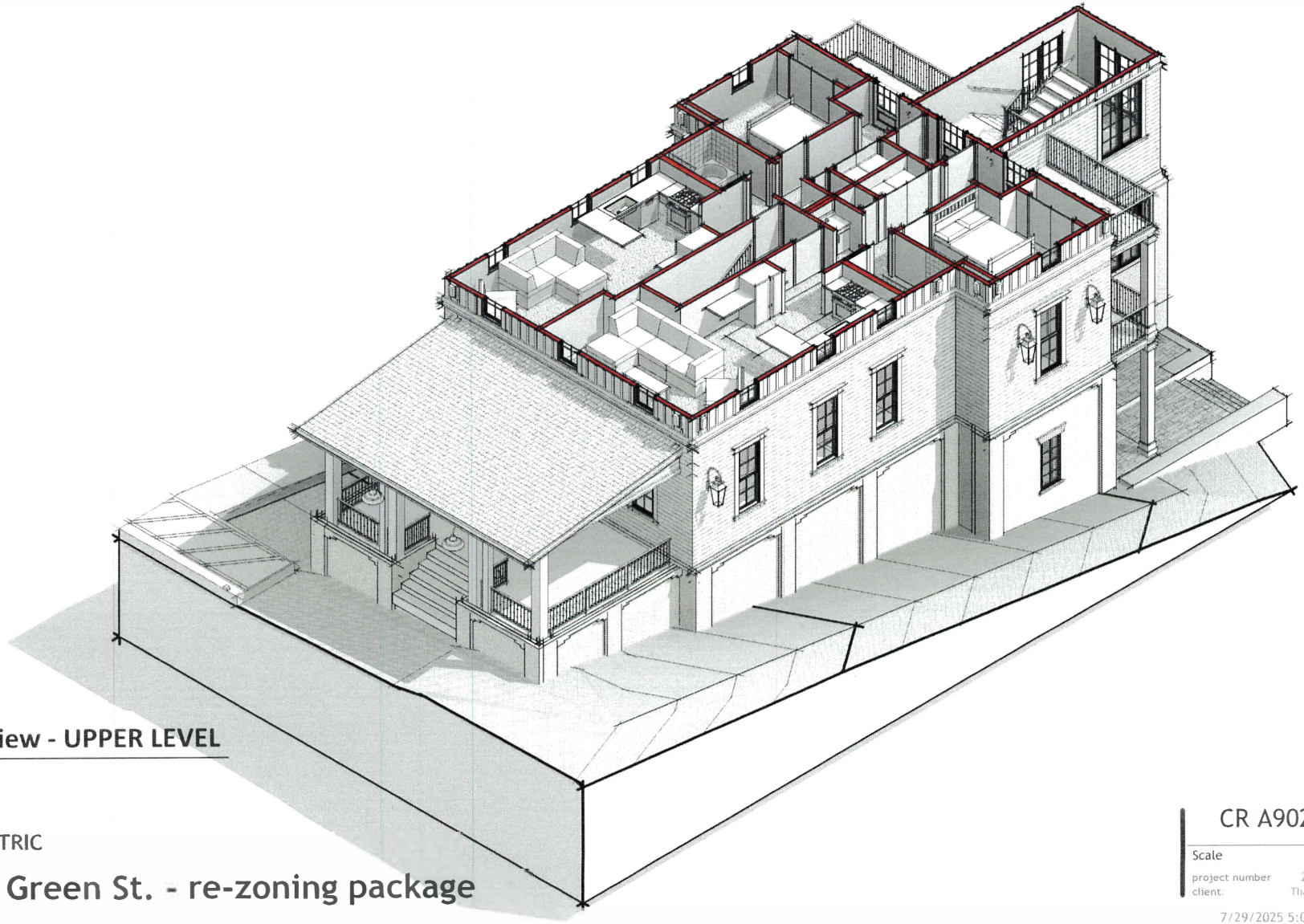

1 **Isometric View - UPPER LEVEL**

SCALE:

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ISOMETRIC

925 Green St. - re-zoning package

CR A902

Scale

project number 25_024

client: Tharawani

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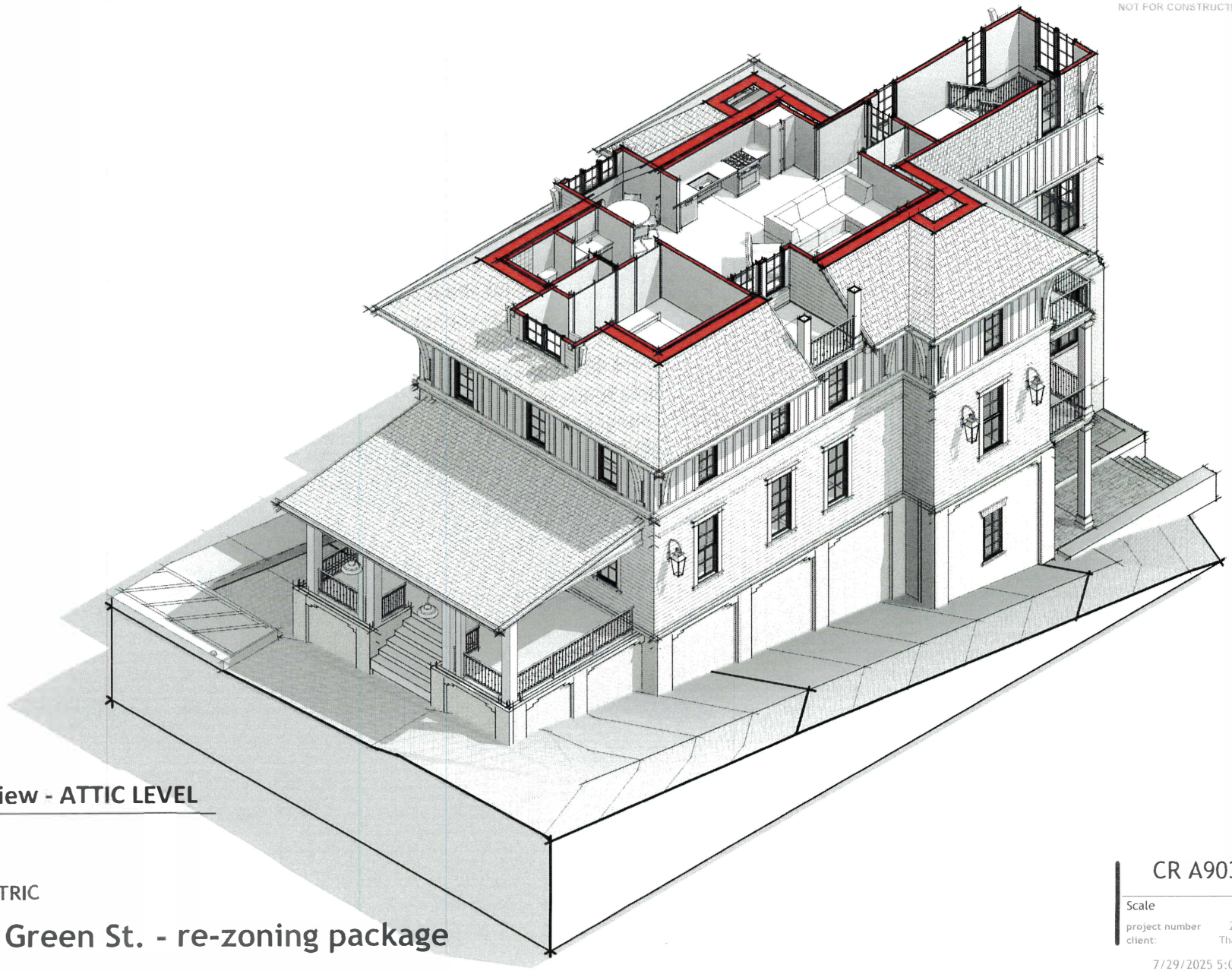

1 **Isometric View - ATTIC LEVEL**

SCALE:

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ISOMETRIC

925 Green St. - re-zoning package

CR A903

Scale

project number 25_024

client: Thai awani

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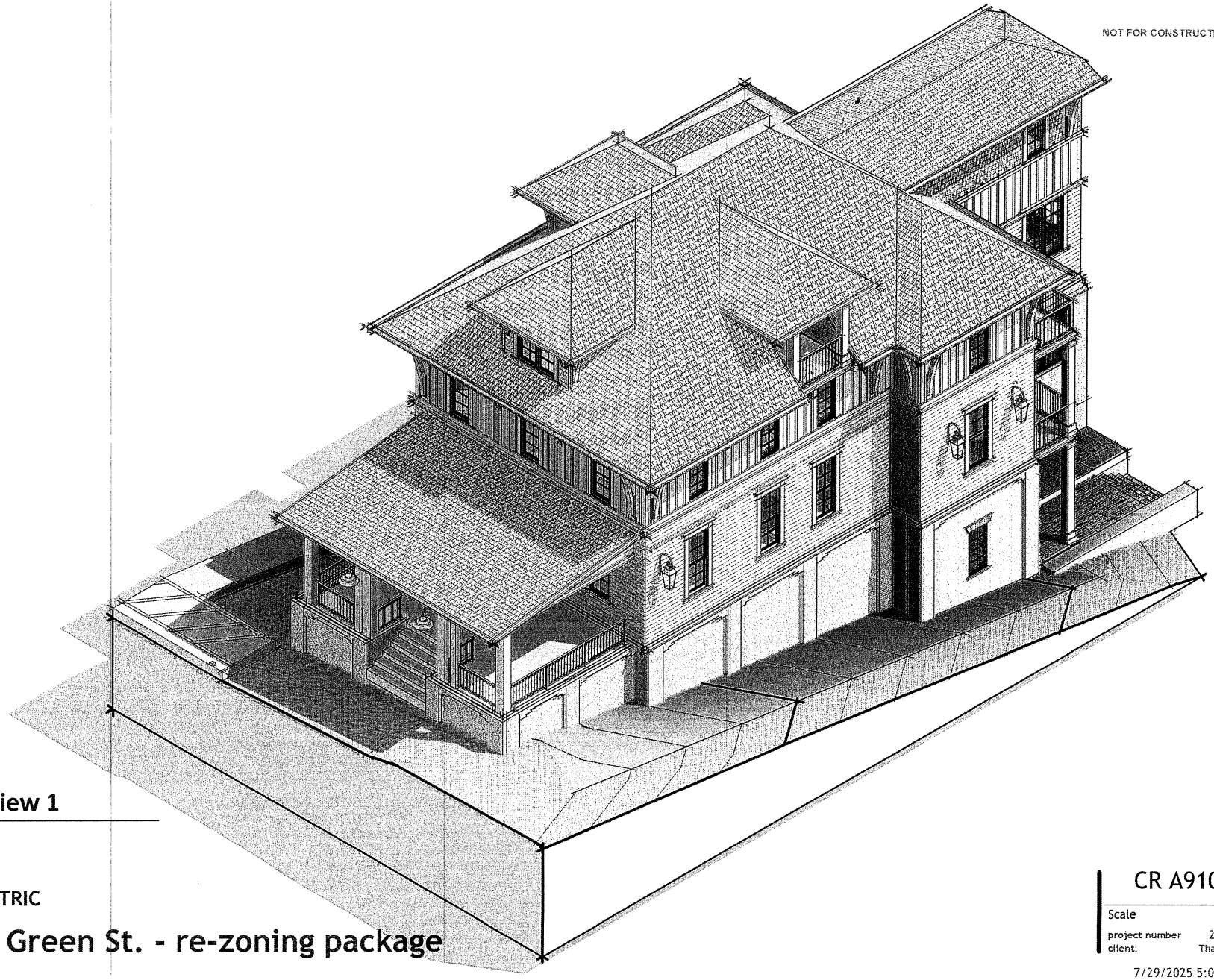

1 **Isometric View 1**

SCALE:

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design | drawings | plans | architecture | web design

ISOMETRIC

925 Green St. - re-zoning package

CR A910

Scale

project number 25_024

client: Tharawani

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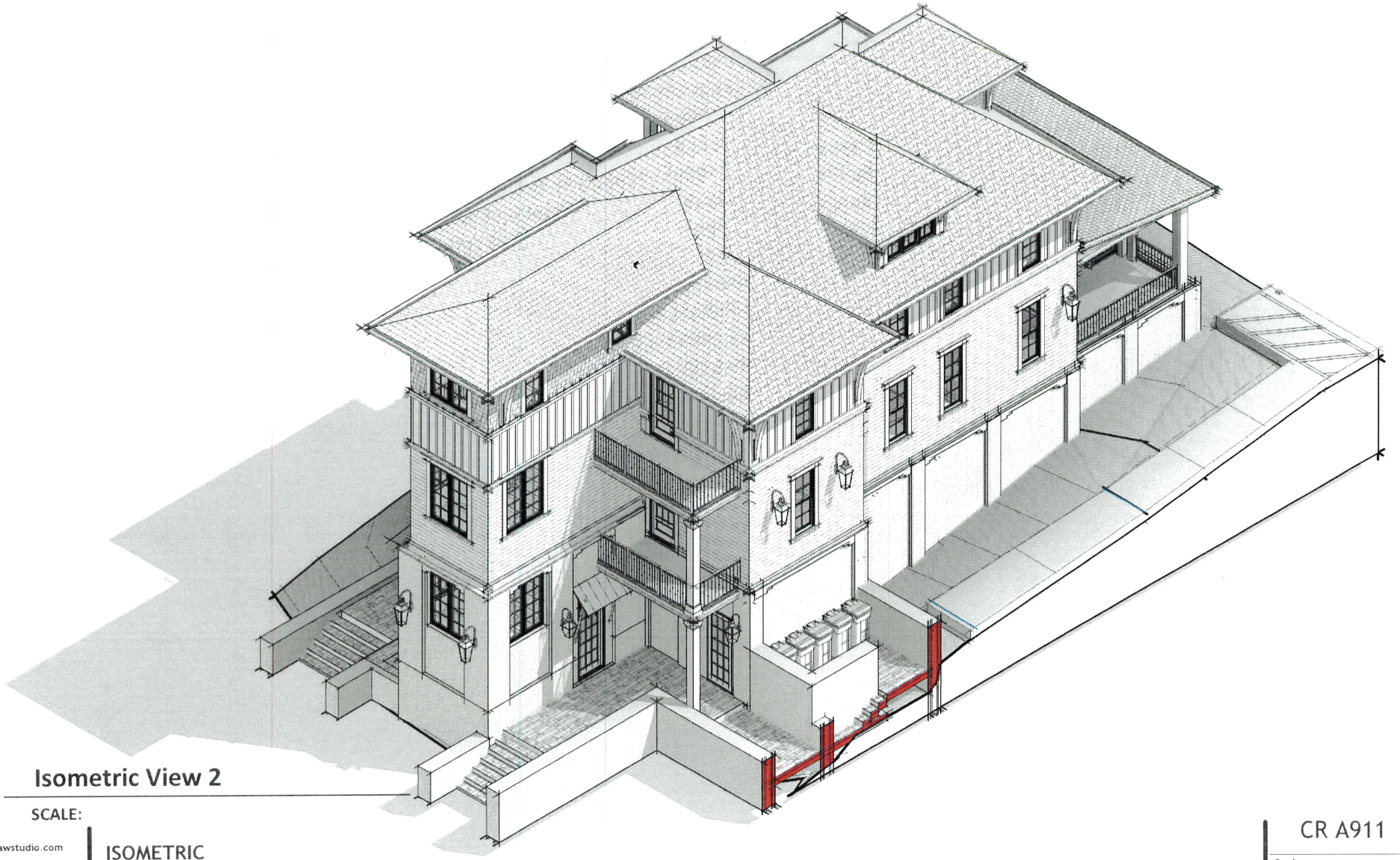

1 Isometric View 2

SCALE:

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ISOMETRIC

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CR A911

Scale

project number 25_024

client: Tharawani

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EXISTING IMAGES

925 Green St. - re-zoning package

A001

Scale

project number 25_024
client: Tharawani

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EXISTING IMAGES

925 Green St. - re-zoning package

A002

Scale

project number 25_024
client: Tharawani

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EXISTING IMAGES

925 Green St. - re-zoning package

A003

Scale

project number 25_024
client: Tharawani

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EXISTING IMAGES

925 Green St. - re-zoning package

A004

Scale

project number 25_024

client: Tharavant

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CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	October 2, 2025
Date Submitted:	October 6, 2025
Final Approval Date:	October 7, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Business Resolution 2025-46 Council Member Ward 1 Appointment
Meeting Date:	October 7, 2025

Purpose of Request:
The purpose of this request is to address the vacant Council Member Ward 1 seat. The term expires December 31, 2025.

Facts & Issues / History & Background:
Council Member Danny Dunagan resigned from the Ward 1 seat effective October 1, 2025. Pursuant to Sections 2.13(b) and 5.13 of the City Charter, the governing body has the authority to appoint a Ward 1 resident to fill the remainder of the unexpired term.

Department Recommendation:
Consider the nomination for appointment and adopt the resolution.

Department Director:
Sam Couvillon

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2025-46 Council Member Ward 1 Appointment

RESOLUTION BR-2025-46

Council Member Ward 1 Appointment

WHEREAS, Danny Dunagan resigned his office as Council Member for Ward 1, effective October 1, 2025; and

WHEREAS, the remainder of the unexpired term for the Ward 1 council seat runs through December 31, 2025; and

WHEREAS, pursuant to Sections 2.13(b) and 5.13 of the City Charter, the governing body has the authority to appoint a Ward 1 resident to fill the remainder of the unexpired term.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby appoints Ryan Thompson to fill the remainder of the unexpired term for the Ward 1 council seat through December 31, 2025.

Adopted this _____ day of October, 2025.

_____
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:

_____
Alisa Grayson, City Clerk