



**City of Flowery Branch
Special Called City Council Meeting
Thursday, March 11, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



IN-PERSON MEETING: - THE CITY OF FLOWERY BRANCH IS TRANSITIONING BACK TO IN-PERSON MEETINGS. THE MEETING WILL BE AT 5410 W. PINE STREET AT 6:00 PM.

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

NEW BUSINESS-WORK SESSION:

- Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town
[ADDENDUM TO INSTALLMENT SALE AGREEMENT \(01022594xA19C7\).pdf](#)
[Exec. Summary.pdf](#)

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

NEW BUSINESS VOTING SESSION:

- Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town
[ADDENDUM TO INSTALLMENT SALE AGREEMENT \(01022594xA19C7\).pdf](#)
[Exec. Summary.pdf](#)

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town

COUNCIL MEETING DATE: March 11, 2021

HISTORY:

On July 18, 2019, the City of Flowery Branch (“City”) and The Residential Group (“TRG”) entered into a Development Agreement to implement certain portions of the City’s downtown redevelopment plan including certain public improvements (“Project”). The City and TRG engaged the Gainesville and Hall County Development Authority (“GHDA”) to serve as an intermediary to create efficiency and enjoy cost savings in the development of the Project. To that end, the City, TRG and GHDA concurrently entered into mirror agreements on March 1, 2021. In addition, the City and GHDA reached an agreement under which GHDA would finance a portion of the cost of the Project.

One of the efficiencies and cost savings contemplated was the City’s ability to act as an agent of the GHDA with the assistance of TRG to select and contract directly with a contractor to construct the Project’s public improvement component (which includes the farmers market). However, language in the contract documents inadvertently left off the necessary provision authorizing the City to act as an agent of the GHDA. The GHDA corrected this error by approving an Addendum to the Installment Sale Agreement related to the bond issuance at its last meeting. With this change, the City could proceed with selecting and directly contracting as an agent of the GHDA for construction of the Project’s public improvement component.

After due consideration with the assistance of TRG and the City engineer (“CPL”), the City plans to move forward with the selection of TriScapes to construct the Project’s public improvement component which includes the farmers’ market. TriScapes’ proposal realizes the efficiency contemplated by the contract as it is able to begin work on or before March 15, 2021. Its proposal also realizes the anticipate cost effectiveness as direct negotiation resulted in a lump sum cost for the work of \$3,750,000. The City has a budget of \$5,229,559, so the \$3,750,000 cost would leave \$1,479,559 available for the East Main Street Bike/Pedestrian Path. Although the City would be acting as agent of the GHDA (which has already authorized contracting with Triscapes), staff would prefer having the city council approve the selection of TriScapes as contractor for the work. TriScapes is estimating 270 days for completion.

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

\$3,750,000 from the \$5,229,559 GHDA Bond

RECOMMENDATION:

Approval of the Addendum and authorization for Mayor to sign it on behalf of the City.

SAMPLE MOTION:

I make a motion for the City Council to Authorize the Mayor to sign the Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town and to authorize the City Manager to act as the Agent for the City.

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [ADDENDUM TO INSTALLMENT SALE AGREEMENT \(01022594xA19C7\).pdf](#)
- [Exec. Summary.pdf](#)

ADDENDUM TO INSTALLMENT SALE AGREEMENT

THIS ADDENDUM TO INSTALLMENT SALE AGREEMENT is made and entered into by and among **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality of the City of Gainesville and Hall County, Georgia (the “Issuer”), and the **CITY OF FLOWERY BRANCH, GEORGIA** (the “City”).

WITNESSETH:

WHEREAS, the Issuer heretofore issued its Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020 (the “Series 2020 Bonds”), in an aggregate principal amount not exceeding \$5,400,000 for the purpose of financing (i) the acquisition, construction, and equipping of public parks on certain real property in its historic downtown center, colloquially known as Old Town (hereinafter referred to as “Old Town”) and (ii) the construction of certain sidewalks, streetscapes, and parking in Old Town (collectively, the “Project”); and

WHEREAS, in connection with the issuance of the Bonds the Issuer and the City entered into that certain Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8440, paged 587-618, Hall County, Georgia Deed Records, under the terms of which the City transferred certain land and interests in land for the Project to the Issuer, the Issuer agreed to acquire, construct, install and equip the Project and to sell the Project to the City, and the City agreed to purchase the Project and to operate and maintain the Project for the benefit of the citizens of the City; and

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1.

The Issuer hereby appoints the City as its sole and exclusive agent to proceed forthwith with acquiring, constructing, installing and equipping the Project on behalf of the Issuer.

The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction, installation and equipping of the Project. The Project shall be acquired, constructed, installed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The City will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work, and the Issuer agrees that the City may, from time to time, in its own name, or in the name of the Issuer, take or cause to be taken such action as may be necessary or advisable, as determined by the City, to assure that the acquisition, construction, installation and equipping of the Project will proceed in an efficient and workmanlike manner. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing (i) if the City has corrected at its own expense the matter which gave rise to such default or breach, shall be paid to the City or (ii) if the City has not corrected at its own expense the matter which gave rise to such default or breach, shall be paid into the Project Fund.

2.

The City, as agent for the Issuer, shall acquire, construct, install and equip the Project with all reasonable dispatch and in connection therewith shall expend or cause to be expended moneys on deposit in the Project Fund including, but not limited to, preparing any and all checks, requisitions and certifications required by the Indenture to withdraw moneys from the Project Fund to pay costs of the acquisition, construction, installation and equipping of the Project and shall use its best efforts to cause the acquisition, construction, installation and equipping of the Project to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the City excepted; but if for any reason such implementation is not completed by any specified date there shall be no resulting liability on the part of the City. All real or tangible personal property acquired from time to time by the City as agent for the Issuer in accordance herewith shall be transferred, by appropriate deed or other instrument, to the Issuer and the Issuer shall accept title to such property which shall constitute and form part of the Project.

3.

Together with this addendum, the Agreement is in all respects ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the ____ day of _____, 2021.

As to the Issuer, signed, sealed and delivered in the presence of:

Gainesville and Hall County Development Authority

Unofficial Witness

By: _____
Chairman

Notary Public

Attest: _____
Secretary

My Commission Expires: _____

(AUTHORITY SEAL)

(NOTARY SEAL)

As to the City, signed, sealed and delivered in the presence of:

City of Flowery Branch, Georgia

Unofficial Witness

By: _____
Mayor

Notary Public

Attest: _____
City Clerk

My Commission Expires: _____

(SEAL)

(NOTARY SEAL)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town

COUNCIL MEETING DATE: March 11, 2021

HISTORY:

On July 18, 2019, the City of Flowery Branch (“City”) and The Residential Group (“TRG”) entered into a Development Agreement to implement certain portions of the City’s downtown redevelopment plan including certain public improvements (“Project”). The City and TRG engaged the Gainesville and Hall County Development Authority (“GHDA”) to serve as an intermediary to create efficiency and enjoy cost savings in the development of the Project. To that end, the City, TRG and GHDA concurrently entered into mirror agreements on March 1, 2021. In addition, the City and GHDA reached an agreement under which GHDA would finance a portion of the cost of the Project.

One of the efficiencies and cost savings contemplated was the City’s ability to act as an agent of the GHDA with the assistance of TRG to select and contract directly with a contractor to construct the Project’s public improvement component (which includes the farmers market). However, language in the contract documents inadvertently left off the necessary provision authorizing the City to act as an agent of the GHDA. The GHDA corrected this error by approving an Addendum to the Installment Sale Agreement related to the bond issuance at its last meeting. With this change, the City could proceed with selecting and directly contracting as an agent of the GHDA for construction of the Project’s public improvement component.

After due consideration with the assistance of TRG and the City engineer (“CPL”), the City plans to move forward with the selection of TriScapes to construct the Project’s public improvement component which includes the farmers’ market. TriScapes’ proposal realizes the efficiency contemplated by the contract as it is able to begin work on or before March 15, 2021. Its proposal also realizes the anticipate cost effectiveness as direct negotiation resulted in a lump sum cost for the work of \$3,750,000. The City has a budget of \$5,229,559, so the \$3,750,000 cost would leave \$1,479,559 available for the East Main Street Bike/Pedestrian Path. Although the City would be acting as agent of the GHDA (which has already authorized contracting with Triscapes), staff would prefer having the city council approve the selection of TriScapes as contractor for the work. TriScapes is estimating 270 days for completion.

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

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RECOMMENDATION:

Approval of the Addendum and authorization for Mayor to sign it on behalf of the City.

SAMPLE MOTION:

I make a motion for the City Council to Authorize the Mayor to sign the Addendum to the Installment Agreement with the Gainesville-Hall Development Authority for the Redevelopment of Old Town and to authorize the City Manager to act as the Agent for the City.

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Administration

Prepared by: Bill Andrew

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As to the Issuer, signed, sealed and delivered in the presence of:

Gainesville and Hall County Development Authority

Unofficial Witness

By: _____
Chairman

Notary Public

Attest: _____
Secretary

My Commission Expires: _____

(AUTHORITY SEAL)

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COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Administration

Prepared by: Bill Andrew

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