



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

Agenda Item Title:

Discussion of Deeding the Downtown Fire Station Property to the DDA, and a Proposed IGA with the DDA for Redevelopment of the Downtown Fire Station Property.

Summary:

The County is desirous to renovate the Downtown Fire Station for future use. It is Management's recommendation that the Downtown Development Authority be used to manage this redevelopment project. The County appears amenable to use City Fire Impact Fees to complete this project. Currently, they have approximately \$2M of Fire Impact Fees to kick start this project, accumulated from the City over past years. Going forward, an IGA will be set up between the County and the DDA, that will lay out the renovation/construction process and call for the use of future fire impact fees to cover the cost (expected to be ~\$3M over the next 10 years, bringing the estimated total cost of the project to ~\$5M). And considering that TAD Funding may also be used and that the City has provided for the DDA to manage various TAD projects, it would be advantageous for the DDA to oversee this project.

Budget Implications:

Budgeted? Yes No N/A

Total Cost of Project: Check if Estimated

Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

At the Nov. 21 meeting, Management will make a recommendation for Council to consider: Motion to Approve the Mayor to sign the Limited Warranty Deed and IGA, with the Downtown Development Authority to transfer ownership and manage redevelopment of the Downtown Fire Station.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Limited Warranty Deed
IGA between the City and the DDA for Redevelopment of Property

After Recording Return To:
Dyer Rusbridge Argo P.C.
687 Marietta Hwy.
Canton, Georgia 30114

STATE OF GEORGIA
COUNTY OF CHEROKEE

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the ____ day of November, 2024, between **CITY OF CANTON, GEORGIA** (hereinafter referred to as “Grantor”) and **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF CANTON, GEORGIA**, a registered local government authority, created pursuant to Georgia Code Section 30-80-16 and having the authority granted pursuant to Georgia Code Section 36-42-1 (hereinafter referred to as “Grantee”) (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following (the “Property”):

All that tract or parcel of land lying and being in Land Lot 167 of the 14th District, 2nd Section of Cherokee County, Georgia, and being the property known as 190 W. Main St., Canton, GA 30114 (Tax Map 91N15 077), consisting of approximately 0.331 acres and the location of the Fire Station building.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto the Grantee against only the claims of all persons claiming by or through Grantor.

EXECUTED under seal and delivered as of the date first set forth above.

CITY OF CANTON, GEORGIA

Signed, sealed and delivered in
the presence of:

By: _____
Bill Grant, Mayor

Unofficial Witness

Annie Fortner, City Clerk

Notary Public
Commission Expiration Date:
[NOTARIAL SEAL]

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Canton, Georgia, in Land Lot 167 of the 14th District, Second Section of said County, it being improved property fronting 120 feet on the North side of Main Street, known as 130 Main Street; extending 120 feet on the West side along property now or formerly owned by City of Canton; thence extending 120 feet along the South side of North Street; thence Southward on the East side 120 feet along property now or formerly owned by Georgia Power Company. Said property being situated on the land deeded to Jones Mercantile Company by R. T. Jones on January 8, 1912, as recorded in the Clerk's Office Superior Court, Cherokee County on January 11, 1921, in Deed Book II, Folio 535.

Being also described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 167 OF THE 14TH DISTRICT, 2ND SECTION, OF CHEROKEE COUNTY, GEORGIA, IN THE CITY OF CANTON AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY R/W OF NORTH STREET AND THE NORTHERLY R/W OF EAST MAIN STREET, THENCE ALONG THE NORTHERLY R/W OF EAST MAIN STREET, NORTH 83 DEGREES 00 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 47.94 FEET TO A POINT; THENCE NORTH 83 DEGREES 56 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 66.43 FEET TO AN IPF#4RB; THENCE NORTH 84 DEGREES 17 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 420.94 FEET TO A BUILDING CORNER; THENCE NORTH 83 DEGREES 50 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 49.67 FEET TO A BUILDING CORNER; THENCE NORTH 82 DEGREES 53 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 28.54 FEET TO A BUILDING CORNER; THENCE NORTH 83 DEGREES 49 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 40.38 FEET TO A BUILDING CORNER; THENCE NORTH 83 DEGREES 54 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 59.06 FEET TO THE SOUTHEAST BUILDING CORNER OF SAID TRACT,
THIS BEING THE TRUE POINT OF BEGINNING.

FROM SAID TRUE POINT OF BEGINNING, THENCE ALONG SAID R/W, NORTH 83 DEGREES 06 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 119.91 FEET TO A BUILDING CORNER; THENCE LEAVING SAID R/W, NORTH 07 DEGREES 34 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 120.10 FEET TO A BUILDING CORNER ON THE SOUTHERLY R/W OF NORTH STREET; THENCE ALONG SAID R/W, SOUTH 83 DEGREES 10 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 120.95 FEET TO A BUILDING CORNER; THENCE LEAVING SAID R/W, SOUTH 08 DEGREES 03 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 120.26 FEET TO A BUILDING CORNER, THIS BEING THE TRUE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 14,470.892 SQUARE FEET, 0.332 ACRES

INTERGOVERNMENTAL AGREEMENT FOR REDEVELOPMENT OF PROPERTY

This Agreement entered into this ____ day of November, 2024 by and between the City of Canton, Georgia (“City”) and the City of Canton Downtown Development Authority (“DDA”).

WHEREAS, the City owns certain real property known as 190 W. Main St., Canton, GA 30114, currently being leased to Cherokee County to be used as a fire station by Cherokee County Fire & Emergency Services (“Fire Station Property”); and

WHEREAS, the City desires to transfer the Fire Station Property to the DDA so that the property would be included in the DDA’s plans for redevelopment and revitalization of the downtown Canton area; and

WHEREAS, this agreement is permitted as an intergovernmental agreement under Article IX, § III, Para. I of the Constitution of the State of Georgia to provide for the joint purpose of providing for redevelopment and revitalization of the downtown Canton area;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The City and the DDA agree that it would be beneficial for the DDA’s plans for the redevelopment of the downtown area for the DDA to own the Fire Station Property. The City shall execute a deed transferring the Fire Station Property to the DDA.
2. The DDA will continue to lease the Fire Station Property to Cherokee County until such time as either the City or Cherokee County desire to terminate the lease.
3. In addition to continuing the lease, it is contemplated by the parties that improvements will be made to the Fire Station Property. The DDA may enter into agreements with Cherokee County providing for the design and construction of improvements to the Fire Station Property. If the DDA and Cherokee County reach an agreement as to the design and construction of any improvements of the Fire Station Property, the City agrees that it will pay all fire impact fees collected towards the cost of such improvements until such time as the costs are paid in full. In addition, the City further agrees that funds from the tax allocation district may also be used for any such improvements.

This Agreement has been approved by the City Council and the Board of Directors of the DDA, and the parties signing below have full legal authority to sign this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS OF THIS AGREEMENT, the parties have signed below.

“DDA”

“CITY”

Chairman

Bill Grant, Mayor

Secretary

Annie Fortner, City Clerk

Approved as to form:

Robert M. Dyer, City Attorney