



Legislation Text

File #: 130108., **Version:** 1

SETTLEMENT AGREEMENT FOR MOGAS INVESTMENTS, INC., NALBANDIAN PROPERTIES, LLC, ROPEN NALBANDIAN v. CITY OF GAINESVILLE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, CASE NOS.: 2010-CA-6285 and 2010-CA-4963 (B)

The City Commission authorize the City Attorney to file an action in circuit court to enforce the terms of the settlement agreement entered into between Nalbandian and the City.

Alternative recommendation:

The City Commission accept Nalbandian's alternative proposal as outlined above and authorize the City Manager to execute all necessary documents, subject to review as to form and legality by the City Attorney.

In 2010 and 2012, Mogas Investments, Inc., Nalbandian Properties, L.L.C., and Ropen Nalbandian (hereinafter "Nalbandian") filed four court actions challenging various aspects of the City's plan to locate a one-stop homeless center on property located in the vicinity of 820 NW 53rd Avenue (the "ADC property"). The City defended these actions.

In the fall of 2012, as two of the cases were set to go to trial, Nalbandian made an offer of settlement to the City. In that offer of settlement and the continuance and settlement agreement that followed, Nalbandian irrevocably offered to convey fee simple title to 41 acres known as the Gain Parcel to the City. Upon acceptance of the Gain Parcel, the City would agree to not develop a homeless center on the ADC property and not to file a petition to seek a land use or zoning change in connection with developing a homeless center on any property within a mile of Nalbandian's property. On June 12, 2013, pursuant to Commission direction on June 6, the City notified Nalbandian that the City Commission was accepting Nalbandian's offer to convey the Gain Parcel to the City and that, upon receipt of the conveyance, the City would move forward with its remaining obligations under the agreement.

Under the agreement, Nalbandian was to convey the Gain Property to the City within 10 days of the City's acceptance of the Gain Property Donation offer. Nalbandian has not made the conveyance.

On June 4, 2013 and July 3, 2013, the City Attorney's office received correspondence from Nalbandian which is included as back-up to this item. In short, Nalbandian claims that the City breached the agreement prior to accepting the donation, and alleges that the Commission violated the sunshine law by discussing the Gain property donation offer outside of the public meeting. There are no specific details as to this alleged sunshine law violation in the correspondence. Nalbandian attorneys suggest an alternative proposal to avoid litigation over the settlement agreement and presumably, a sunshine law violation lawsuit. Their proposal is as follows:

1. Nalbandian will make a \$75,000 charitable contribution to the City of Gainesville for use toward the City's efforts to develop a homeless center;
2. Nalbandian will agree to retain the Gain Property, pending the City's continued efforts to finalize its efforts to secure the Department of Corrections ("DOC") site for the homeless center;

3. In the event the City is successful in its efforts to acquire the DOC site, Nalbandian is then free to do with the Gain Property as he wishes;
4. In the event the City is not successful in acquiring the DOC site, Nalbandian will then transfer the Gain Property to the City and the City will return the \$75,000 charitable contribution to Nalbandian; and
5. The parties will exchange mutual full and complete releases.