



**Mayor/Council Meeting Agenda**  
**Tuesday, May 5, 2026, 5:30 PM**  
**Public Safety Complex, Municipal Court Room**  
**701 Queen City Parkway, Gainesville, GA 30501**  
**Mayor or Mayor Pro Tem Presides**

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**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS / RECOGNITIONS:**

- A. Law Day Presentation and Contest Winner Announcement

**COUNCIL ANNOUNCEMENTS:**

**PUBLIC COMMENTS: (20 minutes maximum)**

**CONSENT AGENDA:**

**Appointments**

- A. Gainesville-Hall County Development Authority
- Appoint Brett Fowler

**Minutes**

- A. April 16, 2026 Work Session
- B. April 21, 2026 Mayor/Council Meeting

**Resolutions**

- A. BR-2026-16 Application Deadline for Midtown TAD
- B. BR-2026-17 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Alvin Gibson
- C. BR-2026-18 Property Acquisition from Outer Banks, LLC
- D. GR-2026-02 FY2026 Local Road Assistance (LRA) Administration Grant

**RESOLUTION:**

- A. Business Resolution 2026-19  
Authorization of Participation in Amicus Brief in Chang V. City Of Milton on Remand Before The Georgia Court of Appeals or, if Warranted, The Georgia Supreme Court

**PUBLIC HEARING(S):**

**General Items**

- A. Business Resolution-2026-20  
Capstone Property Group, LLC Application Under the Georgia Tourism Development Act

**CITY MANAGER ISSUES:**

**CITY ATTORNEY ISSUES:**

**CITY CLERK ISSUES:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

Final: Monday, May 4, 2026 8:50 AM



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** April 14, 2026  
**Date Submitted:** April 14, 2026  
**Final Approval Date:** May 5, 2026  
**Presenter:** Janeann Allison, Administrative Services Director  
**Item of Business:** Law Day Presentation and Contest Winner Announcement  
**Meeting Date:** May 5, 2026

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**Purpose of Request:**

To recognize and celebrate the achievements of 2nd grade students from Fair Street International Academy through their thoughtful expressions regarding fairness, kindness, and the importance of rules in our community.

**Facts & Issues / History & Background:**

In celebration of Law Day, a national day observed on May 1st to recognize the importance of the rule of law in our society and to promote understanding of the legal system, second-grade students from Fair Street International Academy were invited to create drawings that reflect what Law Day means to them. Through their artwork, students expressed thoughtful ideas about fairness, kindness, and the importance of rules in our community.

Contest winners are:

- Eliseo Perez Gomez and Nathalie Gonza

**Department Recommendation:**

**Department Director:**

Janeann Allison

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

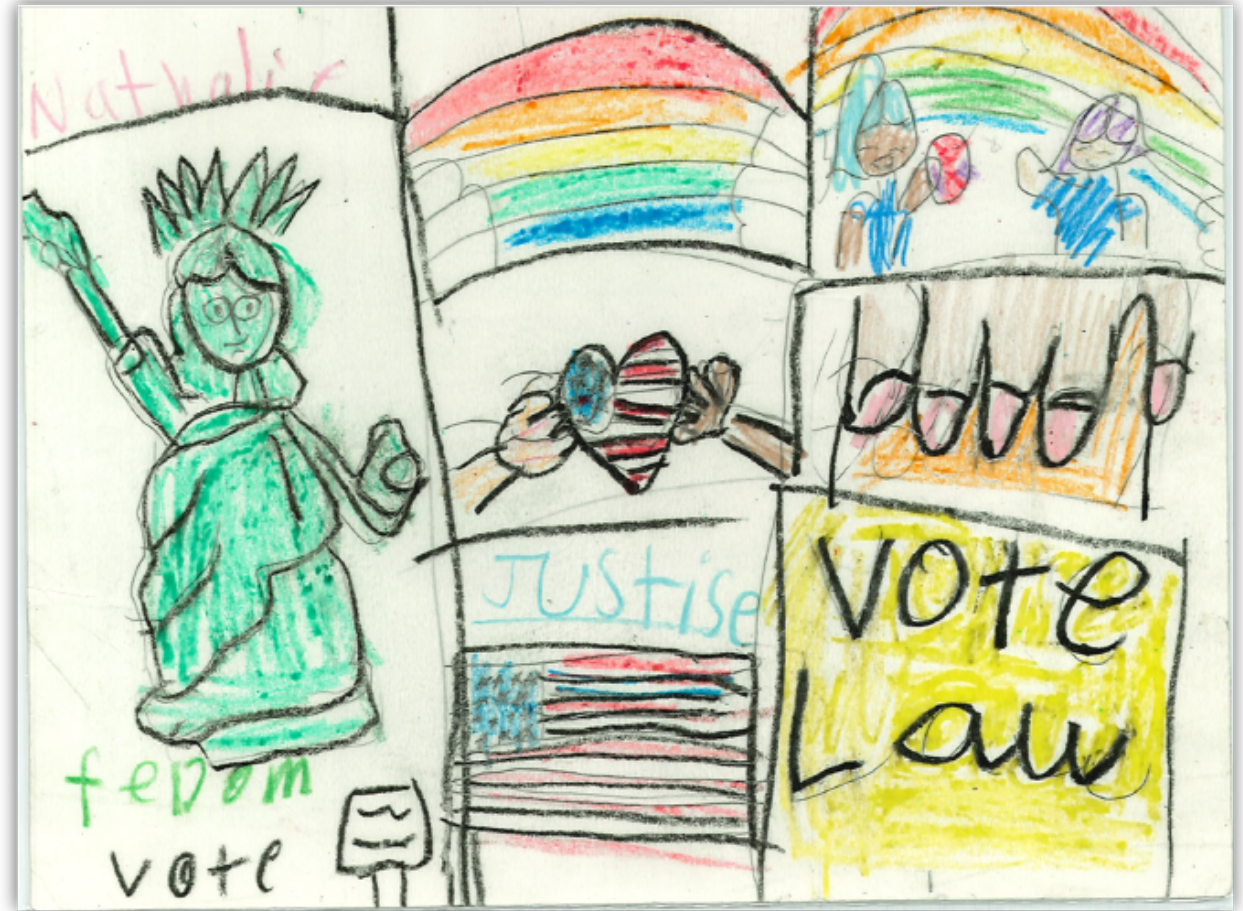
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**Attachments:**

1. Law Day Artwork



Artwork by: Eliseo Perez Gomez



Artwork by: Nathalie Gonzalez



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** April 30, 2026  
**Date Submitted:** May 4, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Zack Thompson  
**Item of Business:** Gainesville-Hall County Development Authority

- Appoint Brett Fowler

  
**Meeting Date:** May 5, 2026

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**Purpose of Request:**

The purpose of this request is to address the expired term of the city-appointed position held by Melissa Tymchuk.

**Facts & Issues / History & Background:**

The Authority follows the guidelines of the Bylaws, the City Charter and Code of Ordinances. Appointees serve a four-year term and serve until the position is filled. Nominations were submitted by the Greater Hall Chamber of Commerce in accordance with the Bylaws of the Development Authority. Brett Fowler was selected for nomination. The outstanding debt verification process was completed with no concerns.

**Department Recommendation:**

To approve the nomination to appoint Brett Fowler as submitted by the Mayor during the April 30, 2026, Work Session.

**Department Director:**

Zack Thompson

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. G-HDA Members Local Appointments: List\_04282026111543
2. GHDA Gainesville Nomination 2-20-2026

## Gainesville-Hall County Development Authority

Nominations provided by the Greater Hall Chamber of Commerce. Members serve until position filled. A member who has served a full four-year term is not eligible for reappointment until the lapse of one year after. Tim Evans serves as Overseer.

**Term of Office:** 4 years

	<b>Name:</b>	<b>Date Appointed:</b>	<b>Current Term Expiration Date:</b>	
<b>County</b>	Casey Ryals	04/01/2024	03/31/2028	<b>FILLED</b>
<b>County</b>	Tate O'Rourke	04/01/2025	03/31/2029	<b>FILLED</b>
<b>At-Large</b>	Philip Wilheit, Jr.	04/01/2023	03/31/2027	<b>FILLED</b>
<b>County</b>	Alex Wayne	04/01/2022	03/31/2026	<b>EXPIRED</b>
<b>County Chairman</b>	William Bagwell	04/01/2023	03/31/2027	<b>FILLED</b>
<b>Ex-Officio</b>	Philip Wilheit, Sr.	04/01/2019	03/31/2030	<b>FILLED</b>
<b>City</b>	Glennis Barnes	04/18/2023	03/31/2027	<b>FILLED</b>
<b>City</b>	Jimmy Adams	04/16/2024	03/31/2028	<b>FILLED</b>
<b>City Vice Chair</b>	Brian Daniel	04/01/2025	03/31/2029	<b>FILLED</b>
<b>City</b>	Melissa Tymchuk	04/19/2022	03/31/2026	<b>EXPIRED</b>
<b>Ex-Officio - City</b>	Zack Thompson	01/06/2026	01/04/2027	<b>FILLED</b>
<b>Ex-Officio - County</b>	Billy Powell	01/01/2018	12/31/2030	<b>FILLED</b>
<b>Ex-Officio - GHCC Chair</b>	Tim McDonald	07/23/2024	03/31/2030	<b>FILLED</b>
<b>Others - Media The Times</b>	The Times Legal Organ	01/01/2020	12/31/2029	<b>FILLED</b>

<b>Other - Media WDUN</b>	WDUN Media/Legal Organ	01/01/2020	12/31/2029	<b>FILLED</b>
<b>Others - GHCC President</b>	Tim Evans	01/01/2025	12/31/2029	<b>FILLED</b>
<b>Others - EDC Director</b>	Tim Evans	01/01/2020	12/31/2029	<b>FILLED</b>
<b>Others - City</b>	Bryan Lackey	01/01/2020	12/31/2029	<b>FILLED</b>
<b>Others - County</b>	Zachary Propes	07/07/2023	12/31/2029	<b>FILLED</b>
<b>Council/Secretary</b>	Tread Syfan	01/01/2020	12/31/2029	<b>FILLED</b>

Created: 4/28/2026 ds



**GREATER HALL**  
CHAMBER OF COMMERCE

230 E.E. Butler Parkway  
Post Office Box 374  
Gainesville, Georgia 30503

February 20, 2026

Mayor Zack Thompson  
City of Gainesville  
P. O. Box 2496  
Gainesville, GA 30503

Dear Mayor Thompson:

The Greater Hall Chamber of Commerce nominates the following two (2) persons to be considered for the one (1) appointment to the Gainesville & Hall County Development Authority. The person selected will replace Melissa Tymchuk, whose term expires 3/31/2026. This request is in accordance with the By-Laws of the Authority that we submit these persons for selection.

Brett Fowler, Turner, Wood & Smith Insurance  
RK Whitehead, Willis Investment Counsel

Both of these nominees are familiar with the economic development efforts of Gainesville and Hall County and would be quality members of the Authority. Please make the selection at your earliest convenience and notify us.

Sincerely,

Tim Evans  
President & CEO  
Greater Hall Chamber of Commerce

Attachment: Current roster of members  
Gainesville & Hall County Development Authority

cc: William Bagwell, Chairman  
Gainesville & Hall County Development Authority  
Tread Syfan, Counsel and Secretary  
Gainesville & Hall County Development Authority  
Bryan Lackey, City Manager  
City of Gainesville  
Alisa Grayson, City Clerk  
City of Gainesville

770.532.6206  
Fax 770.535.8419

[www.greaterhallchamber.com](http://www.greaterhallchamber.com)

"FROM ISLANDS TO HIGHLANDS...  
WE'VE GOT IT ALL!"



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** December 30, 2025  
**Date Submitted:** May 5, 2026  
**Final Approval Date:** May 5, 2026  
**Presenter:** Alisa Grayson, City Clerk  
**Item of Business:** April 16, 2026 Work Session  
**Meeting Date:** May 5, 2026

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**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

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

None



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

---

**Item Created:** December 30, 2025  
**Date Submitted:** May 5, 2026  
**Final Approval Date:** May 5, 2026  
**Presenter:** Alisa Grayson, City Clerk  
**Item of Business:** April 21, 2026 Mayor/Council Meeting  
**Meeting Date:** May 5, 2026

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**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

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

None



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** April 30, 2026  
**Date Submitted:** May 4, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Bryan Lackey, City Manager  
**Item of Business:** BR-2026-16 Application Deadline for Midtown TAD  
**Meeting Date:** May 5, 2026

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**Purpose of Request:**

To request authorization allowing for acceptance of applications for funding within the Midtown TAD and to establish an application deadline of December 31, 2026.

**Facts & Issues / History & Background:**

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Bryan Lackey

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. BR-2026-16: Application Deadline for Midtown TAD Funding

**RESOLUTION BR-2026-16**

**APPLICATION DEADLINE FOR MIDTOWN TAD FUNDING**

**WHEREAS**, by Ordinance 2006-53 duly adopted on October 17, 2006, following a public hearing as required by law, the governing body for the City of Gainesville approved the Midtown Urban Redevelopment Plan and created Tax Allocation District Number One - Midtown TAD (the "Midtown TAD"); and

**WHEREAS**, by Resolution BR-2022-32 duly adopted on June 21, 2022, the governing body for the City of Gainesville set a deadline of December 31, 2023, for the acceptance of private applications for funding within the Midtown TAD; and

**WHEREAS**, the governing body for the City of Gainesville wishes to allow for private applications for funding within the Midtown TAD for a limited time; and

**WHEREAS**, the governing body expects to cease committing to reimbursement for costs incurred by applicants after December 31, 2039, with the caveat that the Midtown TAD shall not terminate until a resolution is adopted dissolving the Midtown TAD, which resolution shall not be adopted until all redevelopment costs have been paid.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville hereby sets a deadline of December 31, 2026 for the acceptance of applications for funding within the Midtown TAD.

**BE IT FURTHER RESOLVED THAT** the governing body for the City of Gainesville hereby states that it expects to cease committing to reimbursement for costs incurred by applicants after December 31, 2039.

**BE IT FURTHER RESOLVED THAT** the governing body for the City of Gainesville hereby authorizes the Mayor, the City Manager and City Attorney to execute all such documents and agreements that may be necessary to effectuate the provisions of this Resolution.

**Adopted this \_\_\_\_\_ day of May, 2026.**

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**Zack Thompson, 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:**

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**Alisa Grayson, City Clerk**



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** April 30, 2026  
**Date Submitted:** May 4, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Bryan Lackey, City Manager  
**Item of Business:** BR-2026-17 Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Alvin Gibson  
**Meeting Date:** May 5, 2026

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**Purpose of Request:**

To present a resolution establishing just compensation for the CDBG Program as it relates to the Alvin Gibson (685 Gordon Avenue) Property.

**Facts & Issues / History & Background:**

The City of Gainesville is designated as an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program. All CDBG-funded activities must meet one of three following National Objectives of the CDBG program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need. Multiple properties have been identified for acquisition under the CDBG Program for public facilities/infrastructure to serve different low- to moderate-income areas, and thereby, meet the national objective of benefiting low- and moderate-income persons. The intent is to acquire the property using CDBG funds and then transfer it to the Gainesville Parks and Recreation Agency for use as parks, trails, and greenspace.

This property has been appraised by a certified real property appraiser. Additionally, the property owner has accepted the value as just compensation and executed a Purchase and Sale Agreement.

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Bryan Lackey

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

**Amount Requested:**

\$300,000

**Finance Comments:**

**Sources of Funds:**

CDBG-2024 (Resolution GR-2024-06) Grant Funds

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**Administrative Comments:**

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**Attachments:**

1. BR-2026-17 Establishing Just Compensation for the CDBG Program and Authorizing Acquisition from Alvin Gibson

2. Exhibit A: CDBG Just Compensation - Alvin Gibson Gordon Ave PSA

**RESOLUTION BR-2026-17**

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND  
AUTHORIZING PROPERTY ACQUISITION FROM ALVIN GIBSON**

**WHEREAS**, the City of Gainesville is designated an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program; and

**WHEREAS**, all CDBG funded activities must meet one of three following National Objectives of the *CDBG* program: 1) benefit to low- and moderate-income persons, 2) elimination of slum and blight, and 3) meeting a particular urgent need; and

**WHEREAS**, staff has identified for acquisition under the CDBG Program selected properties as a means to meet the national objective of benefiting low- and moderate-income persons, and one of the said select properties is listed below; and

<b>PROPERTY OWNER</b>	<b>PROPERTY ADDRESS</b>	<b>PARCEL NUMBER</b>	<b>JUST COMPENSATION</b>
Alvin Gibson	685 Gordon Avenue	01014 002002	\$300,000

**WHEREAS**, each of the selected properties has been appraised by a certified real property appraiser, and each respective property owner has accepted the value as just compensation; and

**WHEREAS**, the property owned by Alvin Gibson, as more particularly described in the Exhibit “A” to the attached Real Estate Purchase and Sale Agreement with an Effective Date of February 3, 2026 (said real property hereinafter referred to as “the Alvin Gibson Gordon Avenue Property” and said Agreement hereinafter referred to as “the Alvin Gibson Gordon Avenue PSA”), will be used by the City to provide for expanded recreational opportunities for the public; and

**WHEREAS**, the governing body for the City desires to purchase the Alvin Gibson Gordon Avenue Property as set forth in the Alvin Gibson Gordon Avenue PSA.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville does hereby authorize the establishment of Just Compensation as noted above in this resolution.

**BE IT FURTHER RESOLVED THAT** the governing body for the City of Gainesville does hereby approve and ratify the Alvin Gibson Gordon Avenue PSA and does hereby authorize the purchase of the Alvin Gibson Gordon Avenue Property and directs the Mayor, the City Manager and/or the City Attorney to execute such documents and agreements that may be necessary to complete the closing of the purchase of the Alvin Gibson Gordon Avenue Property as set forth in the Alvin Gibson Gordon Avenue PSA.

**Adopted this \_\_\_\_ day of May, 2026.**

\_\_\_\_\_  
**Zack Thompson, Mayor**

**RESOLUTION BR-2026-17**

**ESTABLISHING JUST COMPENSATION FOR THE CDBG PROGRAM AND  
AUTHORIZING PROPERTY ACQUISITION FROM ALVIN GIBSON**

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:**

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**Alisa Grayson, City Clerk**

STATE OF GEORGIA  
COUNTY OF HALL

### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Alvin Gibson (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

*WHEREAS*, Seller is the owner of that certain parcel of real property located at 685 Gordon Avenue in the City of Gainesville, Hall County, Georgia, being tax parcel number 01014 002002, which real property is hereinafter referred to as "the Property."

*WHEREAS*, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

#### WITNESSETH:

*NOW, THEREFORE*, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be Three Hundred Thousand and no/100 (300,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 INTENTIONALLY DELETED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Seller.

1.6 Inspection Period. Purchaser, at Purchaser's sole cost and expense shall have the right to conduct an inspection of the Property for a period from the effective date, through and including that date which is ninety (90) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to Purchaser's use of the Property. During the Inspection Period, and thereafter if Purchaser does not terminate

this Agreement, Seller shall give Purchaser and Purchaser's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for Purchaser to determine if the Property is satisfactory for Purchaser's intended use

All inspections conducted by Purchaser pursuant to this Contract shall be non-invasive in nature, and shall not include any invasive Phase II or other sampling or testing unless otherwise agreed to in writing by Seller, subject to Seller's review and approval of a proposed scope of work for such activities, which may be granted or withheld at Seller's sole discretion. Purchaser shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against Seller as a result of Purchaser's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its Representatives through the date of Closing and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Contract.

### **"AS IS" PURCHASE**

To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

1.7 Right of Termination. If Purchaser discovers any matter during the Inspection Period that is unacceptable to Purchaser for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by giving Seller written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If Purchaser fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement. If the Purchaser provides the Termination Notice prior to the expiration of the Inspection Period, the parties shall have no further right or obligation hereunder; provided however, Purchaser shall be obligated to comply with its restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2<sup>nd</sup>) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

1.9 Condition of Property. Seller represent that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via general warranty deed. Seller agrees to remove all personal property from the buildings located on the Property prior to closing and deliver broom clean buildings to Purchaser at closing.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property during the Inspection Period. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and

commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than ten (10) days after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100<sup>th</sup> acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

#### 1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.21 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) General Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.22 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. Seller shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. Seller and Purchaser shall pay the fees of their own

attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

1.25 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.28 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken

pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. Purchaser and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City:                      City of Gainesville  
   Attention: Angela Sheppard  
   300 Henry Ward Way, Suite 303  
   Gainesville, GA 30501  
   Phone: 770-535-6865  
   Email: asheppard@gainesvillega.gov

With a copy to: Hulseley, Oliver and Mahar, LLP  
Attention: Abbott S. Hayes, Jr.  
200 E. E. Butler Parkway  
Gainesville, GA 30501  
Phone: 770-532-6312  
Email: ash@homlaw.com

If to Seller: Alvin Gibson  
Address: PO BOX 907102  
Gainesville GA 30501  
Telephone: 678-316-1344  
E-mail: alvin@alvingibson.com

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control:

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF GAINESVILLE

By: [Signature]  
Bryan Lackey, City Manager

Attest: [Signature]  
Alisa Grayson, City Clerk

Date: 1/29/24

CITY SEAL

Approved as to form:  
[Signature]  
Abbott Swift Hayes, Jr.

Date: 1-28-26

[Signature]  
Alvin Gibson

Date: 2-3-26



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

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**Item Created:** April 30, 2026  
**Date Submitted:** May 4, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Bryan Lackey, City Manager  
**Item of Business:** BR-2026-18 Property Acquisition from Outer Banks, LLC  
**Meeting Date:** May 5, 2026

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**Purpose of Request:**

The purpose of this request is to authorize the purchase of property owned by Outer Banks, LLC.

**Facts & Issues / History & Background:**

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Bryan Lackey

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. Resolution: Property Acquisition from Outer Banks, LLC
2. Attachment: PSA for Outer Banks, LLC
3. Attachment: First Amendment to PSA for Outer Banks, LLC
4. Attachment: Second Amendment to Outer Banks, LLC

**RESOLUTION BR-2026-18**

**Property Acquisition from Outer Banks, LLC**

**WHEREAS**, the governing body of the City of Gainesville, Georgia (the “City”) has a desire to continue its efforts to provide recreational opportunities for the public; and

**WHEREAS**, the property owned by Outer Banks, LLC (the “Seller”), as more particularly described in the Exhibit “A” to the attached Real Estate Purchase and Sale Agreement with an Effective Date of October 29, 2025 (said real property hereinafter referred to as the “Property”), as amended by First Amendment to Real Estate Purchase and Sale Agreement dated November 10, 2025, as amended by Second Amendment to Real Estate Purchase and Sale Agreement dated December 11, 2025 (said Agreement as amended hereinafter referred to as the “PSA”), will be used by the City to provide for expanded recreational opportunities for the public at the Chattahoochee Golf Course; and

**WHEREAS**, the governing body for the City desires to purchase the Property as set forth in the PSA.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville does hereby approve and ratify the PSA and does hereby authorize the purchase of the Property owned by the Seller and directs the Mayor, the City Manager and/or the City Attorney to execute such documents and agreements that may be necessary to complete the closing of the purchase of the Property as set forth in the PSA.

**Adopted this \_\_\_\_ day of May, 2026.**

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**Zack Thompson, 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:**

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**Alisa Grayson, City Clerk**

STATE OF GEORGIA

COUNTY OF HALL

### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Outer Banks, LLC a domestic limited liability company of the State of Georgia (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

*WHEREAS*, Seller is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, being all of tax parcel numbers 01106 002014 and 01106 002015 and more particularly described as follows:

See real property described in the two Quit Claim Deeds attached hereto collectively as Exhibit "A." The real property described in Exhibit "A" is hereinafter referred to as "the Property."

*WHEREAS*, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

#### WITNESSETH:

*NOW, THEREFORE*, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be One Million Two Hundred Thousand and no/100 (\$1,200,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 INTENTIONALLY DELETED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below, approval of Survey and the Special Stipulations.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Seller.

1.6 Inspection Period.

**"AS IS" PURCHASE**

To the maximum extent permitted by applicable law and except for Seller's representations and warranties the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

1.7 INTENTIONALLY DELETED.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2<sup>nd</sup>) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

1.9 Condition of Property. Seller represents that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via limited warranty deed. Seller agrees to remove all personal property from the buildings located on the Property prior to closing and deliver broom clean buildings to Purchaser at closing.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property on or before November 10, 2025. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within 24 hours after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such 24 hour period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than 24 hours after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser will obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100<sup>th</sup> acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject

to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.14 Existing Leases To the extent that there is currently any tenant on the Property, Seller shall take action to terminate any lease agreement, so that the property is delivered to Purchaser with no occupants on the Property at or after Closing.

1.15 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.16 INTENTIONALLY OMITTED

1.17 Closing Date. Closing shall be on or before November 24, 2025.

1.18 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.19 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.20 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) Limited Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.21 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.22 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed and real estate transfer tax associated with the conveyance. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.23 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.24 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.25 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.26 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of

the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.27 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.28 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. Purchaser and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, addressed as follows:

If to the City:                   City of Gainesville  
  Attention: Bryan Lackey  
  300 Henry Ward Way, Suite 303  
  Gainesville, GA 30501  
  Phone 770-531-6574  
  Email: blackey@gainesvillega.gov

With a copy to:                 Hulsey, Oliver and Mahar, LLP  
  Attention: Abbott S. Hayes, Jr.  
  200 E. E. Butler Parkway  
  Gainesville, GA 30501  
  Phone: 770-532-6312  
  Email: ash@homlaw.com

If to Seller:                     Outer Banks, LLC  
  Attention: Paul Brown, Registered Agent  
  3292 Thompson Bridge Rd., Suite 109  
  Gainesville, GA 30501  
  Phone: 770-377-2175  
  Email: paulbrown1126@gmail.com

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith

and in a timely manner. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

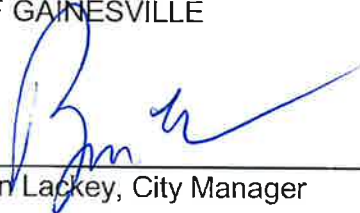
1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control:

1.42.1 Notwithstanding anything contained herein to the contrary, Purchaser's obligation to purchase the Property is specifically contingent upon there being no covenants or other restrictions applicable to the Property that would limit or prohibit its use and development as a parking lot to serve the Chattahoochee Golf Course. Should any such restrictions exist, Purchaser may terminate this Agreement and the parties will have no further obligations to one another.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF GAINESVILLE

By:   
Bryan Lackey, City Manager

Attest:   
Alisa Grayson, City Clerk

Date: 11/3/2025

CITY SEAL

Approved as to form:

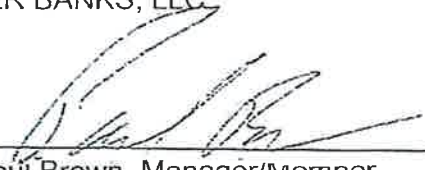




Abbott Swift Hayes, Jr.

Date: 11-3-25

OUTER BANKS, LLC

By:   
Paul Brown, Manager/Member

Date: 10/29/2025

4934-7363-7226

FILED & RECORDED 12/29/2022 4:04 PM  
 DEED BOOK 9245 PAGES 756 - 756  
 FILING FEES: \$25.00  
 PT61: 069-2022-011011 TRANSFER TAX: \$0.00  
 RECORDED BY: MB  
 CLERK: Charles Baker, C.S.C Hall County, GA

after recording, return to:  
 JENIFIR DINIO  
 STEWART, MELVIN & FROST, LLP  
 200 MAIN STREET  
 SIXTH FLOOR HUNT TOWER  
 GAINESVILLE, GA 30501

### QUIT CLAIM DEED

THIS INDENTURE is made this 25<sup>th</sup> day of October, 2022, between

**DEEP WATER 22 LLC**  
(hereinafter referred to as "Grantor")

and

**OUTER BANKS LLC**  
(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.)

#### WITNESSETH

GRANTOR, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said Grantee, their heirs and assigns, all the following described property to wit:

All that tract or parcel of land, lying and being in Land Lot 106, 10th Land District, Hall County, Georgia, being designated as Lot 1, Section 5, Chattahoochee Estates Subdivision, as shown on a subdivision plat recorded on Plat Book 20, Page 32, Hall County, Georgia Plat Records, which plat is incorporated herein by reference for a more complete description of said property, and being known as 223 Tommy Aaron Drive according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

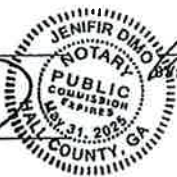
TO HAVE AND TO HOLD the said described premises to the said Grantee, so that neither the said Grantors nor their heirs, nor any other person or persons claiming under Grantors shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

EXECUTED under seal as of the date above.

Signed, sealed, and delivered  
in the presence of:

DEEP WATER 22 LLC

Unofficial Witness  
 Notary Public  
 Commission Expiration Date:  
 (NOTARIAL SEAL)



By: PAUL G. BROWN, Manager/Member (SEAL)

SNIP FILE #84979

EXHIBIT "A"

MOUNTAIN VALLEY COMMUNITY  
NORTH HALL  
5140 CLEVELAND HIGHWAY  
GAINESVILLE, GA 30506  
21-021210

FILED & RECORDED 08/30/2021 1:21 PM  
DEED BOOK 8917 PAGES 430 - 430  
FILING FEES: \$25.00  
PT61: 069-2021-008511 TRANSFER TAX: \$0.00  
RECORDED BY: MB  
CLERK: Charles Baker, C.S.C Hall County, GA



after recording, return to:  
JENIFR DIMO  
STEWART, MELVIN & FROST, LLP  
200 MAIN STREET  
SIXTH FLOOR HUNT TOWER  
GAINESVILLE, GA 30501

**QUIT CLAIM DEED**

THIS INDENTURE is made this 14th day of July, 2021, between

**DEEP WATER 22, LLC**  
(hereinafter referred to as "Grantor")

and

**OUTER BANKS, LLC**  
(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.)

**WITNESSETH**

GRANTOR, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said Grantee, their heirs and assigns, all the following described property to wit:

All that tract or parcel of land lying and being Land Lot 113 of the 10th Land District in the City of Gainesville, Hall County, Georgia, being all of Lot 38, Section 5 of Chattahoochee Estates Subdivision as shown on subdivision plat recorded in Plat Book 20, Page 32, Hall County, Georgia Plat Records, and being more fully shown and described according to a plat prepared for W. Alvin and Ann B. Gainey and Home Federal Savings Bank of Georgia by Morgan R. Mellette, Georgia Registered Land Surveyor dated January 24, 1990, recorded in Plat Book 141, Page 1 of the Hall County, Georgia Plat Records, reference to said plat and the record thereof is hereby incorporated for a more complete description of the subject property, being improved property, known as 3246 Golf Club Drive according to the present system of numbering properties in Hall County, Georgia. Said property is subject to all other easement, covenants and restrictions of record, including, but not limited to, the easement to Georgia Power recorded in Deed Book 1750, Page 134, Hall County, Georgia Deed Records.

TO HAVE AND TO HOLD the said described premises to the said Grantee, so that neither the said Grantors nor their heirs, nor any other person or persons claiming under Grantors shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

EXECUTED under seal as of the date above.

Signed, sealed, and delivered  
in the presences of:

*Kayann Kent*  
Unofficial Witness

**DEEP WATER 22, LLC**

*Paul G. Brown* (SEAL)  
BY: PAUL G. BROWN, Manager/Member

*Theresa Shumake*  
Notary Public

Commission Expiration Date: **Theresa Shumake**  
(NOTARIAL SEAL) **NOTARY PUBLIC**

**Habersham County, GEORGIA**  
**My Commission Expires 09/16/2024**

SMF FILE #83425

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This First Amendment to Real Estate Purchase and Sale Agreement is made and entered into this 10<sup>th</sup> day of November, 2025, between Outer Banks, LLC, a Georgia limited liability company, as Seller, and City of Gainesville, Georgia as Purchaser.

WITNESSETH

WHEREAS, Purchaser and Seller entered into a Real Estate Purchase and Sale Agreement with an effective date of November 3, 2025 (the Agreement);

WHEREAS, Purchaser and Seller wish to amend the terms of the Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Title Examining. Parties acknowledge that Purchaser's title examination has revealed a declaration of covenants which would restrict Purchaser's intended use of the Property.
2. Closing Date. The date of closing is hereby extended to be fifteen (15) days after Seller effectuates the release of the Property from the existing declaration of covenants to the satisfaction of Purchaser and Purchaser's title insurer, but no later than ~~May 30, 2026~~. In the event that Seller is unable to resolve the issue regarding covenants on or before ~~May 30, 2026~~, the Agreement will be automatically terminated and the parties will have no further obligations to one another under the Agreement.   
*(PK)*  
*December 31, 2025*  
*December 31, 2025*  
*(PB)*
3. All other terms and conditions of the Agreement are hereby restated and shall be in full force and effect.

The parties have hereby set their hands and seals as of the date first written above.

PURCHASER:  
City of Gainesville

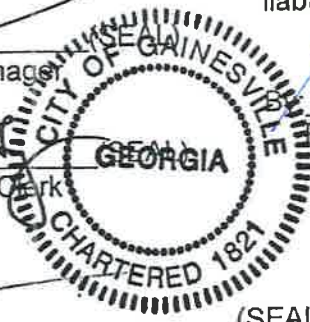
By: [Signature]  
Bryan Lackey, City Manager

Attest: [Signature]  
Alisa Grayson, City Clerk

Approved as to form: [Signature] (SEAL)  
Abbott Swift Hayes, Jr., City Attorney

SELLER:  
Outer Banks, LLC, a Georgia limited liability company

[Signature] (SEAL)  
Paul Brown, Manager/Member



SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Second Amendment to Real Estate Purchase and Sale Agreement is made and entered into this 11<sup>th</sup> day of December, 2025, between Outer Banks, LLC, a Georgia limited liability company, as Seller, and City of Gainesville, Georgia as Purchaser.

WITNESSETH

WHEREAS, Purchaser and Seller entered into a Real Estate Purchase and Sale Agreement with an effective date of November 3, 2025 (the Agreement);

WJHEREAS, Purchaser and Seller amended the Agreement by a First Amendment dated November 10, 2025;

WHEREAS, Purchaser and Seller wish to amend the terms of the Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Title Examination. Parties acknowledge that Purchaser’s title examination has revealed a declaration of covenants which would restrict Purchaser’s intended use of the Property.
2. Closing Date. The date of closing is hereby extended to be fifteen (15) days after Seller effectuates the release of the Property from the existing declaration of covenants to the satisfaction of Purchaser and Purchaser’s title insurer, but no later than May 30, 2026. In the event that Seller is unable to resolve the issue regarding covenants on or before May 30, 2026, the Agreement will be automatically terminated and the parties will have no further obligations to one another under the Agreement.
3. All other terms and conditions of the Agreement are hereby restated and shall be in full force and effect.

The parties have hereby set their hands and seals as of the date first written above.

PURCHASER:  
City of Gainesville

By: \_\_\_\_\_ (SEAL)  
Bryan Lackey, City Manager

Attest: \_\_\_\_\_ (SEAL)  
Alisa Grayson, City Clerk

SELLER:  
Outer Banks, LLC, a Georgia limited liability company

By:  (SEAL)  
Paul Brown, Manager/Member

Approved as to form:

\_\_\_\_\_ (SEAL)  
Abbott Swift Hayes, Jr., City Attorney

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Second Amendment to Real Estate Purchase and Sale Agreement is made and entered into this 11<sup>th</sup> day of December, 2025, between Outer Banks, LLC, a Georgia limited liability company, as Seller, and City of Gainesville, Georgia as Purchaser.

WITNESSETH

WHEREAS, Purchaser and Seller entered into a Real Estate Purchase and Sale Agreement with an effective date of November 3, 2025 (the Agreement);

WJHEREAS, Purchaser and Seller amended the Agreement by a First Amendment dated November 10, 2025;

WHEREAS, Purchaser and Seller wish to amend the terms of the Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. Title Examination. Parties acknowledge that Purchaser's title examination has revealed a declaration of covenants which would restrict Purchaser's intended use of the Property.
2. Closing Date. The date of closing is hereby extended to be fifteen (15) days after Seller effectuates the release of the Property from the existing declaration of covenants to the satisfaction of Purchaser and Purchaser's title insurer, but no later than May 30, 2026. In the event that Seller is unable to resolve the issue regarding covenants on or before May 30, 2026, the Agreement will be automatically terminated and the parties will have no further obligations to one another under the Agreement.
3. All other terms and conditions of the Agreement are hereby restated and shall be in full force and effect.

The parties have hereby set their hands and seals as of the date first written above.

PURCHASER:  
City of Gainesville

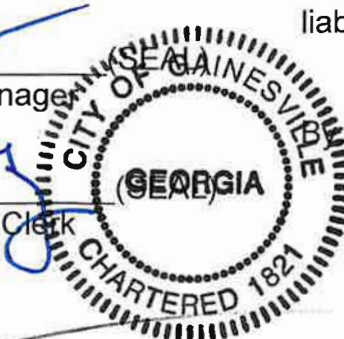
By:   
Bryan Lackey, City Manager

Attest:   
Alisa Grayson, City Clerk

Approved as to form:   
Abbott Swift Hayes, Jr., City Attorney (SEAL)

SELLER:  
Outer Banks, LLC, a Georgia limited liability company

\_\_\_\_\_  
(SEAL)  
Paul Brown, Manager/Member





# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

---

**Item Created:** April 30, 2026  
**Date Submitted:** May 1, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Corey Jones, Senior Civil Engineer  
**Item of Business:** GR-2026-02 FY2026 Local Road Assistance (LRA) Administration Grant  
**Meeting Date:** May 5, 2026

---

**Purpose of Request:**

To authorize the Public Works Department to prepare and submit the application necessary to apply for and accept the FY26 Local Road Assistance (LRA) Administration Grant funds 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 Marthasville Court, Lindsey Baker Court, Estate Drive, Broad Street, Race Street, McDonald Street, East Avenue, Armour Street, Amberleigh Trace, Old Flowery Branch Road, Laura Drive, and Green Street Circle as meeting the state criteria and will be submitting them as part of the LRA 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:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. GR-2026-02: FY2026 Local Road Assistance (LRA) Administration Grant
2. Cover Letter: FY26 LRA
3. LMIG Application and Certification: FY2026

**RESOLUTION GR-2026-02**

**FY2026 LOCAL ROAD ASSISTANCE (LRA) ADMINISTRATION GRANT**

**WHEREAS**, the Georgia Department of Transportation has announced the FY2026 Local Road Assistance Administration (LRA) grant program; and

**WHEREAS**, the identified grant amount for the City of Gainesville is \$597,218.75; and

**WHEREAS**, the City has identified portions of Marthasville Court, Lindsey Baker Court, Estate Drive, Broad Street, Race Street, McDonald Street, East Avenue, Armour Street, Amberleigh Trace, Old Flowery Branch Road, Laura Drive, and Green Street Circle as meeting the state criteria and will be submitted as part of the LRA application; and

**WHEREAS**, there are no required matching funds to access the grant funding.

**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 and City Manager 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 LRA funding in the amount of \$597,218.75.

**Adopted this \_\_\_\_\_ day of May, 2026.**

---

**Zack Thompson, 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**

Zack Thompson  
*Mayor*

Bob Norton  
*Ward One*

Jon Elliott  
*Ward Two*

Barbara B. Brooks  
*Ward Three*

Abigail Guzman  
*Ward Four*

Juli Hayes  
*Ward Five*

May 5, 2026

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 Road Assistance Administration

Dear Mr. Arnhart:

Please accept this letter as part of the City of Gainesville’s application for the Fiscal Year (FY) 2026 Local Roadside Assistance administration funds. The streets and resurfacing work identified in the project list meet the requirements set forth in the LMIG General Rules and Guidelines.

The work approved for the FY2024 and FY2025 LMIG programs is complete. The work approved for the FY2026 LMIG program is underway and will be complete by the end of FY2026.

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,

Zack Thompson  
Mayor

Cc Angela Sheppard  
Chris Rotalsky  
Corey Jones

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2026 LRA Supplemental**  
*TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.*

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (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)  
  
\_\_\_\_\_  
(Print)  
Mayor / Commission Chairperson  
  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
E-Verify Number  
Sworn to and subscribed before me,  
  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
In the presence of:

NOTARY PUBLIC

**LOCAL GOVERNMENT SEAL (required):**

\_\_\_\_\_  
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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

Form Date - May 10, 2024

## Previous Grant Completion Status (for FY 2026 LRA Supplemental)

Fiscal Year	Grant Type	Percent Complete (%)	SFE Submitted (Y/N)	Comments
2026	LMIG			
2025	LRA			
2025	LMIG			
2024	LRA			
2024	LMIG			
2023	LMIG			
2022	LMIG			

For the FY 2026 LRA Application: Please complete and attach this page with your Signature Page.

1. Grant Type: (LMIG or Local Road Assistance ‘LRA’)
2. Percent Complete: ( 0% - 100%)
3. SFE Submitted: For grants that are 100% complete, indicate whether the Statement of Final Expenditures (SFE), with supporting documents, has been submitted to the Georgia Department of Transportation, by a “Y” for yes or a “N” for no.



# CITY OF GAINESVILLE

## Mayor/Council Agenda Request

---

**Item Created:** May 1, 2026  
**Date Submitted:** May 1, 2026  
**Final Approval Date:** May 5, 2026  
**Presenter:** Abb Hayes, City Attorney  
**Item of Business:** Business Resolution 2026-19  
Authorization of Participation in Amicus Brief in Chang V. City Of Milton on Remand Before The Georgia Court of Appeals or, if Warranted, The Georgia Supreme Court  
**Meeting Date:** May 5, 2026

---

**Purpose of Request:**

The purpose of this request is to authorize participation in an Amicus Brief.

**Facts & Issues / History & Background:**

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Abb Hayes

---

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

---

**Administrative Comments:**

---

**Attachments:**

1. BR-2026-19 Authorization of Participation in Amicus Brief in Chang V. City Of Milton on Remand Before The Georgia Court of Appeals or, if Warranted,

## RESOLUTION BR-2026-19

### **AUTHORIZATION OF PARTICIPATION IN AMICUS BRIEF IN CHANG V. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT**

**WHEREAS**, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road; and

**WHEREAS**, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024); and

**WHEREAS**, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364; and

**WHEREAS**, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims; and

**WHEREAS**, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968); and

**WHEREAS**, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity; and

**WHEREAS**, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);” and

**WHEREAS**, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;” and

**WHEREAS**, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver; and

**WHEREAS**, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury; and

**WHEREAS**, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion; and

**WHEREAS**, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

**RESOLUTION BR-2026-19**

**AUTHORIZATION OF PARTICIPATION IN AMICUS BRIEF IN CHANG V. CITY OF MILTON  
ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE  
GEORGIA SUPREME COURT**

**WHEREAS**, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville hereby authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED THAT** the governing body for the City of Gainesville supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly and supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury; and

**NOW, THEREFORE, 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 amicus brief(s) including the City of Gainesville as a participating party and such other documents as necessary to effectuate the provisions set forth in this Resolution.

**Adopted this \_\_\_\_ day of May, 2026.**

---

**Zack Thompson, 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:** April 30, 2026  
**Date Submitted:** May 4, 2026  
**Final Approval Date:** May 4, 2026  
**Presenter:** Abb Hayes, City Attorney  
**Item of Business:** Business Resolution-2026-20  
Capstone Property Group, LLC Application Under the Georgia Tourism Development Act  
**Meeting Date:** May 5, 2026

---

**Purpose of Request:**

To endorse an application and project for consideration for state sales tax rebates. A public hearing is scheduled to be conducted on May 5, 2026.

**Facts & Issues / History & Background:**

**Department Recommendation:**

To conduct a public hearing and approve the resolution.

**Department Director:**

Abb Hayes

---

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

---

**Administrative Comments:**

---

**Attachments:**

1. Publication Affidavit
2. GainesvilleTimes\_20260429
3. BR-2026-20: Capstone Property Group, LLC Application Under the Georgia Tourism Development Act
4. Backup Documentation: TDA Preapplication copy
5. Public Hearing Notice for Gainesville Capstone Lake Lanier Resort Tourism Tax Credit

# AFFIDAVIT OF PUBLICATION

State of Georgia

County of Hall

Personally appeared before the undersigned, Stephanie Woody, who having been duly sworn, on oath, says that she is the Group Publisher of THE TIMES, FORSYTH COUNTY NEWS, and DAWSON COUNTY NEWS, and that the Advertisement was Published in THE TIMES:

Ad# 159284

Public Hearings

Capstone Development Group, LLC

Published: The Times: 4/29/2026

Stephanie Woody  
Stephanie Woody, Affiant  
Verified   X  

Sworn to and Subscribed before me  
This 29th day of April, 2026

Jacqueline Wildes  
Notary Public



Address: 2315 Murphy Blvd,  
Gainesville, GA 30504  
Telephone #: 770-279-8424  
**159299 4/29, 5/6**

IN THE STATE COURT OF  
HALL COUNTY  
STATE OF GEORGIA  
THE CREDIT UNION LOAN  
SOURCE, LLC D/B/A CINCH  
AUTO FINANCE PLAINTIFF,  
V.

JESSY LEE BARKO-THORNLEY  
DEFENDANT.  
CIVIL ACTION FILE NO.  
2025SV001821

**NOTICE OF PUBLICATION  
TO: JESSY LEE  
BARKO-THORNLEY**

Defendant Named Above:

You are hereby notified that the above-styled action was filed in said court on October 31, 2025, and that by reason of an order for service of summons by publication entered by the Court on March 25, 2026, you are hereby commanded and required to file with the clerk of said Court and serve upon Alexandria Capers, Plaintiff's attorney, whose address is Lefkoff, Rubin, Gleason, Russo & Smith, P.C., 5555 Glenridge Connector, Suite 900, Atlanta, Georgia 30342, an answer within sixty (60) days of the date of the order for service by publication and shall bear teste in the name of the Judge and shall be signed by the Clerk of Court.

Witness the Honorable Kelley M. Robertson, State Court Judge.

This the 26th day of March, 2026

Mark Pettitt  
CLERK OF COURT STATE  
COURT OF HALL COUNTY

Prepared and presented by:

The Law Office of  
LEFKOFF, RUBIN, GLEASON,  
RUSSO & SMITH, P.C.

Attorney for Plaintiff

By:

Alexandria Capers Georgia

State Bar No. 808823

5555 Glenridge Connector,

Suite 900 Atlanta, Georgia

30342

**158474 4/8, 15, 22, 29**

Case 2:25-cv-00370-RWS

Document 5

Filed 04/07/26 Page 1 of 2

IN THE UNITED STATES

DISTRICT COURT FOR THE

NORTHERN DISTRICT OF

GEORGIA

GAINESVILLE DIVISION

IN ADMIRALTY

IN THE MATTER OF THE

COMPLAINT OF JEFFERY

ERTZBERGER, AS OWNER OF

THE 2018 24' WELLCRAFT

IDENTIFIED BY HULL

IDENTIFICATION NUMBER

PWEWBA16E818, FOR

EXONERATION FROM OR

LIMITATION OF LIABILITY

**CIVIL ACTION NO:**

**2:25-cv-370-RWS**

ORDER DIRECTING ISSUANCE

OF

**NOTICE AND RESTRAINING**

**PROSECUTION OF CLAIMS**

A Verified Complaint having

been filed on November 12,

2025 by Jeffery Ertzberger, as

Owner, (referred to herein as

"Plaintiff") of a 2018 Wellcraft

with a length of 24' bearing

hull identification number

PWEWBA16E818 ("Vessel"),

claiming exoneration from

or the benefit of limitation of

liability as provided by the

revised statutes of the

United States and the

various statutes

supplementary to and

amendatory thereof and/or

applicable foreign law, for all

losses, damages, injuries and

death or destruction

allegedly resulting from an

incident involving the vessel

that occurred on May 25,

2025, referred to in the

foregoing Complaint, near

Perdido Key located in

Pensacola, Florida;

And the Plaintiff having filed

an Ad Interim Stipulation

and security required by this

Court;

NOW, THEREFORE, on

Motion of Bouhan Falligant

LLP, attorneys for Jeffery

Ertzberger, (Plaintiff);

IT IS ORDERED that a Notice

issue out of and under the

consecutive weeks prior to  
the date fixed for the filing of  
claims;  
AND THE PLAINTIFF IS ALSO  
ORDERED, not later than the  
day of second publication,  
to mail a copy of this Notice  
to every person known to  
have made any claim against  
the Vessel or the Plaintiff  
arising out of the voyage on  
which the claims sought to  
be limited arose;

IT IS FURTHER ORDERED that,  
pursuant to Rule F of the  
Supplemental Rules for  
Certain Admiralty and  
Maritime Claims of the  
Federal Rules of Civil  
Procedure, all claims and  
proceedings against the  
Plaintiff or the Plaintiff's  
property, in any court  
whatsoever, with respect to  
the matter in question,  
except in this proceeding for  
exoneration from or  
limitation of liability, shall  
cease, and the court hereby  
stays and restrains the  
further prosecution of any  
action or proceeding, except  
in this proceeding for  
exoneration from or  
limitation of liability, against  
the Plaintiff or the Plaintiff's  
property with respect to any  
claim subject to the  
limitation action.

Fed.R.Civ.P. Supp. Rule F.(3).

IT IS SO ORDERED this 7th

day of April, 2026.

HON. RICHARD W. STORY

Judge, United States District

Court

Northern District of Georgia

**158996 4/15, 22, 29, 5/6**

### Name Changes

IN THE SUPERIOR COURT OF

HALL COUNTY

STATE OF GEORGIA

In re the Name Change of:

Elijah Stone, Petitioner.

Civil Action Case No.

2026CV000669

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

Petitioner filed a petition in

Hall County Superior Court

on April 17th, 2026, to

change Petitioner's name

Elijah Paul Stone to Eliza Paul

Stone. Any interested party

has the right to appear in

this case and file objections

within 30 days after the

petition was filed.

Date: 04/17/ 2026,

Elijah Stone, Pro se

Name: Elijah Stone

Address: 3319 Cagle Road

Gainesville, GA 30501

Phone: 770-519-3798

E m a i l :

ElizaStone26@gmail.com

**159211 4/29, 5/6, 13, 20**

IN THE SUPERIOR COURT OF

HALL COUNTY STATE OF

GEORGIA

In re the Name Change of:

Jance Jannely Garcia-Hernandez

Petitioner.

Civil Action Case

No. 2026CV000576

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

Petitioner filed a petition in

Hall County Superior Court

on 07 April of, 2026, to

change Petitioner's name

from Jance Jannely

Garcia-Hernandez to: Janice

Jannely Garcia Hernandez

Any interested party has the

right to appear in this case

and file objections within 30

days after the petition was

filed.

Date: 07 April of 2026

/s/ Jance Jannely Garcia

Hernandez

Name [printed]: Jance Janely

Garcia Hernandez

Address: 3859 Amber Glen

Ln

Phone: (+52)7731282146

Email:jannelygh07@gmail.co

m

**158908 4/15, 22, 29, 5/6**

IN THE SUPERIOR COURT OF

HALL COUNTY STATE OF

GEORGIA

IN RE THE NAME CHANGE:

FELICIA LAVERNE GIDDENS,

Petitioner.

CIVIL ACTION FILE NO.:

2026CV000277

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

The Petitioner has filed a

**158889 4/15, 22, 29, 5/6**

IN THE SUPERIOR COURT OF

HALL COUNTY

STATE OF GEORGIA

In re the Name Change of

Joseph Tyler Roberts,

Petitioner

Civil Action File No.

2026CV000609

**NOTICE OF PETITION TO**

**CHANGE NAME**

An action was filed in the

Superior Court of Hall

County on April 10, 2026, to

change the Petitioner's

name as follows:

Petitioner's name:

Joseph Tyler Roberts

Desired new name:

Jolene Eve Roberts

Any interested party has the

right to appear in this case

and file objection before the

file judgment is order in this

case.

Dated April 15, 2026

Joseph Tyler Roberts,

Petitioner, Pro se

Name Joseph Tyler Roberts

Address 3632 Castoff Ct

Gainesville, GA 30506

Phone: 703-801-0769

Email

JOE.ECONSPECIALIST@gmail

**159097 4/22, 29, 5/6, 13**

IN THE SUPERIOR COURT OF

HALL COUNTY

STATE OF GEORGIA

In re the Name Change of:

Nicole Naccarato, Petitioner.

Civil Action Case No.

2026CV000560

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

Petitioner filed a petition in

Hall County Superior Court

on April 1, 2026, to change

Petitioner's name from:

Nicole Marie Naccarato

to Nicole Alexis Astraea

Any interested party has the

right to appear in this case

and file objections within 30

days after the petition was

filed.

Date: April 1, 2026

Nicole Marie Naccarato

Petitioner, Prose [signature

above] Name [printed]:

Nicole Naccarato Address:

6263 Buttonwood Ct

Flowery Branch GA 30542

Phone: (404 ) 993-9100

E m a i l :

Mnaccarato@gmail.com

**158796 4/15, 22, 29, 5/6**

IN THE SUPERIOR COURT

OF HALL COUNTY

STATE OF GEORGIA

PETITION OF

MALACHI DRAKE

LEWALLEN FOR CHANGE

OF NAME TO MALACHI

DRAKE HOUSE

**CIVIL ACTION FILE NO.:**

**2026-CV-000510**

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

I, Malachi Drake Lewallen,

filed a petition in the

Superior Court of Hall

County, Georgia on March

26, 2026 to change his name

from Malachi Drake

Lewallen to Malachi Drake

House. Any interested party

has the right to appear in

this case and file objections

within 30 days after

the Petition was filed.

Signed this 31 day of March,

2026.

Malachi Drake Lewallen

**159216 4/29, 5/6, 13, 20**

IN THE SUPERIOR COURT OF

HALL COUNTY

STATE OF GEORGIA

In re the Name Change of:

CARTER MCKENZIE MILLS,

Petitioner.

Civil Action Case No.

2026CV000578

**NOTICE OF PETITION TO**

**CHANGE NAME OF ADULT**

P

**RESOLUTION BR-2026-20**

**Capstone Property Group, LLC Application Under the Georgia Tourism Development Act**

**WHEREAS**, Capstone Development Group, LLC (“Applicant”) has submitted an application to the Georgia Department of Community Affairs for state sales tax rebates under the Georgia Tourism Development Act (“Application”); and

**WHEREAS**, the Application relates to the tourism attraction project known as Lake Lanier Resort, which project is planned to be located in the City of Gainesville (“Project”); and

**WHEREAS**, Applicant seeks the endorsement of the Project by the City of Gainesville, per O.C.G.A. § 48-8-274(b)(7); and

**WHEREAS**, the governing body of the City of Gainesville conducted a public hearing on the Application on May 5, 2026, after publication of notice of the public hearing in the Gainesville Times.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body of the City of Gainesville, hereby endorses the Application and Project for consideration for state sales tax rebates and authorizes the Mayor, City Manager and City Attorney to execute such documents as may be necessary to effectuate the terms of this Resolution.

**Adopted this \_\_\_\_ day of May, 2026.**

---

**Zack Thompson, 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**



# GEORGIA TOURISM DEVELOPMENT ACT PROGRAM

Thank you for your interest in the Georgia Tourism Development Program, which is administered by the Georgia Department of Community Affairs in conjunction with the Georgia Department of Revenue. This document, a pre-application, contains several questions regarding your proposed project. Your answers to these questions will help us determine whether your project appears to be eligible for local and state sales tax rebates under Title 48 Chapter 8 Article 6, otherwise known as the Georgia Tourism Development Act. Upon review of your project pre-application, DCA will issue a preliminary assessment letter, notifying you as to whether or not the project appears eligible, and whether or not it is therefore advisable to proceed with the formal application for approval. While submission of a pre-application for the Georgia Tourism Development Program is not technically required prior to submission of a formal application, we strongly recommend the use of the pre-application due to the cost and effort required for the formal application process, which is outlined below.

Name of Applicant/Developer

Address:

City:

State:

Zip Code:

Contact Person:

Telephone:

Fax:

Name of Project:

Project Address:

City:

State:

Zip Code:

County of Project:

Affected Local Government(s):

## Pursuing Georgia Tourism Development Act Tax Credits – What You Need to Know

1. Eligible projects will generally involve either the development of a new tourism attraction or the expansion of an existing tourism attraction in excess of \$1 million. Renovation and maintenance costs are not eligible for consideration. For more specific information regarding eligibility, please see sections 110-31-.02(9) and 110-31-.02(18) and (19) of the Georgia Tourism Development Program regulations.

ITEMS 2 THROUGH 7 ARE NOT REQUIRED FOR SUBMISSION OF THIS PRE APPLICATION, BUT WILL BE REQUIRED SHOULD THE PRE APPLICANT DECIDE TO SUBMIT A FORMAL APPLICATION.

2. Prior to submitting a formal application to DCA for approval, the Act and regulations require that the applicant first submit an application for the project to the appropriate governing authority of the city or county in which the project is located. When submitting the application to the local governing authority, the developer can use this pre application or whatever format the local governing authority requires.

3. The local governing authority must conduct a public hearing to receive comments and input on the project.

4. Upon conducting the public hearing and obtaining public comments, the local governing authority decides whether or not to approve the project. Approval shall be by an executed resolution.

5. Submission of a formal application to DCA will require:

- a. An application fee of either 0.5% of the proposed cumulative annual sales tax rebate amount or \$10,000, whichever is less;
- b. A business plan for the tourism attraction;
- c. A marketing plan for the tourism attraction, illustrating, among other things, how the attraction will target out-of-state visitors;
- d. A willingness to work with, and pay the expense of, an Independent Consultant to be engaged by DCA. The Independent Consultant will issue a report analyzing the economic impact, fiscal impact, and anticipated revenues and attendance of the project. DCA will consider the Independent Consultant report as well as the entire application in its review of the project.
- e. Detailed business financial information (statements, tax returns), estimated economic impacts of the project, and key management and ownership information, including resumes and authorization to investigate the credit of major project owners/investors.
- f. Additional information and attachments as outlined in the formal application package and program regulations.

6. After conducting a thorough review of all application materials as well the Independent Consultant's report, DCA staff will issue a Preliminary Recommendation for consideration of the Commissioners of the Department of Community Affairs and the Department of Economic Development. The Preliminary Recommendation will include staff assessments regarding project feasibility, economic and employment impact, revenues, out-of-state visitation and other factors, as well as a recommendation to approve or deny the application.

7. Both Commissioners must approve the application in order to obtain final approval for Tourism Development Act tax credits. The decision reached by the Commissioners shall be final, and no appeal shall be granted.

For complete information on all elements required during the formal application, please read the Georgia Tourism Development Program regulations as well as the formal application. Both documents are available at the DCA website at <https://www.dca.ga.gov/community-economic-development/incentive-programs/georgia-tourism-development-act>. You can also contact Cherie Bennett at [cherie.bennett@dca.ga.gov](mailto:cherie.bennett@dca.ga.gov).

Please be advised that your completion of this pre application, and submission of a preliminary assessment letter from DCA, does not constitute approval of a formal application for your project. The purpose of the pre application process is for the applicant and DCA to determine whether or not the project has the potential to be eligible for local and sales tax rebates under the Georgia Tourism Development Act, prior to undergoing the cost and effort of a formal application process.

Each formal application for the Georgia Tourism Development Act must stand on its own merit and obtain sufficient points under the formal review process to be approved for tax rebates. Because the project cannot receive tax rebates until a formal application is reviewed by DCA, recommended for approval, and approved by the Commissioners of both the Department of Community Affairs and Department of Economic Development, followed by a signed Agreement between DCA and the applicant, any group that secures financing and moves ahead with any portion of the project should do so under the full realization that tax rebates under the Georgia Tourism Development Act are not guaranteed until formally approved in writing by both Commissioners, then executed through an Agreement with DCA.

I have read and understand the requirements for completing a full application.

YES            NO

---

## Basic Questions Regarding Your Tourism Project

### 1. ***Project Description***

The proposed project involves (check one):

Construction of a new tourism development

Expansion of an existing tourism development

In the space below, describe your project. Provide sufficient detail for a clear understanding of the entire project. Describe the principal parties in your project, including the principal developer, project manager, and the party responsible for owning, maintaining and operating the project facilities.

## **2. Sources and Uses (S & U)**

Indicate the total cost of the proposed project, broken down into major cost elements (land acquisition, building/facility construction, engineering and soft costs, furniture and fixtures, etc.). The S & U statement must indicate the identity (name of person or institution) and amount of all sources of proposed funding (developer, owner equity, lender financing, investors, etc.). Please ensure that total funding sources are equal to total project costs. Within the S & U table or directly below it, please indicate, for each proposed funding source, the status of the funding (i.e. not yet committed, application/request in process, committed verbally, committed in writing, conditionally approved, etc.). Please include only approved costs as defined in sections 110-31-.02(7) and (9) of the Georgia Tourism Development Act Regulations.

After selecting a use of funds below, applicants must enter the amount of funds for each use, the source(s) of funds for each use and the status of said funds. If there is more than one source associated with each use of funds, please list all sources and the amount associated with each source in the box marked "Source of Funds."

### Uses of Funds

Land	Building Construction
Furniture/Fixtures	Leasehold Improvements
Working Capital	Soft Costs (Engineering, Legal, etc.)
Public Infrastructure	
Other	

Amount for Land:	Source of Funds for Land (Amount)	Status of Funds for Land
------------------	--------------------------------------	--------------------------

Amount for Building Construction:	Source of Funds for Building Construction (Amount)	Status of Funds for Building Construction
---	--	--

Amount for Furniture/Fixtures:	Source of Funds for Furniture/Fixtures (Amount)	Status of Funds for Furniture/ Fixtures
-----------------------------------	---	--

Amount for Leasehold Improvements:	Source of Funds for Leasehold Improvements (Amount)	Status of Funds for Leasehold Improvements
------------------------------------	---	--

Amount for Working Capital:	Source of Funds for Working Capital (Amount)	Status of Funds for Working Capital
-----------------------------	--	-------------------------------------

Amount for Soft Costs:	Source of Funds for Soft Costs (Amount)	Status of Funds for Soft Costs
------------------------	---	--------------------------------

Amount for Public Infrastructure:	Source of Funds for Public Infrastructure (Amount)	Status of Funds for Public Infrastructure
-----------------------------------	--	---

Amount for Other Costs:	Source of Funds for Other Costs (Amount)	Status of Funds for Other Costs
-------------------------	--	---------------------------------

### **3. Local Government Authority**

Check any/all boxes that apply below:

Applicant has not yet contacted local government regarding plans to apply for Georgia Tourism Development Program tax credits.

Applicant has notified the applicable local government, either verbally or in writing, about its plans to apply for Georgia Tourism Development Program tax credits.

Applicable local government has conducted public hearing to obtain comments on applicant's intent to apply for Georgia Tourism Development tax credits.

Applicable local government has issued a resolution approving the applicant's plans to apply for Georgia tourism Development Act tax credits.

#### **4. Timetable and Stages**

Indicate your project timetable, including actual or estimated dates for the following project elements: 1) acquisition of necessary land and real estate; 2) physical completion of planned construction; 3) execution of public hearing and approval by resolution of local governing authority; 4) submission of formal application for Georgia Tourism Development Program tax credits; and, 5) anticipated date when new or expanded facilities will be open to the public for operation.

#### **5. Economic Impact**

The purpose of the Georgia Tourism Development Act is to preserve and create jobs, and to preserve and create tax revenues for the support of public services. Other factors of consideration are how much the project may compete directly with other tourism developments in the state, whether or not it could adversely impact existing employment, and what percentage of visitors will likely be attracted from out-of-state.

Therefore, please indicate the following:

The number of days per year that the facility will be open for operation to the general public:

The total number of visitors that the facility is expected to attract per year:

The percent of total visitors that are anticipated to be from out-of-state:

The total number of full-time equivalent jobs that the facility is expected to employ upon completion of the project

The total number of full-time equivalent jobs that the facility is expected to employ two years after completion of the project:

The total number of full-time equivalent jobs that the facility is expected to employ five years after completion of the project

Please answer the following questions:

Are there other tourism attractions in the State with which this project will compete?

YES      NO

If yes, state the names of the facility(ies), and the extent of the anticipated competition (light, moderate, significant).

How is this facility expected to increase state and local sales tax revenues sufficiently to offset the refund to be pursued?

Will this project have an adverse impact on employment in the state, and if so, how and to what extent (light, moderate, significant)?

**Open Records Statute:**

Georgia Law requires that “All public records of an agency as defined in subsection (a) of this Code section, except those which by order of a court of this state or by law are prohibited or specifically exempted from being open to inspection by the general public, shall be open for a personal inspection by any citizen of this state at a reasonable time and place; and those in charge of such records shall not refuse this privilege to any citizen” (O.C.G.A. § 50-18-70(b)). This means that past and current records on the use of Georgia Tourism Development Act are required to be open for public inspection.

However, certain proprietary information which is required by DCA to be included in an economic development application and must be supplied by a business or developer in order to receive certification and which constitutes a “trade secret” (O.C.G.A. § 10-1-740 et seq.; 16-8-13(a)(4)) is exempt from disclosure under O.C.G.A. section 50-18-70.

**I have read the above information pertaining to the Georgia Open Records Statute and understand that some/all of the information contained in this pre-application may be subject to public inspection.**

YES      NO

**PLEASE PRINT THIS PAGE, SIGN AND RETURN TO:**

**GEORGIA TOURISM PRODUCT DEVELOPMENT ACT PROGRAM**

**Georgia Department of Community Affairs**

**60 Executive Park South, NE**

**Atlanta, GA 30329**

Certification:

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge and belief, the information contained in this pre application package is true and correct. I understand that a preliminary assessment letter from DCA does not constitute a formal application for Tourism Development Act benefits, or project approval, and that final approval for Tourism Development tax rebates will require the submission and review of a complete formal application as well as written approval by the Commissioners of the Department of Community Affairs and Department of Economic Development. In addition, as required by law, a formal Agreement with DCA must be executed in order to obtain Tourism Development Act incentives.



**3/3/2025**

Signature of Authorized Applicant Representative

Date Signed

Signature of Sponsoring Local Government Authorized Representative

Date Signed

# PUBLIC NOTICE

In accordance with the Georgia Tourism Development Act, O.C.G.A. § 48-2-270 et seq., public notice is hereby given that the governing body of the City of Gainesville will hold a public hearing regarding the Application of Capstone Development Group, LLC to the Georgia Department of Community Affairs for state sales tax rebates relating to the tourism attraction project known as Lake Lanier Resort ("Project"), which Project is located on the following real property:

All that tract or parcel of land lying and being in Land Lot 20 of the 8th District of Hall County, Georgia and being more particularly described as follows:

Beginning at an iron pin at the intersection of the north right-of-way of Lost River Drive (50'r/w) with the east right-of-way of Ivey Road, thence N 03°15'52" W along the right-of-way of Ivey Road, a distance of 17.05' to a point; THENCE continuing along said right-of-way with a curve turning to the left with an arc length of 316.55', with a radius of 388.32', with a chord bearing of N 26°37'03" W, with a chord length of 307.86', to a point; THENCE continuing along said right-of-way N 49°58'15" W a distance of 274.65' to a point; THENCE continuing along said right-of-way with a curve turning to the right with an arc length of 216.47', with a radius of 345.76', with a chord bearing of N 32°02'26" W, with a chord length of 212.95', to a point; THENCE continuing along said right-of-way N 14°06'33" W a distance of 29.87' to a point on a cul-de-sac; THENCE continuing along said right-of-way with a curve turning to the left with an arc length of 162.64', with a radius of 50.00', with a chord bearing of N 47°17'48" W, with a chord length of 99.85', to an iron pin; THENCE leaving said right-of-way N 03°56'09" W a distance of 136.44' to an iron pin; THENCE N 89°51'39" E a distance of 27.94' to an iron pin; THENCE N 03°56'09" W a distance of 230.15' to a point in a ditch on the common boundary with the U.S. Corps of Engineers property for Lake Lanier; THENCE along the U.S. Corps of Engineers property, N 61°18'44" E a distance of 565.37' to an angle iron found; THENCE along the U.S. Corps of Engineers property, S 29°19'12" E a distance of 199.97' to an angle iron found; THENCE along the U.S. Corps of Engineers property, N 61°23'42" E a distance of 450.14' to an angle iron found;

THENCE along the U.S. Corps of Engineers property, S 40°43'31" E a distance of 920.29' to an angle iron found; THENCE along the U.S. Corps of Engineers property, S 61°20'29" W a distance of 188.47' to an angle iron found; THENCE along the U.S. Corps of Engineers property, S 29°08'08" E a distance of 381.81' to a ½" open top pipe; THENCE leaving the U.S. Corps of Engineers, S 57°48'53" W a distance of 1138.02' to an iron pin on the east right-of-way of Ivey Road (50'R/W); THENCE along said right-of-way, N 27°24'49" W a distance of 142.07' to a point; THENCE along said right-of-way, with a curve turning to the right with an arc length of 133.42', with a radius of 357.51', with a chord bearing of N 16°43'18" W, with a chord length of 132.65', to an iron pin at the intersection of the south right-of-way of Lost River Drive and the east right-of-way of Ivey Road; THENCE across the right-of-way of Lost River Drive, N 03°44'25" W a distance of 50.00' to an iron pin on the north right-of-way of Lost River Drive which is the point of beginning.

Said parcel of land being a portion of the property shown on plat book 147, page 206 & 207, including lots 1 through 22 of block A of Lost River Cove Subdivision and including the right-of-way of Lost River Drive and Lost River Lane. Said parcel containing 38.531 acres and being shown on a survey by Moreland Altobelli and Associates, LLC dated 12-21-1990, less the property shown on a plat for Glenn H. Collis by Moreland Altobelli, dated 9-23-1998. Said surveys are incorporated herein by specific reference.

The purpose of the hearing is to obtain public comments from any interested party or citizen on the application related to the Project. The hearing will be held on Tuesday, May 5, 2026, at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway, Gainesville, Georgia 30501.