



Work Session Agenda
Thursday, April 30, 2026, 9:00 AM
Administration Building, Station Room (1st Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

BUDGET PRESENTATIONS:

- Keep Hall Beautiful Shanda Sexton

DEPARTMENT ISSUES:

Public Works

- Resolution: FY2026 Local Road Assistance (LRA) Administration Grant Corey Jones

Community & Economic Development

- Resolution: Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Alvin Gibson Jessica Tullar

CITY MANAGER ISSUES:

- Resolution: Application Deadline for Midtown TAD Bryan Lackey
- Resolution: Property Acquisition from Outer Banks, LLC Bryan Lackey

MAYOR/COUNCIL ISSUES:

- Ex-Officio Report(s)
- Appointment: Gainesville-Hall County Development Authority Zack Thompson

CITY ATTORNEY ISSUES:

- Resolution: Capstone Property Group, LLC Application Under the Georgia Tourism Development Act Abb Hayes

CITY CLERK ISSUES:

EXECUTIVE SESSION:

COUNCIL TOUR: (Riverside Water Treatment Plant, 2120 Riverside Drive)

- Facility Tour / Presentations

ADJOURNMENT:

Final: Tuesday, April 28, 2026 10:35 AM



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: March 13, 2026
Date Submitted: March 13, 2026
Final Approval Date: April 29, 2026
Presenter: Shanda Sexton
Item of Business: Keep Hall Beautiful
Meeting Date: April 30, 2026

Purpose of Request:

To present the Keep Hall Beautiful Agency FY2027 Budget Presentation. The City of Gainesville contracts with various agencies to provide additional services not provided by the City.

Facts & Issues / History & Background:

Historically, the City of Gainesville has contracted with Keep Hall Beautiful for beautification services on right-of-ways. Historically, the annual agreement with Keep Hall Beautiful was \$20,000 for FY2025, and \$32,000 for FY2026. The FY2027 request is for \$35,000.

Department Recommendation:

A continued agreement with Keep Hall Beautiful is requested by the Agency.

Department Director:

Jeremy Perry

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

Funding will be considered as the City's FY2027 budget is developed.

Administrative Comments:

Attachments:

1. FY2027 KHB Funding Request on Letterhead
2. FY2027 KHB Goals Updates and Comparisons
3. FY2027 KHB Proposed Budget



FY-2027 City of Gainesville Funding Request and Budget Proposal

*It is Keep Hall Beautiful's mission to educate and inspire the citizens, businesses, and organizations within the Hall County community to take action, get involved, and fight for a **GREENER**, cleaner future – because it's ALL for HALL.*

Organization Description: Keep Hall Beautiful is a 501c3 and serves as the local certified affiliate of the national Keep America Beautiful System, as well as the state Keep Georgia Beautiful Foundation. KHB is dedicated to educating citizens about environmental stewardship and traditional and non-traditional recycling opportunities, as well as developing and fostering collaborative relationships with local and surrounding area organizations who support similar goals and missions. Through KHB's events and programs, Hall County citizens have a variety of volunteer opportunities to get involved; from community clean-ups to beautification efforts and special events, as well as recycling drives and tree plantings, KHB offers an event or program that is perfect for every Hall County citizen.

1. Keep Hall Beautiful is requesting \$35,000 from the City of Gainesville, an increase of \$3,000 from the current \$32,000 that was approved for FY-26.
2. Please see attached FY2027 Budget Proposal and Comparison.
3. Please see attached FY2026 Financial Statement and Balance Sheet.
4. This year Keep Hall Beautiful again had several great accomplishments. Keep Hall Beautiful was again the recipient of two very prestigious awards within our local and national affiliations. Keep Hall Beautiful, for the 8th consecutive year, received the Keep Georgia Beautiful Governor's Circle Award as well as the Keep America Beautiful President's Circle Award! To achieve these prestigious awards KHB facilitated, as well as participated, in a wide variety of programs, activities, and events throughout the year, including but not limited to the following:

ANNUAL PROGRAMS & EVENTS:

- ❖ America Recycles Day – (Keep America Beautiful Program)
- ❖ Earth Day Events – Virtual Community Event, UNG Earth Day Event, Lanier Tech Earth Day Event
- ❖ Electronic Waste Recycle Events – (partnership with ThinkTLS, a local E-Waste Recycling Co.)
- ❖ Greatest American Cleanup – (Keep America Beautiful Program)
- ❖ Help The Hooch In Hall – (Team Up-2-Clean Up Event with Chattahoochee Riverkeeper)

- ❖ Rivers Alive – (partnered with local community group)
- ❖ Shore Sweep – (partnership with Lake Lanier Association)
- ❖ Sweep the Hooch – (partnership with Chattahoochee Riverkeepers)
- ❖ National Planting Day – (Keep American Beautiful Program)
- ❖ Arbor Day - (partnership with the Greater Hall Chamber of Commerce)
- ❖ Bring One for the Chipper – (Collaboration with Hall County and City of Gainesville)
- ❖ Community Partnered Monthly Cleanup Events (CRK, Lanier Federal Credit Union, Cargill, etc.)
- ❖ Homeschool Environmental/Beautification Workshops (partnered with homeschool organization)
- ❖ Tire Amnesty Week – (Collaboration with Hall County)

ONGOING PROGRAMS & EVENTS:

- ❖ Yearly Community Index Reporting
- ❖ Monthly Community Event Clean-ups
- ❖ Daily Community Service Program – (In conjunction with Hall County Court Systems)

Keep Hall Beautiful also participates in several educational and community outreach projects, including but not limited to:

- ❖ **Presentations to Local Education and Civic Organizations** – i.e. Rotary Club, Riverside Military Academy, Lakeview Academy, 3C Tutoring, Mt. Vernon Elementary School, etc.
- ❖ **Expos and Fairs** – i.e. UNG Volunteer Fair, UNG Earth Day Event, Chamber Chase, Chamber Networking Meetings, Water Fest, GHCC Job Fair, etc.
- ❖ **Active Presence on Local Committees, Boards, and Programs with Local Organizations** – i.e., Lanier Federal Credit Union Board Secretary, Leadership Hall County PAC Team Member, Chamber of Commerce Beautification Committee, etc.

Keep Hall Beautiful is dedicated to continued internal growth and development therefore participates in numerous professional development opportunities, including but not limited to:

- Annual KGB State Conferences
- Annual KAB National Conferences
- Annual Georgia Recycling Coalition Conference
- Webinars and Conference Calls – (KAB, KGB and GRC)
- Greater Hall Chamber of Commerce Leadership Hall County
- Local community information sessions and roundtables (Code Enforcement, Storm Water, Community Gardens, Chamber Meetings/After-hours & before-hours Events, etc.)

Through our various activities, programs, and events Keep Hall Beautiful has been able to fulfill the following:

Clean-Ups and Volunteer Services in a 12 Month Cycle - (January – December 2025)

- Utilized **5,277 hrs.** of Adult Volunteer/Community Service - (Community Value of **\$172,927.29**)
 - **1,759 hrs.** within Gainesville City Limits – (Community Value of **\$57,642.43**)
- Collected **7,631 lbs.** of recyclable materials off the roadsides and shorelines within Hall County
 - **2,430 lbs.** were within Gainesville City Limits
- Collected **113,625 lbs.** of litter and waste off the roadsides and shorelines within Hall County
 - **37,875 lbs.** were within Gainesville City Limits
- Collect **21 tires** off the roadsides and shorelines
- **548 Miles** Cleaned Within Hall County
 - **277 miles** cleaned within Gainesville City Limits
- **4 Illegal Dumpsites** cleared within Gainesville City Limits
- **5 Code Enforcement Request Completed** for City of Gainesville Code Enforcement Division
- Event projects and programs within City of Gainesville
 - Square, Midtown, & Downtown Litter Pickup - **17x's**
 - Square Planting and/or Beautification – **1x**
 - Arbor Day Program at Elachee Nature Science Center
 - Help the Hooch in Hall, held at Lanier Point Park – **1,780 lbs.**
 - Shore Sweep, held at Laurel Park – **10,420 lbs.**
 - Sweep the Hooch, held at Holly Park – **1,019 lbs.**
- Educated thousands of residents regarding environmental stewardship through events promoting topics such as litter prevention, beautification, illegal dumping, recycling benefits and opportunities, water and energy conservation, composting, value of maintaining tree canopy, and more.

Keep Hall Beautiful continues to grow through its projects and programs. With the assistance of KHB's Governing Board Members, we have been able to accomplish many of the objectives set forth as Keep Hall Beautiful's organizational goals and internal aspirations. We now have a much larger participation and support network allowing us the opportunity to grow our programs and services and better utilize our resources.

5. Keep Hall Beautiful is dedicated to continued educational opportunities, sponsor and partnered programs and events, as well as the continuation of our community/volunteer services and programs. The goals for this year's budget were based on the continuing trend of growth in our community, continued necessity for community involvement and outreach, and continue educating what our organization has to offer to our community.

****Please see attached Goals and Objectives FY2026 and FY2027 page comparison****

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6. Keep Hall Beautiful faces the same budgeting challenges as most local nonprofits. Therefore, proactive measures have been taken to prioritize and maximize the services currently being offered. We manage a three-budget system which allows us to ensure we are operationally sound and can grow our programs and services through our fundraising efforts. We consistently strive to be good stewards of our financial resources and provide a higher rate of return from our contributions. Currently, we are not financially relying on our reserves to balance our budget.

 7. Keep Hall Beautiful has taken extensive measures to ensure all goals, objectives, tasks, and efforts are in direct alignment with our mission to “*educate and inspire the citizens, businesses, and organizations within the Hall County community to take action, get involved, and fight for a **GREENER**, cleaner future – because it’s ALL for HALL.*” We use any, and all opportunities to continue the growth of support and awareness around the importance of good environmental stewardship. We are continuously growing our programs, services, and resources and with continued support along with funding from the City of Gainesville we are able to continue our mission and attain support and awareness from our efforts of doing and teaching environmental stewardship to our community members.

Thank you very much for your time and consideration!

*Keep Hall Beautiful genuinely appreciates the support the City of Gainesville has shown us throughout the years.
We are proud to be a part of and serve such a beautiful and vibrant community.*

Keep Hall Beautiful

FY2026 & FY2027

Goals, Updates, and Comparison

Goals	2026	2026	2027
Expand Community Visibility	Objectives	Objective Status	Objectives
	1. Social media is a must for community visibility. Our goal is to work & promote our social media avenues harder this fiscal year.	1. Implemented a new system for social media auto posting. This is a continued work in progress that will go into FY-27.	1. As in prior years, social media is a must for community visibility. Our goal is to work & promote our social media avenues heavier.
	2. Connect & continue partnerships with local businesses & organizations in our efforts to promote KHB's educational opportunities.	2. Gained new connections and partnerships with local organizations to assist in our educational efforts. Will continue in FY-27.	2. Connect & continue partnerships with local businesses & organizations in our efforts to promote KHB's educational opportunities.
	3. Promote our membership & sponsorship program to gain more community support & involvement thru networking opportunities and community outreach.	3. We connected with a few new corporate, business, & individual sponsors, as well as new volunteers through networking and community events.	3. Promote new membership & sponsorship program to gain more community support & involvement thru networking opportunities and community outreach.
Expand Community Service and Litter Reduction Program	Objectives	Objective Status	Objectives
	1. Continue to improve our community service program by working with local organizations who want to volunteer.	1. Partnered with new organizations for community cleanups who were looking to volunteer.	1. Continue to improve our community service program by working with more organizations who want to volunteer.
	2. Continue to expand and grow our "Keep Your Butts Off Our Roads", "Talkin' Trash" & "Team Up 2 Clean Up" campaigns.	2. We made great stride on Team Up 2 Cleanup campaign. We plan to continue working in FY25 toward our goal for all campaigns.	2. Continue to expand and grow our "Keep Your Butts Off Our Roads", "Talkin' Trash" & "Team Up 2 Clean Up" campaigns.
	3. Continue pursuing a plan for an app for citizens to reporting litter & illegal dumpsites.	3. Haven't found a properly working app to fit our needs at this time. New litter report form on website was implemented.	3. Continue pursuing a working app for iOS and Android for citizens to report litter and illegal dumpsites.
	4. Continue to market membership and sponsorship program to assist in growing community awareness, involvement, and memberships.	4. Promoted membership and sponsorship program, gained new corporate sponsors as well as individual sponsorships, bringing awareness to our organization.	4. Continue to market membership and sponsorship program to assist in growing community awareness, involvement, and memberships available with KHB.

Expand Volunteer Program

Objectives	Objective Status	Objectives
1. Provide volunteer registration form on new Website.	1. Created new form for volunteer registration and implemented on website.	1. Create a spotlight -monthly recognition program.
2. Create new daily volunteer programs for college and/or continuing education students.	2. Have a daily WBL student that is handling social media & marketing materials.	2. Continue daily volunteer programs for WBL, college and/or continuing education students.
3. Grow partnership with UNG's Environmental Program.	3. Attended UNG Earth Day event, gained partnership with Elachee.	3. Grow partnership with UNG's Environmental Program, Gainesville City Schools, & Hall County Schools.
4. Work toward creating new partnerships with local non-profits with a similar mission to KHB's.	4. Partnered with Cargill, Good News Clinic, Leon Farmer, Chattahoochee Riverkeeper, & GHCC to find good project matches.	4. Continue to foster and obtain new partnerships that have potential to increase volunteer involvement.

Grow Programs & Services

Objectives	Objective Status	Objectives
1. Develop educational program to teach about recycling, beautification, and other environmental projects.	1. We are continually restructuring this area to make it easily available to everyone.	1. Continue tweaking educational programs about recycling, beautification, and other environmental projects.
2. Explore becoming a Legacy Link worksite to supplement staff and work with UNG for internships.	2. We have gained numerous event volunteers from UNG. Plan to continue growth in this area.	2. Explore options for internships for a Sponsorship Coordinator & a Social Media assistant.
3. Implementing a new fundraiser to grow our educational program as well as our community cleanup events. Greens for a GREEN Community Golf Tournament.	3. Still working on a good fit as not to interfere with other community fundraisers/events.	3. Implementing several new programs & fundraisers to assist in providing financial support, also providing the community new programs & services.
4. Implement a community member & volunteer social for all citizen's and sponsors involved in our program.	4. Hosted first member & volunteer social. Was a great evening event showing our appreciation to our supporters.	4. Grow member & volunteer social for all citizen's and sponsors involved in KHB's program.

Keep Hall Beautiful FY-26 Year-End Actuals compared to FY-27 Proposed Budget

INCOME									
OPERATING INCOME		JULY 1, 2025 - JUNE 30, 2026				JULY 1, 2026 - JUNE 30, 2027			
	4000 · Government Contributions	FY26 BUDGET APPROVED	FY26 PROJECTED ACTUAL	DIFFERENCE	% OF BUDGET	FY27 BUDGET PROPOSED	FY27 APPROVED	DIFFERENCE	% OF BUDGET
	4010 · Hall County	\$ 129,063.00	\$ 129,063.00	\$ -		\$ 129,063.00	\$ -	\$ (129,063.00)	
	4011 · City of Gainesville	\$ 32,000.00	\$ 32,000.00	\$ -		\$ 35,000.00	\$ -	\$ (35,000.00)	
	4012 · City of Oakwood	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	\$ -	\$ (5,000.00)	
	4013 · City of Flowery Branch	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	\$ -	\$ (5,000.00)	
	Total 4000 · Government Contributions	\$ 171,063.00	\$ 171,063.00	\$ -	100.00%	\$ 174,063.00	\$ -	\$ (174,063.00)	0.00%
	4100 · Direct Public Support								
	4110 · Corporate/Business Contributions	\$ 15,000.00	\$ 250.00	\$ (14,750.00)		\$ 15,000.00	\$ -	\$ (15,000.00)	
	4111 · Individual/Community Contributions	\$ 1,500.00	\$ 400.00	\$ (1,100.00)		\$ 1,500.00	\$ -	\$ (1,500.00)	
	4300 · Fundraiser and/or Grants	\$ 3,500.00	\$ 6,000.00	\$ 2,500.00		\$ 3,500.00	\$ -	\$ (3,500.00)	
	Total 4100 · Direct Public Support	\$ 20,000.00	\$ 6,650.00	\$ (13,350.00)	33.25%	\$ 20,000.00	\$ -	\$ (20,000.00)	0.00%
	4200 · Other Income								
	4210 · Board Dues	\$ 1,050.00	\$ 750.00	\$ (300.00)		\$ 1,050.00	\$ -	\$ (1,050.00)	
	4211 · Recycling ~ Scrap Metal	\$ 40.00	\$ 15.00	\$ (25.00)		\$ 40.00	\$ -	\$ (40.00)	
	4212 · Peach State CashCard/Refunds	\$ 60.00	\$ 58.00	\$ (2.00)		\$ 60.00	\$ -	\$ (60.00)	
	Sale of KHB Truck	\$ -	\$ 4,000.00	\$ 4,000.00		\$ -	\$ -	\$ -	
	Total 4200 · Other Income	\$ 1,150.00	\$ 4,823.00	\$ 3,673.00	419.39%	\$ 1,150.00	\$ -	\$ (1,150.00)	0.00%
	TOTAL · OPERATING INCOME	\$ 192,213.00	\$ 182,536.00	\$ (9,677.00)	94.97%	\$ 195,213.00	\$ -	\$ (195,213.00)	0.00%
	OPERATING & ADMIN EXPENSES								
	5000 · PAYROLL								
	5010 · Wages Gross	\$ 93,750.00	\$ 87,458.00	\$ 6,292.00		\$ 99,750.00	\$ -	\$ 99,750.00	
	5011 · Employee(s) Bonus	\$ 7,000.00	\$ 6,158.00	\$ 842.00		\$ 7,500.00	\$ -	\$ 7,500.00	
	5030 · Payroll Taxes	\$ 8,500.00	\$ 7,275.00	\$ 1,225.00		\$ 9,000.00	\$ -	\$ 9,000.00	
	5040 · Workers Comp & WC Insurance	\$ 9,000.00	\$ 8,725.00	\$ 275.00		\$ 9,500.00	\$ -	\$ 9,500.00	
	5050 · Payroll Processing Fee	\$ 365.00	\$ 320.00	\$ 45.00		\$ 565.00	\$ -	\$ 565.00	
	Total 5000 · PAYROLL	\$ 118,615.00	\$ 109,936.00	\$ 8,679.00	92.68%	\$ 126,315.00	\$ -	\$ 126,315.00	0.00%
	5100 · BUSINESS EXPENSES								
	5110 · Financial								
	5111 · Bank Fees	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
	Total 5110 · Financial	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
	5120 · Professional Services								
	5121 · Accounting/Consulting	\$ 8,000.00	\$ 7,550.00	\$ 450.00		\$ 8,000.00	\$ -	\$ 8,000.00	
	5122 · Professional Services - Other	\$ 7,500.00	\$ 6,250.00	\$ 1,250.00		\$ 7,000.00	\$ -	\$ 7,000.00	
	Total 5120 · Professional Services	\$ 15,500.00	\$ 13,800.00	\$ 1,700.00	89.03%	\$ 15,000.00	\$ -	\$ 15,000.00	0.00%
	5130 · Dues ~ Memberships ~ Fees								
	5131 · Dues & Memberships - Affiliations	\$ 1,500.00	\$ 1,375.00	\$ 125.00		\$ 2,000.00	\$ -	\$ 2,000.00	
	Total 5130 · Dues ~ Memberships ~ Fees	\$ 1,500.00	\$ 1,375.00	\$ 125.00	91.67%	\$ 2,000.00	\$ -	\$ 2,000.00	0.00%
	5140 · Misc. Expenses - Business								
	5141 · Liability Insurance	\$ 1,900.00	\$ 1,720.00	\$ 180.00		\$ 2,100.00	\$ -	\$ 2,100.00	
	5142 · Donations (Arbor Day)	\$ 250.00	\$ 250.00	\$ -		\$ 250.00	\$ -	\$ 250.00	
	Total 42040 · Misc. Expenses - Business	\$ 2,150.00	\$ 1,970.00	\$ 180.00	91.63%	\$ 2,350.00	\$ -	\$ 2,350.00	0.00%
	Total 5100 · BUSINESS EXPENSES	\$ 19,150.00	\$ 17,145.00	\$ 2,005.00	89.53%	\$ 19,350.00	\$ -	\$ 19,350.00	0.00%

Keep Hall Beautiful FY-26 Year-End Actuals compared to FY-27 Proposed Budget

EXPENSES (Con't)									
5200 · OFFICE EXPENSES									
5210 · Office Space									
	5211 · Rent	\$ 1,800.00	\$ 1,800.00	\$ -		\$ 1,800.00	\$ -	\$ 1,800.00	
	5212 · Repairs and Maintenance (New Office)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
	5213 · Utilities	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
	Total 5210 · Office Space	\$ 1,800.00	\$ 1,800.00	\$ -	100.00%	\$ 1,800.00	\$ -	\$ 1,800.00	0.00%
5220 · Telephone~Telecommunications									
	5222 · Telephone (Office & Cell Lines)	\$ 6,000.00	\$ 5,600.00	\$ 400.00		\$ 6,250.00	\$ -	\$ 6,250.00	
	5223 · Internet & TV	\$ 2,000.00	\$ 1,780.00	\$ 220.00		\$ 2,200.00	\$ -	\$ 2,200.00	
	5224 · Telephone - Repair & Upgrade	\$ 1,000.00	\$ 628.00	\$ 372.00		\$ 250.00	\$ -	\$ 250.00	
	Total 5220 · Telephone~Telecommunications	\$ 9,000.00	\$ 8,008.00	\$ 992.00	88.98%	\$ 8,700.00	\$ -	\$ 8,700.00	0.00%
5230 · Computers & Office Equipment									
	5231 · Computer/Website - Cost & Services	\$ 2,650.00	\$ 2,493.00	\$ 157.00		\$ 2,850.00	\$ -	\$ 2,850.00	
	5232 · Copier/Printer/Scanner	\$ 2,000.00	\$ 1,960.00	\$ 40.00		\$ 2,000.00	\$ -	\$ 2,000.00	
	Total 5230 · Computers & Office Equipment	\$ 4,650.00	\$ 4,453.00	\$ 197.00	95.76%	\$ 4,850.00	\$ -	\$ 4,850.00	0.00%
5240 · Printing									
	5241 · Printing, General Advertising (Times)	\$ 2,000.00	\$ 1,805.00	\$ 195.00		\$ 1,500.00	\$ -	\$ 1,500.00	
	Total 5240 · Printing	\$ 2,000.00	\$ 1,805.00	\$ 195.00	90.25%	\$ 1,500.00	\$ -	\$ 1,500.00	0.00%
5250 · Office Provisions									
	5251 · Supplies - General (Pens, Etc.)	\$ 2,500.00	\$ 1,782.00	\$ 718.00		\$ 2,000.00	\$ -	\$ 2,000.00	
	5252 · Postage ~ Shipping ~ Box Rental	\$ 500.00	\$ 460.00	\$ 40.00		\$ 700.00	\$ -	\$ 700.00	
	5253 · Business Licensing/Registratoiin	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
	Total 5250 · Office Provisions	\$ 3,000.00	\$ 2,242.00	\$ 758.00	74.73%	\$ 2,700.00	\$ -	\$ 2,700.00	0.00%
	Total 5200 · OFFICE EXPENSES	\$ 20,450.00	\$ 18,308.00	\$ 2,142.00	89.53%	\$ 19,550.00	\$ -	\$ 19,550.00	0.00%
5300 · STAFF EXPENSES									
5310 · Auto Expense									
	5312 · Fuel	\$ 2,500.00	\$ 1,775.00	\$ 725.00		\$ 1,500.00	\$ -	\$ 1,500.00	
	5313 · Auto Insurance	\$ 4,500.00	\$ 3,750.00	\$ 750.00		\$ -	\$ -	\$ -	
	5314 · Auto - Tags/Registration/Tires	\$ 2,000.00	\$ 1,090.00	\$ 910.00		\$ 1,500.00	\$ -	\$ 1,500.00	
	Total 5310 · Auto Expense	\$ 9,000.00	\$ 6,615.00	\$ 2,385.00	73.50%	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%
5320 · Training & Development									
	5321 · Meetings~Conferences~Seminars	\$ 2,000.00	\$ 1,886.00	\$ 114.00		\$ 2,000.00	\$ -	\$ 2,000.00	
	5322 · Travel Expenses	\$ 2,500.00	\$ 2,353.00	\$ 147.00		\$ 2,500.00	\$ -	\$ 2,500.00	
	Total 5320 · Training & Development	\$ 4,500.00	\$ 4,239.00	\$ 261.00	94.20%	\$ 4,500.00	\$ -	\$ 4,500.00	0.00%
5330 · Staff Expenses ~ Other									
	5331 · Meals & Meetings - Staff/Sponsors	\$ 250.00	\$ 195.00	\$ 55.00		\$ 250.00	\$ -	\$ 250.00	
	Total 5330 · Staff Expenses ~ Other	\$ 250.00	\$ 195.00	\$ 55.00	78.00%	\$ 250.00	\$ -	\$ 250.00	0.00%
	Total 5300 · STAFF EXPENSES	\$ 13,750.00	\$ 11,049.00	\$ 2,701.00	80.36%	\$ 7,750.00	\$ -	\$ 7,750.00	0.00%

Keep Hall Beautiful FY-26 Year-End Actuals compared to FY-27 Proposed Budget

[illegible]



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: April 15, 2026
Date Submitted: April 17, 2026
Final Approval Date: April 29, 2026
Presenter: Corey Jones, Senior Civil Engineer
Item of Business: Resolution: FY2026 Local Road Assistance (LRA) Administration Grant
Meeting Date: April 30, 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:

Administrative Comments:

Attachments:

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

RESOLUTION GR-2026 - ____

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 _____, 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

April 17, 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, Zack Thompson (Name), the Mayor (Title), on behalf of City of Gainesville (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46267

E-Verify Number

____ (Signature)

Sworn to and subscribed before me,

Zack Thompson (Print)

This ____ day of _____, 20____.

Mayor / Commission Chairperson

In the presence of:

____ (Date)

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

Bryan Lackey

Printed Name of Authorized Officer or Agent

City Manager

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	85	N 	
2025	LRA	100	N 	
2025	LMIG	100	N 	
2024	LRA	100	N 	
2024	LMIG	100	Y 	
2023	LMIG	100	Y 	
2022	LMIG	100	Y 	
			N 	

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

Work Session Agenda Request

Item Created: April 23, 2026

Date Submitted:

Final Approval Date:

Presenter:

Item of Business: Community & Economic Development

Meeting Date: April 30, 2026

Purpose of Request:

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 30, 2025

Date Submitted: April 21, 2026

Final Approval Date: April 29, 2026

Presenter: Jessica Tullar, Neighborhood Development Manager

Item of Business: Resolution: Establishing Just Compensation for the CDBG Program and Authorizing Property Acquisition from Alvin Gibson

Meeting Date: April 30, 2026

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:

Rusty Ligon

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

Administrative Comments:

Attachments:

1. Resolution 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-

**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

PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER	JUST COMPENSATION
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 _____, 2026.

Zack Thompson, Mayor

RESOLUTION BR-2026-

**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:

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 (2nd) 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 1/100th 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:

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:

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

Work Session Agenda Request

Item Created: April 22, 2026
Date Submitted: April 22, 2026
Final Approval Date: April 29, 2026
Presenter: Bryan Lackey, City Manager
Item of Business: Resolution: Application Deadline for Midtown TAD
Meeting Date: April 30, 2026

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

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Application Deadline for Midtown TAD Funding

RESOLUTION BR-2026 - ____

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.

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

Work Session Agenda Request

Item Created: April 24, 2026
Date Submitted: April 27, 2026
Final Approval Date: April 29, 2026
Presenter: Bryan Lackey, City Manager
Item of Business: Resolution: Property Acquisition from Outer Banks, LLC
Meeting Date: April 30, 2026

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

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

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-___

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.

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

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 (2nd) 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 1/100th 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.

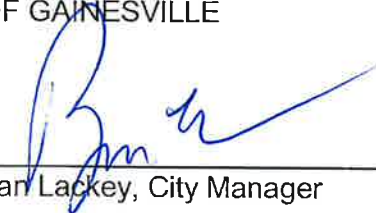
1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control:

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

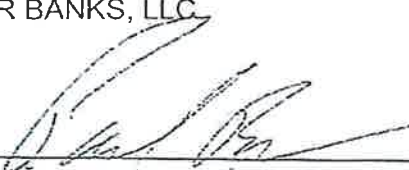
CITY SEAL

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 DIZIO
 STEWART, MELVIN & FROST, LLP
 200 MAIN STREET
 SIXTH FLOOR HUNT TOWER
 GAINESVILLE, GA 30501

QUIT CLAIM DEED

THIS INDENTURE is made this 25th 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.

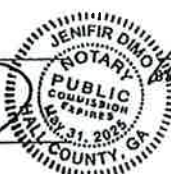
EXECUTED under seal as of the date above.

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 (SEAL)
 PAUL G. BROWN, Manager/Member

SNIF FILE #84979

EXHIBIT "A"

MOUNTAIN VALLEY COMMUNITY I
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:
JENIFER 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:

Royanne 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 10th 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:

Bryan Lackey, City Manager

Attest:

Alisa Grayson, City Clerk

Approved as to form:

Abbott Swift Hayes, Jr., City Attorney

SELLER:

Outer Banks, LLC, a Georgia limited liability company

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 11th 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:  (SEAL)
Abbott Swift Hayes, Jr., City Attorney

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

(SEAL)
Paul Brown, Manager/Member





CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: April 24, 2026
Date Submitted: April 24, 2026
Final Approval Date: April 29, 2026
Presenter: Zack Thompson
Item of Business: Appointment: Gainesville-Hall County Development Authority
Meeting Date: April 30, 2026

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 consider the nomination as submitted by the Mayor.

Department Director:

Zack Thompson

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. G-HDA Members Local Appointments: List_04282026111543
2. GHCDCA 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

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

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

Created: 4/28/2026 ds



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

"FROM ISLANDS TO HIGHLANDS...

WE'VE GOT IT ALL!"



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: April 24, 2026
Date Submitted: April 27, 2026
Final Approval Date: April 29, 2026
Presenter: Abb Hayes, City Attorney
Item of Business: Resolution: Capstone Property Group, LLC Application Under the Georgia Tourism Development Act
Meeting Date: April 30, 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. Resolution: 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

CLARK 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 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
seal of this Court
admonishing all persons
asserting claims for any and
all losses, damages, injuries
or destruction allegedly
resulting from or incident to
the occurrences and
happenings recited in
Plaintiffs Complaint to file
their respective claims with
the Clerk of this Court and
serve them on Todd M. Baiaid
of Bouhan Falligant LLP, as
attorneys for the Plaintiff at
the address of One West
Park Avenue (31401), Post
Office Box 2139, Savannah,
Georgia 31402-2139 no later
than June 1, 2026, or else be
defaulted.

IT IS FURTHER ORDERED that
Plaintiff is to publish this
Notice in the Gainesville
Times once a week for four

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 Janelly
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
petition in the Superior
Court of Hall County on
February 13,
2026 to change her name
from FELICIA LAVERNE
GIDDENS to FELICIA
LAVERNE ADAMS.
Any interested party has the
right to appear in this case
and file objections within
the time prescribed in
O.C.G.A. §§ 19-12-1(f)(2) and
(3).

This 16th day of March, 2026.
/s/ Jennifer McCall
JENNIFER MCCALL
GA Bar No. 561012
Attorney for Petitioner
The McCall Firm, LLC
201 Forrest Avenue
Gainesville, GA 30501
Phone (678) 696-5348
jennifer@mccallatlaw.com

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 mail:
Mmnaccarato@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**
Petitioner filed a petition in
Hall County Superior Court
on 04/07, 2026, to change
Petitioner's name CARTER
MCKENZIE MILLS to ZOEY
GRAVES. Any interested
party has the right to appear
in this case and file
objections within 30 days
after the petition was filed.

Date: 04/07/ 2026,
CARTER MCKENZIE MILLS,
Pro se
Name: CARTER MCKENZIE
MILLS
Address: 5953 BLACKBERRY
LANE
Phone: 678-982-9084
E m a i l :
5minlatecomebacks@gmail.
com
158993 4/15, 22, 29, 5/6

Public Hearings

The Buford City Commission
will hold a public hearing on
Monday, May 4, 2026 at 7:00
p.m. at Buford City Hall, 2300
Buford Highway, Buford,
Georgia 30518 to consider a
zoning modification at 5574
Lanier Islands Parkway from
zoning conditions of
#SUP-25-14 approved by City
Commission on September

8, 2025. The applicant is
Michael Costa, Contineo
Group. The zoning
modification is to modify
condition #2 to allow for
retaining walls to exceed the
maximum height of eight (8)
feet within the side and rear
yards and to modify
condition # 7 to exclude the
curb and gutter requirement
specifically along the
sidewalk at the building face.
158726 4/15, 22, 29

**Public Hearing - Text
Amendment**

A public hearing will be held
on May 21st, at 6:00 PM, at
the City of Flowery Branch
City Hall to consider
Ordinance 786 for a text
amendment to Article 9 –
Nonresidential Zoning
Districts of the City of
Flowery Branch Code of
Ordinances. Be advised that
the City Council has the
legislative discretion to
grant, deny, or modify
zoning requests. Interested
parties may contact Planning
and Community
Development at
770.967.6378.
159253 4/29

Public Hearing

A public hearing to consider
Ordinance 784 will be held
on May 21st, at 6:00 PM, at
the City of Flowery Branch
City Hall, located at 5410
Pine Street, Flowery Branch,
Georgia 30542, to consider
the Rezoning of 4651 & 4665
Hog Mountain Rd., Tax
Parcels 15046 000008 &
15046 000008B. The
rezoning request is from Hall
County AR-1 & R-1 to
Flowery Branch SF-TH.
Interested parties may
contact Planning and
Community Development
770.967.6378.
159252 4/29

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 knows 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 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.
159284 4/29

Public Sales/Auctions

Extra Space Storage, on
behalf of itself, will hold a
public auction to sell
personal property described
below belonging to those
individuals listed below at
the location indicated:
3719 Winder Hwy Flowery
Branch GA 30542, 5/07/2026
at 2:00pm
5101
Justin Adams
Household Items, furniture,
boxes
307
Robert Jones
Household Items, furniture,
boxes
603
Rick Sosevee
Household Items, boxes,
Tools, Supplies
706
Eland Mahaffey
Household Items, boxes
158540 4/22, 4/29

NOTICE OF SALE:

Notice is Hereby given that
My Storage Space intends to
sell the personal property
described below to enforce a
lien imposed on said
property pursuant to the
Georgia Self-Storage Facility
Act, Georgia Code Section
10-4-210 to 10-4-215. The
undersigned will sell at
public sale by competitive
bidding on Friday, May 22,
2026 at 10AM on the
premises where said
property is being stored and
which is located at: My
Storage Space, 5671 Wayne
Drive, Flowery Branch,
Georgia 30542, County of
Hall, State of Georgia, Phone
Number 770-967-2130. The
personal property found in
units: E3 Kayla Wynn, B7 and
B34 Jason Vantroost, E18 and
E19 Melinda Lark. All sales
are CASH ONLY and all items
must be removed from the
unit within 48 hours. All
items are sold AS IS. Sale is
subject to cancellation and
Tenant has the right to
redeem prior to sell. General
description of goods:
Household and
miscellaneous items.
159359 4/29, 5/6

Notice of Sale.

Notice is Hereby given that
Northeast Georgia Storage
Center LLC, intends to sell
the personal property
described below to enforce a
lien imposed on said
property pursuant to the
Georgia Self-Storage Facility

Act, Georgia Code Section
10-4-210 to 10-4-218. The
undersigned will sell at
public sale by competitive
bidding on Friday, May 8th,
2026 at 9:00 am on the
premises where said
property is being stored and
which is located at,
Northeast Georgia Storage
Center, 1980 Delta Drive,
Gainesville Georgia 30501,
County of Hall, State of
Georgia. 770-536-5173. The
personal property found in
units: B044 Phyllis Birt
Furniture, boxes, grill,
household items; D048
Ashley Kennerly- Totes,
bags, toy cycle; F034 Juan
Zamarripa- Boxes, totes,
ladders, furniture, household
items; K-007 Victoria Perry-
Furniture, boxes, ladder, kids
toys; K044 Cornell Hendrix
Jr.- Wheels and tires, floor
jack, furniture, boxes; M019
Ravan Collett- Kids Toys, doll
house, stuffed animals.
Purchases must be made
with cash. All items are sold
as is. Sale is subject to
cancellation and Tenant has
the right to redeem prior to
sale.

159089 4/22, 29

Probate Notices

**IN THE PROBATE COURT
OF HALL COUNTY STATE
OF GEORGIA**

INRE:

**Jaime M Cuthbert aka
Jaime M Sienkiewicz,
DECEASED**

ESTATE NO. E-25-567
**NOTICE OF PETITION TO
FILE FOR YEAR'S SUPPORT**

The petition of Miguel
Sienkiewicz, for a year's
support from the estate of
Jaime M Cuthbert aka Jaime
M Sienkiewicz, deceased, for
decedent's surviving spouse,
having been duly filed, all
interested persons are
hereby notified to show
cause, if any they have, on or
before 10:00 am June 1,
2026 why said petition
should not be granted.

All objections to the
petition must be in writing,
setting forth the grounds
of any such objections, and
must be filed on or before
the time stated in the
preceding sentence. All
objections should be sworn
to before a notary public or
before a probate court clerk,
and filing fees must be
tendered with your
objections, unless you
qualify to file as an indigent
party. Contact probate
court personnel for the
required amount of filing
fees. If any objections are
filed, a hearing will be
scheduled at a later date. If
no objections are filed the
petition may be granted
without a hearing.

Mark Loggins
Judge of the Probate Court
By: Riley Norris
Clerk of the Probate Court
116 Spring Street, SE
Gainesville, GA 30501
Address
770-531-6921
Telephone Number

**IN THE PROBATE COURT
OF HALL COUNTY STATE
OF GEORGIA**

**INRE: ESTATE OF
GEORGE OETINGER, III,
DECEASED**

ESTATE NO. E-26-092
**PETITION FOR LETTERS OF
ADMINISTRATION NOTICE**
[Strike the sentence in
parenthesis below if not
applicable.]

TO: WHOM IT MAY CONCERN
Liyonibah O Gonzalez has
petitioned to be appointed
administrator of the estate
of George Oetinger, ill
deceased of said county.
(The petitioner has also
applied for waiver of bond,
waiver of reports, waiver of
statements, and/or grant of
certain powers contained in
O.C.G.A. § 53-12-261.) All
interested persons are
hereby notified to show
cause why said petition
should not be granted. All
objections to the petition
must be in writing, setting
forth the grounds of any
such objections, and must
be filed with the Court on or
before 10:00 am June 1, 2026.

BE NOTIFIED FURTHER: All
objections to the petition
must be in writing, setting
forth the grounds of any
such objections. All
objections should be sworn
to before a notary public or
before a probate court clerk,
and filing fees must be
tendered with your
objections, unless you
qualify to file as an indigent
party. Contact probate
court personnel for the
required amount of filing
fees. If any objections are
filed, a hearing will be
(scheduled at a later date). If
no objections are filed, the

RESOLUTION BR-2026 - ____

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

Capstone Property Group

Address:

PO Box 724

City:

Gainesville

State:

GA

Zip Code:

30503

Contact Person:

Webb Yongue

Telephone:

(803) 718-4428

Fax:

Name of Project:

Lake Lanier Resort

Project Address:

3005 Lost River Dr

City:

Gainesville

State:

Georgia

Zip Code:

30504

County of Project:

Hall

Affected Local Government(s):

Gainesville

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.

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.

Capstone Property Group is currently planning a luxury 5-star resort to be developed on 40 acres of pristine property along the northern shores of Lake Lanier within the city limits of Gainesville, Georgia. Currently Sea Island, on the Georgia coast, is the only Forbes 5 star resort in the state. The goal of the project is to capitalize on Lake Lanier 's location near Hartsfield Jackson International Airport to attract national and international visitors to a wellness oriented resort that will be part of the Salamander Collection of luxury hotels. Lake Lanier attracts 13 million visitors annually, many of these from outside Georgia. Currently no upscale retreat resides on the shores. This resort will provide a much needed option in the northern part of Georgia to compliment Sea Island in the southern part of the state.

The resort is being designed by Cooper Carry, a nationally recognized architecture firm based in Atlanta. The resort will consist of a 177 key hotel, 7 lakeside cottages, and 14 duplex estate homes (28 units). A spa, over 15,000 square feet of meeting space, a lakeside event pavilion, a sports pavilion, walking trails, docks, and several food and beverage outlets will be part of the resort. F&B plans include a signature 5 star restaurant, a cafe, poolside restaurant, and a lakeside restaurant and bar.

The Design and construction will be completed by Georgia based firms. The General Contractor will be Ecker Construction from Buford, GA. The Civil Engineer will be Rochester and Associates from Gainesville, GA. The property will be managed by Salamander Hotels and Resorts, founded by Shelia Johnson and based in Middleburg, Virginia. Capstone Property Group is based in Gainesville, GA and will be developing the entire project.

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 | <input type="text" value="Site work"/> |

Amount for Land:	Source of Funds for Land (Amount)	Status of Funds for Land
\$4,850,000	Internally funded	Other
		Owned
Amount for Building Construction:	Source of Funds for Building Construction (Amount)	Status of Funds for Building Construction
\$70,500,000	Internal, private investors,
construction loan	Not yet committed
Amount for Furniture/Fixtures:	Source of Funds for Furniture/Fixtures (Amount)	Status of Funds for Furniture/ Fixtures
\$14,250,000	Internal, private investors,
construction loan	Not yet committed

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
\$2,500,000	Internal, private investors, construction loan	Not yet committed 
Amount for Soft Costs:	Source of Funds for Soft Costs (Amount)	Status of Funds for Soft Costs
\$12,425,048	Internal, private investors, construction loan	Not yet committed 
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
\$4,000,000	Internal, private investors, construction loan	Not yet committed 

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.

- 1) The land was purchased in October 2024
- 2) Construction is expected to be completed in the Summer of 2028
- 3) Execution of public hearing will occur in Q2 of 2025
- 4) Submission of formal application will occur in Q2 of 2025
- 5) Facility expected to open in the Summer of 2028

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:

365

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

>50,000

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

Around 40%

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

200

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

250

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

275

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).

Cloister at Sea Island (light)
Ritz Carlton at Lake Oconee (moderate)

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

The site is currently vacant land with no income generation. The planned resort will have a regional impact causing increased sales tax revenue in restaurants, shops, and, wineries across north Georgia. The multiple large meeting spaces will bring people from all across the country. The project will return significant taxes to the state and local government in an amount anticipated to be greater than \$40,000,000 over 10 years in excess of the sales tax.

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

We anticipate this project to have a positive impact on employment in the state and especially in Hall county. Hospitality jobs are great sources of income for individuals and should provide them with great disposable income and benefits such as health insurance and retirement benefits.

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.



Signature of Authorized Applicant Representative

3/3/2025

Date Signed

Signature of Sponsoring Local Government Authorized Representative

Date Signed

Submit

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.



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: April 23, 2026

Date Submitted:

Final Approval Date:

Presenter:

Item of Business: Facility Tour / Presentations

Meeting Date: April 30, 2026

Purpose of Request:

To conduct a tour of the LGM Airport site and to present the following department presentations:

- Water
- Finance
- CMO/Communications

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

Bryan Lackey

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. 4.30.2026 Water Resources-Finance-CMO Presentation



Water Resources Briefing

April 30, 2026

Operations Challenge



Flat Creek Water Reclamation Facility

- Dewatering Building \$35M
- Aeration System Improvements \$11M
- Primary Clarifies \$55M
- Headworks Improvements \$1.5



Rehab and Replace Aging Infrastructure

- Riverside Water Treatment Plant
- Clearwell Rehab & Valve Work \$2.5M



Distribution System Resiliency

- S.R. 52 Booster Pump Station \$3.5M
- Supports North Hall Pressure Zone





Water Capacity

2026 Permit
40 MGD Max Day

2024 Actual Max Day
30.3 MGD

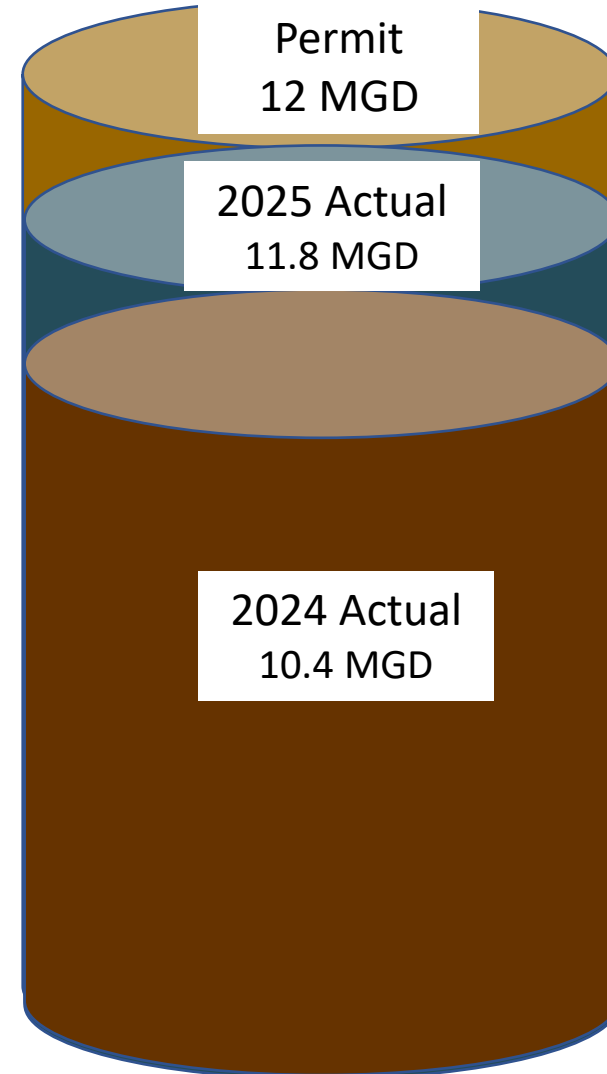
2025 Actual Max Day
29.3 MGD



Flat Creek WRF Wastewater Capacity

- Permitted for 12 MGD
- Max month basis
- Flow increasing
- Phased rebuild in progress
- More capacity and regulatory resiliency needed

Flat Creek Water Reclamation Facility





Where do we
need to go?



What's Next ?

Ensure Capacity and Regulatory Compliance

- Maintain Aging Infrastructure
- Increase capacity
- Keep up with technology

Proposed Updates

\$ per 1000 gallons

Account Service Fee

**Industrial Pretreatment
Limits and Surcharges**

Other Fees

**Outside City Water
Differential**

Risk Premium





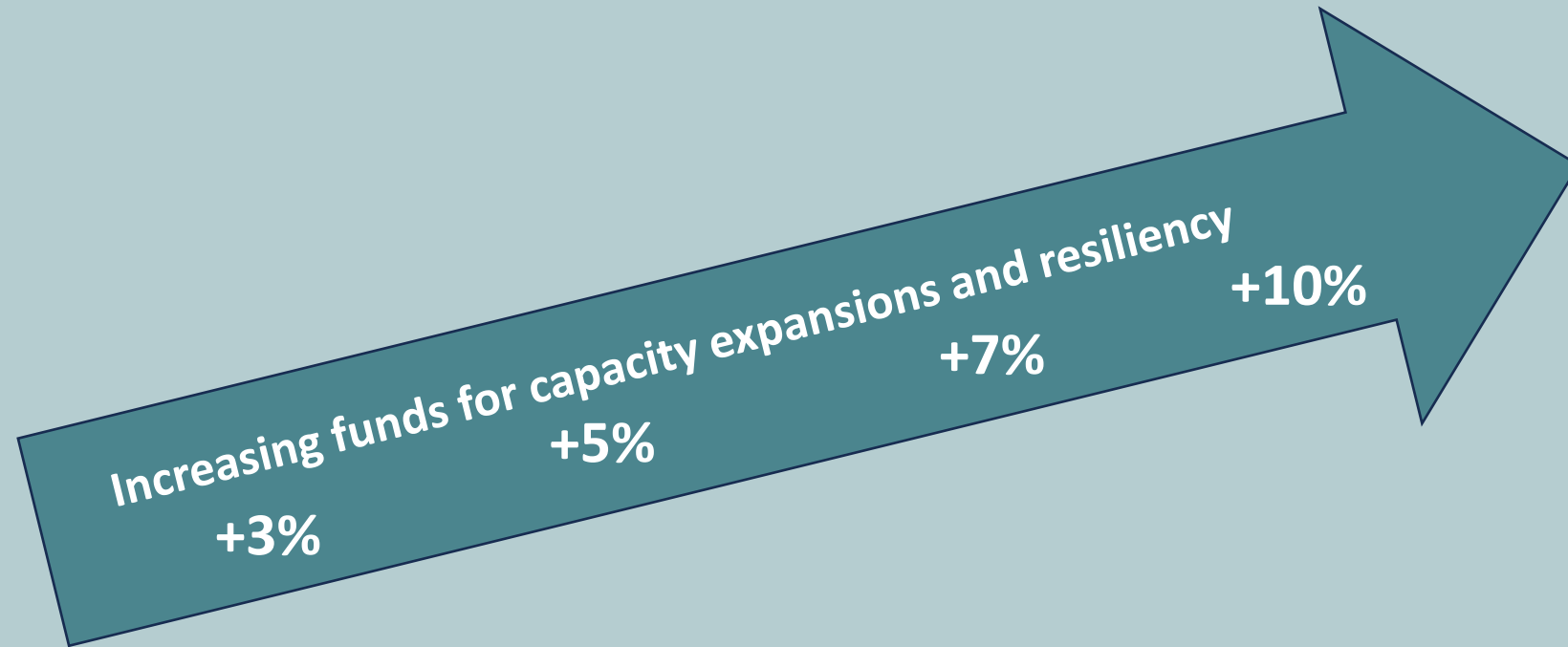
How do we pay
for where we
need to go?

Where do we need to go?

- Maintain routine projects \$20-50M per year
- Increase water treatment capacity ~\$40M+
- Increase wastewater treatment capacity ~\$150M+
- Other large projects
 - Fieldale LS and FM rebuild ~\$18M+
 - Advanced water treatment technologies ~\$75M+

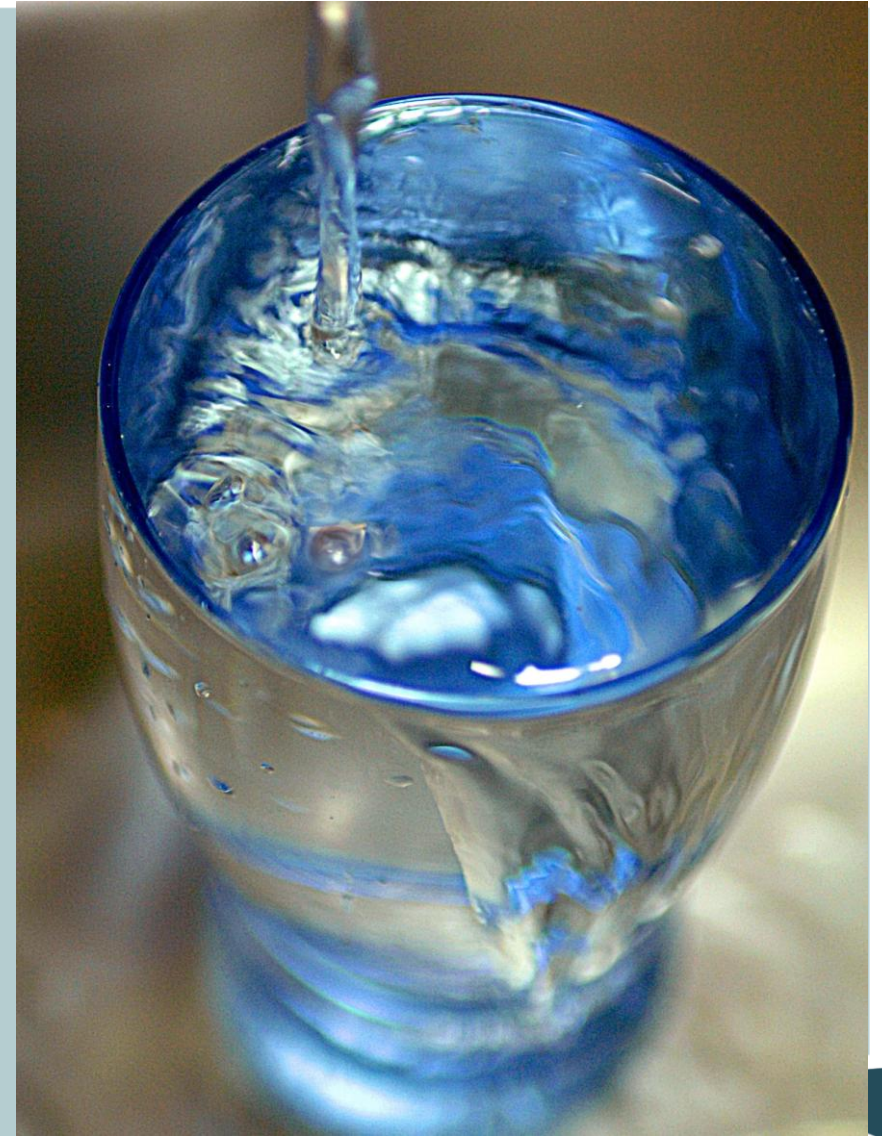


Options considered



\$/1,000 gallons Update

- Current: Increase 1.9% per year
- Proposal: Ramp up increase by 0.5% per year



Account Service Fee

- Proposal: Increase monthly Account Service Fee by \$1 each year.
- Gainesville FY 2026 Account Service Fee = \$6.78.
- Covers meter reading and billing.
- In FY 2025, Account Service Fee generated \$4.9M revenue



Industrial Pretreatment Updates

- Partnering with industries
- Address requests from industries
- Meet EPD requirements
- Plant specific limits
- Simplify tiered surcharges
- Update surcharge rates
- Small impact on customers and DWR revenue
- Not updated since 2011

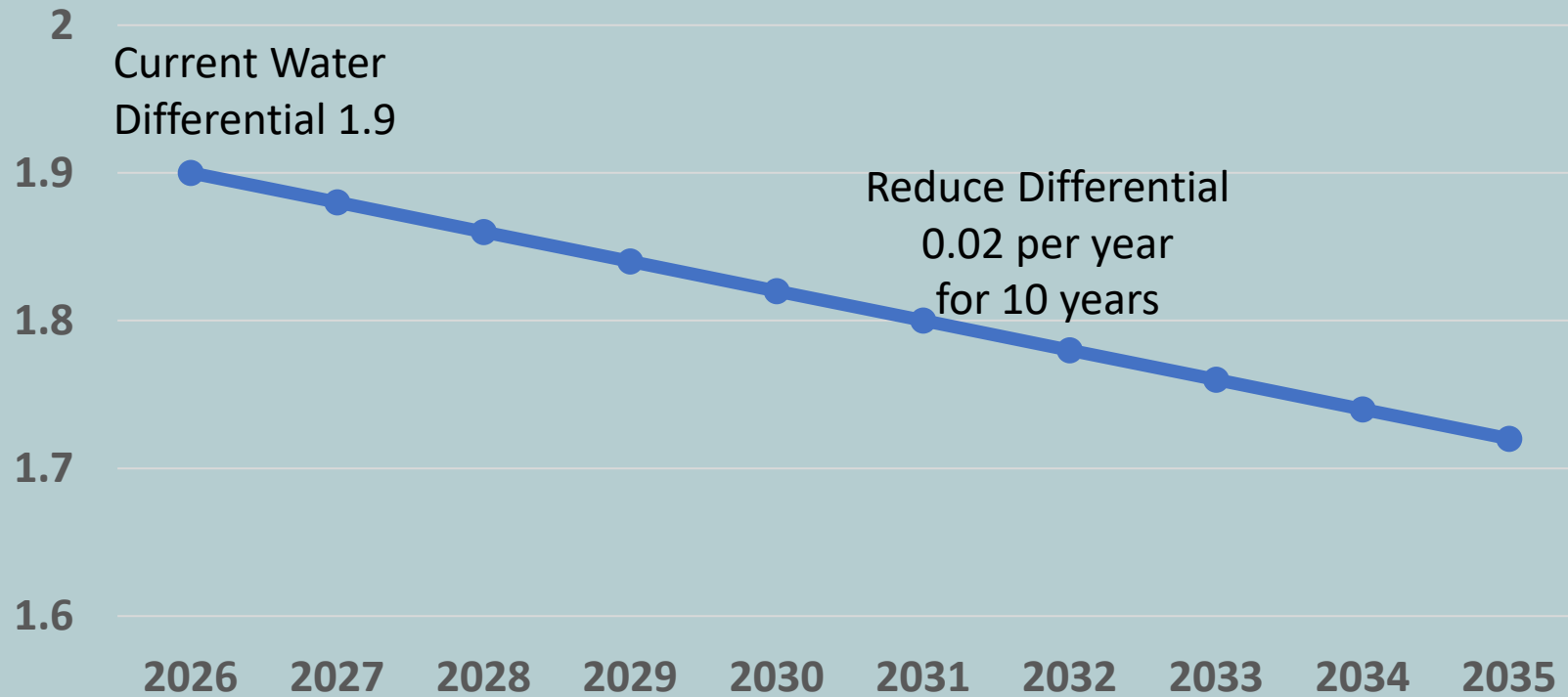


Miscellaneous Fees

- Fees for new development and customer requests
 - Over 50 specific items
- Small changes to match actual costs



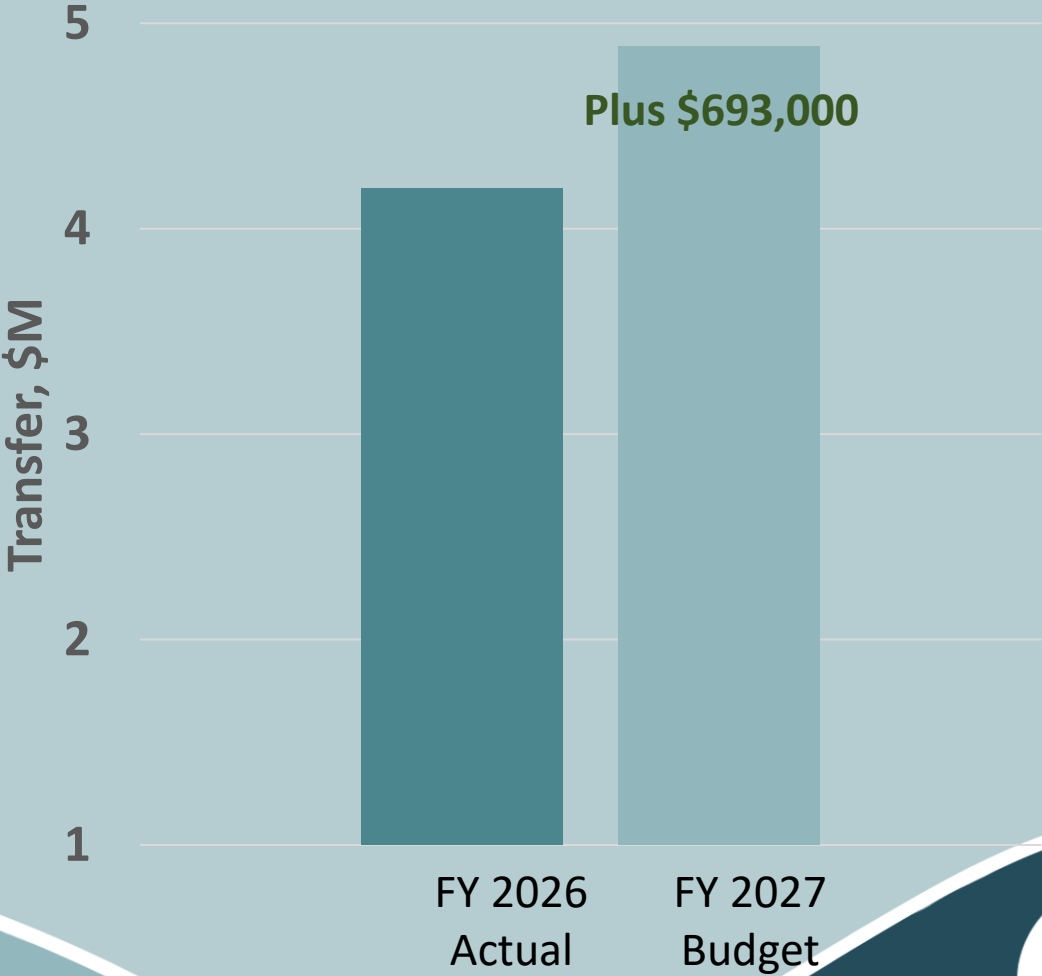
Reduction in Differential



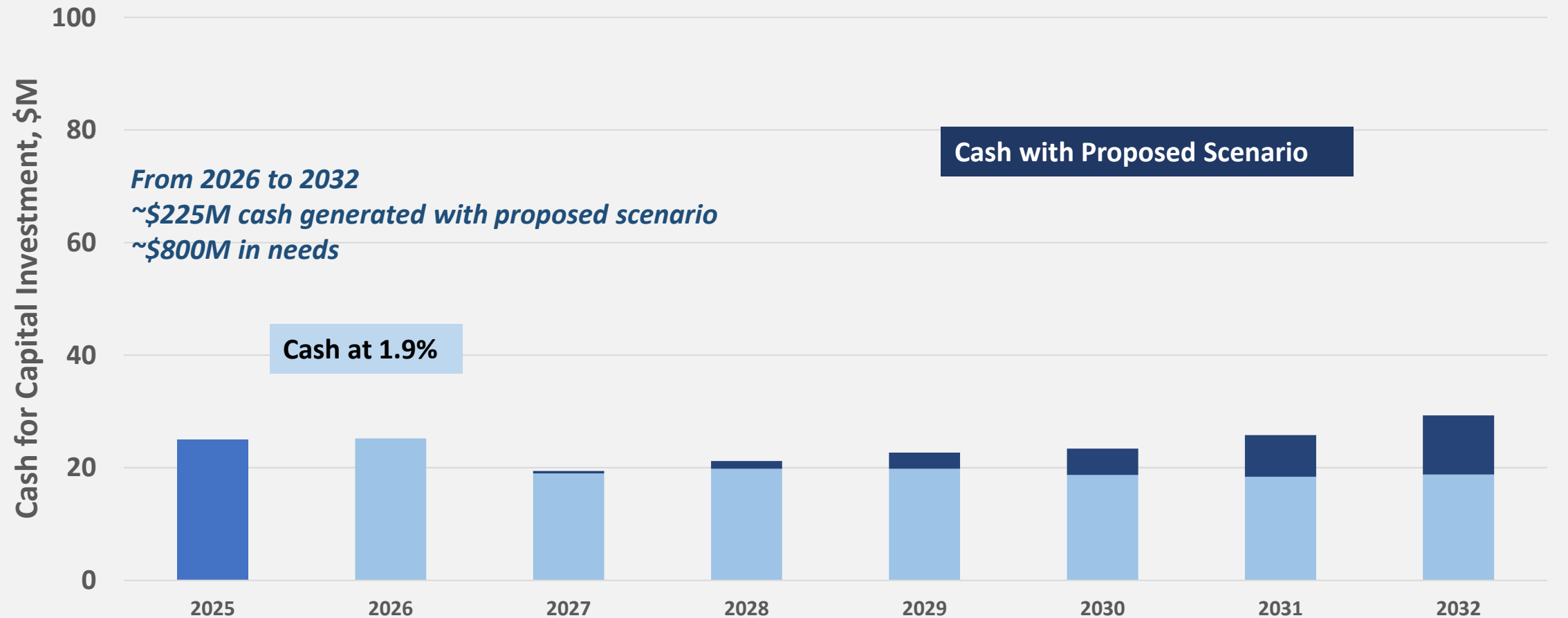
Transfer

	FY 2026	FY 2027
DWR Asset Value	\$599M	\$652M
Percentage	0.70%	0.75%
Transfer Amount	\$4.195M	\$4.888M

The transfer from DWR to the General Fund represents the risk premium for the city in developing the public utility system.



Cash for Capital Investments



Proposed Updates

\$ per 1000 gallons

- Increase from 1.9% to 4.9% by 0.5% per year.

Account Service Fee

- Increase monthly fee by \$1 per year.

Industrial Pretreatment Limits and Surcharges

- Address Industry needs. Simplify tiers. Plant specific limits.
- No significant change to industry costs or DWR revenue.

Other Fees

- Update selected fees to better match actual costs.

Outside City Water Differential

- Reduce from 1.9 by 0.02 per year.

Risk Premium

- Transfer from DWR to the General Fund represents the risk premium for the city in developing the public utility system.
- Update from 0.7% of assets to 0.75% of assets.



Council Actions

- Chapter 5-1 Sanitary Sewers and Sewage Disposal
 - Pretreatment limits and administrative updates
- Chapter 5-2 Water
 - Administrative updates
- Chapter 10 Schedule of Fees
 - Rates, fees, surcharges updates



Gainesville's Smart Bold Actions

Yesterday

- Automated Meter Infrastructure
- Rebuilding Linwood
- Improved solids handling
- Water Plant Improvements
- Replacing pipe

LIFTT Up Gainesville !!

Tomorrow

- Expand Lakeside Water Plant
- Rebuild Flat Creek WRF
- Replace pipe
- Improve system monitoring and cyber security
- Risk based maintenance





Water Resources Briefing

April 30, 2026



City Council Update

April 30, 2026



City Council



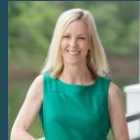
City Attorney
Abb Hayes



City Manager
Bryan Lackey



Municipal Court Judge
Hammond Law



Deputy City Manager
Angela Sheppard



Janeann Allison
Administrative Services
Director



Russ Hilmandolar
CIO



Kate Mattison
Parks & Recreation Director



Jeremy Perry
Chief Financial Officer



Brandon Ellis
Fire Chief



Rodger Hogan
Director of Golf



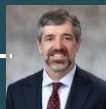
Linda MacGregor
Director of Water Resources



Chris Rotalsky
Public Works Director



Alisa Grayson
City Clerk



Rusty Ligon
Community & Economic
Development Director



Phillippa Lewis-Moss
Community Service Center Director



Christina Santee
Public Relations Director



Robyn Lynch
Tourism Director



Jay Parrish
Police Chief

Strategic Priorities

Economic Development

Strategic Infrastructure Investments and persistent redevelopment along with strong support for the business community

Spirit of Community

Pride in aesthetics and of our natural, cultural and community blend and offerings



Stewardship

Strategic investment of resources and embracing innovation to improve all areas

Culture of Safety

Community trust and buy-in that involves responsiveness, communication & outreach

Regional Destination

Leader in the northeast region for employment, adventure, entertainment, education, living, shopping and dining

Accomplishments & Achievements





DOWNTOWN OF THE YEAR

GAINESVILLE



Development of Excellence in the Public Realm – The City of Gainesville’s Midland Greenway and TAD

Owner: City of Gainesville

Developer: Norhaven Partners; Terwilliger Pappas

Architect: Dynamik Design

General Contractor: Fortune Johnson and Summit Contracting Group

The Midland Greenway in Gainesville is a transformational urban revitalization effort to create a walkable greenway on a 300-acre former CSX rail corridor in downtown. Spearheaded by the City’s investment in master planning, creation of Gainesville’s first Tax Allocation District, land acquisition and infrastructure delivery, it has paved the way for over \$175 million in adjacent private development. Though it’s already resulted in a thriving neighborhood with trails, green space, thousands of square feet of commercial space, and over 600 new residential units, Gainesville continues investment in Midland, adding a dog park, renovating the northernmost segment, funding stormwater management via pond systems and natural landscaping, and more.

2025 ULI ATLANTA AWARDS FOR EXCELLENCE

ULI Atlanta - 2025 Awards for Excellence Dinner





Raleigh, NC and **GAINESVILLE, GA** Top Milken Institute's 2025 Annual Rank of Best-Performing Cities



January 14, 2025 (Los Angeles, CA)--Raleigh, NC is the best-performing large metropolitan area, according to the 2025 Milken Institute Best-Performing Cities (BPC) report, taking the top spot in the rankings following two consecutive years of ranking among the top-three large cities. Among small cities, Gainesville, GA tops the index after being featured among the BPC's top 10 small metropolitan areas every year since 2016. These cities' rankings were fostered by strong job and wage growth and a robust high-tech presence.

The index, published annually since 1999, reflects cities' effectiveness at leveraging their resources to promote economic growth and provide their residents with access to the essential services and infrastructure needed for success. The index is based on job creation, wage growth, and the high-tech sector's output growth, in addition to measures of access to economic opportunities, such as housing affordability and broadband coverage.

Small US Cities: Tier I

Gainesville, GA
St. George, UT
Idaho Falls, ID
Bend-Redmond, OR
Midland, TX
Jefferson City, MO
Coeur d'Alene, ID
Jacksonville, NC
Missoula, MT
Auburn-Opelika, AL
The Villages, FL
Winchester, VA-WV
Elizabethtown-Fort Knox, KY
Wenatchee, WA
Lawrence, KS

LEADER IN GOVERNMENT SITES



Shared from CivicPlus' April 2025 (latest) account review for gainesville.org



LEADER IN GOVERNMENT SITES

- Gainesville.org continues to be a **highly successful website**, performing well above many of CivicPlus' other clients
- CivicPlus continues to be wildly impressed by the **popularity of our website**, and how well/often it's utilized by the public
- When asked how our performance compares to other communities our size, I was told there is NO comparison – that *Gainesville blows them out of the water!*



LEADER IN GOVERNMENT SITES

- We shared at 2025 retreat CivicSend SMS/text communication module was shaping up to be a popular feature – we recently doubled subscriber “ceiling” to accommodate growing interest
- Implemented **DocAccess**, a document accessibility platform that scans, converts and monitors PDF documents to **support ADA and Section 508 compliance efforts for users with disabilities**



Communities Hosted & Presentations Made

Hosted

- City of Brunswick
- Perry
- Gwinnett
- Suwanee
- Athens
- Dahlonega
- Canton

Presentations

- Chamber of Commerce
- Georgia Downtown Association
- Wisdom Keepers
- Electric Cities of Georgia
- University of Georgia



Strategic Priorities

Economic Development

85-Business Park
Midland Redevelopment
Lakeshore Mall

Spirit of Community

H2I Trail System
Park 2 Park
Unity Project



Stewardship

Software Upgrades

Culture of Safety

Fire Station #5 Location
Public Safety Training Center

Regional Destination

Community Center
Midland Park Improvements
Downtown Programming



Public Safety

Fire Station #5



MUNICIPAL & SPECIAL ELECTIONS

General (November 2025)

- Mayor
- Wards/Districts 1 and 4

Special (November 2025)

- Ward/District 2

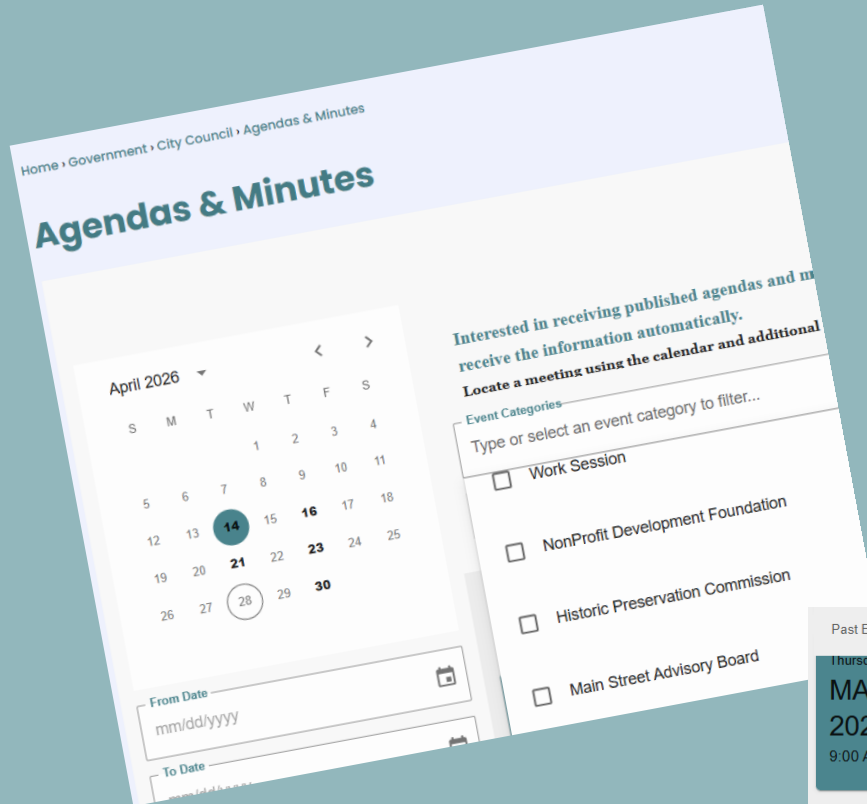
Special (March 2026)

- Ward 1



Boards/Committee Transition Project - Update

- **Transition to AMMS system**
 - centralizing information,
 - enhancing workflows to increase efficiency,
 - providing consistency and transparency,
 - and compliance with state law
- **5 added to date**
- **On track for project completion**



Past Events		
Thursday MAR 12, 2026 9:00 AM EDT	Mayor/Council Work Session 300 Henry Ward Way Gainesville, GA 30501 Work Session	Agenda Posted on: March 10, 2026 10:40 AM Download
Tuesday MAR 17, 2026 5:30 PM EDT	Mayor/Council Meeting Public Safety Complex, Municipal Court Room 701 Queen City Parkway Gainesville, GA 30501 Mayor/Council	Agenda Posted on: March 16, 2026 9:13 AM Download
Thursday MAR 26, 2026 9:00 AM EDT	Main Street Advisory Board Meeting 300 Henry Ward Way, Suite 100 Gainesville, GA 30501 Main Street Advisory Board	Agenda Posted on: March 25, 2026 2:46 PM Download



Challenges & Opportunities





PARKGVL FEE STRUCTURE



0-2 HOURS

FREE with check-in, but no payment method required (limited to single use daily)

2+ HOURS

A \$4 hourly rate will apply after the first two FREE hours are used

OPEN HOURS

From 11 p.m.-7 a.m. daily, no hourly fee is proposed, meaning drivers can park in what are typically paid spaces for free

The Main Street and Gainesville North parking decks are
OPEN 24/7 AND FREE

ParkGVL SIGNAGE

WELCOME SIGN

WELCOME TO  ParkGVL


**PAY BY
LICENSE
PLATE.**

ENFORCED DAILY 

CHECK-IN SIGN


ParkGVL

ALL VEHICLES MUST CHECK IN

SCAN THE QR CODE TO
RECEIVE 2 HOURS OF
FREE PARKING.
VEHICLES NOT CHECKED IN
WILL BE SUBJECT TO
PARKING ENFORCEMENT.

ENGAGEMENT SIGN


ParkGVL
PLEASE PAY TO PARK

SCAN QR CODE



OR

Text Main1 to
(254) 276-5728
to pay for parking

2 HOURS FREE WITH QR SCAN AND CHECK-IN
NON-COMPLIANCE WILL RESULT IN A CITATION

Top Milken Institute's 2025 Annual Rank of Best-Performing Cities



Top Milken Institute's 2026 Annual Rank of Best-Performing Cities

Small US Cities: Tier I

Gainesville, GA
St. George, UT
Idaho Falls, ID
Bend-Redmond, OR
Midland, TX
Jefferson City, MO
Coeur d'Alene, ID
Jacksonville, NC
Missoula, MT
Auburn-Opelika, AL
The Villages, FL
Winchester, VA-WV
Elizabethtown-Fort Knox, KY
Wenatchee, WA
Lawrence, KS

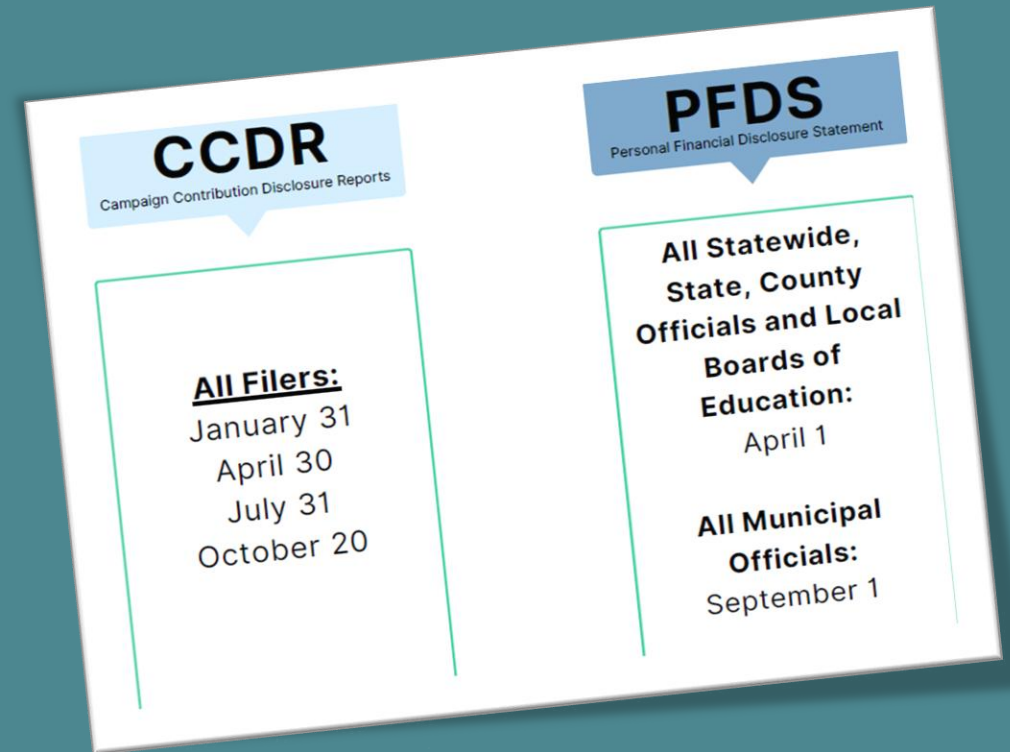
Small US Cities: Tier I

St. George, UT
Idaho Falls, ID
Kenosha, WI
Bend, OR
Pocatello ID
Helena, MT
Coeur D'Alene, ID
Logan, UT-ID
Midland, TX
Auburn-Opelika, AL
Gainesville, GA
Springfield, IL
Lawrence, KS
Redding, CA
San Angelo, TX

ETHICS REPORT FILINGS

Changes with SB 199

- Beginning January 1, 2026
 - Reduced Report Filings
 - Filing Schedule Changes
 - File with Local Filing Officer



ETHICS REPORT FILINGS

Changes with SB 199

- Beginning January 1, 2027
 - File with Ethics Commission
- Information/Training Sessions

Beginning January 1, 2027 all local filers will begin filing directly with the state and will no longer file any documents or reports with their local filing officer.



Initiatives



EAGER TO EDUCATE

- While Public Relations strives to expand communication, outreach with public, PR has vision to strengthen knowledge/resources among staff
- PR-led monthly/bimonthly “courses” open to City staff focused on: branding guidelines, stationery, website, tips on capturing production-quality video footage via cellphone/drone, graphics/design pointers, etc.
- Still eyeing an internal database for City staff to access available photos/graphics, logos, clips, video, renderings, templates, etc.



Future Midland Parking Deck





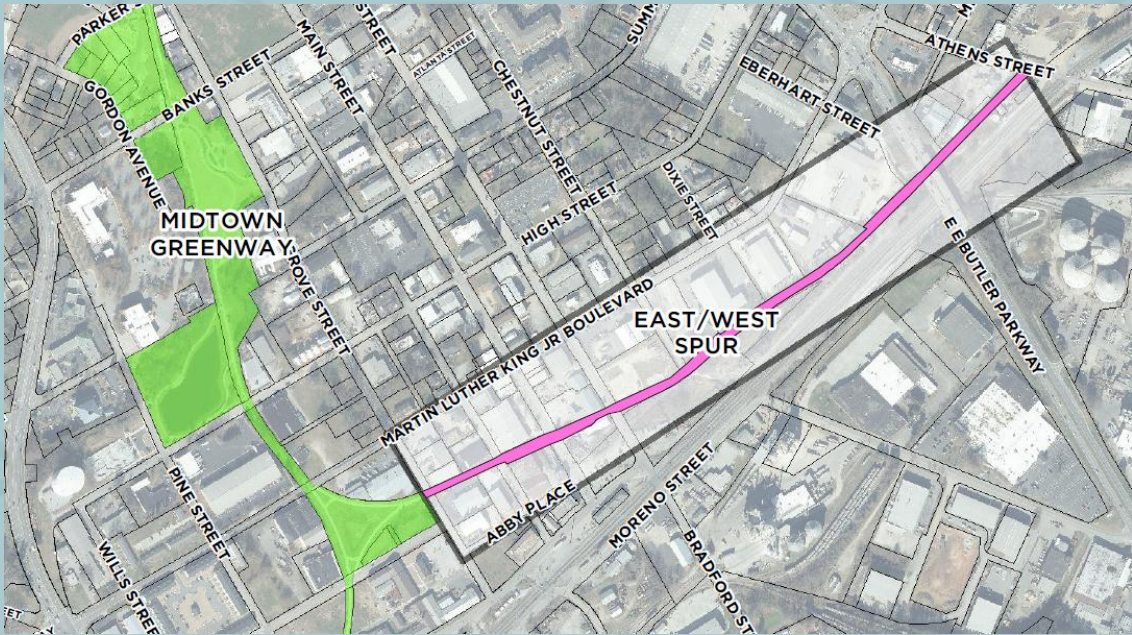


TEMPO

by Hilton™

- 135 Room Hotel
- Parking Deck Incorporated





Athens Street Corridor Improvements

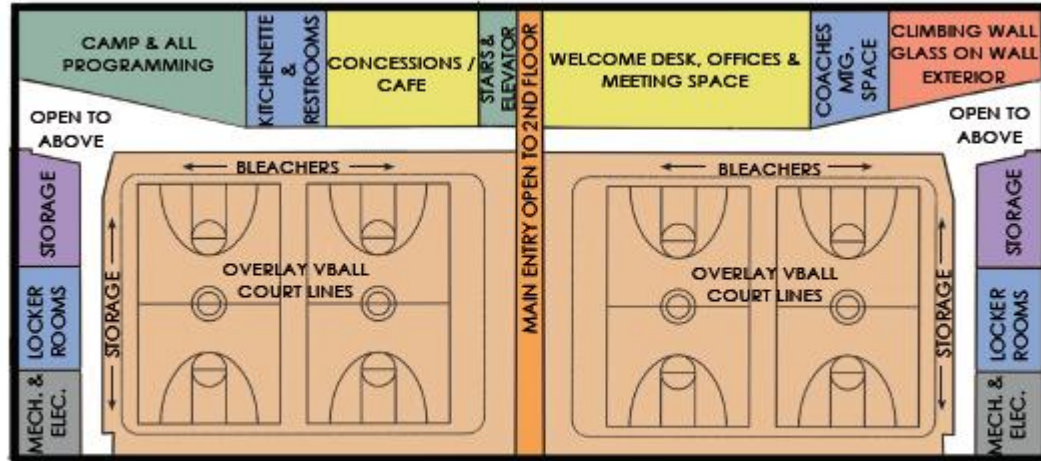




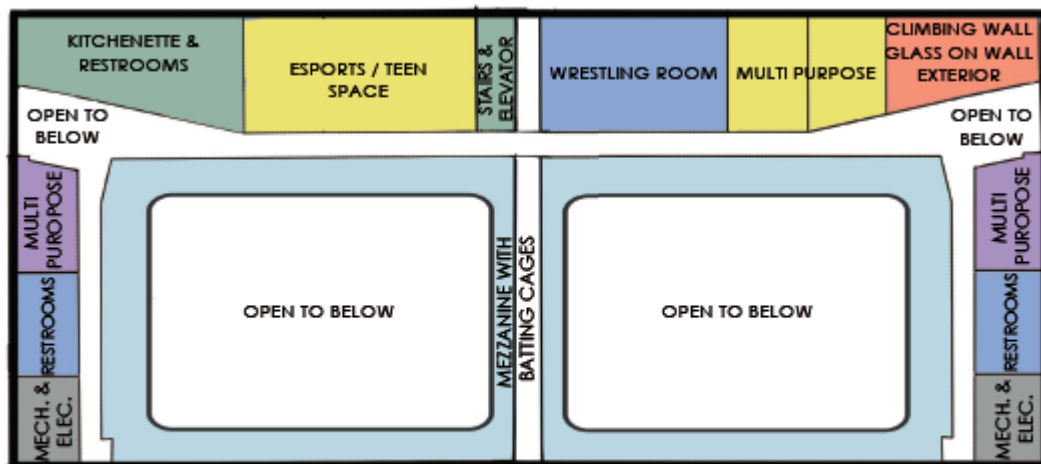
GAINESVILLE'S BILLION DOLLAR
LAW FIRM
POWER
OF
HAYS
1.800.WIN.WIN.1
EL PODEROSO
BUFETE DE
ABOGADOS DE GAINESVILLE

SHOWROOM/OFFICE

Rec Center



BUILDING - 1ST FLOOR PLAN



BUILDING - 2ND FLOOR PLAN



2027 MUNICIPAL ELECTION



City Council
Wards 2, 3 & 5



Gainesville City School Board
Districts 2, 3 & 5





Questions ?



FINANCIAL SERVICES

GAINESVILLE CITY COUNCIL RETREAT

ACCOMPLISHMENTS





GASB Statement
No. 101

GASB Statement
No. 102

GASB Statement
No. 103

GASB Statement
No. 104

GASB Statement
No. 105

- Implemented early - GASB Statement No. 101 pertaining to Compensated Absences.
- N/A – GASB Statement No. 102 pertaining to Certain Risk Disclosures.
- Implement early – GASB Statement No. 103 pertaining to Financial Reporting Model Improvements.
- Implemented early – GASB Statement No. 104 pertaining to Disclosure of Certain Capital Assets.
- Implementing early in FY2026 – GASB Statement No. 105 to improve financial reporting requirements for subsequent events.



AWARD-WINNING FINANCIAL EXCELLENCE

City of Gainesville • GFOA Triple Crown Winner



WINNERS

TRIPLE CROWN!

Popular Annual
Financial Report

Annual Budget
and Capital

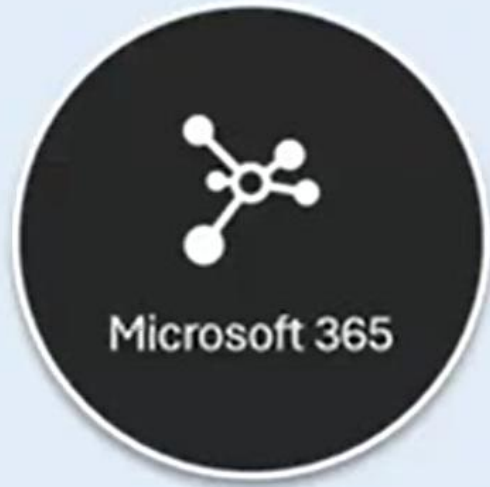
Annual
Comprehensive
Financial Report

5101



tyler
technologies

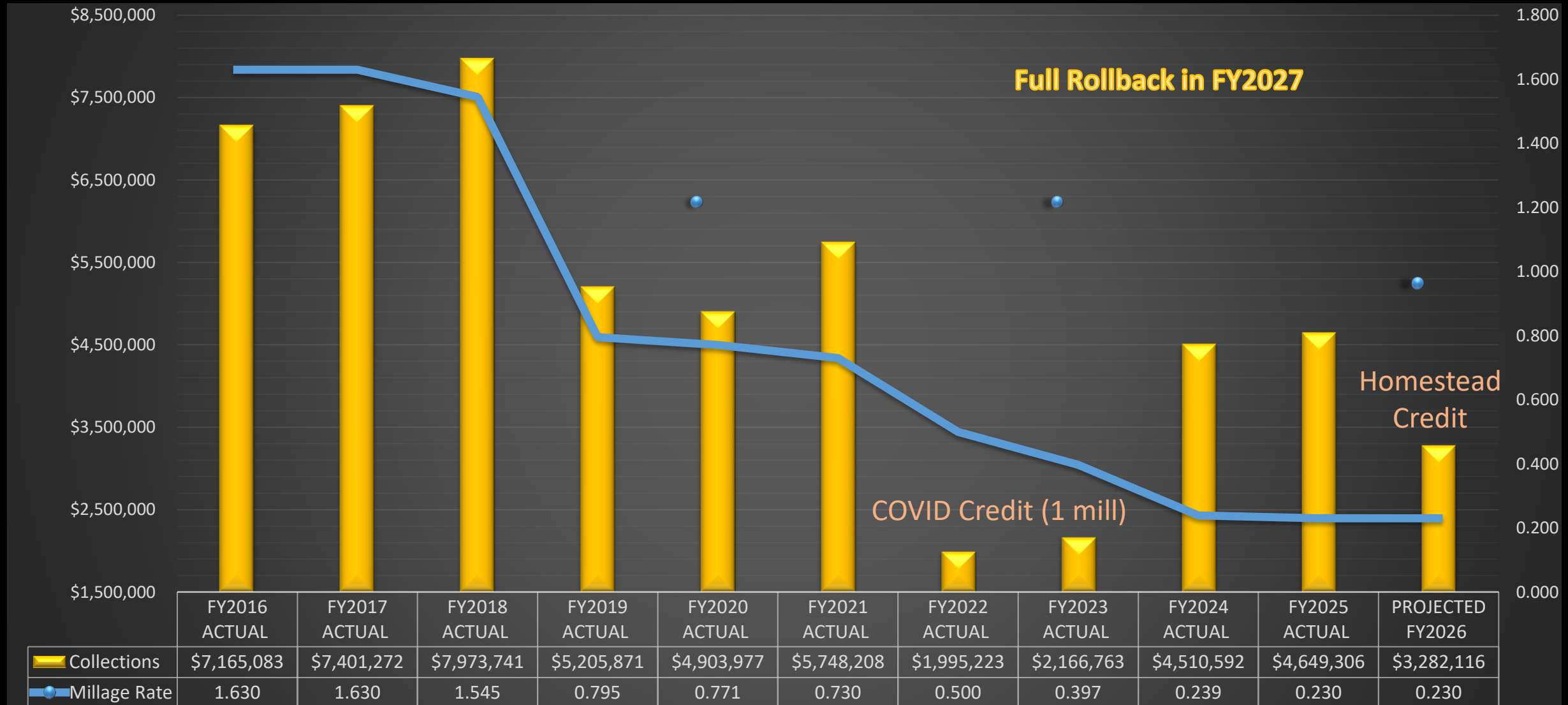
Our topics today



FINANCIAL UPDATE



GENERAL FUND PROPERTY TAX / TAVT REVENUE





8G02



GAINESVILLE

2026 Property Tax Statement

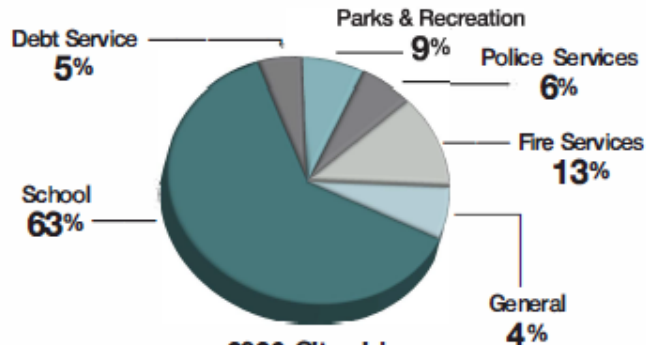
300 Henry Ward Way, P.O. Box 2496 • Gainesville, Georgia 30503

Phone (770) 535-5639 • Fax (770) 535-5636

Pay taxes online at www.gainesville.org

PROPERTY OWNER(S)	MAP CODE		LOCATION		BILL #		DISTRICT
JOHN & JANE SMITH	90000100010		1750 SW ATLANTA HIGHWAY		2022-600080		004 GAINESVILLE
	BUILDING VALUE	LAND VALUE	ACRES	FAIR MARKET VALUE	DUE DATE	BILLING DATE	EXEMPTIONS (Please see explanation on back)
	0	0	0.00	128,372	12/01/2026	09/08/2026	SN
	FAIR MARKET VALUE	100% ASSESSED	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	TAX	
GROSS M&O GENERAL AND DEBT SERVICES	128,372	128,372	0	128,372	1.843	236.59	
SALES TAX ROLLBACK	128,372	128,372	0	128,372	-1.103	-141.59	
NET M&O GENERAL AND DEBT SERVICES	128,372	128,372	0	128,372	0.740	95.00	
GENERAL M&O	128,372	128,372	0	128,372	.230	29.53	
DEBT SERVICE	128,372	128,372	0	128,372	.510	65.47	
FIRE SERVICES	128,372	128,372	0	128,372	1.299	166.76	
PARKS AND RECREATION	128,372	128,372	0	128,372	.896	115.02	
POLICE SERVICES	128,372	128,372	0	128,372	.712	91.40	
CITY TAX BEFORE CREDIT					3.647		
HOMESTEAD CREDIT	128,372	128,372	0	128,372	-.230	-29.53	
CITY TAX					3.417	\$438.65	
SCHOOL	128,372	128,372	0	128,372	6.092	782.04	
SCHOOL TAX					6.092	\$782.04	

State law requires that local governments bill the property owner as of January 1. Property owners that have sold their property are responsible for forwarding the tax bill to the new owner. If taxes are left unpaid, a lien will be filed on the property in the owner's name as of January 1. Also, property owners that have an escrow account with their mortgage company should forward their bill to the mortgage company. The City does not mail bills to mortgage companies.



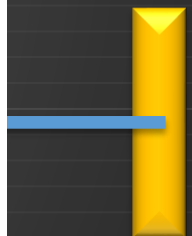
2026 Citywide
Tax Dollar Distribution

2026 Current Tax	\$1,220.69
Delinquent Tax*	\$0.00
Total Due December 1, 2026	\$1,220.69

* Please note that delinquent tax due reflects total owed at the time of billing and the amount will change monthly due to interest charges. Please read the important information regarding delinquent tax on the back of this bill.

Please see additional information on back regarding delinquent tax and exemption code descriptions.

Homestead
Credit



5	PROJECTED
L	FY2026
06	\$3,282,116
	0.230

G

UE

\$8,500,000

\$7,500,000

\$6,500,000

\$5,500,000

\$4,500,000

\$3,500,000

\$2,500,000

\$1,500,000

FY
AC

Collections	\$7,1
Millage Rate	1.

1.800

1.600

1.400

1.200

1.000

0.800

0.600

0.400

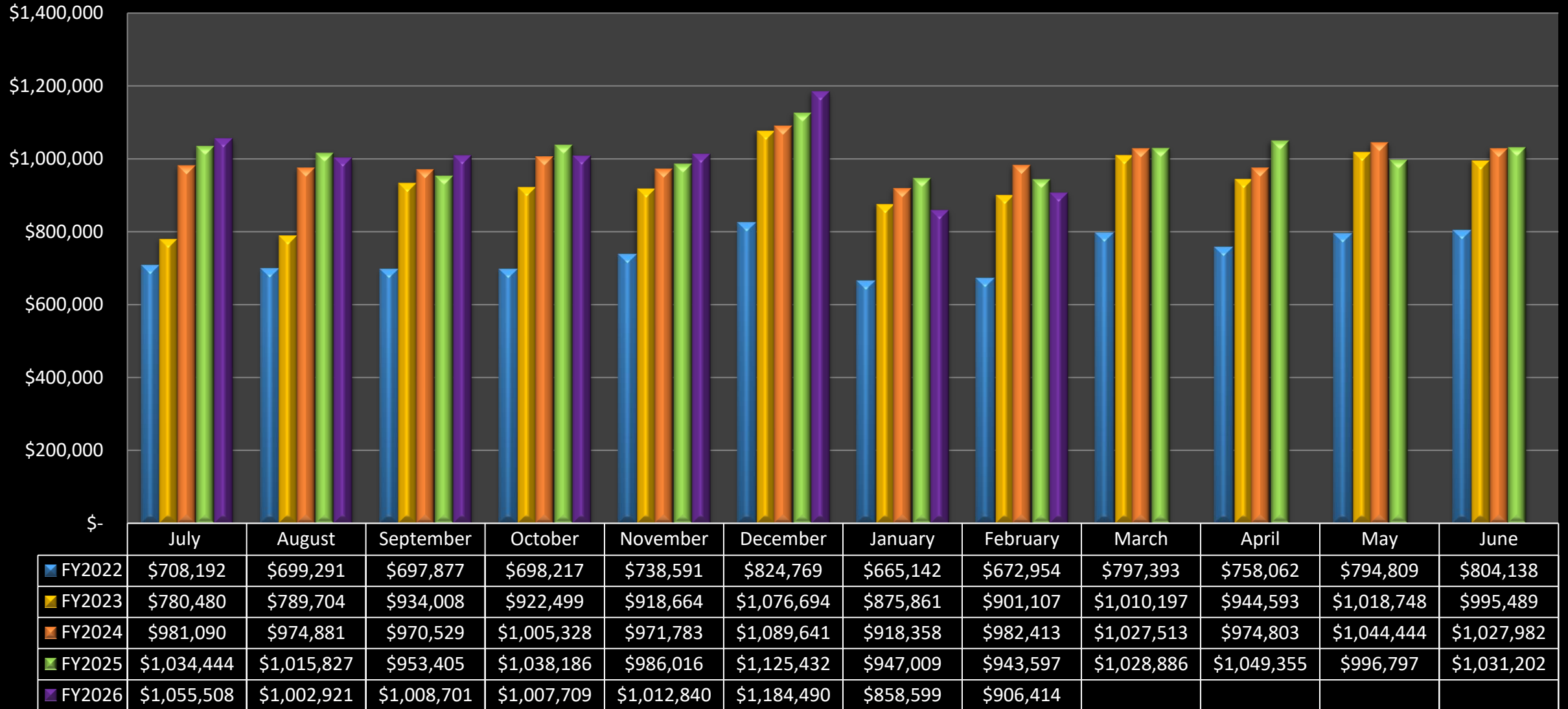
0.200

0.000

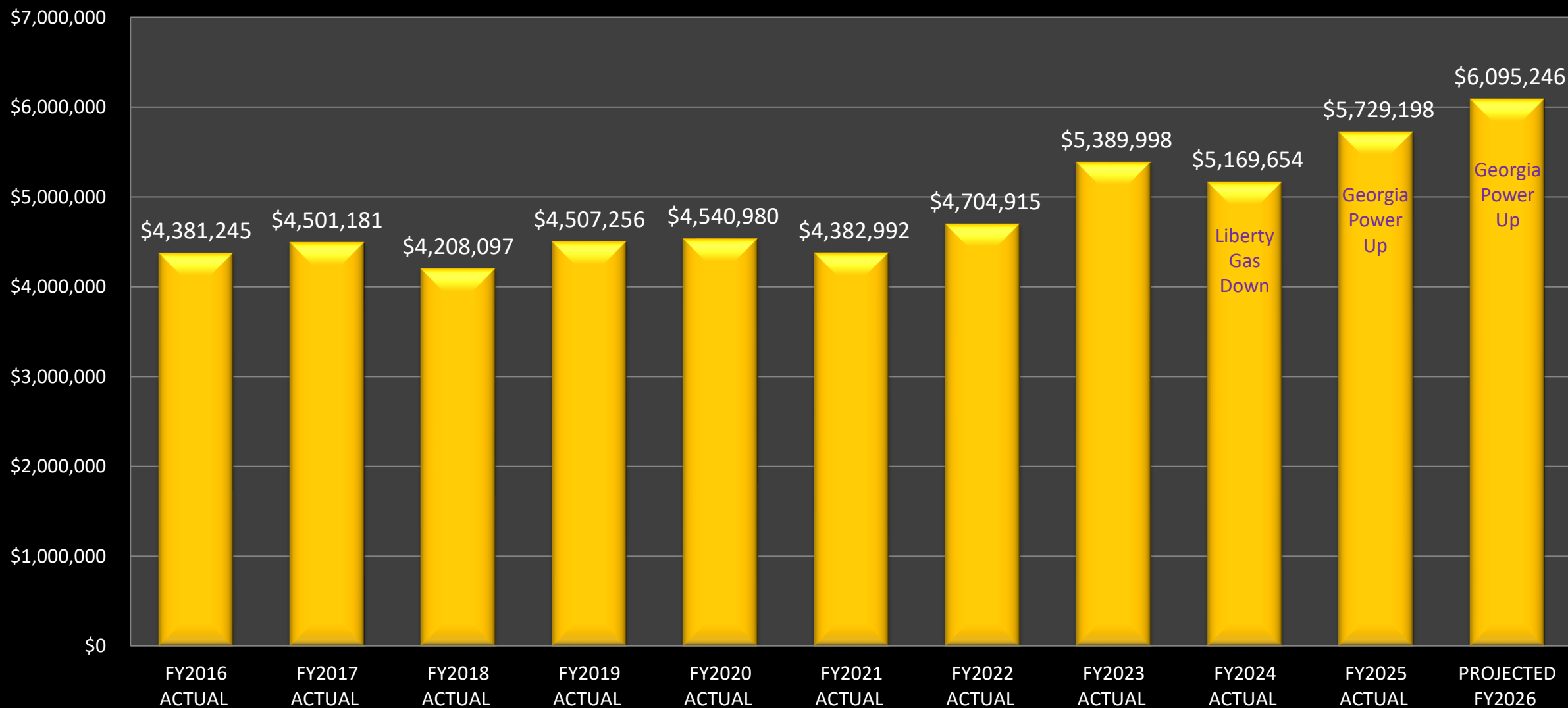
LOCAL OPTION SALES TAX REVENUE



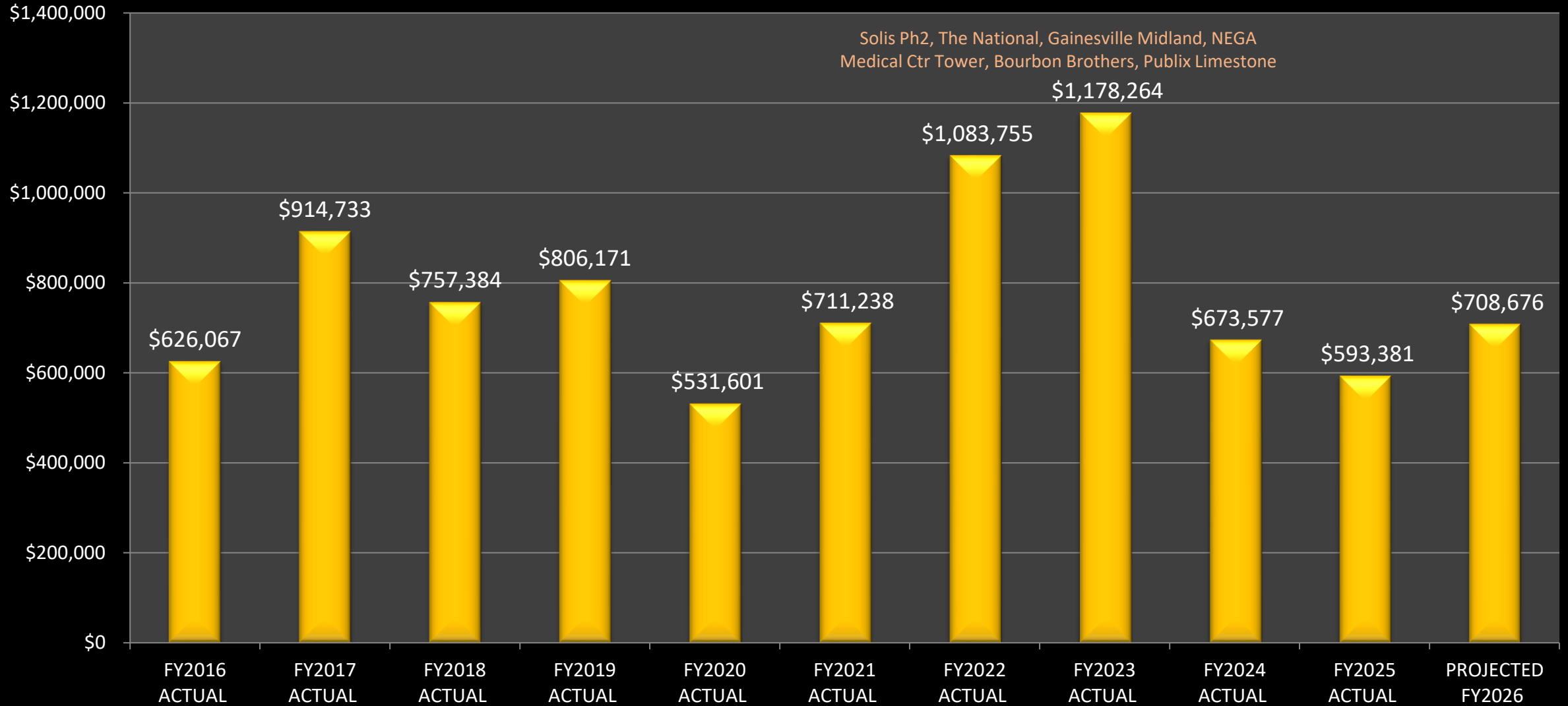
LOCAL OPTION SALES TAX REVENUE



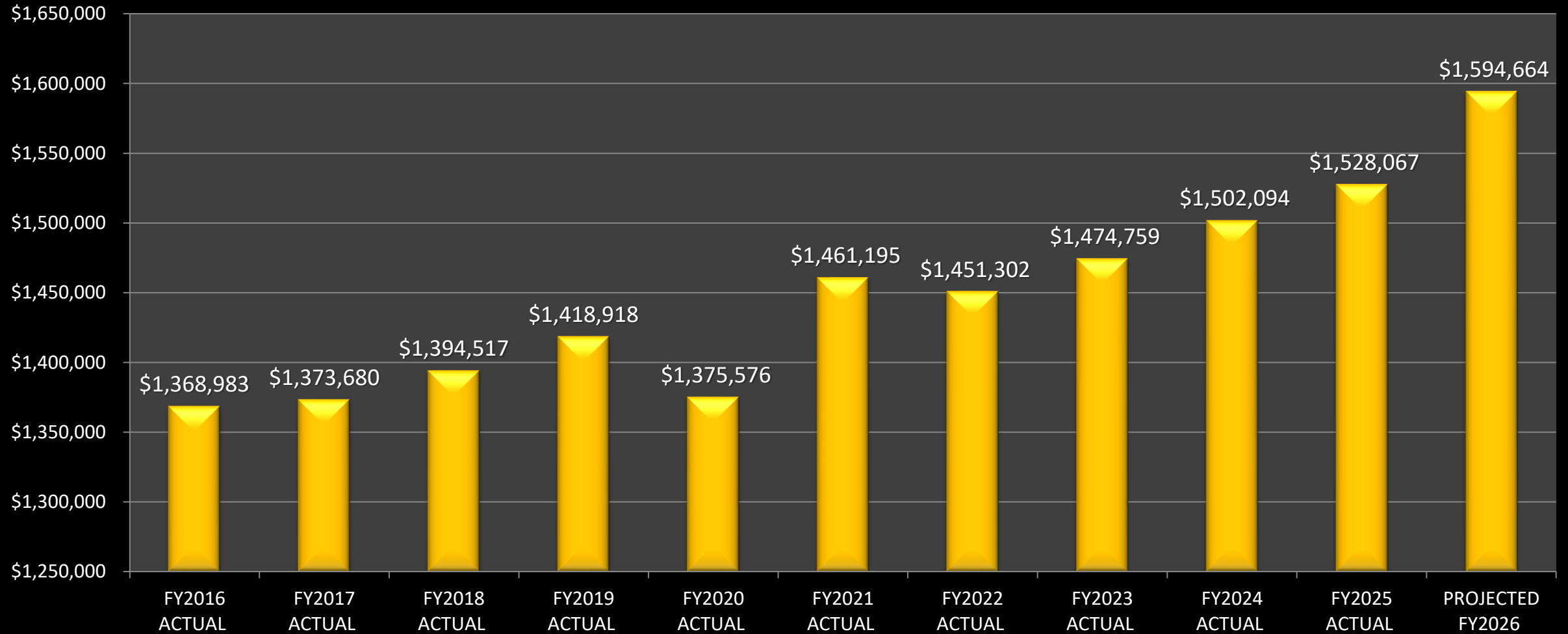
FRANCHISE FEE REVENUE



PERMITS AND ZONING FEE REVENUE

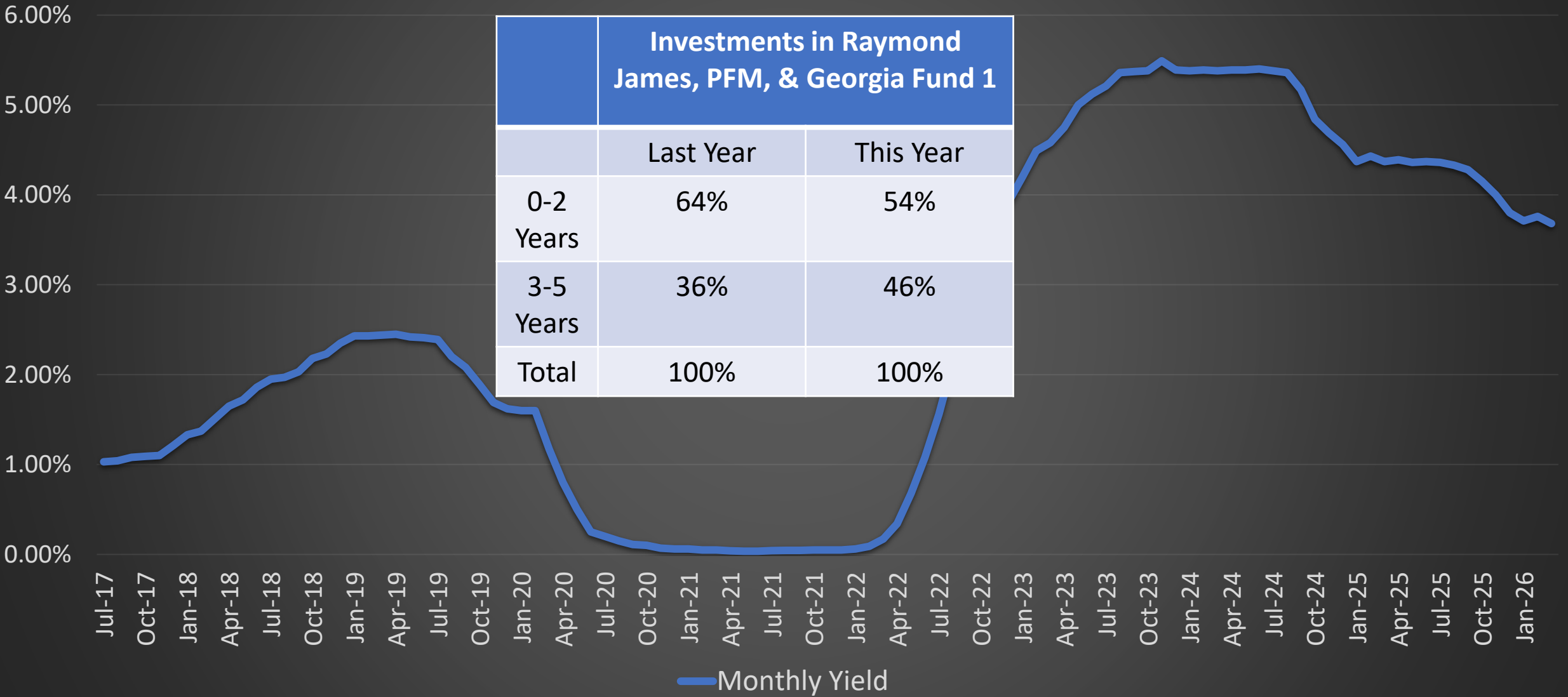


OCCUPATIONAL TAX REVENUE



Financial
Institution
Tax
Up

Georgia Fund 1



	Investments in Raymond James, PFM, & Georgia Fund 1	
	Last Year	This Year
0-2 Years	64%	54%
3-5 Years	36%	46%
Total	100%	100%

Series 2024 W&S Project Fund

- In October 2024, the City issued Water and Sewer Revenue Bonds, Series 2024, with a federal arbitrage yield of 3.08% generating approximately \$60 million for capital projects.

DD SLGS Earnings

Series 2024 W&S								
Month	DD SLGS Rate	DD SLGS Earnings	Total Redemptions/ Additions	Beginning Balance	Ending Balance	Arbitrage Yield	Earnings at Arbitrage Yield	DD SLGS Earnings Over Arbitrage Yield
Oct-24	3.56%	2,590.16	-	27,100,000.00	27,102,590.16	3.08%	2,246.22	343.94
Nov-24	3.52%	76,856.49	-	27,102,590.16	27,179,446.65	3.08%	67,473.36	9,383.13
Dec-24	3.41%	77,383.62	-	27,179,446.65	27,256,830.27	3.08%	69,898.95	7,484.67
Jan-25	3.34%	75,894.76	-	27,256,830.27	27,364,574.93	3.08%	70,078.78	5,815.98
Feb-25	3.33%	68,669.37	-	27,364,574.93	27,401,394.40	3.08%	63,451.91	5,217.46
Mar-25	3.32%	75,991.18	-	27,401,394.40	27,477,385.58	3.08%	70,422.31	5,568.87
Apr-25	3.33%	71,993.11	(2,231,481.56)	27,477,385.58	25,317,897.13	3.08%	66,657.93	5,335.18
May-25	3.37%	71,114.84	-	25,317,897.13	25,389,011.97	3.08%	65,034.09	6,080.75
Jun-25	3.35%	68,712.64	-	25,389,011.97	25,457,724.61	3.08%	63,095.52	5,617.12
Jul-25	3.36%	69,742.60	(1,330,924.50)	25,457,724.61	24,196,542.71	3.08%	63,928.91	5,813.69
Aug-25	3.29%	66,356.70	-	24,196,542.71	24,262,899.41	3.08%	62,104.16	4,252.54
Sep-25	3.12%	61,151.65	-	24,262,899.41	24,324,051.06	3.08%	60,252.92	898.73
Oct-25	3.05%	1,995.79	(24,326,046.85)	24,324,051.06	24,326,046.85	3.08%	2,011.01	(15.22)
Total		788,452.91	(27,888,452.91)				726,656.09	61,796.82

Water and Sewerage Refunding Revenue Bonds, Series 2014 – Saving \$1M

Series 2024 W&S Project Fund

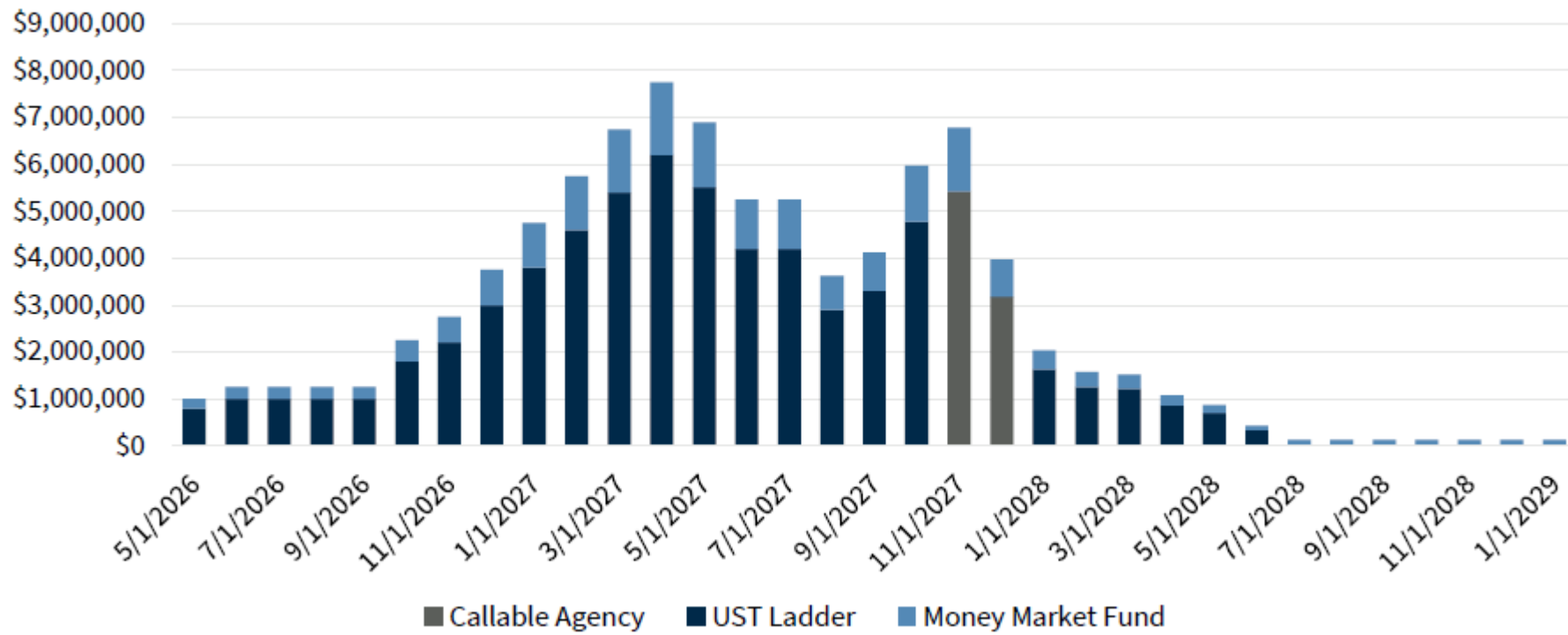
- In October 2024, the City issued Water and Sewer Revenue Bonds, Series 2024, with a federal arbitrage yield of 3.08% generating approximately \$60 million for capital projects.

Investment Scenario	Estimated Yield	Investment Amount	Estimated Earnings
October 2024 UST Portfolio Project Fund Investment	4.08%	\$30,526,814	\$2,373,186
October 2025 UST Portfolio Project Fund Investment	3.89%	\$18,832,034	\$167,966
February 2026 UST Portfolio Project Fund Investment	3.59%	\$14,880,596	\$119,404

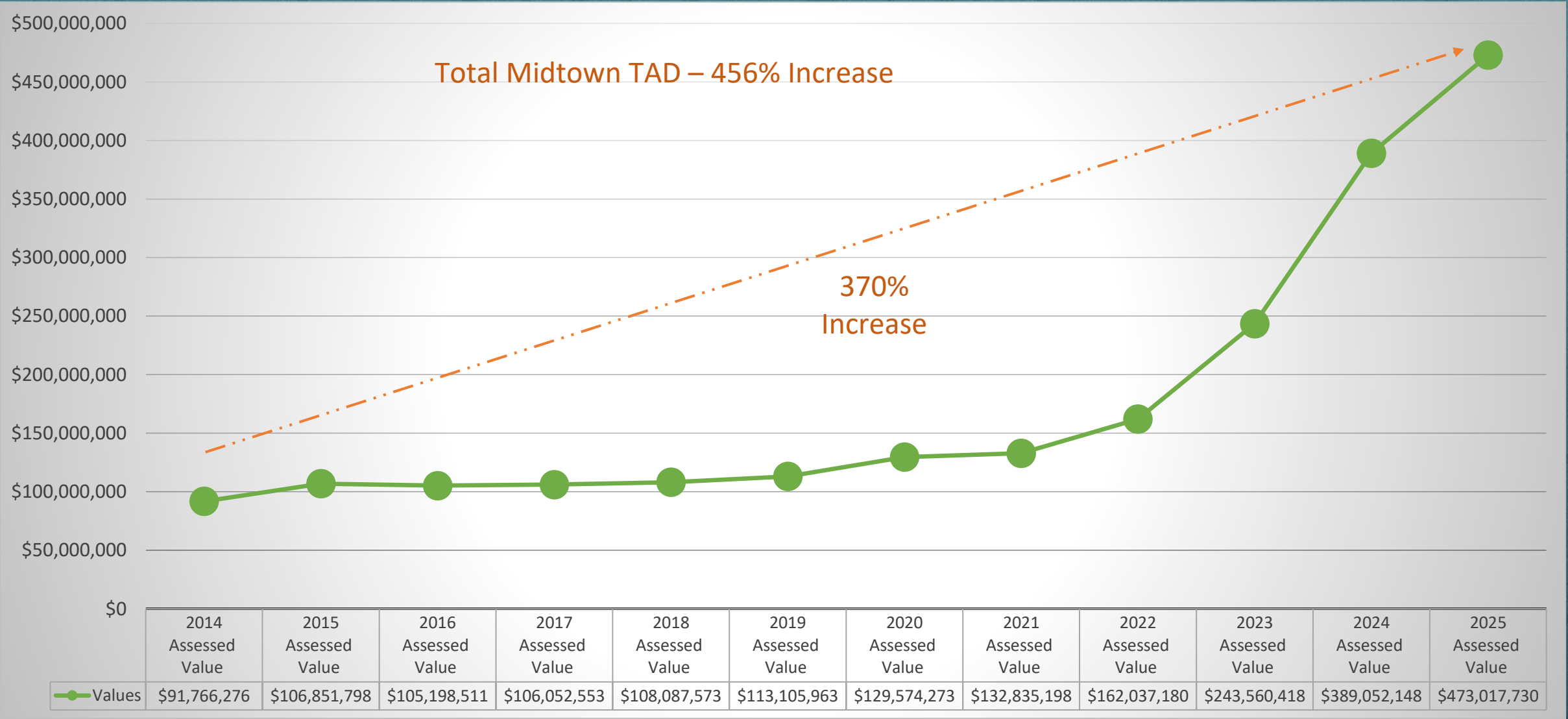
Series 2026 W&S Project Fund

- In January 2026, the City issued Water and Sewer Revenue Bonds, Series 2026, with a federal arbitrage yield of 3.57% generating approximately \$87 million for capital projects.

Draw Schedule Investment Breakdown



MIDTOWN TAD – TAXABLE VALUE



CHALLENGES + OPPORTUNITIES



Assigned Rating Aa1



Economy

Resident income ratio	A
Full value per capita	Aaa
Economic growth metric	Aaa



Financial Performance

Available fund balance ratio	Aaa
Liquidity Ratio	Aaa



Institutional Framework

Institutional Framework	Aaa
-------------------------	-----



Leverage

Long-term liabilities ratio	Aa
Fixed-costs ratio	Aaa

	Moody's	S&P	Fitch	Rating Description
Investment grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper medium grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower medium grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	
Non-investment grade	Ba1	BB+	BB+	Speculative
	Ba2	BB	BB	
	Ba3	BB-	BB-	
	B1	B+	B+	Highly speculative
	B2	B	B	
	B3	B-	B-	
	Caa1 & below	CCC+ & below	CCC & below	Extremely speculative/ Default

Source: Moody's, S&P and Fitch.



Prior:

Taxes:
October 1st –
December 1st

Business
Licenses:
December 1st –
January 15th

OCTOBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Employees: 3

Tax Bills
Mailed:
14,503

Business
Licenses:
3,407

DECEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



New:

Taxes:
November 20th
– January 20th

**Business
Licenses:**
December 1st –
January 15th

OCTOBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Employees: 3

Tax Bills
Mailed:
14,503

Business
Licenses:
3,407

DECEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



INITIATIVES



YEAR: 2025 BILL: PID: CURR OWNER: PROP ADDR:

COLLECTIONS TAXBILL DIGEST RECORDINGS

Open register: 16 Clerk: EV

TOT. DUE: 0.00

☐ CASH: 0.00

☒ CHECK: 0.00

☐ CHARGE: 0.00

BALANCE: 0.00

☒ **Print Receipt** 1

CHECK/CHARGE #

PAYMENT COMMENTS

BILLS IN PROCESS Show Paid Bill ☐ Remove Bill Payment Bill

Year	Bill No	PID	Current Due	Trans Amt	Overpay	Decal No	Status
Totals:			0.00	0.00	.00		

ACCT INFO BILL COMMENTS DTL BALANCE TRANS OTHER INFO UNPAID MOBILE HOME

ACCOUNT NO Edit

☐ CURRENT ☐ LEGAL ☐ PROPERTY

SOURCE/TYPE: STATUS

BILL: PID: EFF DATE 4/27/2026

BILLING DATE: 00/00/0000 UNPAID AMT:

TAXES DUE: 00/00/0000

- PAID: 00/00/0000

+ INTEREST:

+ PENALTY:

+ GED:

+ FIFA:

+ COLLECT:

+ TITLE:

+ MAIL:

+ ADMINISTRATION:

+ ADVERTISEMENT:

- WRITE OFF:

= CURRENT DUE: 0.00

- DISCOUNT: 00/00/0000

= DUE AFTER DISCOUNT: 0.00

+ BACK TAXES: 0.00

= TOTAL DUE: 0.00

Collections

Advanced SearchSearch HistoryNEW Create NODSame-Day ReversalsUnpayAdjustSaveClearPrintClose

Tax Year

2025

Bill Number

Property ID

Property Address

Scan

SEARCH

Payments

Add New

Print Receipt

Copies1

Endorse

Total Amount Due:

\$0.00

	Tender Type	Payment Amount	Check #/AC	Refund Type	Refund Amount	
+	Cash	\$0.00			\$0.00	X
+	Check	\$0.00			\$0.00	X
+	Charge	\$0.00			\$0.00	X
= Balance:		\$0.00				

Bills in Process

Delete

Show Paid Bills

Year	Bill Number	PID	Current Due	Trans Amount	Overpay	Decal	Status	Decal Year
------	-------------	-----	-------------	--------------	---------	-------	--------	------------

Bill Summary

PAID

UNPAID

Billing Date

MM/DD/YYYY

Type	Date	Amount	Unpaid Amount
Taxes Due		\$0.00	\$0.00
- Paid		\$0.00	\$0.00
+ Interest		\$0.00	\$0.00
+ Penalty		\$0.00	\$0.00
+ GED		\$0.00	\$0.00
+ FIFA		\$0.00	\$0.00
+ Collect		\$0.00	\$0.00
+ Title		\$0.00	\$0.00
+ Mail		\$0.00	\$0.00
+ Administration		\$0.00	\$0.00
+ Advertisement		\$0.00	\$0.00
+ Late Fee 1		\$0.00	\$0.00
+ Late Fee 2		\$0.00	\$0.00
+ Late Fee 3		\$0.00	\$0.00
= Current Due		\$0.00	
- Discount		\$0.00	
= After Discount		\$0.00	



EMAIL
Licensing@gainesvillega.gov

PHONE
(770) 533-5842

OPERATING HOURS
Monday-Friday
8:00 a.m. - 5:00 p.m. ET

ADDRESS
City of Gainesville
Finance Department
300 Henry Ward Way Suite 201,
Gainesville, GA 30601

Welcome to the online access portal! We are pleased to offer our visitors access to government services online, 24 hours a day, 7 days a week.

We strive to deliver powerful e-government services and provide valuable information about our community while making your interactions with us more efficient, convenient, and interactive.

To get started, please choose one of the following portals:

BUSINESS OCCUPATION TAX PORTAL

Please proceed to the Business Occupation portal in order to perform any of the following functions:

- Submit a Business Occupation Tax Application
- Renew Business Occupation Tax Account
- Pay an outstanding balance
- Close a Business Occupation Tax Account
- Create or sign in to account profile
- Report a problem
- Request account information to be updated

If you need further assistance, you are welcome to contact us at Licensing@gainesvillega.gov or by phone at (770) 533-5842.

[Go to the Business Occupation Tax Portal →](#)

ALCOHOL PORTAL

Please proceed to the Alcohol Tax/License portal in order to perform any of the following functions:

- Print an Alcohol License Application
- File and Pay Alcohol Excise Tax
- Request to Renew Alcohol License
- Pay an outstanding balance
- Submit an Alcohol Special Event Permit
- Create or sign in to account profile
- Report a problem

If you need further assistance, you are welcome to contact us at Licensing@gainesvillega.gov or by phone at (770) 533-5842.

[Go to the Alcohol Tax & License Portal →](#)

SPECIAL EVENT PERMIT PORTAL

Please proceed to the Special Event Permit portal in order to perform any of the following functions:

- Pay an outstanding balance for permit
- Create or sign in to account profile
- Report a problem

If you need further assistance, you are welcome to contact us at Licensing@gainesvillega.gov or by phone at (770) 533-5842.

[Go to the Special Event Permit Portal →](#)

HOTEL/MOTEL EXCISE TAX PORTAL

Please proceed to the Hotel/Motel Tax portal in order to perform any of the following functions:

- File and Pay Hotel/Motel Tax Account
- Pay an outstanding balance
- Create or sign in to account profile
- Report a problem
- Request account information to be updated

If you need further assistance, you are welcome to contact us at Licensing@gainesvillega.gov or by phone at (770) 533-5842.

[Go to the Hotel/Motel Excise Tax Portal →](#)





Welcome to the online access portal! We are pleased to offer our visitors access to government services online, 24 hours a day, 7 days a week.

To get started, please select one of the online activities below:

Apply

- [Submit a Business Occupation Tax Application](#)

Start here if you are applying for a Occupational Tax Certificate in the City for the first time.

Renew

- [Renew Business Occupation Tax Account](#)

Start here to file and pay your Occupational Tax

Pay

- [Pay an outstanding balance](#)

*Start here to pay a balance due on an established account with the City. ** Please do not use this option to file a Occupational Tax Renewal ***

Request to Close

- [Close a Business Occupation Tax Account](#)

Start here if you do not plan to operate or conduct any business activity in the City.

Other

- [Create or sign In to account profile](#)
- [Report a problem](#)

Request to Update

- [Request account Information to be updated](#)

*Start here if you have an update to your account information. *If there has been a change of ownership, you will need to start a new application**

Download Forms

Form title placeholder #1 ▾

Form title placeholder #2 ▾

Form title placeholder #3 ▾

Frequently Asked Questions

What is Business Occupation Tax? ▾

What are the requirements for an Out of State Contractor? ▾

When do I need to renew my Business Occupation Tax Certificate? ▾



**THANK
YOU!**

QUESTIONS? COMMENTS?