



AGENDA

Gainesville Mayor/Council Meeting
Tuesday, March 20, 2018, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATION(S):

- A. Special Recognition of Risk Manager Joey Hancock
- B. Gainesville Fire Department 2017 Awards

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

- A. February 20, 2018 Mayor/Council Meeting
- B. February 28, 2018 Mayor/Council Meeting with Board of Education
- C. March 1, 2018 Work Session
- D. March 6, 2018 Mayor/Council Meeting

ANNEXATION/ZONING:

A. Second Reading: Ordinance 2018-07

Amend Planned Unit Development at 0 Gaines Mill Road, SE

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY AMENDING THE EXISTING PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c) ZONING ON A 85.45± ACRES TRACT LOCATED AT THE TERMINUS OF LILAC CREEK TRAIL AND SHADYLANE DRIVE, SOUTH OF GAINES MILL ROAD WITHIN THE HERITAGE POINTE SUBDIVISION (A/K/A 0 GAINES MILL ROAD, SE); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PUBLIC HEARING(S):

- A. Waste Management, RTS Landfill, Inc. Solid Waste Handling Permit

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

- A. BR-2018-16 John P. Wofford Property Acquisition (1741 Cleveland Highway)
- B. BR-2018-17 Law Firm to Represent the City in Potential Litigation Against Contributors of Opioid Addiction Crisis

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/8/2018
Presenter: Janeann Allison
Item of Business: Special Recognition of Risk Manager Joey Hancock
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to recognize Joey Hancock for the following:
Joey has received 2 certifications since coming to work with the City of Gainesville in October of 2017. He recently successfully tested for the **Associate Safety Professional** given by the Board of Certified Safety Professionals. He was also given the **Associate Safety and Health Manager** by the Institute for Safety and Health Management. He also graduated with his **Masters Degree in Occupational Safety and Health/Environmental Management** in October.

History/Background:

The difficult testing for the Associate Safety Professional assesses technical knowledge of occupational safety and health plus working knowledge of business and financial principles along with understanding of hazard analysis, accident investigation, safety audits, workers comp, product safety, environmental laws, labor relations, and more.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Janeann Allison

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

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/8/2018
Presenter: Jerome Yarbrough
Item of Business: Gainesville Fire Department 2017 Awards
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to recognize the following:

Rookie of the Year - Justin Jackson
Firefighter of the Year - Jordan Green
Officer of the Year - Russ Grizzle

Life Saving Awards:

C Shift Engine 23 Crew - Danny Pittman, Jordan Green, Drew Grier
C Shift Squad 21 Crew - Cody Rountree, Tyler Thurmond
B Shift Engine 22 and Rescue 25 Crews - Zack Nix, Courlan McQueen, Dwayne Goff, Robby Buffington, Jonathan Sutton, John Staton
A Shift Engine 21 Crew - Gary Clark, Jamie South, Shane Martin

History/Background:

Each person was selected for the outstanding award in the field that they are currently in.

Facts & Issues for Consideration:

The Department feels that each person deserves recognition for the outstanding work that they have demonstrated.

Department Recommendation:

We recommend that this become a yearly practice for appreciation for efforts put forth above and beyond the call of duty.

Department Director:

Jerome Yarbrough

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
	Rookie of the Year	Cover Memo
	Firefighter of the Year	Cover Memo
	Officer of the Year	Cover Memo
	Life Saving Engine 23 Crew	Cover Memo
	Life Saving Squad 21 Crew	Cover Memo
	Life Saving Engine 22 and Rescue 25 Crews	Cover Memo
	Life Saving Engine 21 Crew	Cover Memo

GAINESVILLE FIRE DEPARTMENT

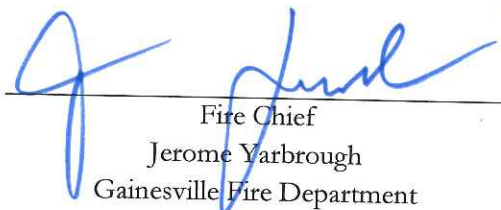
City of Gainesville

FFI/EMT Justin Jackson

HAS BEEN CHOSEN AS

Rookie of the Year

The Rookie Firefighter of the Year Award is to honor a well-rounded Firefighter who has exceeded, above and beyond, the duty requirements expected of his/her position and has demonstrated a distinct pattern of Community Service coupled with Professional Achievement.


Fire Chief
Jerome Yarbrough
Gainesville Fire Department

3/8/18

Date

GAINESVILLE FIRE DEPARTMENT

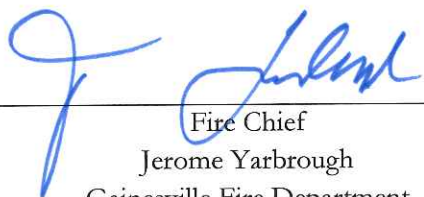
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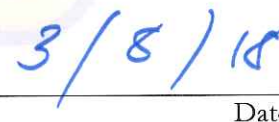
FFIII/EMT-P Jordan Green

HAS BEEN CHOSEN AS

Firefighter of the Year

This Award is given annually to a well-rounded Firefighter who has exceeded, above and beyond, the duty requirements expected of his/her position and has demonstrated a distinct pattern of Community Service coupled with Professional Achievement.


Fire Chief
Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

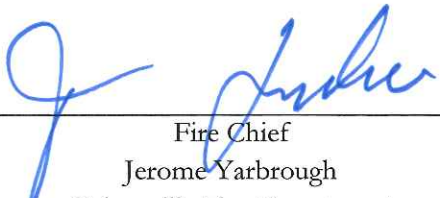
City of Gainesville

Lt./EMT Russ Grizzle

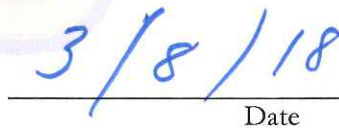
HAS BEEN CHOSEN AS

Fire Officer of the Year

This Award is given annually to a Fire Officer that demonstrates exceptional courage and devotion to duty while acting on behalf of the Department. The Fire Officer of the Year Award is to honor a well-rounded Fire Officer who has exceeded, above and beyond, the duty requirements expected of his/her position and has demonstrated a distinct pattern of Community Service coupled with Professional Achievement.



Fire Chief
Jerome Yarbrough
Gainesville Fire Department



Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

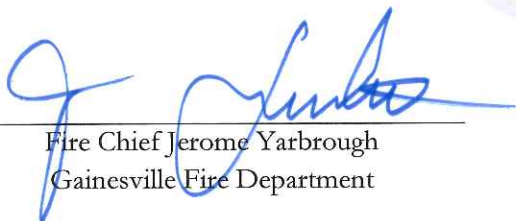
C-Shift Engine 23 Crew

Lt./EMT Danny Pittman

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.


Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

C-Shift Engine 23 Crew

FFIII/EMT-P Jordan Green

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

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Fire Chief Jerome Yarbrough
Gainesville Fire Department



Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

C-Shift Engine 23 Crew

FFII/EMT Drew Grier

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

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Fire Chief Jerome Yarbrough
Gainesville Fire Department



Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

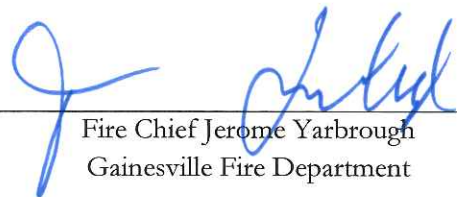
C-Shift Engine 21 Crew

FFII/EMT Cody Rountree

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

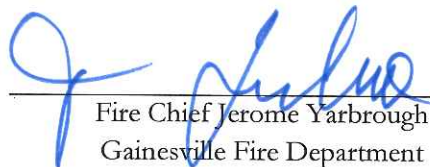
C-Shift Engine 21 Crew

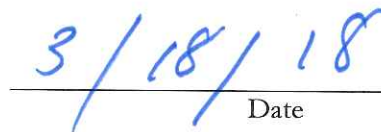
FFII/EMT Tyler Thurmond

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

B-Shift Engine 22/Rescue 25 Crew

Lt./EMT Zach Nix

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department

3/8/18
Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

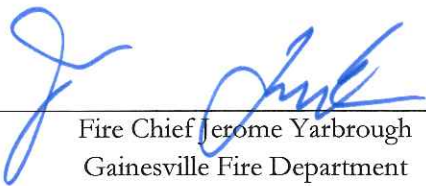
B-Shift Engine 22/Rescue 25 Crew

FFIII/EMT Courtlan McQueen

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

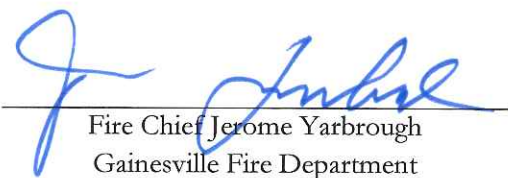
B-Shift Engine 22/Rescue 25 Crew

FFII/EMT Dwayne Goff

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

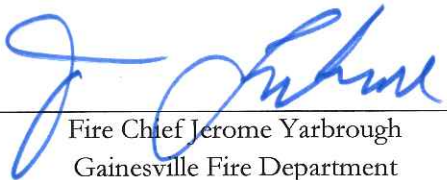
B-Shift Engine 22/Rescue 25 Crew

FFIII/EMT Robby Buffington

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

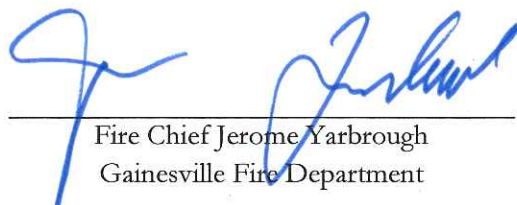
B-Shift Engine 22/Rescue 25 Crew

FFIII/EMT Jonathan Sutton

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

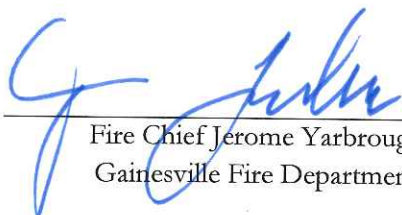
B-Shift Engine 22/Rescue 25 Crew

Capt./EMT John Staton

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

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Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

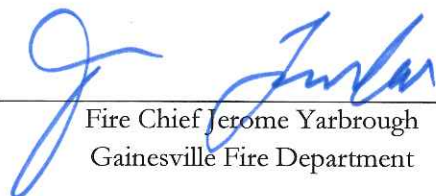
A-Shift Engine 21 Crew

Lt./EMT-P Gary Clark

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.


Fire Chief Jerome Yarbrough
Gainesville Fire Department


Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

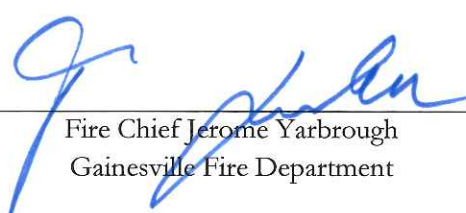
A-Shift Engine 21 Crew

FFII/EMT Jamie South

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.


Fire Chief Jerome Yarbrough
Gainesville Fire Department

3/8/12
Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

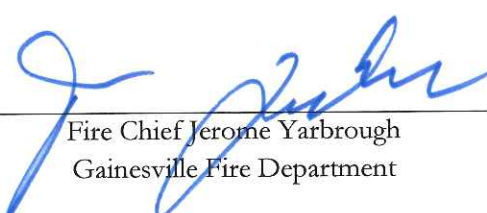
A-Shift Engine 21 Crew

FFII/EMT A. Shane Martin

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.


Fire Chief Jerome Yarbrough
Gainesville Fire Department

3/8/18
Date

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 3/20/2018

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018
Presenter: Denise Jordan
Item of Business: February 20, 2018 Mayor/Council Meeting
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes of the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018
Presenter: Denise Jordan
Item of Business: February 28, 2018 Mayor/Council Meeting with Board of Education
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes of the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney, Department Directors and the Board of Education for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018
Presenter: Denise Jordan
Item of Business: March 1, 2018 Work Session
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes of the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018
Presenter: Denise Jordan
Item of Business: March 6, 2018 Mayor/Council Meeting
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes of the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/19/2018

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance 2018-07**
Amend Planned Unit Development at 0 Gaines Mill Road, SE
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY AMENDING THE EXISTING PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c) ZONING ON A 85.45± ACRES TRACT LOCATED AT THE TERMINUS OF LILAC CREEK TRAIL AND SHADY LANE DRIVE, SOUTH OF GAINES MILL ROAD WITHIN THE HERITAGE POINTE SUBDIVISION (A/K/A 0 GAINES MILL ROAD, SE); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to hold second reading on Ordinance 2018-07. First reading was held on 3/6/18.

The applicant is proposing to amend an 85.45± acres portion of a 220± acres property known as the Heritage Pointe subdivision zoned Planned Unit Development (P-U-D). The purpose is to allow for 100 single family detached lots instead of 97 attached townhomes that were originally approved as part of the zoning in 2006 but were never constructed. The property is mostly wooded and contains a stream that traverses the property. The applicant states the aesthetics of the homes and development standards will be consistent with the existing homes within the subdivision with minimum lot sizes of 10,000 square feet, minimum lot widths of 55-feet, minimum 1,300 square foot ranch homes and minimum 1,700 square foot two-story homes.

Access will be provided by extending Lilac Creek Trail and water/sewer utilities are to be extended from within Phase 2 of the subdivision. Adjacent uses include single-family homes and undeveloped land.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance 2018-07.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 2nd Reading Ordinance 2018-07 Geosam Capital US (Atlanta), LP - Gaines Mill Road	Ordinance

First Reading: 03/06/2018
Passed: _____

AN ORDINANCE

No. 2018-07

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY AMENDING THE EXISTING PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c) ZONING ON A 85.45± ACRES TRACT LOCATED AT THE TERMINUS OF LILAC CREEK TRAIL AND SHADY LANE DRIVE, SOUTH OF GAINES MILL ROAD WITHIN THE HERITAGE POINTE SUBDIVISION (A/K/A 0 GAINES MILL ROAD, SE); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to the Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GAINESVILLE, GEORGIA AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance, the subject property containing 85.45± acres with **Planned Unit Development, with conditions (P-U-D-c)** zoning is hereby amended as follows:

Conditions

- 1. The proposed single-family homes shall be compatible with the existing single-family homes under construction within the Heritage Pointe subdivision and are to consist of a combination of brick, stone, and vinyl siding exterior facades.**
- 2. The minimum heated floor space per single-family dwelling shall be 1,300 square feet for ranch homes and 1,700 square feet for two-story homes.**
- 3. A buffer consisting of minimum 5-foot high evergreen buffer trees shall be required around all detention pond areas, per Community Development Department Director approval.**
- 4. All amenity parking areas shall be appropriately screened from the adjacent residential property. The screening is to consist of a minimum 8-foot high opaque privacy fence that is architecturally compatible with the amenity pavilion. In addition, minimum 5-foot tall Leyland Cypress trees shall be required between the fence and the residential property, as per Community Development Department approval.**
- 5. All interior roads shall meet City of Gainesville standards. Sidewalks within the remaining future phases shall be required on both sides of the road and shall be a minimum width of 5-feet.**
- 6. Any road or access improvements deemed necessary by the Gainesville Public Works Director for the scope of the project shall be the expense of the applicant/developer. The scope of the project shall be defined as the area in which the subject property fronts along Gaines Mill Road.**

ORDINANCE NO. 2018-07

Legal Description

All that tract or parcel of land lying and being in Georgia Militia District 268, in the City of Gainesville, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a ½ rebar found at state plane GPS coordinate, Northing: 1556472.96, Easting: 2416923.13;

Thence South 06°57'32" East, a distance of 294.12 feet to a point; thence South 10°34'43" East, a distance of 65.00 feet to a point; thence South 17°33'24" East, a distance of 69.21 feet to a point; thence South 26°15'21" East, a distance of 177.80 feet to a point; thence South 34°59'00" East, a distance of 88.43 feet to a point; thence South 42°15'09" East, a distance of 156.27 feet to a point; thence South 52°17'44" East, a distance of 130.00 feet to a point; thence North 37°42'16" East, a distance of 154.00 feet to a point;

Thence crossing the right-of-way of Lilac Creek Trail, North 41°38'30" East, a distance of 50.12 feet to a point; thence North 37°42'16" East, a distance of 162.54 feet to a point; thence North 52°16'20" West, a distance of 81.96 feet to a point; thence North 62°00'22" East, a distance of 187.81 feet to a point; thence South 19°17'25" East, a distance of 90.47 feet to a point; thence South 35°57'09" East, a distance of 158.44 feet to a point; thence North 87°47'44" West, a distance of 80.19 feet to a point; thence South 20°06'04" East, a distance of 330.00 feet to a point; thence North 88°13'39" East, a distance of 195.00 feet to a point; thence South 03°50'24" East, a distance of 75.00 feet to a point; thence South 49°19'46" East, a distance of 155.22 feet to a point; thence North 80°49'42" East, a distance of 160.53 feet to a point; thence South 89°24'31" East, a distance of 160.45 feet to a point; thence North 44°10'37" East, a distance of 50.08 feet to a point; thence South 54°34'57" East, a distance of 103.11 feet to a point; thence South 69°58'05" East, a distance of 159.93 feet to a point; thence North 19°33'55" East, a distance of 152.02 feet to a point;

Thence along the southerly right-of-way of Heritage Glen Drive the following courses and distances:

South 70°26'05" East, a distance of 191.42 feet to a point: with a curve tangent to the right having an arc length of 99.59 feet and a radius of 325.00 feet, with a chord bearing South 61°39'23" East and a chord length of 99.20 feet, to a point;

Thence leaving said right-of-way of Heritage Glen Drive, South 50°32'44" West, a distance of 141.57 feet to a point; thence South 36°53'18" East, a distance of 259.17 feet to a point; thence South 39°19'15" East, a distance of 67.40 feet to a point; thence South 48°31'43" East, a distance of 83.68 feet to a point; thence South 48°31'43" East, a distance of 82.36 feet to a point; thence South 55°31'27" East, a distance of 87.83 feet to a point; thence South 60°31'12" East, a distance of 204.85 feet to a point; thence South 63°35'12" East, a distance of 21.77 feet to a point; thence North 85°33'25" East, a distance of 196.45 feet to a point; thence North 26°05'31" East, a distance of 207.79 feet to a point; thence South 15°11'40" East, a distance of 291.85 feet to a 1" crimped top pipe found; thence South 74°45'47" West, a distance of 2831.45 feet to a ½" rebar found; thence North 14°34'01" West, a distance of 1430.47 feet to a ½" open top pipe; thence North 14°49'16" West, a distance of 1317.14 feet to an axle found; thence North 72°30'04" East, a distance of 357.07 feet to a ½" rebar found;

Thence along the south easterly right-of-way of Shady Lane Drive the following courses and distances:

ORDINANCE NO. 2018-07

South 58°13'56" East, a distance of 40.00 feet; thence North 31°46'01" East, a distance of 5.61 feet to a point; with a curve tangent to the left having an arc length of 138.11 feet and a radius of 124.06 feet, with a chord bearing North 00°07'33" west and a chord length of 131.09 feet, to a point; thence North 32°01'10" West, a distance of 15.25 feet to a ½" rebar found;

Thence leaving said right-of-way of Shady Lane Drive, North 80°31'05" East, a distance of 230.96 feet to a ½" rebar found; thence South 31°07'18" West, a distance of 208.70 feet to a point; thence South 10°21'37" West, a distance of 109.79 feet to a point; thence South 01°56'45" West, a distance of 65.01 feet to a ½" rebar found. Said ½" rebar being the POINT OF BEGINNING.

Said property Contains 85.448 AC, more or less.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5 thereof.

SECTION V.

The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., 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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/18/2018
Presenter: John Workman, Waste Management
Item of Business: Waste Management, RTS Landfill, Inc. Solid Waste Handling Permit
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to allow Waste Management to hold a Public Hearing to receive citizen input regarding the State's issuance of a solid waste handling permit at the RTS Landfill on Monroe Drive in Gainesville. This involves a modification to consolidate waste disposal by reducing the landfill size by 12.5 acres.

History/Background:

Facts & Issues for Consideration:

Waste Management will complete the requirements set forth in O.C.G.A. 12-8-24(d) of the Georgia Comprehensive Solid Management Act for holding a public hearing regarding the issuance of a Solid Waste Handling Permit by the Georgia Department of Natural Resources Environmental Protection Division for a solid waste disposal operation known as the RTS Landfill, Inc. Construction and Demolition Landfill Proposed Major Modification Vertical Expansion. The facility is located at 2575 Monroe Drive, Gainesville, Georgia 30507.

Department Recommendation:

Department Director:

Bryan Lackey

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

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

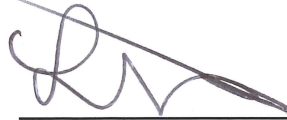
Description	Type
☐ Publishers Affidavit and Public Notice AD#68626	Legal Ad
☐ Proposed Permit Modification Figure	Backup Material

AFFIDAVIT OF PUBLICATION

State of Georgia
County of Hall

Personally appeared before the undersigned, Megan Lewis, who having been duly sworn, on oath, says that she is the Classified Inside Sales Representative of THE TIMES, and that the Advertisement was Published in THE TIMES:

Ad# 68626
Public Hearings
Solid Waste Handling Permit
Published: 2/15/2018



Megan Lewis, Affiant

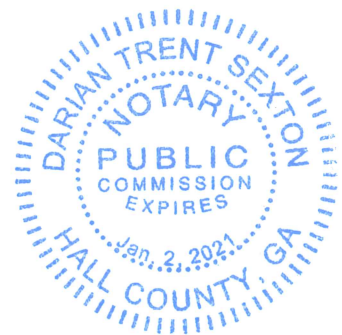
Verified 13

Sworn to and Subscribed before me

This 16th day of February, 2018



Notary Public (Darian Trent Sexton)



Notice is hereby given that GRACIELA GUADALUPE VASQUEZ ARROYO, the named Petitioner has filed a Petition in the Superior Court of Hall County, Georgia on the 6th day of February, 2018, requesting for a change in the name of petitioner from GRACIELA GUADALUPE VASQUEZ ARROYO to GRACIELA GUADALUPE VASQUEZ RODRIGUEZ. Notice is hereby given pursuant to O.C.G.A 19-12-1 to any interested or affected party to appear in said Court and to file objections to such name change. Objection must be filed with said Court within thirty (30) days of the filing of said petition and served upon counsel for petitioner listed below. This the 6th day of February, 2018. Graciela Guadalupe Vasquez Arroyo Inez Grant Attorney for Petitioner GA Bar No. 202970 Gillsville Law LLC PO Box 246 Gillsville, GA 30543 inez@gillsvillelaw.com 68557 2/8, 15, 22, 3/1

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA IN Re: LUIS EDUARDO TOVAR, Minor Child(ren) Civil Action File No. 2018CV133B NOTICE OF PETITION TO CHANGE NAME HALL COUNTY

Notice is hereby given that Liliana Padilla, the undersigned, filed this petition to the Superior Court of Hall County, Georgia on the 29th day of January, 2018, praying for a change in the name of minor child(ren) from LUIS EDUARDO TOVAR to EDUARDO PADILLA.

Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition. This 29th day of January, 2018, Liliana Padilla Petitioner pro se 68318 2/1, 8, 15, 22

SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA In re the Name Change of Child(ren): LUKE JOSEPH OUSLEY

KATHLEEN MARIE KORAB LENHARDT, Petitioner. vs. STEPHEN JOSEPH OUSLEY, Respondent Civil Action Case No: 2018CV124A

NOTICE OF PETITION TO CHANGE NAME(S) OF MINOR CHILD(REN) KATHLEEN MARIE KORAB LENHARDT filed a petition in the Superior Court of Hall County on January 26th, 2018 to change the name(s) of the following minor child(ren) from: LUKE JOSEPH OUSLEY to: LUKE JOSEPH LENHARDT OUSLEY. Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA 19-12-1(f)(2) and (3). Dated: 1/26/18 68273 2/1, 8, 15, 22

SUPERIOR COURT OF HALL COUNTY

change the name from: LUZ ROCIO ODUM to LUZ ROCIO MARTINEZ. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: 02-09-2018 68693 2/15, 22, 3/1, 8

SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA IN re the Name Change of: Mary J. Robinson, Petitioner. Civil Action Case Number: 2018CV149W NOTICE OF PETITION TO CHANGE NAME OF ADULT Mary J. Robinson filed a petition in the Superior Court of Hall County on 1/8/2018 to change the name from: MARY J ROBINSON to JOY WHITE ROBINSON. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: 1-31-18 68393 2/8, 15, 22, 3/1

SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA IN re the Name Change of: MEGAN BRICKNER, Petitioner. Civil Action Case Number: 2018CV219W NOTICE OF PETITION TO CHANGE NAME OF ADULT MEGAN J. BRICKNER filed a petition in the Superior Court of Hall County on February 12th, 2018, to change the name from: MEGAN JOSEPHINE BRICKNER to GREY JOSEPHINE BRICKNER. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: February 12, 2018. 68696 2/15, 22, 3/1, 8

SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA IN re the Name Change of: RICHARD MARCUS CAMBRON, Petitioner. Civil Action Case Number: 2018CV128B NOTICE OF PETITION TO CHANGE NAME OF ADULT RICHARD MARCUS CAMBRON filed a petition in the Superior Court of Hall County on 1/29/2018 to change the name from: RICHARD MARCUS CAMBRON to RICHARD MARCUS GALLIMORE. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: 01/29/2018 68294 2/1, 8, 15, 22

THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA CORRINE DAVIS BAXTER, Petitioner, v. RICHARD ALAN DAVIS, Respondent. CIVIL ACTION FILE NO. 2017CV2241W NOTICE OF PUBLICATION On November 28, 2017, Corrine Davis Baxter filed a Petition to Change Name in the Superior Court of Hall County to change her minor child's name from Braden Tyler Davis to Braden Tyler Davis Baxter. Any interested or affected party has the right to appear and file objections. Dated: February 13, 2018. Joseph E. Cheeley, III Attorney for Petitioner

purpose of the hearing is to receive citizen input on proposed modifications to the existing construction and demolition debris landfill. The hearing will be held on Tuesday, March 20, 2018 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway, Gainesville, Georgia 30501. 68626 2/15

Public Sales/Auctions

Notice of Lien Sale Unit No: B140 Name: MATTHEW CONOVER (Household and miscellaneous items) Address: 5565 POPLAR PLACE BUFORD, GEORGIA 30518

Unit No: B19/35/ B149/B164/B177/B233 (Household and miscellaneous items) Name: JACQUELINE STEPHENS Address: 479 WEST PARKS DRIVE BUFORD, GEORGIA 30518

Unit No: B239/244 12 CAR (Household and miscellaneous items) Name: CHUCK BENNETT Address: 4719 CHERRYWOOD CIRCLE BUFORD, GEORGIA 30518

General description of goods: Household and miscellaneous items

LIEN SALE WILL BE HELD Date: FEBRUARY 16, 2018 TIME: 10:00 AM FIRST PLACE SELF-STORAGE 912 GAINESVILLE HWY BUFORD GA 30518 68494 2/8, 15

NOTICE OF PUBLIC SALE IN ACCORDANCE WITH THE GEORGIA SELF STORAGE FACILITY ACT 10-4-213, the following units will be auctioned off to the highest bidder on Saturday, March 10, 2018 at 10:00AM, at Xtra Space Self Storage, LLC., located at 5924 Cleveland Highway, Clermont, GA, 30527, (770) 983-9992. The owner reserves the right to set minimum bids, and/or reject bids, or withdraw units from the sale. The entire contents of each unit are sold for cash only. All contents must be removed within 24 hours of sale.

Unit 557 Charles Smith - Furniture, boxes, household goods, sporting goods, tools Unit 609 Christina Crumb - Furniture, boxes Unit 527 Christopher Watkins - Household goods, suitcases Unit 417 Cody Shane Turner - Furniture, boxes, sporting goods, tools Unit 317 Renee Beatty - Furniture, boxes, household goods, sporting goods, tools Unit 606 Lamar Gerrells - Suitcases, documents, tools Unit 303 Kathy Couch - Boxes, household goods Unit 407 Walter Newell - Furniture, boxes, household goods Unit 628 Chase Smith - Furniture, boxes, household goods Unit 517 Jonathan Holman - Furniture, boxes, household goods Unit 325 Anthony Dorsey - Furniture, boxes, household goods

any: FEBRUARY 15, 2018 TO WHOM IT MAY CONCERN: The conservator of the above estate has applied for Discharge from said trust. This is to notify the above interested parties to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 225 Green Street, Gainesville, Georgia 30501 on or before 10:00 A.M., MARCH 6TH, 2017, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing. Patty Walters Laine, Probate Judge By: Probate Clerk/Deputy Clerk 225 Green St., Gainesville, GA 30501. 770-531-6924 68392 2/15

CITATION PROBATE COURT OF HALL COUNTY RE: Estate of REBECCA FOX, FORMER MINOR Date of Publication, if any: FEBRUARY 15TH, 2018 TO WHOM IT MAY CONCERN AND: The conservator of the above estate has applied for Discharge from said trust. This is to notify the above interested parties to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 225 Green Street, Gainesville, Georgia 30501 on or before 10:00 A.M., APRIL 2ND, 2018, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing. Patty Walters Laine, Probate Judge By: SHERMONTE CARLEY Probate Clerk / Deputy Clerk 225 Green St., Suite 1000 Gainesville, GA 30501 770-531-6923 67928 2/8, 15, 22, 3/1

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF ERNEST C. KING, DECEASED ESTATE NO. E-18-008 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT The petition of ELIZABETH HEWELL, for a year's support from the estate of ERNEST C. KING, deceased, for decedent's (surviving spouse), having been duly field all interested persons are hereby notified to show cause, if any they have, on or before 10 AM, MARCH 5TH, 2018, 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 pleadings / objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings / objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number 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. Patty Walters Laine Probate Judge By: SHERMONTE CARLEY Probate Clerk / Deputy Clerk 225 Green St., Suite 1000 Gainesville, GA 30501 770-531-6923 67928 2/8, 15, 22, 3/1

IN THE PROBATE COURT

days after this notice is mailed, or ten (10) days after this notice is personally served upon you, or ten (10) days after the second publication of this notice if you are served by publication. All pleadings must be signed before a notary public or Georgia probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. ***NOTE: If a natural guardian files an objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioner as guardian, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing. Patty Walters Laine Probate Judge By: TYESHEL BROWN Probate Clerk/Deputy Clerk 225 Green Street Gainesville, GA 30501 770-533-7827 68522 2/8, 15

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF ERNEST C. KING, DECEASED ESTATE NO. E-18-008 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF JERRY ELSON PECK, DECEASED ESTATE NO. E-17-674 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: JANIE P. PECK has petitioned for (Letters of Administration) to be appointed Administrator(s) of the estate of JERRY ELSON PECK, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. 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 at the following address/telephone number 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. Patty Walters Laine Probate Judge CRISTINA M. ESCOCHEA CLERK/DEPUTY CLERK OF THE PROBATE COURT 225 Green St., Suite 1000, Gainesville, GA 30501 770-533-7828 68517 2/8, 15, 22, 3/1

IN THE PROBATE COURT

indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

Patty Walters Laine Judge of the Probate Court CRISTINA M. ESCOCHEA Probate Clerk/Deputy Clerk 225 Green St., Suite 1000, Gainesville, GA 30501 770-533-7828 68520 2/8, 15, 22, 3/1

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF JERRY ELSON PECK, DECEASED ESTATE NO. E-17-674 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: JANIE P. PECK has petitioned for (Letters of Administration) to be appointed Administrator(s) of the estate of JERRY ELSON PECK, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. 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 at the following address/telephone number 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. Patty Walters Laine Probate Judge CRISTINA M. ESCOCHEA CLERK/DEPUTY CLERK OF THE PROBATE COURT 225 Green St., Suite 1000, Gainesville, GA 30501 770-533-7828 68517 2/8, 15, 22, 3/1

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF SHELLEY MELISSA WORDEN, DECEASED ESTATE NO. E-17-900 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: MARTHA WORDEN WIEGAND has petitioned to be appointed Administrator(s) of the estate of SHELLEY MELISSA WORDEN, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. BE NOTIFIED FURTHER: All objections to the

OF THE PROBATE COURT 225 Green St., Suite 1000, Gainesville, GA 30501 770-531-6923 68112 2/8, 15, 22, 3/1

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF ROSIE MAE RIDER, DECEASED ESTATE NO. E-18-027 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: MELANIE SCHEREE WINKLES has petitioned for (Letters of Administration) to be appointed Administrator(s) of the estate of ROSIE MAE RIDER, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. 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 at the following address/telephone number 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. Patty Walters Laine Probate Judge CRISTINA M. ESCOCHEA CLERK/DEPUTY CLERK OF THE PROBATE COURT 225 Green St., Suite 1000, Gainesville, GA 30501 770-533-7828 68517 2/8, 15, 22, 3/1

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF SHELLEY MELISSA WORDEN, DECEASED ESTATE NO. E-17-900 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: MARTHA WORDEN WIEGAND has petitioned to be appointed Administrator(s) of the estate of SHELLEY MELISSA WORDEN, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. BE NOTIFIED FURTHER: All objections to the

IN THE PROBATE COURT COUNTY OF HALL STATE OF GEORGIA IN RE: ESTATE OF SHELLEY MELISSA WORDEN, DECEASED ESTATE NO. E-17-900 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: WHOM IT MAY CONCERN: MARTHA WORDEN WIEGAND has petitioned to be appointed Administrator(s) of the estate of SHELLEY MELISSA WORDEN, deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. 53-12-261.) All interested parties 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 MARCH 5TH, 2018. BE NOTIFIED FURTHER: All objections to the

IN THE SUPERIOR COURT
OF HALL COUNTY
STATE OF GEORGIA
IN Re: LUIS EDUARDO
TOVAR,
Minor Child(ren)
Civil Action File No.
2018CV133B
NOTICE OF PETITION TO
CHANGE NAME
GEORGIA, HALL
COUNTY

Notice is hereby given
that Liliana Padilla, the
undersigned, filed this
petition to the Superior
Court of Hall County,
Georgia on the 29th
day of January, 2018,
praying for a change
in the name of minor
child(ren) from LUIS
EDUARDO TOVAR to
EDUARDO PADILLA.

Notice is hereby given
pursuant to law to any
interested or affected
party to appear in
said Court and to file
objections to such name
change. Objections
must be filed with said
Court within 30 days of
the filing of said petition.
This 29th day of January,
2018,
Liliana Padilla
Petitioner pro se
68318 2/1, 8, 15, 22

SUPERIOR COURT OF
HALL COUNTY
STATE OF GEORGIA
In re the Name Change
of Child(ren):
LUKE JOSEPH OUSLEY

KATHLEEN MARIE
KORAB LENHARDT,
Petitioner.
vs.
STEPHEN JOSEPH
OUSLEY,
Respondent
Civil Action Case No:
2018CV124A

NOTICE OF PETITION TO
CHANGE NAME(S) OF
MINOR CHILD(REN)
KATHLEEN MARIE
KORAB LENHARDT filed
a petition in the Superior
Court of Hall County
on January 26th, 2018
to change the name(s)
of the following minor
child(ren) from:
LUKE JOSEPH OUSLEY
to LUKE JOSEPH
LENHARDT OUSLEY.
Any interested party
has the right to appear
in this case and file
objections within the
time prescribed in OCGA
19-12-1(f)(2) and (3).
Dated: 1/26/18
68273 2/1, 8, 15, 22

SUPERIOR COURT OF
HALL COUNTY
STATE OF GEORGIA
IN re the Name Change
of: HAROLD M. WEBER,
Petitioner.
Civil Action Case
Number: 2018CV222J
NOTICE OF PETITION
TO CHANGE NAME OF
ADULT
HAROLD M. WEBER filed
a petition in the Superior
Court of Hall County on
February 13th, 2018, to
change the name from:
HAROLD M. SYPHER to
HAROLD M. WEBER. Any
interested party has the
right to appear in this
case and file objections
within 30 days after the
Petition was filed.
Dated: 2-12-18
68739 2/15, 22, 3/1, 8

SUPERIOR COURT OF
HALL COUNTY
STATE OF GEORGIA
IN re the Name Change
of: LUZ ROCIO ODUM,
Petitioner.
Civil Action Case
Number: 2018CV201W
NOTICE OF PETITION
TO CHANGE NAME OF
ADULT
Luz Rocio Odum filed a
petition in the Superior
Court of Hall County on
February 9th, 2018, to

of: MEGAN BRICKNER,
Petitioner.
Civil Action Case
Number: 2018CV219W
NOTICE OF PETITION
TO CHANGE NAME OF
ADULT
MEGAN J. BRICKNER
filed a petition in the
Superior Court of Hall
County on February
12th, 2018, to change
the name from: MEGAN
JOSEPHINE BRICKNER
to GREY JOSEPHINE
BRICKNER. Any
interested party has the
right to appear in this
case and file objections
within 30 days after the
Petition was filed.
Dated: February 12,
2018.
68696 2/15, 22, 3/1, 8

SUPERIOR COURT OF
HALL COUNTY
STATE OF GEORGIA
IN re the Name Change
of: RICHARD MARCUS
CAMBRON,
Petitioner.
Civil Action Case
Number: 2018CV128B
NOTICE OF PETITION
TO CHANGE NAME OF
ADULT
RICHARD MARCUS
CAMBRON filed a
petition in the Superior
Court of Hall County on
1/29/2018 to change the
name from: RICHARD
MARCUS CAMBRON
to RICHARD MARCUS
GALLIMORE. Any
interested party has the
right to appear in this
case and file objections
within 30 days after the
Petition was filed.
Dated: 01/29/2018
68294 2/1, 8, 15, 22

THE SUPERIOR COURT
OF HALL COUNTY
STATE OF GEORGIA
CORRINE DAVIS BAXTER,
Petitioner,
v.
RICHARD ALAN DAVIS,
Respondent.
CIVIL ACTION FILE NO.
2017CV2241W
NOTICE OF PUBLICATION
On November 28,
2017, Corrine Davis
Baxter filed a Petition
to Change Name in the
Superior Court of
Hall County to change
her minor child's name
from Braden Tyler Davis
to Braden Tyler Davis
Baxter. Any interested
or affected party has the
right to appear and file
objections.
Dated: February 13,
2018.
Joseph E. Cheeley, III
Attorney for Petitioner
#122725
Joseph E. Cheeley, III, PC
1400 Buford Highway,
Suite E-3
Buford, GA 30518-8726
68749 2/15, 22, 3/1, 8

Public Hearings

PUBLIC NOTICE

In accordance with
O.C.G.A. § 12-8-
24(d) of the Georgia
Comprehensive Solid
Waste Management
Act, public notice is
hereby given that the
governing body of the
City of Gainesville will
hold a public hearing
regarding the issuance
of a Solid Waste
Handling Permit by the
Georgia Department of
Environmental
Protection Division for
a solid waste disposal
operation known as the
RTS Landfill, Inc.
Construction and
Demolition Landfill
Proposed Major
Modification Vertical
Expansion. The facility is
located at 2575 Monroe
Drive, Gainesville,
Georgia 30507. The

Unit No: B239/244 12
CAR (Household and
miscellaneous items)
Name: CHUCK BENNETT
Address: 4719
CHERRYWOOD CIRCLE
BUFORD, GEORGIA
30518

General description of
goods: Household and
miscellaneous items

LIEN SALE WILL BE HELD
Date: FEBRUARY 16,
2018 TIME: 10:00 AM
FIRST PLACE SELF-
STORAGE
912 GAINESVILLE HWY
BUFORD GA 30518
68494 2/8, 15

NOTICE OF PUBLIC SALE
IN ACCORDANCE WITH
THE GEORGIA SELF
STORAGE FACILITY ACT
10-4-213, the following
units will be auctioned
off to the highest bidder
on Saturday, March 10,
2018 at 10:00AM, at
Xtra Space Self Storage,
LLC., located at 5924
Cleveland Highway,
Clermont, GA, 30527,
(770) 983-9992. The
owner reserves the right
to set minimum bids,
and/or reject bids, or
withdraw units from the
sale. The entire contents
of each unit are sold for
cash only. All contents
must be removed within
24 hours of sale.

Unit 557 Charles Smith
- Furniture, boxes,
household goods,
sporting goods, tools
Unit 609 Christina
Crumb - Furniture, boxes
Unit 527 Christopher
Watkins - Household
goods, suitcases
Unit 417 Cody Shane
Turner - Furniture,
boxes, sporting goods,
tools
Unit 317 Renee Beatty
- Furniture, boxes,
household goods,
sporting goods, tools
Unit 606 Lamar Gerrells
- Suitcases, documents,
tools
Unit 303 Kathy Couch -
Boxes, household goods
Unit 407 Walter Newell
- Furniture, boxes,
household goods
Unit 628 Chase Smith
- Furniture, boxes,
household goods
Unit 517 Jonathan
Holman - Furniture,
boxes, household goods
Unit 325 Anthony
Dorsey - Furniture,
boxes, household
goods, tools
68708 2/15, 22

NOTICE SALE

There will be sold at
public auction to the
highest bidder for
cash, at Store-More
Self Storage, 3558
Atlanta Hwy., Flowery
Branch, GA 30542 on
Monday, February
26th, 2018 at 1:00 pm
to foreclosure and
satisfy warehouseman's
lien covering storage,
as indicated on the
personal and household
goods of the following:

Jason & Stephanie
Williams
Unit #829
Unit #505
Unit #625
Carroll Wright
Unit #3208
Bill Haley
Unit #610
68705 2/15, 22

Probate Notices

CITATION
PROBATE COURT OF
HALL COUNTY
RE: Estate of KARIS HALL,
Former Minor
Date of Publication, if

filed, a hearing will be
scheduled for a later
date. If no objections are
filed, the petition may
be granted without a
hearing.
Patty Walters Laine,
Probate Judge
By:
Probate Clerk/Deputy
Clerk
225 Green St.,
Gainesville, GA 30501.
770-531-6924
68392 2/15

CITATION
PROBATE COURT OF
HALL COUNTY
RE: Estate of REBECCA
FOX, FORMER MINOR
Date of Publication, if
any: FEBRUARY 15TH,
2018

TO WHOM IT MAY
CONCERN AND:
The conservator of the
above estate has applied
for Discharge from said
trust. This is to notify
the above interested
parties to show cause,
if any they can, why
said conservator should
not be discharged from
office and liability. All
objections must be in
writing, setting forth
the grounds of any such
objections, and filed
with the above Probate
Court, 225 Green Street,
Gainesville, Georgia
30501 on or before
10:00 A.M., APRIL 2ND,
2018, said date being
more than 30 days from
the date of publication,
or if personally served,
then 10 days from the
date of such service.
All pleadings must be
signed before a notary
public or probate court
clerk, and filing fees
must be tendered with
your pleadings, unless
you qualify to file as an
indigent party. Contact
probate court personnel
at the below address/
telephone number for
the required amount of
filing fees.

If any objections are
filed, a hearing will be
scheduled for a later
date. If no objections are
filed, the petition may
be granted without a
hearing.
Patty Walters Laine,
Probate Judge
By: KATIE CUTRER
Probate Clerk/Deputy
Clerk
225 Green St.,
Gainesville, GA 30501.
770-531-6925
68110 2/15

IN THE PROBATE COURT
COUNTY OF HALL
STATE OF GEORGIA
IN RE: ESTATE OF
MARIA FAITH PALMER,
MINOR
ESTATE NO. GM-17-822
NOTICE

Date of Mailing, if any
N/A
Date of second
publication, if any
FEBRUARY 15, 2018
To: AMANDA COLEY
A/K/A AMANDA PALMER
AND AMANDA TRIMMER
AND JAMES FREEMAN
PALMER, MOTHER AND
FATHER OF MARIA FAITH
PALMER

You are hereby notified
that JUANITA DENISE
SHOCKLEY has filed a
Petition seeking to be
appointed temporary
guardian(s) of the
above-named minor.
All objections to the
Petition described
above either to the
appointment of a
temporary guardian or
the appointment of the
petitioner as temporary
guardians, must be in
writing, setting forth
the grounds of any such
objections, and must be
filed with the Court no
later than fourteen (14)

Probate Judge
By: TYESHE L. BROWN
Probate Clerk/Deputy
Clerk
225 Green Street
Gainesville, GA 30501
770-533-7827
68522 2/8, 15

IN THE PROBATE COURT
COUNTY OF HALL
STATE OF GEORGIA
IN RE: ESTATE OF ERNEST
C. KING, DECEASED
ESTATE NO. E-18-008
NOTICE OF PETITION
TO FILE FOR YEAR'S
SUPPORT

The petition of
ELIZABETH HEWELL, for
a year's support from
the estate of ERNEST
C. KING, deceased, for
decendent's (surviving
spouse), having been
duly field all interested
persons are hereby
notified to show cause,
if any they have, on or
before 10 AM, MARCH
5TH, 2018, 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
pleadings / objections
must be signed before a
notary public or before
a probate court clerk,
and filing fees must
be tendered with your
pleadings / objections,
unless you qualify
to file as an indigent
party. Contact probate
court personnel at the
following address/
telephone number 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.

Patty Walters Laine
Probate Judge
By : SHERMONTE
CARLEY
Probate Clerk / Deputy
Clerk
225 Green St., Suite 1000
Gainesville, GA 30501
770-531-6923
67928 2/8, 15, 22, 3/1

IN THE PROBATE COURT
OF HALL COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
ROBERT B. ROUSE,
DECEASED
ESTATE NO: E-17-308
PETITION BY PERSONAL
REPRESENTATIVE FOR
WAIVER OF BOND AND/
OR GRANT OF CERTAIN
POWERS
NOTICE

CAROLYN ROUSE has
petitioned for waiver
of bond and/or for the
grant of certain powers
contained in O.C.G.A.
53-12-261 in regard
to the above estate.
All interested parties
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 10:00AM, MARCH
5TH, 2018.

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 petition may
be granted without a
hearing.

PECK, deceased, of said
County. (The Petitioner
has also applied for
waiver of bond and/
or grant of certain
powers contained in
O.C.G.A. 53-12-261.)
All interested parties
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 MARCH
5TH, 2018.

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
at the following
address/telephone
number 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.

Patty Walters Laine,
Probate Judge
CRISTINA M. ESCOCHEA
CLERK/DEPUTY CLERK
OF THE PROBATE COURT
225 Green St., Suite
1000, Gainesville, GA
30501
770-533-7828
68516 2/8, 15, 22, 3/1

IN THE PROBATE COURT
COUNTY OF HALL
STATE OF GEORGIA
IN RE: ESTATE OF
MARY LOUISE BEALL,
DECEASED
ESTATE NO. E-18-005
NOTICE
IN RE: The Petition to
Probate Will in Solemn
Form in the above-
referenced estate
having been duly filed,
NOTICE

To: Whom it may
concern:
DAVID M. BEALL has
petitioned for waiver
of bond or for the
grant of certain powers
contained in O.C.G.A.
53-12-261 in regard
to the above estate.
All interested parties
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 a.m.
March 2nd, 2018.

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 petition may
be granted without a
hearing.

Patty Walters Laine
Probate Judge
SHERMONTE CARLEY
CLERK/DEPUTY CLERK

with the Court on or
before 10:00 am MARCH
5TH, 2018.
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
at the following
address/telephone
number 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.

Patty Walters Laine
Probate Judge
CRISTINA M. ESCOCHEA
CLERK/DEPUTY CLERK
OF THE PROBATE COURT
225 Green St., Suite
1000, Gainesville, GA
30501
770-533-7828
68517 2/8, 15, 22, 3/1
IN THE PROBATE COURT
COUNTY OF HALL
STATE OF GEORGIA
IN RE: ESTATE OF
SHELLEY MELISSA
WORDEN,
DECEASED
ESTATE NO. E-17-900
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE

TO: WHOM IT MAY
CONCERN:
MARTHA WORDEN
WIEGAND has petitioned
to be appointed
Administrator(s) of
the estate of SHELLEY
MELISSA WORDEN,
deceased, of said
County. (The Petitioner
has also applied for
waiver of bond and/
or grant of certain
powers contained in
O.C.G.A. 53-12-261.)
All interested parties
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 MARCH
5TH, 2018.

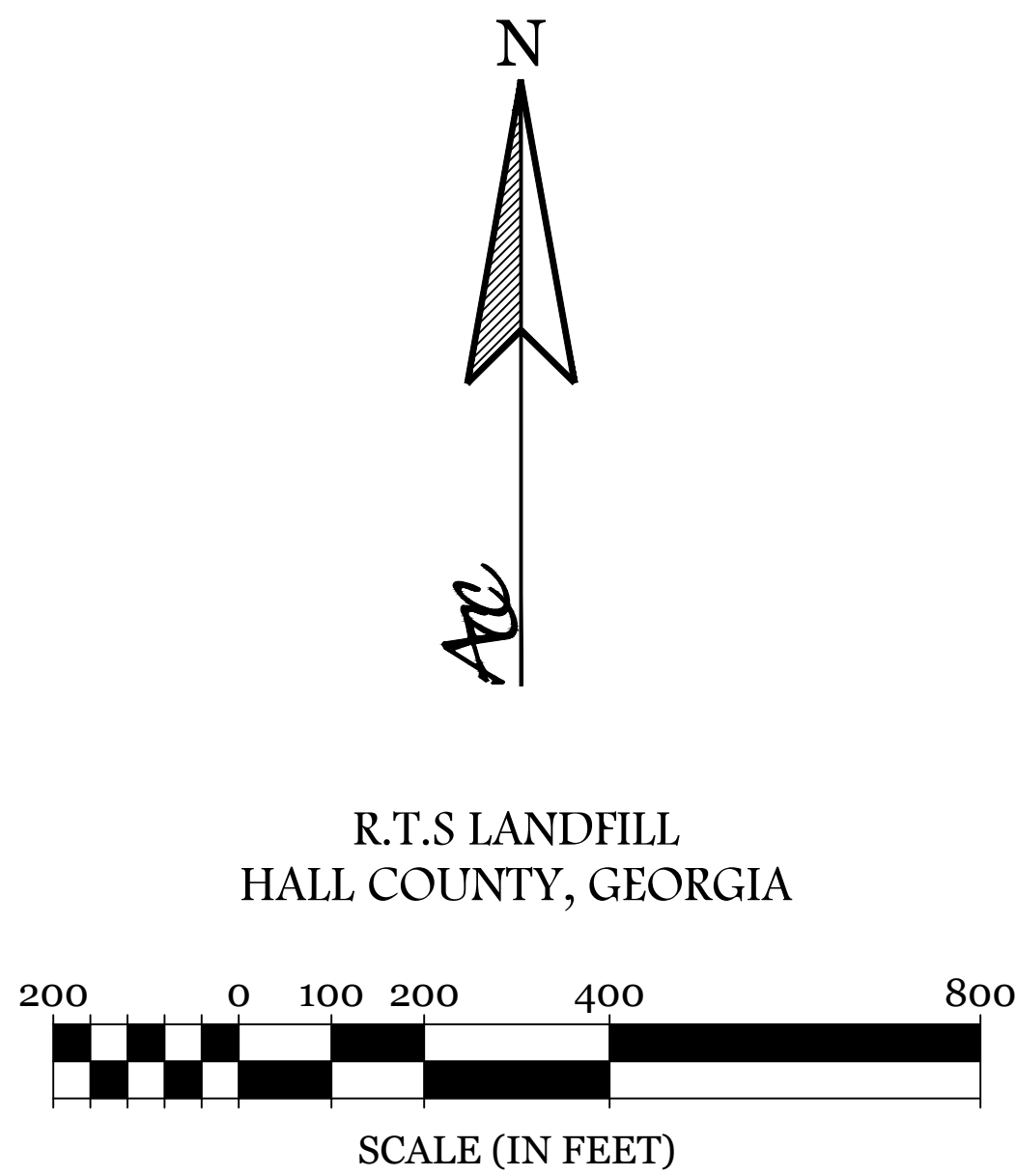
BE NOTIFIED FURTHER:
All objections to the
Petition must be in
writing, setting forth
the grounds of any
such objections. All
objections should
be sworn to before a
notary public or before
a Probate Court Clerk,
and filing fees must
be tendered with your
objections, unless you
qualify to file as an
indigent party. Contact
probate court personnel
at the following
address/telephone
number 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.

Patty Walters Laine
Probate Judge
CRISTINA M. ESCOCHEA
CLERK/DEPUTY CLERK
OF THE PROBATE COURT
225 Green St., Suite
1000, Gainesville, GA
30501
770-533-7828
67929 2/8, 15, 22, 3/1

PROPOSED PERMIT MODIFICATIONS
R.T.S. LANDFILL



LANDFILL FOOTPRINT	
PERMITTED FOOTPRINT	50 A.C.
PROPOSED FOOTPRINT	38 A.C.



CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/15/2018
Presenter: Abb Hayes
Item of Business: BR-2018-16 John P. Wofford Property Acquisition (1741 Cleveland Highway)
Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this request is to adopt and ratify a Commercial Purchase and Sale Agreement with John P. Wofford.

History/Background:

Facts & Issues for Consideration:

The transaction has a retroactive effective date of February 12, 2018.

Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2018-16 Wofford Property Acquisition	Resolution
☐ Commercial Purchase and Sale Agreement	Contract/Agreement/MOU

RESOLUTION BR-2018-16

**John P. Wofford Property Acquisition
(1741 Cleveland Highway)**

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to provide fire services for the protection and safety of the public; and

WHEREAS, the property owned by John P. Wofford, located on Cleveland Highway, as more particularly described in Exhibit "A" to the Commercial Purchase and Sale Agreement described below, is seen as a vital link to facilitate the continued provision of fire services to the public by the construction of a fire station on said property; and

WHEREAS, the governing body for the City desires to purchase said property.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt and ratify the Commercial Purchase and Sale Agreement between the City of Gainesville and John P. Wofford with an effective date of February 12, 2018, and does hereby authorize the purchase of the property owned by John P. Wofford and directs the Mayor, the City Manager and the City Attorney to execute the Commercial Purchase and Sale Agreement with John P. Wofford, as well as all other such documents and agreements that may be necessary to complete the closing of the purchase of the property.

Adopted this _____ day of _____, 2018.

C. Danny Dunagan, Jr., 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:

Denise O. Jordan, City Clerk

COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date: 02/07/2018



2018 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 1741 Cleveland Highway
 City Gainesville County Hall Georgia, Zip Code 30501
 MLS Number. _____ Tax Parcel I.D. Number: 00093 001014

b. Legal Description: The legal description of the Property is (select one of the following below):
☒ (1) attached as an exhibit hereto.
☐ (2) the same as described in Deed Book _____, Page _____ of the land records of the above county. OR
☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, _____ of _____ Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____ et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.
 \$ 525,000.00

3. Closing Costs.
 Seller's Contribution at Closing: \$ 0
 b. Seller Retains Possession of Property Through: 09/02/2018

4. Closing and Possession.
 a. Closing Date: 03/23/2018

5. Holder of Earnest Money ("Holder").
N/A

6. Closing Attorney/Law Firm.
Hulseley Oliver Mahar

7. Earnest Money. Earnest Money shall be paid by ☐ check ☒ cash or ☐ wire transfer of immediately available funds as follows:
☒ a. \$ \$1.00 as of the Offer Date.
☐ b. \$ 0 within _____ days from the Binding Agreement Date.
☐ c. _____

8. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 30 days from the Binding Agreement Date.

9. Buyer shall have 35 days from the Binding Agreement Date in which to furnish written title objections to Seller.

10. Seller shall deliver Due Diligence Materials to Buyer within 5 days from Binding Agreement Date.

11. Buyer ☒ may OR ☐ may not assign this Agreement in accordance with the terms of this Agreement.

12. Disputes regarding earnest money shall be resolved by a reasonable interpretation by ☐ Holder, OR ☐ arbitration.

13. Brokerage Relationships in this Transaction.

a. Selling Broker is Don Carter Realty Co. and is:
 (1) ☒ representing Buyer as a client.
 (2) ☐ working with Buyer as a customer
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where _____

b. Listing Broker is The Norton Agency and is:
 (1) ☒ representing Seller as a client.
 (2) ☐ working with Seller as a customer.
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where: _____

has been assigned to exclusively represent Buyer.

has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows

14. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock P.m. on the date 02/09/2018

Buyer(s) Initials [Signature]

Seller(s) Initials [Signature]

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Douglas Carter IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Copyrights 2010 by Georgia Association of REALTORS®, Inc.

CP2, Commercial Purchase and Sale Agreement, Page 1 of 7, 01/07/18

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
2. **Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.
3. **Earnest Money.**
 - a. **Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
 - b. **Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
 - (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
 - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
 - c. **Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.
 - d. **Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
 - (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
 - (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 *et. seq.* and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.

4. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)

5. **Conditions to Closing.**

a. **Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:

- (1) All representations and warranties of Seller made herein shall remain true and correct;
- (2) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
- (3) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
- (4) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
- (5) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.

b. **Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:

- (1) All representations and warranties of Buyer made herein shall remain true and correct;
- (2) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
- (3) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

6. **Costs.**

a. **Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.

b. **Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.

7. **Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing; rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

8. **Title.**

a. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:

- (1) Liens for ad valorem taxes not yet due and payable;
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
- (3) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- b. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.
9. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.
10. **Representations and Warranties.**
- a. **Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
- b. **Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
11. **Brokerage.** Seller has agreed to pay Listing Broker(s) a real estate commission pursuant to that certain brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). Pursuant to the terms of the Listing Agreement, the Listing Broker has agreed to share that commission with the Selling Broker.
- The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the Seller of the obligation to pay the remainder thereof after the closing unless the Broker(s) have expressly and in writing agreed to accept the lesser amount in full satisfaction of the Broker(s) claim to a commission.
12. **Disclaimer.** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.
13. **Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.
14. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- c. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Other Provisions.

- a. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- b. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- c. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- d. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- e. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- f. **Time of Essence:** Time is of the essence of this Agreement.
- g. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- h. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- i. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- j. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- k. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

- l. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- m. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
- n. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- 4. Beware of Cyber Fraud:** Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
- 5. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:
- ☒ Exhibit "A" Legal Description
 - ☐ Exhibit "B" Due Diligence Materials
 - ☐ Exhibit "C" Addition to Seller's Closing Documents
 - ☐ Exhibit "D" Seller's Warranties and Representations
 - ☐ Exhibit "E" Permitted Title Exceptions
 - ☐ Other _____
 - ☐ Other _____
 - ☐ Other _____
 - ☐ Other _____

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

1. Seller shall be allowed to remain in possession of the Property rent free until September 3, 2018. During the 30 day due diligence period, Buyer and Seller agree to work together to approve a lease of the Property, which lease shall provide that Seller shall maintain insurance as required by Buyer during the term of the lease and also indemnify Seller against any claims made as a result of Seller's use of the Property during the term of the lease.

Additional Special Stipulations ☐ are or ☒ are not attached.

Buyer Acceptance and Contact Information**1 Buyer's Signature**Bryan Lackey
Print or Type Name

Date

2-8-18

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

blackey@gainesville.org

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

Additional Signature Page (F149) ☐ is ☒ is not attached.**Selling Broker/Affiliated Licensee Contact Information**Don Carter Realty Co.
Selling Brokerage Firm

Broker/Affiliated Licensee Signature

Date

2-7-18

Doug Carter

Print or Type Name

139536

GA Real Estate License #

770-536-1087

Licensee's Phone Number

770-536-0333

Fax Number

doug@doncarterrealty.com
Licensee's E-mail Address

REALTOR® Membership

525 Candler Street Gainesville Ga 30501
Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

H-649

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by Doug Carter

2-12-18

Seller Acceptance and Contact Information**Seller's Signature**John P. W. Hard
Print or Type Name

Date

2/9/2018

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

Additional Signature Page (F149) ☐ is ☒ is not attached.**Listing Broker/Affiliated Licensee Contact Information**The Norton Agency
Listing Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Charlie Hawkins

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

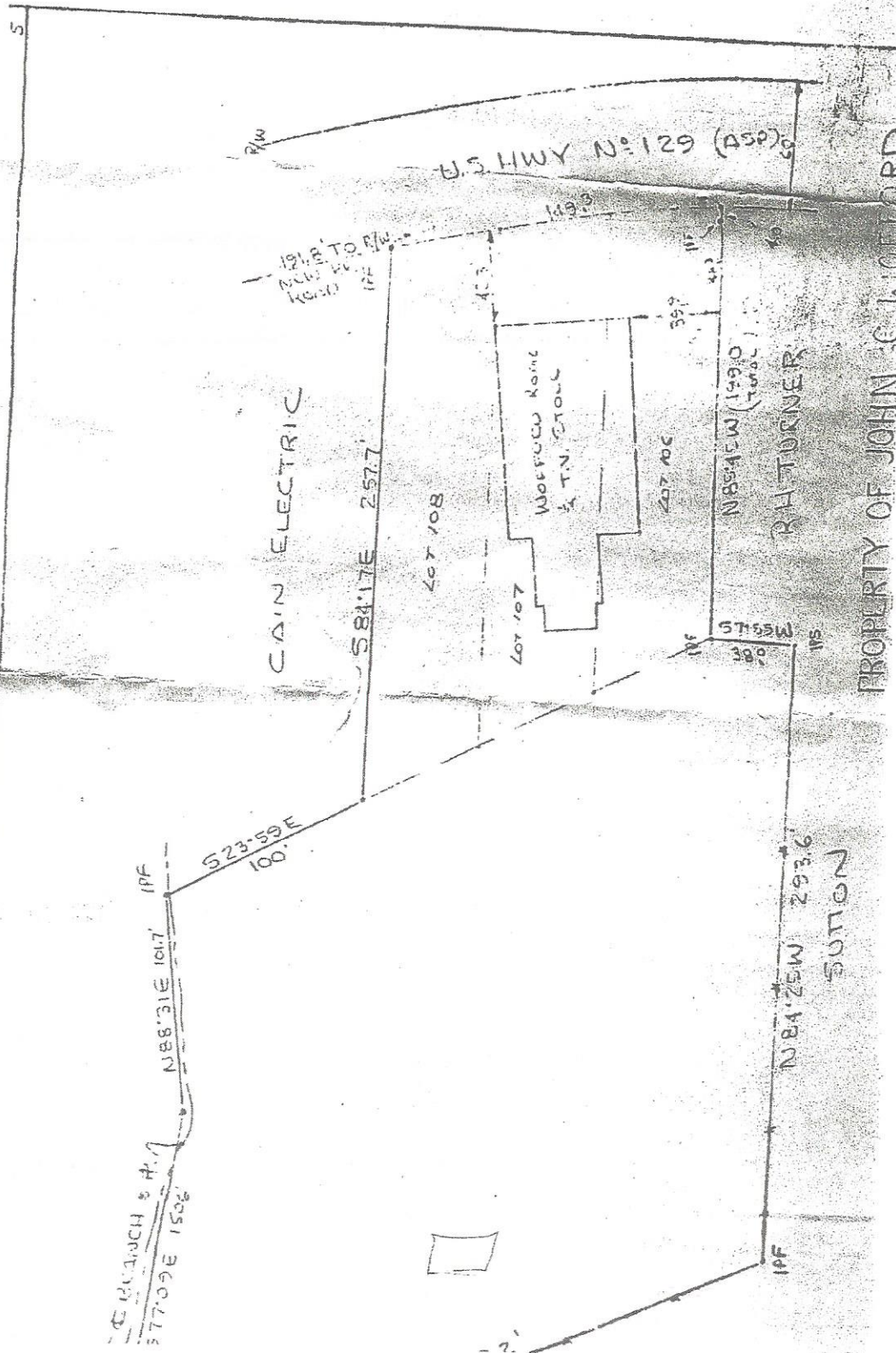
Fax Number

MLS Office Code

Brokerage Firm License Number

EXHIBIT A

Recorded April 30, 1964 - J. Grady Watson - Clerk



PROPERTY OF JOHN C. L. WATSON

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 3/16/2018

Presenter: Abb Hayes

Item of Business: BR-2018-17 Law Firm to Represent the City in Potential Litigation Against Contributors of Opioid Addiction Crisis

Meeting Date: 3/20/2018

Purpose of Request:

The purpose of this resolution is to authorize and approve employment of Blasingame, Burch, Garrard & Ashley, P.C. for legal services as it pertains to potential litigation against contributors of the Opioid addiction crisis.

History/Background:

Facts & Issues for Consideration:

The agreement defines the fee which is a percentage of the total gross recovery in favor of the Client. There is no fee if there is no recovery.

Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2018-17 Law Firm for Potential Opioid Litigation	Resolution
☐ Legal Services Agreement for Potential Opioid Litigation	Attachments/Exhibits

**LAW FIRM TO REPRESENT THE CITY IN POTENTIAL LITIGATION AGAINST
CONTRIBUTORS OF OPIOID ADDICTION CRISIS**

WHEREAS, the City is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse; and

WHEREAS, the City desires to retain the Law Firm identified herein to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF GAINESVILLE, AS FOLLOWS:**

Section 1. The governing body of the City hereby authorizes and approves the employment of the law firm identified in the Legal Services Agreement, attached hereto and incorporated herein as **Exhibit “A”** (herein referred to as the “Law Firm”) to represent the City in potential litigation against contributors of the Opioid addiction crisis.

Section 2. The governing body hereby authorizes and approves the Legal Services Agreement, substantially in the form attached hereto and incorporated herein by reference thereto as **Exhibit “A”**, and directs the Mayor to execute and enter into the Legal Services Agreement with the Law Firm, setting forth the scope of the work to be performed by the Law Firm, including litigation against contributors to the Opioid addiction crisis within the City and the terms and conditions of the employment of the Law Firm.

Section 3. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

[Signatures for Resolution appear on the following page]

S-1

**LAW FIRM TO REPRESENT THE CITY IN POTENTIAL LITIGATION AGAINST
CONTRIBUTORS OF OPIOID ADDICTION CRISIS**

Adopted this _____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

ATTEST:

Denise O. Jordan, City Clerk

CERTIFICATE

I, the undersigned Clerk of Gainesville, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by the City in a meeting duly called and assembled on March 20, 2018, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Legal Services Agreement have been recorded in the minute book of the City which is in my custody and control in accordance with Georgia law.

IN TESTIMONY WHEREOF, witness my signature this _____ day of _____, 2018.

Denise O. Jordan, City Clerk

Signature Page for Gainesville, Georgia Resolution

LEGAL SERVICES AGREEMENT

RE: Gainesville, Georgia civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. SCOPE OF EMPLOYMENT: **Gainesville, Georgia** (hereinafter "Client"), by and through its City Council, hereby retains the law firm of Blasingame, Burch, Garrard & Ashley, P.C. ("the Firm") pursuant to the Georgia Rules of Professional Conduct, on a contingent fee basis, to pursue all civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing **Gainesville, Georgia** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. Henry G. Garrard, III of the law firm Blasingame, Burch, Garrard & Ashley, P.C. shall serve as Lead Counsel. Client authorizes Lead Counsel to employ and/or associate additional counsel, with consent of Client, to assist Lead Counsel in the just prosecution of the case.
2. ATTORNEYS' FEES: In consideration, Client agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the Client as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses and shall include the value of any abatement of the opioid epidemic as discussed more fully below. Client grants the Firm an interest in a fee based on the gross recovery. **There is no fee if there is no recovery.**

The Client acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the Client and the Firm regarding the definition of a "successful recovery."

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The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of manufacturers and wholesale distributors. The Client agrees to compensate the Firm, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the Client, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, Client agrees to pay 30% of the gross amount to the Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), Client agrees to pay 30% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the Client be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the Client's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). Client acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable between the Firm and Client.

3. COSTS AND OTHER EXPENSES: The Firm and/or the other law firms in association with the Firm, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery. Costs advanced will be payable out of the Client's share of any recovery and will not affect the contingency rate or fees due to the Firm.**
4. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the Client. Any division of fees will be governed by the Georgia Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the Client; (2) the Client has

EXHIBIT "A"

given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the Client and each lawyer and shall comply with the terms of the Georgia Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

Client acknowledges that the division of fees in this Legal Services Agreement shall be as follows:

Blasingame, Burch, Garrard & Ashley, P.C.	2/3
Hasty Pope, LLP	1/3

Client hereby consents to the division of fees as set forth herein.

5. COMMUNICATIONS WITH CLIENT: Lead Counsel shall appoint a contact person to keep the Client reasonably informed about the status of the matter in a manner deemed appropriate by the Client. The Client at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, Lead Counsel shall provide the Client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the Georgia Rules of Professional Conduct. The closing statement shall be signed by the Client and reflect the amount paid to each attorney among whom the fee is being divided.

6. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: Client acknowledges review and understanding of this agreement, having read its contents in its entirety, and Client understands and agrees with all of its provisions. Client acknowledges that the Firm, its employees or agents, and the terms of this Agreement have made no promise or guarantee regarding the successful determination of Client's claim or causes of action, nor any guarantees regarding the amount of recovery or the type of relief, if any, which Client may obtain there from. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

EXHIBIT "A"

SIGNED, this _____ day of _____, 2018.

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

Accepted:

BLASINGAME, BURCH, GARRARD & ASHLEY, P.C.
440 College Avenue, Suite 320
Athens, Georgia 30601

By _____ Date _____